

**THE CITY OF LAKE FOREST  
CITY COUNCIL AGENDA**  
Monday, April 17, 2017 at 6:30 pm  
City Hall Council Chambers

Honorable Mayor, Donald Schoenheider

Catherine Waldeck, Alderman First Ward	Stanford Tack, Alderman Third Ward
Prudence R. Beidler, Alderman First Ward	Jack Reisenberg, Alderman Third Ward
George Pandaleon, Alderman Second Ward	Michelle Moreno, Alderman Fourth Ward
Timothy Newman, Alderman Second Ward	Raymond Buschmann, Alderman Fourth Ward

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

**PLEDGE OF ALLEGIANCE**

**REPORTS OF CITY OFFICERS**

<b>1. COMMENTS BY MAYOR</b>
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**A. Swear in Fire Chief Pete Siebert**

**B. Presentation of the Preliminary Report on the Assessment of City's Plan Review, Permitting and Inspection Processes**

INTRODUCTION BY: *Mayor Schoenheider*

PRESENTED BY: *Lee Brown, President, Teska Associates, Inc.*  
*Michael Blue, Principal, Teska Associates, Inc.*

As part of the City Council's ongoing commitment to delivering high quality, customer friendly services in a cost efficient manner, the City Manager, with authorization from the City Council, hired an independent consultant to conduct an assessment of the City's building plan review, permitting and inspection services. The purpose was to gather information from various stakeholders about experiences with the processes, with a focus on how the City can continue to deliver the highest possible level of service.

Representatives from Teska Associates, Inc. will present a summary of their findings and recommendations to the Council. A copy of the preliminary report is included in the Council packet beginning on **page 32**. The Council will have the opportunity to ask questions and offer input prior to the preparation of the final report. The Final Report, along with an Implementation Plan prepared by City staff, will be presented to the Council for acceptance at the May 1, 2017 meeting.

<b>2. COMMENTS BY CITY MANAGER</b>
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**A. Community Spot Light**

Presentation on 2017 BMW Golf Championship, September 12-17, 2017  
-Vince Pellegrino, Senior Vice President, Tournaments, Western Golf Association

1. **Approval of a Resolution of Support regarding Conway Farms Golf Club Hosting the 2017 BMW Championship Golf Tournament**

A copy of the Resolution can be found on **page 48**.

**COUNCIL ACTION: Approve the Resolution**

<b>3. COMMENTS BY COUNCIL MEMBERS</b>
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**FINANCE COMMITTEE**

1. **Presentation regarding Moody's Issuer Comment dated March 17, 2017**

*PRESENTED BY: Alderman George Pandaleon, Finance Committee Chairman  
and Elizabeth Holleb, Finance Director*

A copy of the report can be found on **page 50**.

2. **Distinguished Budget Presentation Award**

*PRESENTED BY: Alderman George Pandaleon, Finance Committee Chairman*

For the first time, The City of Lake Forest has been awarded the Government Finance Officers Association **Distinguished Budget Presentation Award** for the fiscal year beginning May 1, 2016. The Distinguished Budget Presentation Award is the highest form of recognition in governmental budgeting, and its attainment is a significant accomplishment by a government and its management.

In a GFOA news release, Stephen Gauthier states that "In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as a policy document, a financial plan, an operations guide and a communications device."

For budgets beginning in 2015, only 1,565 units of government received the award nationally.

The GFOA is a nonprofit professional association serving nearly 19,000 elected and appointed government finance professionals in the United States and Canada.

In addition to the Budget Award, a **Certificate of Recognition for Budget Presentation** is presented by the GFOA to the individual designated as instrumental in their government unit's achievement of the award. I am pleased to present this award to Elizabeth Holleb, Director of Finance and IT, for her efforts in coordinating the preparation of the annual

budget and for leading the efforts in making the required changes to the City's budget document to meet the stringent requirements of the GFOA budget awards program.

**3. Consideration of an Ordinance making a Supplemental Appropriation for the Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017 (First Reading, and if Desired by the City Council, Final Approval)**

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

**PURPOSE AND ACTION REQUESTED:** As advised by the City Attorney, it is recommended to approve a supplemental appropriation at the end of each fiscal year for any fund that is anticipated to exceed the original appropriation. Staff requests first reading and if desired by the City Council, final approval of an Ordinance making a supplemental appropriation in Fiscal Year 2017.

**BACKGROUND/DISCUSSION:** On November 7, 2016, the City Council approved a recommendation to use proceeds from the sale of the Laurel Avenue property to redeem outstanding 2008 General Obligation Bonds. The advance redemption of the bonds saved \$1.357 million in future interest costs and allowed the City to replace the existing debt service levy with a capital improvements levy to supplement annual funding for the five year Capital Improvements Program (CIP).

As this transaction was not anticipated in the budget, a supplemental appropriation is required in both the Capital Improvements Fund, for the transfer of the land sale proceeds to the 2008 GO Bonds Debt Service Fund, and in the 2008 GO Bonds Debt Service Fund, for the advance redemption of the principal maturities dated December 2017 and later.

**BUDGET/FISCAL IMPACT:** The supplemental appropriation required to meet legal compliance as presented in the Ordinance is \$5,600,000 for the Capital Improvements Fund and \$6,105,000 for the 2008 GO Bonds Debt Service Fund.

**COUNCIL ACTION:** If determined to be appropriate by the City Council, waive first reading and grant final approval of the Ordinance (page 55) making a supplemental appropriation for the fiscal year beginning May 1, 2016 and ending April 30, 2017 for the advance redemption of the 2008 GO Bonds approved in November 2016.

**PUBLIC WORKS COMMITTEE**

**1. Award of Bid for the Water Treatment Plant Construction Project and Approval of a Construction Engineering Services Agreement**

*PRESENTED BY: Public Works Committee Chairman Waldeck*

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

**PURPOSE AND ACTION REQUESTED:** The Public Works Committee is recommending that the City Council award a bid for the Water Treatment Plant's (WTP hereafter) construction project to JJ Henderson & Son, Inc. At its April 3, 2017 Public Works Committee Meeting, the Committee reviewed, approved, and recommended award of bid to install a new membrane filtration system and other treatment improvements to meet the operational needs of the WTP. In addition, the Public Works Committee also recommended City Council approve the agreement for construction engineering services to Stand Associates, Inc.

**BACKGROUND/DISCUSSION:** In May, 2014, the City received a letter from its filter supplier (Aquasource) stating that the company would no longer be producing the filters used in the City's water plant. Receipt of this notice prompted a very detailed analysis of multiple alternatives the City evaluated in order to determine the appropriate solution for the WTP moving forward. The Public Works Committee and the City Council began this comprehensive analysis in June, 2014. The process was an extensive, critical examination of the various options ranging from purchasing water from neighboring communities, privatizing the entire operation, and selecting another filter membrane manufacturer. Over the next several years, after many meetings and special workshops, the City Council decided to proceed with the design and installation of a new membrane filtration system with a 14 million-gallon-per-day (mgd hereafter) capacity.

The WTP project will be accomplished over a two year period with the majority of the work being completed in the first year. Year one construction begins this summer and will end in late April of 2018, with four of the six new membrane skids operational. Year one's project scope focuses on building and installing the necessary components that must be completed and functioning in order to support the new membrane skids (e.g. relocation of the new chemical storage and feed system, expansion of the clean-in-place system, operator control workstation upgrades, and various electrical and plumbing work). The second year will begin in the summer of 2018 and is estimated to be completed by the second quarter of 2019. The project's second year of work includes completing all of the electrical and plumbing needed for the two remaining membrane skids, completion of other non-membrane improvements, and re-purposing the 4<sup>th</sup> floor space for a workshop and employee kitchen.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	4/3/17	Reviewed and recommended approval of construction bid, construction engineering services, contingency
Finance Committee Capital Budget Workshop	11/14/16	Presented update on project design and schedule
Public Works Committee	11/7/16	Reviewed and approved project design and budget changes
City Council Meeting	2/1/16	Approved P.W. Committee's recommendations to design 14 mgd plant with GE membrane filters; contracted with Strand Associates to complete all design work

Public Works Committee	1/27/16	Reviewed and approved filter manufacturer (GE) and engineering filter design services
Finance Committee	11/9/15	Reviewed revised project budget to include non-membrane improvements
City Council Meeting	8/3/15	Reviewed and approved procurement design with 14 mgd capacity

Attached on **page 58** of this agenda packet is the complete WTP project's evaluation history outlining in more detail the project's milestones and meetings.

**BUDGET/FISCAL IMPACT:** On Monday, March 20, 2017, the City received the following three bids for the water treatment plant project:

Company Name	Bid Amount
<b>JJ Henderson and Son, Inc. (JJH)</b>	<b>\$8,818,000</b>
Keno and Sons	\$9,653,885
IHC Construction	\$9,656,046

After receipt of the bids, both staff and the City's consulting engineer evaluated the apparent low bidder's proposal (JJH) and contacted their references. The review determined the submitted proposal was complete with no issues discovered and their references provided favorable responses. The City's has had a good working relationship with JJH experience dating back to 2002 when JJH constructed the existing membrane filtration plant. In addition, Strand Associates is currently involved with other municipal water and wastewater projects where JJH is the general contractor and believes they are a good, reliable contractor. The Public Works Committee recommends City Council approval of the construction contract to JJH.

Secondly, the Public Works Committee also recommends approval of an agreement with Strand Associates for construction engineering services. A copy of the agreement can be found beginning on **page 60** of this agenda packet.

Finally, the Committee recommends that a 5% contingency (\$441,000) be approved for any unforeseen construction and/or engineering services related to the project. The chart below shows the project's total costs for fiscal years 2018 and 2019. The GE Membrane system equipment cost of \$2,048,000 that City Council approved at their February 1, 2016 City Council meeting was included in the bidding documents as a fixed cost line item included in each contractors bid.

Fiscal Year Phase II Efforts	Proposed FY2018	Proposed FY2019	Totals
<b>Updated Proposed Budget</b>			
Membrane System Equipment GE Water Technologies	\$1,200,000	\$848,000	\$2,048,000
2017 WTP Improvements Contract JJ Henderson's Bid	\$5,250,000	\$1,520,000	\$6,770,000

Construction Engineering Strand Associates, Inc.	\$280,000	\$290,000	\$570,000
Project Contingency	\$221,000	\$220,000	\$441,000
<b>Totals</b>	<b>\$6,951,000</b>	<b>\$2,878,000</b>	<b>\$9,829,000</b>

The total project cost of \$9,829,000 is \$423,000 over the engineer's estimate established in early 2015. The staff and Engineers comparison between the engineer's estimate and the bids indicate the higher than estimated costs are due in part from the electrical system integration, higher than anticipated complexity to transition between old and new operating controls, and the overall restrictions for staging at the site. In addition, with the continued economic recovery, project costs have been steadily rising. The cost difference will be covered by adjusting water fund improvement projects in FY18 and FY19.

Finally, the project budget allocations between fiscal years 2018 and 2019 are not the same as the contractor's estimates. FY18 budget allocates \$5,806,000 for WTP project whereas JJH estimates \$6,951,000 to be spent in FY18. Should the project progress as anticipated, a supplemental appropriation would be required advancing FY19 CIP allocation of \$1,145,000.

Funding Year & Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
FY2018 Water Fund	\$5,806,000	\$6,951,000	Y
FY2019 Water Fund	\$4,023,000	\$2,878,000	Y
<b>Totals</b>	<b>\$9,829,000</b>	<b>\$9,829,000</b>	

**COUNCIL ACTION:** The Public Works Committee recommends approval of the following project items:

- Award a bid for the Water Treatment Plant Construction Project to JJ Henderson & Son, Inc. in the amount of \$8,818,000; *and*
  - Based upon the exception noted in Section 8.5 D1 of the City's Purchasing Directive, approve an agreement with Strand Associates for construction engineering services in the amount of \$570,000; *and*
  - Approve a 5% project contingency for any unforeseen construction or construction engineering issues with either JJ Henderson & Son, Inc. and/or Strand Associates in the amount of \$441,000.
2. **Action Relating to a Special Service Area Proposed for the Installation of Sanitary Sewer in the Winwood Drive Neighborhood.**

*PRESENTED BY: Catherine Waldeck, Public Works Committee Chairman*

*STAFF CONTACTS: Michael Thomas, Director of Public Works (810-3540) and  
Mike Strong, Assistant to the City Manager (810-3680)*

**PURPOSE AND ACTION REQUESTED:** On March 20, 2017, the City Council discussed two options that could be pursued regarding the proposed Special Service Area No. 41 for the installation of sanitary sewer in the Winwood Drive neighborhood ("Proposed SSA"). City Council Action is requested on a preferred option, which includes 1) Approval of a Resolution establishing a public hearing date and directing staff to notice the hearing accordingly **or** 2) If determined appropriate by City Council, waiving first reading, and approval of an Ordinance rescinding Ordinance 2016-77 ("SSA Proposing Ordinance") thereby terminating the Proposed SSA.

**BACKGROUND/DISCUSSION:** On January 17, 2017, the City Council adopted Resolution 2017-01, which re-opened the public hearing for the proposed Winwood Special Service Area ("SSA"). This effectively suspended the mandatory objection period until a time when a future public hearing would be held and closed. Pursuant to this Resolution, and the subsequent City Council discussion held on March 20, 2017, the City Council may consider the following options as next steps concerning the disposition of the Proposed SSA:

- Option A: Proceed under the authority of Resolution 2017-01, and direct staff to schedule a final public hearing to consider the establishment of the Proposed SSA. A copy of a Resolution directing this action has been included on **page 64**.

Under this option, the City Council would have to allow appropriate time for noticing and scheduling of the Public Hearing in accordance with the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq. ("SSA Tax Law"). Therefore, the timeline of events would be as follows:

ITEM	DATE
Public Hearing Notice Published/Mailed	April 27, 2017
Hold Public Hearing	May 15, 2017
End of 60-Day Objection Period	July 14, 2017
City Council Consideration – Establishing Ordinance (1 <sup>st</sup> Reading)	July 17, 2017
City Council Consideration – Establishing Ordinance (Final Reading)	August 7, 2017

While this option extends deliberation and ultimate consideration by City Council, it would allow for the formal SSA process to be completed, including the requirement of an objection to be filed with the City Clerk.

If a legally sufficient objection is filed, the City Council will have no authority to consider an establishing ordinance. Additionally, under the Special Service Area Tax Law, if a valid objection is filed (and the City did receive a petition in opposition to the Proposed SSA from the neighbors on March 24, 2017, a copy of which is included beginning on **page 66**), "The subject matter of the petition shall not be proposed relative to any signatories of the petition within the 2 years." Although the effect of this language has not been specifically addressed in any Illinois appellate decision, it would not be inconceivable that another special service area for sanitary sewer service would have to be deferred at least two years with respect to any properties whose owner had signed a valid objection petition to the establishment of SSA No. 41. A memo from the City Attorney is included beginning on **page 73**.

If no legally sufficient objection is filed, the City would have the right to establish the proposed SSA, but only in accordance with the parameters set forth in the SSA

Proposing Ordinance. However, the City Council would have the right not to establish a special service area if it did not desire to proceed based on the parameters set forth in the SSA Proposing Ordinance 2016-77.

- Option B: An alternative approach the City Council may consider taking is consideration of an Ordinance rescinding the Winwood SSA Proposing Ordinance and terminating the continuation of the SSA process. A copy of an Ordinance the City Council may consider is included in this packet beginning on **page 75**.

This option would require the following sequence of events:

ITEM	DATE
City Council Consideration – Rescinding Ordinance (1 <sup>st</sup> Reading)	April 17, 2017
City Council Consideration – Rescinding Ordinance (Final Reading)	May 1, 2017

If the Council so chooses, it could waive first reading on April 17 by a two-thirds vote of the Aldermen and consider final reading of the rescission Ordinance.

This option would preserve the right for the City Council to pursue a future SSA that is in substantial form as the SSA Proposing Ordinance without the restriction of a two-year mandatory waiting period as defined in the SSA Tax Law. However, it would terminate the Proposed SSA from continuing on at this point, and would not require any follow up action, including scheduling of public hearing, or requirement to submit any formal objection by property owners and electors within the proposed SSA area.

#### PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	3/20/17	Discussion on Options
Public Works Committee	3/15/17	Discussion on Next Steps for Proposed Special Service Area
City Council	1/17/17	Resolution Extending the Objection Period Reviewed and Approved
Public Works Committee	1/4/17	Discussion of City Code and Possible Amendments
City Council	12/5/16	Public Hearing Held
City Council	11/21/16	Proposing Ordinance Reviewed & Approved
Public Works Committee	11/7/16	Discussion of Potential Financing Strategies for Project; Reviewed & Approved pursuit of single SSA Area
City Council	8/1/16	Design Proposal Reviewed & Approved
Public Works Committee	6/20/16	Design Proposal Reviewed & Approved

Public Works Committee	5/16/16	Discussion of Winwood Drive Overflow Issue
Public Works Committee	3/7/16	Discussion of Winwood Drive Funding Mechanisms
Public Works Committee	3/4/15	Discussion of Non-Sanitary Sewer Areas

**COUNCIL ACTION:** If determined appropriate by the City Council, consideration of one of the following:

- A. Approval of a Resolution Scheduling a Public Hearing to Consider the Proposed Special Service Area No. 41 for the Installation of Sanitary Sewer in the Winwood Drive Neighborhood.

OR

- B. Consideration of an Ordinance Rescinding Ordinance No. 2016-77 and Terminating Further Consideration of Establishing a Special Service Area Number 41 for the Winwood Drive Area Sanitary Improvement Project (First reading and if Desired by the City Council, Final Approval).

<b>4. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL ON NON-AGENDA ITEMS</b>
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<b>5. ITEMS FOR OMNIBUS VOTE CONSIDERATION</b>
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**1. Approval of the April 3, 2017 City Council Meeting Minutes**

A copy of the minutes can be found on **page 78**.

**COUNCIL ACTION:** Approval of the Minutes

**2. Approval of a Resolution of Sympathy for Eugene Lonergan**

A copy of the Resolution can be found beginning on **page 81**.

**COUNCIL ACTION:** Approval of the Resolution

**3. Approval to Renew Agreement for Financial and Land Parcel Management System Software Maintenance and Licensing for FY2018**

*STAFF CONTACT: Elizabeth Holleb, Finance Director (847-710-3612)*

**PURPOSE AND ACTION REQUESTED:** Staff requests approval to renew a one (1) year agreement with Sungard/HTE software which includes maintenance services and licensing.

**BACKGROUND/DISCUSSION:** The Sungard/HTE Company has been providing The City of Lake Forest services for a financial and land parcel management system since 1998. This system is

one of the largest software systems to support City operations. It encompasses financial, payroll, purchasing, general ledger, budget, water billing, online water billing payments, accounts receivable, fixed assets, parcel management, code enforcement, building permits and land management planning and zoning.

**BUDGET/FISCAL IMPACT:** On March 21, 2017 staff received the following quote from Sungard/HTE:

FY2018 Funding Source	Account Number	Amount Budgeted	Amount Requested	Budgeted? Y/N
IT Operating	101-1315-415-43-37	\$71,812	\$70,933	Y

The proposed fee represents a \$3,297 (5%) increase over the costs for FY2017. This service of support can only be provided by Sungard/HTE. Staff is recommending waiving the formal request for proposals process per section 9.0-D (Sole Source Purchases) of the City's purchasing directive.

**COUNCIL ACTION:** Acknowledge the exception noted in section 9.0-D of the City's purchasing directive and approve a one (1) year maintenance agreement with Sungard/HTE for software support and licensing of the City's financial and parcel management system based on the sole source vendor quote.

#### 4. Approval of a Resolution Reallocating 2017 Volume Cap to the Village of Buffalo Grove, Illinois

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

**PURPOSE AND ACTION REQUESTED:** Staff requests approval of a resolution reallocating the City's 2017 private activity bond volume cap to the Village of Buffalo Grove, Illinois for the private activity bond clearinghouse (PABC) pool.

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

The Illinois Private Activity Bond Allocation Act provides that a home rule unit of government is allocated an amount equal to \$100 multiplied by its estimated population, which for Lake Forest in calendar year 2017 is \$1,940,800 (19,408 x \$100). By May 1, 2017, the City must take action to grant, reserve or transfer its allocation, or the amount is reserved by the Governor's Office for a pool. The City may transfer its allocation to any other home rule unit of government, the State of Illinois or any agency of the State.

This year, the City has received one request to transfer its volume cap, as follows:

Organization	Proposed Use	Amount of Transfer Fee
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Village of Buffalo Grove (Lake County Partners)	Private Activity Bond Clearinghouse	0.5% or \$9,704.00*
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\* Paid upon issuance of bonds utilizing the allocated volume cap

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

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

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

**BUDGET/FISCAL IMPACT:** Upon issuance of bonds utilizing the City's volume cap, a transfer fee payment of .5% would be due to the City. Should the entire 2017 allocation be utilized by the pool, the City would receive \$9,704.00.

**COUNCIL ACTION:** Approval of a Resolution (**page 82**) Reallocating 2017 Volume Cap to the Village of Buffalo Grove, Illinois.

## 5. Award of a Contract for Professional Services Consultation on the Purchase of a New Enterprise Resource Planning System

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

**PURPOSE AND ACTION REQUESTED:** Staff requests City Council award a contract for professional services to lead The City of Lake Forest through the process of replacing the current Enterprise Resource Planning (ERP) system.

### PROJECT REVIEW/RECOMMENDATIONS:

Milestone	Date	Comments
RFP Issuance	2/15/2017	
Vendor Proposals Submitted	03/10/2017	Six Proposals Received & Reviewed
Consultant Interviews & Other Due Diligence	03/10 – 03/28/2017	Review & Recommendation by City Departments' Selection Team

**BACKGROUND/DISCUSSION:** The City of Lake Forest has utilized HTE as its Enterprise Resource Planning system for the last 19 years, hosted on the IBM iSeries server hardware platform. In January 2019 IBM will be discontinuing support on this hardware and it will need replacement.

In October 2016, City staff engaged the services of a qualified consultant to lead The City through a comprehensive needs and options analysis of the current Electronic Data Management System (EDMS) that also included a detailed gap analysis. Based on the gap analysis, the recommendation of the selected consultant was to retire the current EDMS solution when it reaches end of life in 2018 and replace EDMS functionality through an ERP replacement system. This will allow the City to eliminate the risks involved when using end-of-life software and address current EDMS and ERP system gaps, including the ability to:

- Reduce software redundancy and overlap
- Improve business processes and efficiency
- Enhance service delivery and citizen engagement
- Reduce shadow systems and duplicate effort
- Streamline information flow
- Improve availability of information
- Improve reporting and decision making
- Increase employee productivity and decrease employee response time
- Integrate transactions and documents to the fullest extent possible, and
- Reallocate costs of supporting aging software and end of life hardware to a more feature rich ERP system

In order to support this recommendation, City staff recommends taking this opportunity to engage the services of a qualified professional that will provide direction and support, and lead us through the process of selecting the best possible ERP system for The City of Lake Forest in the most efficient and cost effective manner.

The selected consultants will utilize a proven methodology and set of related tools to provide project management intended to mitigate risk during this project. Using their expertise in the public sector and existing best practices for software selection, they will guide staff through several phases designed to select the best software to replace our aging, outdated HTE ERP and end of life Fortis EDMS Software. The project will be comprised of the following phases:

Phase I - Lead the City through requirements specification and development of a request for proposal for a comprehensive Enterprise Resource Planning (ERP) system.

Phase II - Assist City staff with review of proposals, selection of a preferred vendor, and contract negotiations for an ERP system.

Phase III - Implementation and data conversion of our selected ERP system.

*Costs of Phase III are not included in this project. The scope of this phase will be determined at a later date based on the vendor selected in Phase I, and may or may not include an additional RFP for assistance.*

This process will help ensure the selection of a right-sized ERP solution that will meet the operational needs of the entire City for years to come and allow migration of current documents to the best product at this time.

**Consultant Selection Process:**

The City issued a Request for Proposals on February 15<sup>th</sup>, 2017. Staff received six (6) proposals for phases I & II of this project.

A committee comprised of representatives from Finance, Community Development, and IT narrowed the selection to two candidates based on experience and knowledge of ERP using a standard set of criteria. These two candidates were interviewed starting on March 23, 2017, and a finalist was selected by the committee based upon price, professionalism, expertise, references, understanding of City needs, and completeness of proposal.

A summary of the respondents are as follows:

Company	Selected as Finalist?	Estimated Hours	Proposal Amount for Phase I and II
BPM Advisors	No		\$76,880
Schafer Consulting	No		\$75,210
<b>Baker Tilly</b>	<b>Yes</b>	<b>408</b>	<b>\$59,974</b>
Plante & Moran	Yes	242	\$56,870
Tandem Conglomerate	No		\$55,000
ZCo Consulting	No		\$29,000

**BUDGET/FISCAL IMPACT:** Baker Tilly's proposal met all of the required project specifications. Its assigned professional staff made positive impressions on the selection team during the interview, and references gave favorable responses.

It was determined that Baker Tilly's market knowledge, expertise, and professionalism in the area of Enterprise Resource Planning systems are excellent, and its expertise in process/change management will be an added benefit to the success of the project. The proposed cost of \$59,974 for Phases I and II are within the \$60,000 allocated in the FY18 Budget for this initiative.

FY2018 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
IT Capital (311-0050-415-6613)	\$60,000	<b>\$59,974</b>	Y

**COUNCIL ACTION:** If appropriate and should the City Council desire, award a contract to Baker Tilly for professional services in the not to exceed amount of \$59,974 for consulting services to assist The City of Lake Forest with developing requirements and selecting a comprehensive ERP system for The City, including contract negotiations.

**6. Authorization to Issue Reimbursement for City Work Costs Related to Clean-up of the City's Former Municipal Services Site.**

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

**PURPOSE AND ACTION REQUESTED:** City Council action is requested to authorize the City Manager to reimburse Focus Development for costs incurred in the performance of Unforeseen City Work at the former Municipal Services site. This is the third in a series of reimbursements anticipated as site work continues.

**BACKGROUND/DISCUSSION:** In February, 2015, the City Council directed that the environmental cleanup of the former Municipal Services site get underway. The cleanup work included testing and investigation, demolition of all of the above ground structures, removal of all known underground slabs, foundations and tanks, hauling and proper disposal of impacted soils, removal of utilities and preparation and filing of the necessary reports in order to obtain a letter of No Further Remediation. A No Further Remediation Letter was received by the City in September, 2016.

Consistent with the terms of the sale of the City's former Municipal Service Site, and as detailed in the Redevelopment Agreement, the City is required to reimburse Focus Development for certain costs related to clean up of the site. In February and March of this year, the City Council authorized reimbursements to Focus Development for Deferred City Work which included the removal of monitoring wells and portions of water and sewer lines left on the site after the completion of the City's clean-up work because removal could be handled more efficiently as part of the developer's site preparation work. The reimbursements also covered the first phase of costs related to Unforeseen City Work including the removal of four underground storage tanks, slabs and foundations discovered by Focus Development during excavation for the new buildings and underground garages.

The current request for reimbursement is for costs related to the removal of a fifth underground storage tank found on the site and removal and disposal of soil located near the tank. Some additional underground structures, portions of slabs and foundations, were also found and removed. The work, contractors and costs are summarized below.

Unforeseen City Work	Contractors	Cost of Work
Work associated with the removal the fifth unknown underground storage tank found during excavation and removal and disposal of contaminated soil.	Apex Companies Grace Analytical Labs R.W. Collins	\$ 49,015.26

The above direct contractors' costs were reviewed by the City's consultant, JHA, and found to be reasonable based on the scope of work.

The amount previously authorized by the City Council and paid to date for deferred and unforeseen City work totals \$144,030.02. The anticipated total cost of unforeseen City work is \$250,000.

**BUDGET/FISCAL IMPACT:** The cost of the site cleanup is reimbursable through funds generated by the TIF District. Authorization to issue reimbursement as detailed below is requested.

FY2017 Funding Source	Amount Budgeted	Reimbursement to Focus Development Authorized	Budgeted Y/N
Laurel and Western TIF Fund #322-2501-499-77-05	\$1,548,469	\$49,015.26	Yes

COUNCIL ACTION: Authorize the City Manager to issue reimbursement to Focus Development for direct costs related to Unforeseen City Work completed in the amount of \$49,015.26 consistent with the Redevelopment Agreement.

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

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

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

1500 Kennedy Road – The Building Review Board recommended approval of a replacement entrance sign for Lake Forest Academy. The new sign is a gift from the Class of 2017 and will display the school graphic recently adopted by the school. No public testimony was presented to the Board on this petition. (Board vote: 6-0, approved)

The Ordinance approving the petition as recommended by the Building Review Board, with key exhibits attached, is included in the Council packet beginning on **page 84**. The Ordinance, complete with all exhibits, is available for review in the Community Development Department.

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

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

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

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

347 Bluffs Edge Drive – The Zoning Board of Appeals recommended approval of variances from the rear yard and steep slope setbacks to allow construction of a beach house, tram and other beach front amenities. A neighboring property owner noted that he met with the petitioner to review the project and stated support for the variances requested. (Board vote: 6 - 0, approved)

The Ordinance approving the petition as recommended by the Zoning Board of Appeals, with key exhibits attached, is included in the Council packet beginning on **page 90**. The Ordinance, complete with all exhibits, is available for review in the Community Development Department.

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

# **9. Award of the Everett Park Path Replacement portion of the Everett Park Path Replacement & District 67 Cherokee School Driveways Resurfacing**

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

**PURPOSE AND ACTION REQUESTED:** Staff requests awarding the Everett Park Path Replacement portion of the Everett Park Path Replacement & District 67 Cherokee School Driveways Resurfacing contract to Allstar Asphalt Inc.

**BACKGROUND/DISCUSSION:** Staff is recommending this project, as requested in the FY18 Capital Improvement Program, to make improvements to the City's Everett Park path. Everett Park is a neighborhood park located in the southwest portion of the City that offers numerous recreational facilities for users; including two playgrounds, a pavilion, a full basketball court, five tennis courts, two soccer fields and a baseball field. These facilities are connected with a six foot wide asphalt walking path that is beyond its useful life and in disrepair.

This project involves the replacement of the existing asphalt with a new asphalt surface and also widens the path to eight feet. The wider path is consistent with other recent path improvements in City parks and allows for better maintenance access. This surfacing project will also address a number of ADA issues in the park. In addition to the new asphalt path; the project will also include the resurfacing of the existing basketball court.

**BUDGET/FISCAL IMPACT:** Bids for the Everett Park Path Replacement & District 67 Cherokee School Driveways Resurfacing were received and opened on March 9, 2017. A total of five (5) firms bid the joint project. The bid price consists of bid quantities that are to be completed by both Parks & Recreation and District 67 Cherokee School as part of their respective projects. The Cherokee School Driveway Resurfacing work will be paid for by District 67. The City partners with the District to combine similar projects in an effort to receive more favorable bids. The City prepares the contract documents and monitors contract performance. All invoicing is done directly between the contractor and the District.

The following is a summary of the bids received:

BIDDER	BID AMOUNT
<b>Allstar Asphalt Inc.</b>	<b>\$199,752.50</b>
Maneval Construction	\$211,361.31
Chicagoland Paving Contractors	\$234,740.00
Evans & Son Blacktop	\$241,893.67
Schroeder Asphalt Services Inc.	\$255,370.00
<i>Engineer's Estimate</i>	\$259,256.90

The breakdown of the bid specific to the Everett Park Path replacement bid items are summarized below:

BIDDER	PARKS & RECREATION SHARE
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<b>Allstar Asphalt Inc.</b>	<b>\$111,307.00</b>
Maneval Construction	\$111,714.60
Chicagoland Paving Contractors	\$121,089.22
Evans & Son Blacktop	\$127,181.62
Schroeder Asphalt Services Inc.	\$129,474.35
<i>Engineer's Estimate</i>	\$168,550.00

The low bidder, Allstar Asphalt Inc., has previously worked in The City of Lake Forest. The projects have been completed on time and the work was satisfactory to Engineering's staff. Further, staff requests that City Council approve the entire budget amount of \$140,000; the \$28,693 would only be used as a contingency to address any unforeseen conditions.

If approved by City Council, the project would commence on or about June 12, 2017 and be completed by the end of July. Upon confirming the start date of the project, a letter will be sent to the residents in the vicinity of the project two weeks prior to start of construction. During construction, the Everett Park Path will be closed.

Below is an estimated summary of project budget:

FY2018 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Park and Public Land Fund	\$140,000	\$140,000	Y

COUNCIL ACTION: If determined to be appropriate by the City Council, staff recommends awarding the contract for the Everett Park Replacement portion of the Everett Park Path Replacement & District 67 Cherokee School Driveways Resurfacing to Allstar Asphalt Inc. in the amount of \$111,307. In addition, City Council authorizes the remaining budgeted dollars of \$28,693 be approved and used as a contingency to address any unforeseen conditions.

#### **10. Approval of Contract for Installation of Brick Patio and Purchase of Required Material for the Deerpath Golf Course Patio Installation Project**

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

**PURPOSE AND ACTION REQUESTED:** Staff is requesting City Council approval of a contractual agreement with a selected vendor (TBD) to install a brick paver patio and for the purchase of all needed materials for the Deerpath Golf Course.

#### **PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Finance Committee Budget Workshop	03/13/17	Discussion/Review of Deerpath Golf Course capital projects.

Finance Committee	11/14/16	Discussion of various options for funding Deerpath Golf Course improvements.
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**BACKGROUND/DISCUSSION:** On November 14, 2016, the City's Finance Committee discussed the recommendations for initial improvements for the Deerpath Golf Course, estimated at \$3,000,000, with a suggested public/private partnership to fund the improvements. City staff identified expenses within \$1 million to focus on return from investment. Alderman Newman reviewed City identified projects consisting of fairway drainage, continuous cart paths and patio expansion/kitchen upgrades. The estimated cost for the patio expansion was set at \$125,000 with an anticipated installation in spring of 2017.

The patio installation project will provide an extended patio area that will not only provide additional space for daily use, but will also provide an area that is large enough for a tent structure that can be used for large golf outing events. This provides a significant revenue opportunity for the golf course and a quicker return on the investment of this project. City staff also recognizes the timely nature of this project in providing these opportunities at the beginning of the golf season and has therefore set a target goal for completion by May 26, 2017.

In January 2017, the City entered into a contractual agreement with Craig Bergmann Landscape Design to perform a design analysis of the clubhouse patio area and develop a hardscape/landscape plan with construction details and specifications. Bergmann worked with the City to develop the plan and after a period of review and revisions, the plan was accepted by City staff. City staff has also been working with the master plan consultant, Lohmann Golf Design, to ensure that the patio project is done in a manner that will take into account the continuous cart path design that is currently underway.

On March 16, 2017 City staff published an invitation to bid for the Brick Patio Paving Project. The bid opening was March 31, 2017, with four bids received. Staff reviewed all bids and determined that all bids greatly exceeded the budgeted amount; therefore all bids were rejected. Staff then worked with Craig Bergmann Landscape Design to reduce the scope of the project and develop a strategy to align the project with the original budget, while at the same time meeting the target completion date. The new strategy relies on the use of City staff to perform a large percentage of the demolition and preparation work on the site and requires that the materials be purchased directly by the City, as reflected below in the financial request.

**BUDGET/FISCAL IMPACT:** With the development of a new project strategy and a reduced scope, City staff published a revised invitation to bid on April 5, 2017 with a bid opening scheduled for April 19, 2017 at 9:00 am. Staff believes that the bids will be consistent with the original patio installation budget of \$125,000. Staff has also received quotes from Lurvey Landscape Supply for the brick pavers (\$12,806.53) and Aspen Valley Landscape Supply for natural stone border material (\$15,049.28). The total amount for materials needed for the patio project is \$27,855.81.

Due to the critical timing of the project, staff is requesting City Council's approval to allow both the Finance Committee Chairman (Alderman Pandaleon) and the City Council liaison for the Golf Course (Alderman Newman), to work with City staff after the bid opening on April 19, 2017 to select a vendor to enter into a contract for the installation of the clubhouse patio.

City staff has also worked with our clubhouse designer/architect on furniture for the new patio (see attached layout on **page 98**). The furnishing cannot be purchased directly by the City from the furniture company (Kingsley Bate Furniture), we will need to purchase through Kathleen Nolan Interiors. This will also allow the City to get a discounted price on the furnishings. The total cost of the furniture for the patio is \$65,164.08.

Below is an estimated summary of project budget:

Funding Source	Vendor Contract	Amount Budgeted	Amount Requested	Budgeted? Y/N
FY18 Golf Course Fund	TBD	\$125,000	\$125,000	Y
Parks & Rec FY17 220 Operating Fund	Kathleen Nolan Interiors	\$65,164.08	\$70,000	Y

**COUNCIL ACTION:** If determined to be appropriate by the City Council, City staff requests approval of the following:

1. Approval of the purchase of materials for the installation of the Deerpath Golf Course Patio; to include Lurvey Landscape Supply for the brick pavers (\$12,806.53) and Aspen Valley Landscape Supply for natural stone border material (\$15,049.28), for a total of \$27,855.81; *and*
2. Approval to Authorize both the Finance Committee Chairman (Alderman Pandaleon) and the City Council Liaison for the Golf Course (Alderman Newman), to select a vendor to enter into a contract for the installation of the clubhouse patio, in an amount not to exceed \$97,144.19; *and*
3. Approval to purchase all patio furnishings from Kathleen Nolan Interiors, not to exceed \$65,164.08

## **11. Award of Bid for the North Western Avenue Streetscape Project**

STAFF CONTACT: *Robert Ells, Superintendent of Engineering (810-3555)*

**PURPOSE AND ACTION REQUESTED:** Staff is requesting City Council approval of a bid for the North Western Avenue Streetscape Project.

**BACKGROUND/DISCUSSION:** Lake Forest has long recognized the relationship between an attractive, well maintained streetscape and a competitive business environment. An aesthetically appealing Central Business District (CBD) provides an inviting place that can attract new businesses and residents as it enhances the quality of the environment for people to live, work, and play. With this in mind, and in an effort to enhance the appearance of the North Western Avenue's pedestrian environment in the northern corridor, the Civic Beautification Committee and the City developed a new streetscape plan. The new streetscape will create a high quality and attractive environment throughout this area that will evoke a sense of pride, care and safety for people who live, work and visit in Lake Forest. The project creates a comfortable, attractive and low maintenance pedestrian environment that is functional, unified in design, and aesthetically pleasing.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	04/17/17	Reviewed & Approved
City Finance Committee	03/14/16	Informational Only
Public Follow-Up Session	03/01/16	Design Plan Well Received
Civic Beautification Committee	On-Going	Recommend Design Plan
Public Visioning Session	10/08/15	Provided Insight/Input for Improvements

**BUDGET/FISCAL IMPACT:** Bids for the North Western Avenue Streetscape Project were received and opened on March 31, 2017. The City received a total of six bids.

Bidder	Bid Amount
<b>Landmark Contractors, Inc.</b>	<b>\$ 308,840.94</b>
Schroeder Asphalt Services, Inc.	\$ 310,932.44
A Lamp Concrete Contractors, Inc.	\$ 324,411.60
D'Land Construction, LLC.	\$ 335,948.05
Schroeder and Schroeder, Inc.	\$ 360,572.60
Alliance Contractors, Inc.	\$ 439,122.50
Engineer's Estimate	\$ 327,190.00

Landmark Contractors, Inc. has considerable experience performing this type of work and is IDOT Certified.

If awarded, work on this project will commence on or around May 1, 2017 and will be completed by August 4, 2017. Upon award of the contract, the City will meet with the contractor to develop a schedule for the execution of work. Engineering staff will provide daily oversight and inspections of the construction.

Below is an estimated summary of the project budget:

FY2018 Funding Source	Account Number	Account Budget	Amount Requested	Budgeted? Y/N
MFT Fund	202-0001-439-76-93	\$327,000	\$327,000	Y

**COUNCIL ACTION:** Staff recommends City Council award a bid for the North Western Avenue Streetscape contract to Landmark Contractors, Inc. in the amount of \$308,840.94. In addition, staff is requesting that City Council authorize to expend, if necessary, the remaining

\$18,159.06 for any unforeseen conditions that might result in change orders with the contractor.

**12. Consideration of a Shared Services Agreement with Lake County as a Pilot Program.  
(Approval by Motion)**

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

On an ongoing basis, staff from the City's Community Development Department meets with staff from the Lake County Department of Planning, Building and Development to share information on processes and projects, and to discuss opportunities for sharing resources. On an informal basis, some limited sharing of resources, in the form of staff time, has occurred to date and has proven to be mutually beneficial.

A two-year pilot program is proposed to allow for continued exploration of the benefits and any potential drawbacks of an ongoing shared services program. A draft Intergovernmental Agreement for Shared Inspection and Development Review Services is included in the Council packet beginning on **page 99**. The concept is that during times of peak activity, or during staffing shortages due to vacations or illness, a process will be in place to allow the County and the City to share staff to fill short term gaps. This added flexibility provides not only the opportunity for supplemental staffing resources, but also continues to build the relationship between City and County staff offering opportunities for all parties to benefit from sharing knowledge, experiences and best practices.

After the two year pilot program, the shared service program will be re-evaluated and the Agreement reconsidered.

**COUNCIL ACTION:** Approve a motion authorizing the City Manager to enter into a Shared Services Agreement with Lake County in substantially the form of the Agreement included in the Council packet, subject to City Attorney review.

**13. Award of Contract for the Lake Forest share of the 2017 Joint Sewer Lining Project Contract.**

*STAFF CONTACT: Robert W. Ells, Superintendent of Engineering (847-810-3555)*

**PURPOSE AND ACTION REQUESTED:** Staff recommends awarding a contract for the Lake Forest share of the 2017 Joint Sewer Lining Project to Hoerr Construction.

**BACKGROUND/DISCUSSION:** The City maintains 139 miles of mainline sanitary sewers. The pipe material that was predominantly used in the past to construct the sewers was a clay material. The clay pipes are most susceptible to deterioration from natural elements and root intrusions resulting in broken pipes and leaking joints. With a deteriorated pipe, the functionality of the pipe to carry the flows is compromised thereby creating surcharges and/or backups. This reconstruction technique is done without the expensive and disruptive excavation process. The process provides for the insertion of a special liner inside the pipe, creating a new smooth-surfaced, long-lasting pipe within the old sewer.

This project was bid under the Municipal Partnering Program (MPI) with Highland Park, and Mundelein with Lake Forest as the lead agency.

**This Contract may be renewed for up to three additional and consecutive one-year terms, upon the mutual written consent of the City and Contractor.**

**BUDGET/FISCAL IMPACT:** Bids for the 2017 Joint Sewer Lining Project were received and opened on March 31, 2017. The City received a total of five bids.

The following is a summary of the bids received:

BIDDER	BID AMOUNT
<b>Hoerr Construction</b>	<b>\$147,663.00</b>
Visu-Sewer	\$158,034.00
SAK Construction, LLC	\$167,361.00
Insituform Tech USA	\$170,118.00
Michels Corporation	\$190,663.00
<i>Engineer's Estimate</i>	\$150,000.00

The low bidder, Hoerr Construction, has worked in The City of Lake Forest on several sewer lining projects over the last three years. The projects have been completed on time and the work was satisfactory to Engineering's staff.

If approved by City Council, the project would commence on or about June 5<sup>th</sup> and be completed by the end of August. Upon confirming the start date of the project, a letter will be sent to the residents within the limits of the project two weeks prior to start of construction. Below is an estimated summary of project budget:

FY2018 Funding Source	Account Number	Amount Budgeted	Amount Requested	Budgeted? Y/N
Water and Sewer Fund	508-0001-434-67-46	\$150,000	\$150,000	Y

**COUNCIL ACTION:** Staff recommends awarding the contract for the 2017 Joint Sewer Lining Project to Hoerr Construction, in the amount of \$147,663. Staff also requests that City Council authorize staff to expend, if necessary, the remaining budgeted amount of \$2337 for change orders that may occur during the administration of this project for a not-to-exceed amount of \$150,000.

#### **14. Request for City Council Approval of a Landfill Disposal Fee Agreement**

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

**PURPOSE AND ACTION REQUESTED:** Staff is requesting City Council approval of a five year landfill disposal fee agreement. The City disposes all of its solid waste that is collected both on the residential routes and the weekend Compost Center, at one of two landfills within Lake County. Waste Management operates its landfill in Grayslake and Advanced Disposal

operates theirs in Zion. The City utilizes whichever landfill provides the least expensive disposal rates. For the past fifteen years, Advanced Disposal has charged a lesser rate.

**BACKGROUND/DISCUSSION:** In June, 2014, City Council approved a negotiated three year landfill disposal fee agreement with Advanced Disposal. That agreement ends on June 18, 2017 and if not automatically renewed, requires a sixty-day cancellation notice by the City. Rather than automatically renewing the agreement, staff took the opportunity to negotiate a new three or five year agreement with both Advanced Disposal and Waste Management. In 2014 when the City was pursuing its current agreement, staff was informed by both landfills that the City would receive a significantly less disposal price per ton if such pricing was negotiated versus being obtained through a sealed bid process. The City's Mayor at the time worked in the refuse hauling and disposal business and confirmed that approach. In late March, 2017, staff reaffirmed this process with both landfills. Both agreed that due to the competitive nature of the business, negotiating disposal fees at a local or regional level would provide a significantly less price per ton. They noted that if the City chose to bid the disposal fees, pricing would ultimately require their corporate office to become involved and a higher price would be proposed.

Attached on **page 104** are the proposals from the two landfills, a draft agreement from Advanced Disposal, and two Public Works Committee slides summarizing the proposals and the differences between the two landfills. The following charts outline what the City is currently paying along with the negotiated three and five-year rates from both landfills.

CURRENT DISPOSAL RATES – ADVANCED DISPOSAL

	Current Rate
Price Per Ton	\$51.50

NEGOTIATED FIVE-YEAR RATES

Year	Waste Management	Advanced Disposal
1	\$40.00	\$39.50
2	\$41.20	\$40.70
3	\$42.44	\$41.94
4	\$43.71	\$43.21
5	\$45.02	\$44.52

NEGOTIATED THREE-YEAR RATES

Year	Waste Management	Advanced Disposal
1	\$40.00	\$40.50
2	\$41.20	\$41.70
3	\$42.44	\$42.94

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	4/3/17	Reviewed and Approved

**BUDGET/FISCAL IMPACT:** The Public Works Committee is recommending City Council approve a five-year agreement with Advanced Disposal. Not only is Advanced Disposal's five-year

price per ton less, but the landfill has a larger dumping area, an unmanned scale, opened on Saturdays, and a well maintained road back to the disposal area.

The City collects approximately 7,000 tons of refuse per year. By agreeing to a five-year commitment with Advanced Disposal, the City will save \$12.00/ton or \$84,000 in year one compared to its current rate. If approved this evening, the City will begin receiving the new rate on June 19, 2017.

Below is a summary of proposed FY '18 refuse disposal budget. With the new rate not beginning until late June and the annual tonnage estimated, staff is requesting a budget sufficient to pay for any possible increase in volumes collected at homes or at the Compost Center.

FY2018 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
General Fund	\$361,500	\$310,000	Y

**COUNCIL ACTION:** City Council approval of a landfill agreement with Advanced Disposal for five years, subject to City Attorney review.

#### 15. Award of Bid for the Ponds Subdivision Outlet Repair Project

*STAFF CONTACT: Robert W. Ells, Superintendent of Engineering (810-3555)*

**PURPOSE AND ACTION REQUESTED:** Staff recommends awarding a bid for the Ponds Subdivision Outlet Repair Project to John Keno & Company, Inc.

**BACKGROUND/DISCUSSION:** The Ponds Subdivision stormwater detention facilities overflow control structures are in need of repair due to undermining (seepage of water) below the structures. The repairs are necessary to keep the functionality of the detention ponds intact. By making these maintenance improvements, the ponds will overflow within their designated areas and not cause overland flooding in adjacent land.

The overall project includes removal or partial removal, of three existing pond outlet structures and replacing them with concrete pipe outlet structures. Attached on **page 115** of this agenda is a map and pictures of each of the three outlet structures.

Over the years, the condition of the ponds and the related drainage structures has deteriorated, and the City and the HOA have disputed who is responsible for maintaining the ponds. Over the past twelve months, the City and HOA have discussed means to address the repair of the ponds, as well as their long-term maintenance. Beginning on **page 127** of this agenda is a draft agreement between the City and the HOA. Essentially, the City agrees to undertake the repairs and pay all design, construction, oversight, and management costs in connection with the project. Upon completion of the project, the HOA agrees to be fully and solely responsible for all future maintenance, repairs, and rehabilitation of the ponds in perpetuity without cost or expense to the City. Additionally, the HOA agrees to remove, and not to re-establish, signage along the outlets (including the entryways) that limits access the outlets to residents of the Association only.

**BUDGET/FISCAL IMPACT:** Bids for the Ponds Subdivision Outlet Repair Project were received and opened on April 6, 2017. The City received the following five bids:

BIDDER	BID AMOUNT
<b>John Keno and Company, Inc.</b>	<b>\$117,203.45</b>
Canyon Contracting	\$124,677.00
RA Mancini, Inc.	\$139,525.00
DK Contractors	\$161,655.00
Campanella & Sons, Inc.	\$169,610.20
<i>Engineer's Estimate</i>	\$90,000.00

The low bidder, John Keno and Company, Inc. has previously worked in The City of Lake Forest on several comparable projects over the last five years. The projects have been completed on time and the work was satisfactory to Engineering's staff.

If approved by City Council, the project would commence on or about July 10 and be completed by the end of July. Upon confirming the start date of the project, a letter will be sent to the residents within the limits of the project two weeks prior to start of construction.

Below is an estimated summary of project budget:

FY2018 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund	\$90,000	\$128,924	Y

Staff is requesting that the City exceed its original budget of \$90,000. If savings are not realized in other FY '18 capital improvement projects to pay for this overage, an appropriation ordinance would be submitted at the end of the fiscal year.

**COUNCIL ACTION:** Award the Ponds Subdivision Outlet Repair Project to John Keno and Company, Inc. in the amount of \$117,204. In addition, staff is requesting that City Council authorize to expend, if necessary, an additional amount not to exceed 10% of the contract amount, for any unforeseen change orders that may occur during this project. Therefore, the total contract cost is not expected to exceed \$128,924.

**16. Consideration to enter into a professional services contract with FGM Architects to produce plans and construction documents for the Public Safety Building (PSB) Renovation Project included in the City's FY2018 Capital Improvement Budget.**

STAFF CONTACT: Karl Walldorf, Chief of Police (810-3803)

**PURPOSE AND ACTION REQUESTED:** Staff is requesting City Council approval to enter into a professional services contract with FGM Architects to produce plans and construction documents for the PSB Renovation Project included in the City's proposed FY2018 Capital Improvement Budget.

**BACKGROUND/DISCUSSION:** In 2015 staff began pre-planning the rehabilitation of several areas on the first floor of the Public Safety Building that required attention. Staff hoped to correct ADA issues in the publically accessible first floor bathroom as well as with the lobby records window, add ballistic protection to the records lobby window, and reclaim the former dispatch center as usable office space by combining it with the records workspace. The firm of Cordogan Clark was retained to prepare conceptual drawings to address these concerns.

At the November, 2016 Finance Committee Capital Budget workshop meeting, staff presented a plan to move forward on this project in FY2018 using funds earmarked for the Public Safety Building via the impact fees received from the Laurel Avenue project. This project was approved and is moving forward via the proposed FY2018 Capital Budget.

To further this project, staff began a search for an architect to prepare plans and drawings for this fiscal year to ensure it is completed prior to any needed construction start date.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Finance Committee Meeting	11/14/16	Approval of PSB Reconstruction in FY2018 using Laurel Impact Fee

**BUDGET/FISCAL IMPACT:** Requests for Qualifications (RFQs) were sent to eight firms with knowledge and experience in producing designs for the renovation of public buildings. By the March deadline, responses from three firms were received; Cordogan Clark, Bleck and Bleck and FGM. All three firms were interviewed by Police and Public Works staff.

FGM Architects, Inc. of Oak Brook, Illinois was selected by the interview team. While all of the firms had experience doing public sector work, FGM had significantly more experience with both government and public safety projects than its peers. FGM has completed more than 130 police projects, including 18 in the last two years. These projects ranged from construction of new stations, such as Highland Park Police Department's, to more modest, one-room renovations at Mundelein Police Department. FGM has also recently repurposed several vacated dispatch centers, just like the one in our station. The firm appears very capable of designing our project satisfactorily.

FY2017 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Police Contractual Service	\$60,000	\$32,000	Y

**COUNCIL ACTION:** Consideration to enter into a professional services contract with FGM Architects, Inc. to produce plans and construction documents for the PSB Renovation Project in the amount of \$32,000.

**17. Award of Bid for a Police Department Police Vehicle.**

STAFF CONTACT: *Karl Walldorf, Chief of Police (810-3803)*

**PURPOSE AND ACTION REQUESTED:** Staff is requesting City Council authorization to award a bid for the purchase of a Chevrolet Tahoe for the Police Department to Currie Motors, identified in Northwest Municipal Conference's Suburban Purchasing Cooperative. The City has utilized the Cooperative in the past with purchases of police cars, an ambulance, and a very similar Fire Department Chevrolet Tahoe last month. The new police vehicle will replace a vehicle that has surpassed its end-of-life target mileage.

Staff is requesting City Council approve the purchase of this vehicle using funds from the Department's DUI Seizure Fund.

**BACKGROUND/DISCUSSION:** The Police Department has eleven cars assigned to patrol, six cars assigned to detectives and administration personnel, and one car assigned to our community service officers. One 2008 Chevrolet Impala assigned to investigations (unit #14) has already surpassed 100,000 miles, and no replacement is currently budgeted in the capital budgets for FY2017 or FY2018. However, sufficient funds are available and budgeted in the current DUI Seizure Fund to replace this vehicle.

This Chevrolet Tahoe would replace the nine year old Chevrolet Impala (unit #14). With the evidence technicians utilizing a significant amount of equipment, the Tahoe provides the necessary space to store such items and at the same time, has the ability to respond to any emergencies. The Impala will then be transferred to Community Development for its daily use in building inspection services.

**BUDGET/FISCAL IMPACT:** The City has purchased vehicles from the Suburban Purchasing Cooperative's current low bidder, Currie Motors, in the past and has not had any problems with the dealership nor the delivered vehicles. All warranty work will be completed by the Chevy Exchange on Route 41.

FY2017 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
DUI Seizure Fund	\$90,000	\$38,759	Y

**COUNCIL ACTION:** Award of bid for a Police Department vehicle to Currie Motors, in the amount of \$38,759.

**18. Award of the Lake Forest share of the joint 2017 Annual Street Resurfacing & Asphalt Patching Program contract.**

STAFF CONTACT: Robert Ells, Superintendent of Engineering (810-3555)

**PURPOSE AND ACTION REQUESTED:** Staff requests awarding the Lake Forest share of the joint 2017 Annual Street Resurfacing Program & Road Patching Program contract to Peter Baker & Son.

**BACKGROUND/DISCUSSION:** Each year engineering staff develops the resurfacing and patching programs based on visual inspections, pavement testing and input from staff and

Council. The results culminated in developing a 3-yr annual pavement rehabilitation program identifying the streets to be resurfaced each year.

City Staff have previously briefed the Council on Municipal Partnership Initiative (MPI), a program that takes advantage of economies of scale, for securing low bid prices, among neighboring municipalities who bid similar projects each year. This year, the City joined forces with Lake Bluff to do a joint bid for the Annual Street Resurfacing & Asphalt Patching Programs.

In 2017, the City plans to resurface approximately 2.8 center-lane miles of streets. The streets to be resurfaced are:

Street	From	To
SUFFOLK LN	RT 60	WEST END
YORKTOWNE LN	NEWCASTLE DR	WESTLEIGH RD
NEWCASTLE DR	YORKTOWNE LN	WEST END
STABLE LN	WESTLEIGH RD	SOUTH END
JENSEN DR	MIDDLEFORK DR	KENNICOTT DR
KENNICOTT DR	JENSEN DR	EMMONS CT
BARRYS CT	YORKTOWNE LN	WEST END
EMMONS CT	KENNICOTT DR	EAST END
OLD ELM ROAD	EVERETT ROAD	ESTES AVENUE
WESTLEIGH RD	RT 41	RIDGE RD
OLMSTEAD DR	MIDDLEFORK DR	KENNICOTT DR
ABINGTON CAMBS DR	OAK KNOLL DR	EAST END
TURRICUM RD	WESTLEIGH RD	McCORMICK DR

**BUDGET/FISCAL IMPACT:** The project was bid in early March with the bid opened on March 28, 2017. A total of one (1) bid for the joint project was received. The bid price consists of bid quantities that are to be completed by both municipalities as part of their respective resurfacing program and asphalt patching program. Both Communities are using Motor Fuel Tax (MFT) dollars to pay for the street resurfacing portions of their contracts. Funding for the Lake Forest asphalt patching will come from budgeted dollars in the Capital Fund.

BIDDER	TOTAL BID PRICE
Peter Baker & Son	\$1,390,000.00

The breakdown of the bid specific to Lake Forest bid items are summarized below:

BIDDER	LAKE FOREST RESURFACING SHARE	LAKE FOREST PATCHING SHARE
Peter Baker & Son	\$828,028.95	\$115,670.00
<i>Engineer's Estimate</i>	\$893,356.00	\$149,775.00

Peter Baker & Son, has considerable experience working in Lake Forest and has been performing projects in a satisfactory manner.

As part of the annual pavement inspection and in response to resident inquiries city staff evaluates the condition of the pavement to add streets to the Annual Street Resurfacing program provided the budgeted amount is greater than the bid. In order to maximize savings for the City and take advantage of the low bid prices, staff recommends adding streets to the Lake Forest share of the 2017 Annual Street Resurfacing program. These added streets have surface deterioration thereby causing inconvenience to motorists.

Both municipalities are scheduled to award their respective contracts in the month of April. City Engineering staff will provide daily inspectional services for Lake Forest portion of the contract.

If awarded, work on this project is expected to begin in May and be substantially completed late June. Upon award of the contract, both municipalities will meet with the contractor to get a tentative schedule for each community. The property owners near the vicinity of the construction work for Lake Forest portion of the 2017 ASR program will be notified in advance of the start of construction.

Below is an estimated summary of the Project budget:

FY2018 Funding Source	Account Number	Account Budget	Amount Requested	Budgeted? Y/N
MFT Fund	202-0001-439-67-11	\$900,000	\$900,000	Y
Capital Fund	311-0050-417-67-23	\$150,000	\$150,000	Y
<b>TOTAL:</b>		<b>\$1,050,000</b>	<b>\$1,050,000</b>	

**COUNCIL ACTION:** Staff recommends awarding the 2017 Annual Street Resurfacing & Asphalt Patching Program to Peter Baker & Sons in the amount of \$943,698.95 to include authorization to expend the remaining \$106,301.05 for the resurfacing of additional streets.

**COUNCIL ACTION:** Approval of the eighteen (18) Omnibus items as presented

<b>6. ORDINANCES</b>
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<b>7. ORDINANCES AFFECTING CODE AMENDMENTS</b>
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- 1. Approval of an Ordinance amending City Code Section 39.166 allowing for consideration of hardships related to Real Estate Transfer Tax Refunds (Waive First Reading and Grant Final Approval) and Motion Granting Approval of Appeal for Irene Potts in the Amount of \$1,600**

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

**PURPOSE AND ACTION REQUESTED:** The Proposed Ordinance beginning on **page 134** modifies City Code Section 39.166 at the request of the City Council to allow for consideration of hardships related to the requirements established in City Code Section 39.164 for refunds of the Real Estate Transfer Tax.

**BACKGROUND/DISCUSSION:** On April 3, the City Council considered a request from Ms. Laura Sorenson, on behalf of her parents, to waive the one-year requirement of City Code section 39.164 between a purchase and sale of properties within Lake Forest to qualify for a refund of real estate transfer tax. The City Attorney noted that should the City Council desire to approve this request, it would require an amendment to City Code. Upon discussion, the City Council requested that the City Attorney draft an amendment to the City Code allowing for consideration of hardships related to the refund of real estate transfer taxes under City Code section 39.164.

Upon review of the City Code, it was noted that City Code section 39.166 entitled "Appeals" provides that any person subject to the real estate transfer tax, or any application for exemption or refund of the tax, may first appeal to the City Manager and then to the Personnel, Compensation and Administration (PCA) Committee of the City Council. Determinations of the PCA Committee are final. The Proposed Ordinance offers an amendment to Section 39.166 that allows for the PCA Committee to consider appeals for refunds upon showing a hardship such as an act of god or medical necessity.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
City Council	4/3/17	City Council requested that City Attorney draft Code language providing hardship provision related to Real Estate Transfer Tax Refunds

**BUDGET/FISCAL IMPACT:** Approval of this item would have a modest financial impact, in that an occasional refund of real estate transfer tax would be made that would not have otherwise occurred under current City Code provisions.

**COUNCIL ACTION:** If determined to be appropriate by the City Council, waive first reading of an Ordinance amending City Code Section 39.166 allowing for consideration of hardships related to Real Estate Transfer Tax Refunds and grant final approval; approve motion granting approval of appeal for Irene Potts in the Amount of \$1,600.

**8. NEW BUSINESS**

**9. ADDITIONAL ITEMS FOR COUNCIL DISCUSSION**

**10. ADJOURNMENT**

The City of Lake Forest is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are required to contact City Manager Robert R. Kiely, Jr., at (847) 234-2600 promptly to allow the City to make reasonable accommodations for those persons.





## Memorandum

**To:** The Honorable Donald Schoenheider, Mayor  
**From:** Lee Brown, FAICP – President, Teska Associates  
Michael Blue, FAICP – Principal, Teska Associates  
**Date:** April 13, 2017

**RE: Plan Review and Building Permit Assessment – Draft Findings Report**

An assessment of the City of Lake Forest building permit and inspection process is being conducted to understand system operations, customer use of the process, and whether adjustments to current procedures to enhance the service merit consideration. Most of the analysis has been completed. This draft report describes findings from the assessment and preliminary recommendations for the City to consider enhancing current systems.

## Assessment Tasks

This assessment involved an in-depth review of procedures and a wide-ranging collection and consideration of stakeholder perspectives related to the Lake Forest building permit and inspection process. Both aspects proved to be useful in understanding the way permits are reviewed and issued, as well as what permit processes are seen by customers as working well or needing improvement. No one piece of data or set of discussions drove this evaluation, rather the entire process painted a picture of how plan review and permitting functions for Lake Forest. The evaluation included:

- Review of development process related ordinances, materials distributed to the public, information from the City's website, permit forms, and associated materials.
- Review of data maintained by the City regarding number of issued permits, review time, counter visits, and inspections.
- Interviews with all Community Development Department staff.
- Focus group meeting with thirty-one local realtors.
- Interviews with local stakeholders regarding the overall permitting process.
  - Past and current Building Review Board (BRB) / Historic Preservation Commission (HPC) members
  - Elected officials
  - Permit process customers
- An invitation from Mayor Schoenheider was extended to more than 150 architects, builders, contractors, tradesmen, real estate professionals and property owners who had recently completed a project in Lake Forest respond to a survey or contact us directly.
- The online survey asked questions regarding experience and satisfaction with the permitting and inspection process (50 responses received).
- A separate assessment of the permitting processes in twenty-five local and national comparable communities, with follow-up interviews.

## Primary Findings

Findings of this evaluation are presented in five areas:

1. Technical Assessment
2. Perceptions About the Process
3. Public Review Before BRB and HPC
4. Survey Findings
5. Recommendations

This assessment finds that:

- **Fundamental practices of good departmental operations are in place to a high degree.**
- **Ample and open communications between staff and applicants supports an effective permit process. Opportunities to expand this outreach exist and should be considered by the City.**
- **Department staff are professional and well skilled.**
- **Breaking out plan reviews by permit type (standard, Fast Track and Over the Counter) helps customers by matching anticipated review times to scale of work.**
- **Lake Forest's review of new residential development and additions is uncommon among its peers and comparable communities. It sets a very high expectation for community character and development quality, reflected in its standards and procedures.**
- **The Building Review Board process supports high standards for community character, but can be a source of frustration for applicants and for neighbors in the review process. Relocating BRB (and HPC) meetings to a conference room in the Municipal Services Building is strongly recommended so those meetings can be more effectively conducted in a workshop format.**

## Technical Assessment

**Fundamental Practices:** A first step in assessing building permit and inspection processes is to determine whether an organization and its systems apply sound fundamental practices. While these concepts may seem straightforward or even obvious, the fact is they are not adequately applied in every permitting system and it is necessary to confirm that they are in place. Based on review of the permit and inspection process in Lake Forest, these base systems are in place and working effectively:

- **Sound Internal Communications:** Community Development staff work closely together (both in terms of team work and proximity). Staff sharing has been established with the Fire Department, which greatly enhances internal staff coordination (especially for commercial developments) and is a benefit to customers. Interactions with City engineering and Public Works staff occur regularly.
- **Comfortable Work Environment:** The Municipal Services building affords a work environment with practical work spaces, comfortable lighting, opportunities for privacy, collective interaction, proximate filing resources, and attractive and functional spaces to meet with applicants and the community. The Department projects a friendly, calm, professional and respectful atmosphere that moderates what can otherwise be a difficult and stressful point of contact between a city and its residents. Further, each of the staff members projects a positive attitude about the Department and Lake Forest. Staff members reported a strong level of respect and support from elected and appointed leadership that is devoid of politicization of the development and permit review processes.
- **Availability of Staff to Applicants** (good customer service): Surveys and stakeholder discussions indicate that all Department staff are very much available for any question at all stages of the permitting process. Many described staff as essentially “just a phone call away”. With very rare exceptions, applicants reported very timely responses to their inquiries.
- **Single Set of Plan Review Comments:** Applicants receive a unified, joint response of technical plan reviews from the various disciplines – as compiled by the City staff. This supports a smooth plan review process and greater clarity for applications.
- **Categories of Permit Types:** That the City allows for Fast Track and Over the Counter Permits serves applicants with smaller projects and keeps those applications from getting unnecessarily delayed in the process. It presents a proportional application of resources to each level of application complexity, and therefore, a consistently high level of service over the whole spectrum of permit applications.
- **Sound Record Keeping:** The Department maintains records on permits and properties and, to the benefit of the community, often has usable background (such as a plats) available for by residents. To improve records management, the City is embarking on an electronic records management program.
- **Staff Training:** Department staff have the opportunity to secure training pertinent to their work.
- **Permit Process Information:** Explanatory materials are available to customers regarding permits, procedures, and standards.
- **Use of Technology:** Permit process materials are available on the City website. The Department is working to expand its application of technology by evaluating electronic plan review submissions and is preparing to participate in a City-wide computer system update that will include new permitting software.
- **Predictable Plan Review Times:** The Department has established target turnaround times for plan reviews. Different timeframes are applicable based on permit complexity (fifteen business days for standard permits, five days for Fast Track permits, and over the counter permits that can be issued in one visit to the Department).

- **Shared Goals:** The Department publishes its Mission and Vision statements in the Budget document, clearly articulating the goals of managing growth and change, preserving the distinct character of the community, strong property values and quality of life, and the responsibility to guide applicants through the development review process necessary to achieve these goals.

**Review Timing:** Perhaps the most often scrutinized aspect of issuing building permits is the time required for submitted plans to be approved and permits issued. A survey of comparable communities conducted for this project indicates that targets of three to four weeks for a first response are common. Two week turnaround was noted in limited instances, as was difficulty in meeting that time frame. Those surveyed indicated various success in meeting the turnaround target – some noting the target was “generally” met. The few that set a percentage indicated meeting their target 70 to 80 percent of the time.

As for Lake Forest, evaluation of Department customer survey responses and stakeholder discussions indicate the planned turnaround of 15 business days for standard permits and five days for Fast Track permits is generally considered appropriate, but that faster turnaround is always desirable. Data from approximately two years of permit tracking show that standard permits are issued within the 15 business day target 71 percent of the time and within 20 business days 86 percent of the time. Fast Track permits are issued within five days 88 percent of the time and within 10 days 98 percent of the time. For permits requiring engineering review, which is conducted by an outside consulting firm, it was noted that project complexity can diminish the probability of meeting the 15 day target.

The 15-day turnaround target is consistent with those of surveyed communities for standard permits. Most communities did not indicate a specifically defined Fast Track permit, but noted that smaller permits are generally reviewed faster than the target time. In addition, most communities did have a form of over the counter permit. The Fast Track category in Lake Forest is beneficial to applicants in that it provides a “right-sized” review of smaller project plans.

**Communications:** Stakeholders interviewed indicated that all Community Development staff are available for questions and insights throughout the process; the City gets strong marks from stakeholders for that availability. In fact, those interviewed (stakeholders and Department staff) noted that a meeting between staff and the applicant (and/or their designer or contractor) is key to a successful plan review and construction project. It informs applicants of the best way to approach possible design and code challenges, and informs the City of potentially unique plan review questions that may arise. The benefit of early and clear communications with staff, and the ready availability of CD staff, from the Director on down, were among the most positive and most commonly made observations during the assessment. This point was made most strongly by architects and others as relates to larger projects, and isn’t as relevant to smaller (fast track or over the counter) projects – although, anecdotally there were comments that even those doing smaller projects were welcome to and do meet with staff.

A challenging aspect of development review and permitting is predicting when a permit will be ready for issuance. Plans are reviewed in the order in which they are received; some can require input from multiple review points, and can be waiting on additional information from applicants or others. For this reason, it is typically impossible to give a date certain when the permit will be issued. Staff indicated that during busy times they will inform applicants that issuance may be closer to or even beyond the target date due to plan review volumes – in the interest of good communication, this is a sound practice. Nevertheless, stakeholders and survey respondents indicated a desire for more information about permit status.

Availability of Department staff for questions on permit issuance status must be seen as a double-edged sword. Taking the time to update applicants provides high quality customer service, but also takes staff from the work of reviewing and issuing permits. This is an ongoing balancing act in all permit and inspection work, but is exaggerated where staff resources are lean.

**Bulk Calculation:** The calculation of “bulk” was raised several times during focus group and stakeholder discussions. The standard was generally understood as the way in which lot size limits house size. However, calculating the standard was noted by some as being detailed, complex, and hard to understand and apply. In addition, the question was raised by some as to why this standard did not suffice in regulating home construction – essentially asking why the BRB process was required if a bulk standard was met. In fact, the City uses the term “bulk” in two ways: As a measure of actual building volume, and as a measure of perceived building volume. The bulk standard relates to the actual building volume, while the BRB evaluates how the building will be perceived in the context of its siting and surroundings.

**Website:** The City website has information related to the permit and inspection process, but requires a bit of persistent digging into the site to find the relevant information. The website is a valuable resource, but is not perceived by many users as intuitively organized. A user with a good sense of what they were looking for will do better with the site and find: permit applications, submittal checklists, and workbooks for building scale and urban design guidelines. Limited background information is provided on the overall permit process or details on process elements, such as the BRB. The requirement for BRB review of single family homes is not clearly noted, but should be, as this requirement is not common in other communities.

The website provides limited prioritization of permit related information. For example, the Building Scale Workbook and City of Lake Forest Design Guidelines are significant permit process tools in the City but are not highlighted as such. Likewise, checklists for plan submittal can be found on the site, but they are not highlighted as valuable tools to be used in the process (as they were noted to be by stakeholders and survey respondents). In short, these valuable information sources seem to be located on the website to be found once directed there by a staff member, not for someone at home, after hours, seeking to learn how the process works – or in the case of designers, contractors, and realtors, being able to show their clients how the process works.

The survey conducted for this assessment shows that seven percent of respondents considered the website a primary source of information on the process; 56 percent noted that Community Development Staff was their main information source. This is consistent with the customer service approach of staff and challenges of information retrieval from the website. While an important tool, no website will completely absorb customer service requests, especially in a service oriented community such as Lake Forest.

In comparison to other communities’ building permit website pages, our experience generally and research related to this assignment shows that the information level and customer interface for Lake Forest is typical of most. However, some sites are organized such that a specific section is prominently identified for all aspects of construction. If appropriately designed, this approach can be a useful hub for permit and development related information. Even so, most sites follow the structure of permit information being found through the related departments or a “I want to...” link – which, ultimately leads users to the same information or location as the department based information.

**Staffing:** The assessment is not a manpower study, it does not consider the number of staff positions in comparison to other comparable communities, primarily because the duties and responsibilities assigned to the staff vary so widely between communities. The assessment focuses, instead, on the product and the perception of the process by consumers of the Department's work.

The loss of two and one-half positions within the Community Development department as a result of the past economic downturn was noted several times in stakeholder discussions. The change was described as understandable due to the drop in development activity. However, given that the economy has improved and development activity with it, there were questions from stakeholders as to whether adding back the staff member could help meet demands on the Department.

Despite the loss of positions, the staff has been able to cover the four significant areas of responsibilities they have been assigned without reducing the quality of the product or decay in the work environment. Those four responsibilities: plan review, site/building inspections, technical support for the Council and review bodies, and communications with applicants and public, have significantly inelastic elements that are tied more to the number of homes and businesses in the community and only partially tied to economic cycles. The potential technology improvements discussed elsewhere in this assessment do not substitute for staff capacity, particularly in the case of a customer-focused service environment like Lake Forest. Technology improvements are likely to benefit the quality, speed and management of project files and project reviews, but are not likely to have an impact on the need for staff resources to serve the inelastic demand for inspections, staff reports and communications with the public.

## Perception About of the Process

Use and understanding of the permit and inspection process for any community is part fact, part perception. Applicants (especially residents and business owners) may only apply for permits once or twice during their time in Lake Forest. Their perception of the process will be influenced by what they hear from others. Even those familiar with the process may be influenced by one experience they had or heard stories about. These perceptions are not indicators in and of themselves of the strength or weaknesses of Lake Forest's permit process operations. Yet, they influence permit applicants and potential applicants and, hence, are considered in its assessment. The comments and responses from real estate professionals consistently reflected anecdotal evidence and perceptions built on what they had heard from colleagues or observed from attending a BRB or HPC meeting. These often negative perceptions influence potential home-buyers, and appear to be an influential voice in the community. As such, enhanced information and understanding of the review standards and review process, made available through a cooperative effort of realtors and brokers, may be a valuable investment in setting appropriate expectations.

**Reliance on Staff:** The overwhelming consensus of this assessment has been respect and appreciation of Community Development staff. That staff is polite and knowledgeable are among the most positive survey responses; this finding also is reflected in stakeholder interviews. But, this must be seen in a context beyond their professionalism and patience with customers. The Lake Forest permitting process can be complex (for example the bulk calculation), unusual (requiring design review of single-family homes), and lengthy (when commission or board approval is required). This construct drives customers to the support provided by those who know the system best, Department Staff. As noted earlier, this accommodates good customer service, but reduces the time available for conducting plan review and other tasks. The balance point between staff availability to customers and work load capacity will be part of the City deliberations in considering recommendations for system enhancement.

**The Lake Forest Standard:** The architectural integrity and strong character of Lake Forest is fundamentally recognized, appreciated, and embraced by the community. It comes from the City's history and the expectations of its residents. Preservation of that character is incorporated into the functions of BRB and HPC. Stakeholders interviewed for this assessment noted that there is value added to individual projects and the community as a whole from those review bodies. In addition, there was acknowledgment that the processes (more for BRB than HPC) can be viewed as long, intrusive, and challenging.

In part, this comes from the complexity of projects in Lake Forest, and affects both permitting and board and commission review. Residential architecture is personal, many new homes and additions are large, and unique elements are likely to be part of a project. Likewise, commercial projects are significant and designed and built to high quality standards (as seen with the hospital and office park construction). In some instances, both residential and commercial work involves historic structures. In these ways, the high standard of construction in the City becomes a factor in the amount of review time, code interpretation, and construction time experienced by applicants – making the process more complex than might be seen in other communities. Again, the process is a balancing act of how best to maintain the desired community character of Lake Forest.

**Frequent Flyers:** Occasionally heard through the assessment was the notion that there are preferred or even recommended architects and contractors in Lake Forest; that these professionals had a track record of success with the permit review process. While not preferred in the sense that they are recommended by the City, stakeholder interviews made clear that there are certainly designers and builders who regularly work in Lake Forest and have, over time, come to understand navigating the permit process.

However, the interviews (some with those who are well practiced in the permit process) indicated a correlation of a high degree of success and satisfaction with an approach that included early and clear communications with the City staff regarding code applications and commission expectations. Over time some professionals have come to recognize the importance of both. They communicate with staff early in the process and acknowledge board and commission roles. They come to understand the perspective of BRB and HPC and incorporate those expectations rather than push against them. This approach can be more difficult for those less familiar with the process (particularly out of town architects and builders), but again reflects the identified benefit of early and consistent communications in the process, and potentially the benefits of clear and accessible guides and references for unfamiliar applicants.

DRAFT

## Public Review Before BRB and HPC

### The Public Forum

As with much public engagement, the forum influences the message. Planning, community development and economic development have always been an act of balancing public and private interests and property rights. Lake Forest has recognized the direct relation between the compatibility of new and expanded homes and their context on individual and collective property values and quality of life. By incorporating the public review of petitions by the BRB or HPC, the process gives a strong voice to the public interests. The BRB and HPC meetings must remain open and accessible public meetings, but the forum and format before a presiding body in the City Council Chambers, and repeatedly broadcast on cable TV and available on the City's website, heightens the "courtroom" or adversarial atmosphere, and may diminish the facility to arbitrate satisfactory resolution of issues.

**Building Review Board:** As noted in the City Code, the purpose of the BRB is:

*The Building Review Board is responsible for evaluating and making recommendations regarding new construction, demolitions, additions and alterations to existing buildings and signage for the purpose of ensuring that the character of the community, the high standards for development, the quality of life and property values are maintained. The Building Review Board provides a forum for public input and deliberation with a focus on architectural design, building massing, landscaping and overall site design in relation to the individual site and the neighborhood as a whole. Lake Forest City Code: 150.147 (B) (2)*

This description, like the introductory statement read at the start of the Board's meetings, is an apt explanation of the BRB process. It highlights the role this body serves in the City and the expectations it addresses. As noted, there is general consensus among those who participated in the process that the BRB serves its intended role and supports community expectations for development. It was also noted through the assessment process that the quality of BRB review and reviewers is improved over past practices. Some pointed to the fact that the interview and vetting process required to sit on the BRB (and other commissions) has added value to the processes. It was also noted that the review process is very much facilitated by the depth and quality of information provided by staff (and in the staff report) on each case.

There is a general sense among those interviewed that the end result of the BRB process is a better building than would have been the case without the process. Board members noted, anecdotally, of applicants expressing appreciation that the Board raised ideas that had not been otherwise considered, and which resulted in them being pleased with the ultimate result. Yet, these positive results are not reflective in the comments of other stakeholders, particularly real estate professionals and building contractors who are most sensitive to the timing of the process.

Even though the BRB and HPC, combined, review approximately two percent (2%) of all permits issued by City of Lake Forest, the BRB was the most often noted downside of the Lake Forest building permit process in this assessment. By nature of its function, this is not surprising. The process lengthens authorization time to begin construction, often requires changes to initial architectural design, and the final result of the process is unpredictable to applicants and their designers.

Given these conflicting perspectives, there is merit to further understand what may create (or add to) consternation over the BRB:

1. While it is generally understood that new construction and major additions require BRB review, it was not clear to many applicants what types of permit or construction requests require BRB considerations. Further, some interviewed indicated that they anticipated BRB was a required step, but that upon meeting with staff were able to make adjustments that eliminated the requirement. That such adjustments can be made is logical, but those interviewed could not articulate the distinction. This perceived lack of predictability of what work requires BRB approval adds to confusion about its utility.
2. Standards for BRB approval are not clear to applicants. The City Code and Residential Design Guidelines spell out desirable design elements in detail. However, they do not establish priorities or a focused and uniform set of standards upon which projects will be evaluated. The worksheet at the rear of the Guidelines provides perhaps the best focus on expectations of the designs. In general, the emphasis is on new construction being in context with the surrounding area and overall community. That said, a number of comments through this assessment note that when BRB is not working as well as possible, the review focuses too closely on small design elements or gives the sense that the Board members are redesigning the house. Further issues are that involvement of neighbors extends beyond expressing concerns over impacts on their properties to adding their design preferences to the subject property. While not the intent of the process or the members, any design review process can result in such practices.
3. The BRB step in the approval process comes prior to issuance of a building permit, but from the perspective of the applicant occurs months (perhaps a year or more) after they have begun the process of developing their new home. To come to the BRB stage after becoming vested in a design or configuration of a home can create frustration for the applicant; this points to the need for wide education about the process to residents, designers, contractors, and realtors.

**Historic Preservation Commission:** The role of historic preservation is, on its face, more apparent to those that go through the process. They are generally likely to know their current or future home is historic (or in a historic district) and that such a designation comes with limitations. In some cases, those who own such homes embrace the concept of living in a historic structure and the obligations it brings. This is borne out by the online survey. While the number of persons responding to the survey that had been through the HPC was relatively small, they were most likely to respond positively regarding aspects of the approval process. Two aspects of the HPC process raised questions:

1. The HPC does not review plans for historic structures outside of the City's historic districts unless the structures are designated as Local Landmarks. This was a bit of an incongruity to some, who noted that a historic structure should be reviewed by the HPC (rather than BRB).
2. There are a number of homes in the City's historic districts that are not historic or are considered "not-contributing" to the character of the district. Changes to those structures require HPC consideration, but are reviewed to the same considerations as a historic structure.

## Survey Findings

Two surveys were conducted as part of this assessment to establish a broader understanding of permit review processes in other communities and how the Lake Forest process is perceived by users.

**Comparable Communities:** The survey of comparable communities included those that Lake Forest has previously benchmarked itself against and are of comparable size. In addition, we identified a number of Chicago area communities with similarities to Lake Forest. Survey questions were developed to allow ease of response (to encourage people to reply) and focused on basic aspects of plan review and permit issuance (this surveying and direct interviewing continues in anticipation of further information for the final report). In addition, we visited the websites of each community to evaluate the ease of finding information about their permitting processes and the completeness of that information. Preliminary findings of the survey are:

- Most responding communities offer a meeting with staff for the applicant prior to initiating the plan review, but those meetings are not mandatory.
- Time for plan review till issuance of permit varies, but most aim to complete the review within 3 to 4 weeks. For those providing detailed information, their targets for completing plan reviews were reached between 70 and 80 of the time.
- Most communities offer an over the counter permit for simple projects, but it is not clear that they provide an equivalent to the City's Fast Track permit option.
- Websites provided background and forms related to the permit process, but few provide the information in a single, specifically designated portion of the site.
- Few communities require architectural review of single family homes.

**Customer Survey:** A survey of Community Development customers that had been through the permitting process in the last two years was offered online. Contact was made by email with a letter of invitation from the mayor included. The survey was not intended as a definitive element of this assessment, and with a total of 50 responses cannot be considered at all statistically significant. That those involved with larger projects were more likely to respond to the survey, and results echo that perspective. However, the survey provided indication of relative differences in perspectives on the permit process. Also, the survey input informed the overall assessment and allowed more in depth discussions with stakeholders.

As part of the survey, respondents were asked the extent which they agreed with a series of statements regarding the plan review and permit process. Those responses are summarized below:

**Highest Level of Agreement**

- Would like to be able to check the status of permits on line
- Community Development Staff know the process
- Community Development Staff are polite
- Community Development Staff know the code
- Overall experience as positive
- Plan review response was timely
- Checklists of required Information helped

**Moderate Level of Agreement**

- Would like to be able to schedule inspections on line
- Would like to be able to submit plans electronically
- Community Development problem solved issues
- Getting started was straightforward
- City code regulations were understandable
- Plan review time was satisfactory

**Lowest Level of Agreement**

- Phone inspection schedule system was helpful
- Permit fees were reasonable

## Recommendations

Based on the input of stakeholders, customers and City Staff, as well as assessment of current permit and inspection procedures, the following recommendations to enhance the plan review process are provided for consideration by the City. They are grouped into categories related to: 1) expanding on existing **communication** with customers, 2) use of **technology**, 3) the **Building Review Board**, and 4) **Immediate** and **Intermediate** recommendations

### Facilitating Efficient Communication

The great amount and ease of access to Community Development staff available to permit applicants is a key aspect of this service in Lake Forest, and much appreciated by customers. These personal interactions facilitate the permit process and enhance the quality of service. While phone calls and counter discussions are not the most time efficient manner in which to convey information, limiting this access is not suggested here. Rather, expanding existing sources and adding outlets for commonly requested information can be used to relieve the need for some one on one contact:

**Classes:** Community Development staff currently provide educational sessions to contractors and others about code requirements. This outreach has value in terms of expanding customers' understanding of the process and related codes, but also makes clear that the City should be seen as a partner in design and construction work. Sessions can focus on specific aspects of the process (such as the review bodies) and can help with contractor awareness when new model codes and local amendments are adopted. In addition, sessions can be geared to specific groups like do-it-yourselfers, realtors, or those living in historic homes. Workshops such as these might also be consolidated into an event based program or series of sessions in the form of a "Citizens Community Development Academy" (as done by other City departments).

**Video:** Brief videos are a common tool to share information and instruction. Videos related to permit and inspection requirements could be produced and shared with the community via cable and the website. Video capture of the above described Community Development Academy classes can facilitate repeat viewing overtime for new residents and contractors.

**The Dialogue:** Continue to provide information to the community in The Dialogue (such as the article last year about "*The Other Public Safety Department*"). Future articles might highlight unique and interesting projects (such as the hospital renovation) that can help readers understand the Department's role in the City. Newsletter articles also can highlight work of the BRB, HPC, PC, and ZBA to give residents insight into the role those groups play in maintaining Lake Forest's community character.

### Technology

**New Resource Planning System:** Lake Forest has initiated the process of acquiring a new city-wide, Electronic Data Management System, and an integrated Enterprise Resource Planning system. A module for permit and inspections will be part of that program. This presents an opportunity to expand customer service and staff management of the process. While a great number of functionalities will be considered in that evaluation, this assessment process (and our experience with other systems) highlights several items to be considered as desirable for the new system:

- **Online plan review tracking** to allow applicants to check status of their permit application in the plan review process. It may be possible to include a current average review period.
- **Inspection scheduling** available either on line or through a phone system.

- **Electronic plan submittal** should be accommodated if the City's current experiment with that functionality proves it to be useful.
- **Credit card payments** to be facilitated.
- **Mobile devices** for inspectors are already a part of the current process and should continue. Devices should provide system access comparable to when at work station and continue to include capacity for information like current City codes.
- Preparation of **plan review letters** should be facilitated by operations such as digital plan markups/notes, pull down menus for commonly used review comments and ease in compiling comments from multiple review points.
- An **internal review tracking dashboard** for staff that indicates status of all plan reviews, highlighting those that are close to review schedule targets.
- A **unified record indicator** for all properties in the City to link the permit process to other City functions and better share information – particularly if there is a circumstance that might require holding off on issuance of a permit.
- **Customizable reports** are necessary to allow staff to compile and present to the City Council locally definable information (rather than only report formats built into the system).
- A **fee estimator function** for applicants to determine permit costs prior to plan submittal.
- A **time clock hold** should be available to pause plan review time while waiting for information from an applicant. This automated function would provide an accurate accounting of whether plan reviews are conducted within the 5 or 15 day target.
- **Over the Counter permit** applications and payment should be accommodated.

**Website:** This tool can be expanded to provide additional background about the permit process as well as specific information. Items like simple flow charts depicting review processes (particularly as they may include commission approval) can help those new to the process know better what to expect. In addition, assistance with more complex functions can be accomplished on the web site; for example, incorporating items such as a residential bulk calculator or permit fee estimator may be of use.

In general, the website should help users understand the process. The current portion of the website that includes, "*Here are some tips to help ensure your project go smoothly*" is a fine example of straightforward, sound set of insights to be shared. Similar sections for commonly asked questions about topics can be beneficial. In particular, the website should be seen as most useful to those not familiar with procedures, such as residents with do-it-yourself projects. In that regard, highlighting Over the Counter and Fast Track permit processes is suggested.

A unified portion of the website can be dedicated to all aspects of construction, permits, inspections, and commissions. Users would reach this area from a prominent link on the website home page (and those of development related departments). This development focused section of the website could then break down into the types of projects conducted (residential or commercial) and then again into more detail based on common construction actions – renovation, new construction, site improvements etc. The overarching theme is that the site is built around the types of construction projects users undertake, rather than solely on City Departments.

A "Frequently Asked Questions" section for the website page would be useful for applicants (again, similar to the current *tips to keep a project moving* section). This website construct is common and users know to look to these sections as a good place to start. If available, similar "how to apply" or "what to expect" videos or PowerPoints could be posted here.

## The Building Review Board

As noted in this report, the BRB provides valuable input to maintain the character of Lake Forest. Yet, the very nature of the Board's process makes it is a lightning rod for frustration with the permit process. The bottom line is that this part of the process cannot be made completely predictable, limited to just one meeting, or be perceived as entirely objective – it is not, nor is it meant to be a black and white set of decisions. However, there are several considerations for enhancing the process:

**Revise Meeting Structure:** Relocating the BRB meetings from the Council Chambers to a conference room at the Municipal Services Building is most strongly recommended as a needed step to enhance the BRB meeting structure and overall process. The BRB meetings must remain open and accessible to the public, but the removal of the “court room” setting will accommodate a more workshop like atmosphere. While that is generally the tenor of the meetings, the formal setting of a televised meeting in the Council Chambers is not conducive to that objective. It may take several meetings to fine tune the exact format of the new approach, but indications from this assessment are that the change will be worthwhile. In the spirit of workshops, wider use of preapplication meetings should be considered. This would allow those with a pending application to bring conceptual plans before the BRB prior to delving into design details; potentially helping to save time and expense in the construction project.

**Continue to Clarify Triggers for BRB Review:** The design standards considered for permit review items are enumerated in the City Code and Residential Design Guidelines. These are evaluated by Department staff and the BRB in determining approval of submitted plans. Whether design plans for a permit request are addressed at the staff level or considered by BRB is a function of project scale and the extent to which the design adequately reflects the design standards. It is clear that new homes, demolitions, significant or highly visible additions, items that do not meet the standards and variance requests are heard by the BRB. Yet there is flexibility in this determination. The scale and visibility of a project is considered on a case by case basis, and may or may not require BRB consideration based on staff evaluation. This approach to the determination has functioned well. However, there may be value to clarifying the threshold for which of these matters elevates the review to the Board level, so that designers can have a sense of that trigger prior to consulting with staff. This might be accomplished by identifying past cases that are good examples of what did and didn't meet the threshold, and incorporate those with photos and descriptions into the Design Guidelines. In addition, the Design Guidelines could be reviewed to identify which of them are priorities when a project is considered, and highlight those for applicants.

**Expand Understanding of Board's Role:** Just as the opening statement at the BRB hearings is used to inform those at the meetings of the Board's role and procedures, more information about the value of the commission should reach the greater community. As noted earlier, this might take the form of articles in The Dialogue, workshops with stakeholder groups, or training sessions with designers and engineers. Given that a relatively limited number of permit applications even reach the BRB, community understanding of the Board appears to be based as much on legend as fact; leading to misunderstandings about the value and extent of the review.

### Immediate and Intermediate Recommendations:

Regarding next steps, work can be considered in terms of policy questions to be considered and procedural improvements to be prioritized from the recommendations above.

#### **Practice and Procedural Changes:**

- **Relocate BRB and HPC.** A workshop format is best for these groups and the change is strongly recommended. Developing the precise format that works best may take some time.
- **Coordinate with City-wide technology updates.** The planned Electronic Data Management System and an integrated Enterprise Resource Planning system present opportunities for service enhancement.
- **Revise Website.** Development / Construction related aspects of the website should be consolidated to a single area, organized to reflect user needs (rather than department structure) and highlight most used and useful information
- **Prepare Additional Public Information.** The suggested public materials should be considered and expanded upon to reflect those outreach formats found most effective in Lake Forest

#### **Policy Questions for City Council Consideration:**

- ***The City of Lake Forest has long recognized its own uniqueness, history, and architectural heritage. These values are thoughtfully balanced with the importance of supporting public and private investment in homes and neighborhoods. The BRB, the HPC and the design review process have been the means of implementing a public policy that encourages those community objectives. Does the community still consider the design review conducted by the BRB and the HPC to be the most effective manner in which to achieve these goals?***
  - An affirmative response to this question overtly reaffirms the importance of the two bodies in regard to community history, character, property value and quality of life. Further, it can establish an even stronger expectation (both among its residents and of those outside the city) about how the architectural evaluations play a role in making living and investing in Lake Forest exceptional.
- ***Going forward, what should be the role of BRB and HPC in maintaining Lake Forest's desired community character?***
  - Should there be a change of scope for these two bodies? Should architecturally significant buildings, whether inside a "district" or not be reviewed by HPC? Should non-contributing buildings be reviewed by BRB?
  - Should City Staff have greater responsibility over design review, reducing the number or nature of items that are reviewed by BRB or HPC? Should BRB or HPC have the role of "appeals from staff determination"?

**RESOLUTION NO. 2017-\_\_**

**RESOLUTION OF SUPPORT REGARDING CONWAY FARMS GOLF CLUB  
HOSTING THE 2017 BMW CHAMPIONSHIP GOLF TOURNAMENT  
SEPTEMBER 12-17, 2017**

**WHEREAS**, the Conway Farms Golf Club was designed by famed golf course architect Tom Fazio and opened for play in August, 1991 as a Scottish links-styled golf course; and

**WHEREAS**, the PGA TOUR has again selected Conway Farms Golf Club as the site of its 2017 BMW Championship, the third of four events in the PGA TOUR Playoffs for the FedEx Cup which include the top 70 golfers in the world; and

**WHEREAS**, the 2013 and 2015 BMW Championships were a success when held at Conway Farms Golf club and in 2013 and named "Tournament of the Year" by the PGA TOUR; and

**WHEREAS**, the BMW Golf Tournament raises critical funds for the Western Golf Association's Chick Evans Caddie Scholarship Program, which since 1930 has granted over 10,000 men and women at fourteen universities across the nation college scholarships, including room and board, making it one of the country's largest privately-funded scholarship programs; and

**WHEREAS**, the City of Lake Forest supports the staging of this premier golf tournament at the Conway Farms Golf Club and is prepared to assist the Western Golf Association and Conway Farms Golf Club in handling the necessary public safety and other ancillary operational services associated with the hosting of a professional golf event.

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

**SECTION ONE:** The foregoing recitals are incorporated into this Resolution as if fully set forth in this Section.

**SECTION TWO:** It is hereby determined to be in the best interest of The City of Lake Forest to authorize the City Manager and staff to provide the support necessary for the success of the golf tournament, preserve the public health, safety and welfare of the participants, spectators and residents of Lake Forest, and to do so with minimal to no financial impact on the City.

**SECTION THREE:** The City Manager is also directed to work with the appropriate parties and agencies to secure the necessary City, County and State permits including, but not limited to: building, health, liquor and sign

permits that would be normal and typical to the staging of a professional golf tournament.

**SECTION FOUR:**

The Mayor and City Council do hereby proclaim the week of September 11 through September 17, 2017 as BMW CHAMPIONSHIP GOLF TOURNAMENT week and urge all citizens to support the event and the charitable contributions made by the tournament to the Chick Evans Scholarship Program.

**SECTION FIVE:**

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED:

APPROVED:

RESOLUTION NO.: 2017-\_\_\_\_

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Mayor Donald P. Schoenheider

ATTEST:

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City Clerk

## ISSUER COMMENT

17 March 2017

### RATING

#### General Obligation (or GO Related)<sup>1</sup>

Aaa No Outlook

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## City of Lake Forest, IL

### Annual Comment on Lake Forest

#### Issuer Profile

The City of Lake Forest is located in Lake County in northeastern Illinois, on the western shore of Lake Michigan, approximately 25 miles north of Chicago. Lake County has a population of 705,186 and a population density of 1,589 people per square mile. The county's per capita personal income is \$65,329 (1st quartile) and the November 2016 unemployment rate was 4.6% (3rd quartile).<sup>2</sup> The largest industry sectors that drive the local economy are manufacturing, retail trade, and administrative/waste management services.

#### Credit Overview

Lake Forest has the highest quality credit position, and its Aaa rating is notably stronger than the US city median of Aa3. The rating reflects a very healthy financial position, and a superior socioeconomic profile with an ample tax base. It also includes a somewhat elevated pension liability with an extremely small debt burden.

**Finances:** The city has a robust financial position, which is aligned with the assigned rating of Aaa. The available fund balance as a percent of operating revenues (58.3%) is far stronger than the US median. Furthermore, Lake Forest's net cash balance as a percent of revenues (62.2%) is far above other Moody's-rated cities nationwide and rose significantly between 2013 and 2016.

**Economy and Tax Base:** The city has an exceptionally strong economy and tax base, which are aligned with its Aaa rating. The full value per capita (\$357,716) is materially above the US median. Moreover, the median family income equals a robust 281.6% of the US level. Lastly, the total full value (\$6.9 billion) is much stronger than other Moody's-rated cities nationwide. That said, this indicator declined modestly between 2013 and 2016.

**Debt and Pensions:** The city's debt burden is low. Lake Forest's net direct debt to full value (0.6%) is below the US median. On the other hand, Lake Forest has a somewhat elevated pension liability. The Moody's-adjusted net pension liability to operating revenues (2.6x) unfavorably is materially above the US median and unfavorably rose from 2013 to 2016.

**Management and Governance:** The ability to generate surplus operating margins indicates strong financial management. Favorably, on average, Lake Forest ran surpluses even as the tax base shrank modestly.

Illinois cities have an institutional framework score <sup>3</sup>of A, which is moderate compared to the nation. Institutional Framework scores measure a sector's legal ability to increase revenues and decrease expenditures. Revenue-raising ability is moderate overall but varies considerably. Home rule entities have substantial revenue-raising authority. Non-home

rule entities are subject to tax rate limitations. Total operating tax yield for non-home rule entities subject to the Property Extension Limitation Law (PTELL) is capped to the lesser of 5% or CPI growth, plus new construction. Revenue predictability is moderate, with varying dependence on property, sales, and state-distributed income taxes. Expenditures are moderately predictable but cities have limited ability to reduce them given strong public sector unions and pension benefits that enjoy strong constitutional protections.

## Sector Trends - Illinois Cities

Illinois cities (a sector that includes cities, towns, and villages) face uncertainty stemming from the state's budgetary challenges. Proposals have been made to cut income tax distributions to cities and to freeze property tax revenues. Property valuation declines have been severe in the northern region of the state, translating into reduced operating revenue for some municipalities. However, downstate valuations have remained largely stable in recent years. Most cities have been making pension contributions at or near actuarial guidelines and are therefore not expected to face dramatic pension cost increases in 2016 when the state can enforce minimum contributions.

### EXHIBIT 1

#### Key Indicators<sup>4 5</sup>

##### Lake Forest, IL

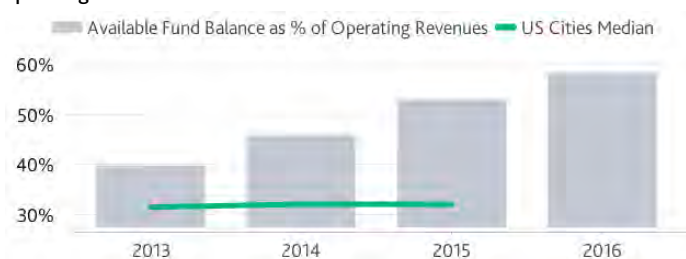
	2013	2014	2015	2016	US Median	Credit Trend
<b>Economy / Tax Base</b>						
Total Full Value	\$7,141M	\$6,767M	\$6,758M	\$6,931M	\$1,722M	Stable
Full Value Per Capita	\$374,989	\$357,799	\$356,613	\$357,716	\$85,195	Stable
Median Family Income (% of US Median)	273.2%	272.4%	281.6%	281.6%	115.2%	Improved
<b>Finances</b>						
Available Fund Balance as % of Operating Revenues	39.8%	46.0%	53.0%	58.3%	32.1%	Improved
Net Cash Balance as % of Operating Revenues	43.3%	50.0%	56.3%	62.2%	34.4%	Improved
<b>Debt / Pensions</b>						
Net Direct Debt / Full Value	0.53%	0.56%	0.52%	0.62%	1.2%	Stable
Net Direct Debt / Operating Revenues	0.90x	0.87x	0.79x	0.92x	0.94x	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Full Value	1.2%	1.4%	1.6%	1.7%	1.7%	Weakened
Moody's-adjusted Net Pension Liability (3-yr average) to Operating Revenues	2.05x	2.21x	2.38x	2.57x	1.35x	Weakened

Source: Moody's

### EXHIBIT 2

#### Available fund balance as a percent of operating revenues grew between 2013 and 2016

##### Available Fund Balance as a Percent of Operating Revenues



Source: Issuer financial statements; Moody's

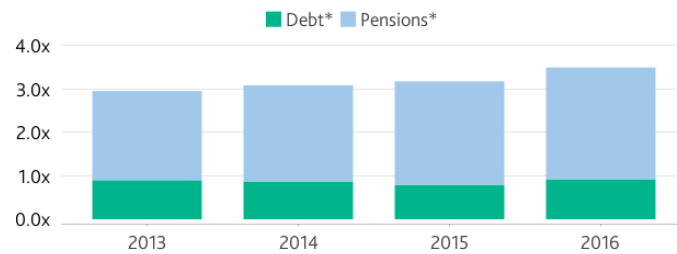
This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on [www.moody's.com](http://www.moody's.com) for the most updated credit rating action information and rating history.

## EXHIBIT 3

**Total full value decreased from 2013 to 2016****Total Full Value**

Source: Issuer financial statements; Government data sources; Offering statements; Moody's

## EXHIBIT 4

**Moody's-adjusted net pension liability to operating revenues grew from 2013 to 2016****Net Direct Debt and Adjusted Net Pension Liability / Operating Revenues**

\*Debt is represented as Net Direct Debt / Operating Revenues. Net Direct Debt is defined as gross debt minus self supporting debt. Pensions are represented as ANPL / Operating Revenues. ANPL is defined as the average of Moody's-adjusted Net Pension Liability in each of the past three years.

Source: Issuer financial statements; Government data sources; Offering statements; Moody's

## Endnotes

- 1 The rating referenced in this report is the government's General Obligation (GO) rating or its highest public rating that is GO-related. A GO bond is generally a security backed by the full faith and credit pledge and total taxing power of the local government. See [Local Government GO Pledges Vary Across States](#), for more details. GO-related ratings include issuer ratings, which are GO-equivalent ratings for governments that do not issue GO debt. GO-related ratings also include ratings on other securities that are notched or otherwise related to what the government's GO rating would be, such as annual appropriation, lease revenue, non-ad valorem, and moral obligation debt. The referenced ratings reflect the government's underlying credit quality without regard to state guarantee or enhancement programs or bond insurance.
- 2 The per capita personal income data and unemployment data for all counties in the US census are allocated to quartiles. The quartiles are ordered from strongest-to-weakest from a credit perspective: the highest per capita personal income quartile is first quartile, and the lowest unemployment rate is first quartile. The first quartile consists of the top 25% of observations in the dataset, the second quartile consists of the next 25%, and so on. The median per capita personal income for US counties is \$46,049 for 2014. The median unemployment rate for US counties is 3.6% for November 2016.
- 3 The institutional framework score measures a municipality's legal ability to match revenues with expenditures based on its constitutionally and legislatively conferred powers and responsibilities. See [US Local Government General Obligation Debt \(January 2014\)](#) for more details.
- 4 For definitions of the metrics in the Key Indicators Table, [US Local Government General Obligation Methodology and Scorecard User Guide \(July 2014\)](#). The population figure used in the Full Value Per Capita ratio is the most recently available, most often sourced from either the US Census or the American Community Survey. Similarly, the Median Family Income data reported as of 2012 and later is always the most recently available data and is sourced from the American Community Survey. The Median Family Income data prior to 2012 is sourced from the 2010 US Census. The Full Value figure used in the Net Direct Debt and Moody's-adjusted Net Pension Liability (3-year average ANPL) ratios is matched to the same year as audited financial data, or if not available, lags by one or two years. Certain state-specific rules also apply to Full Value. For example, in California and Washington, assessed value is the best available proxy for Full Value. Certain state specific rules also apply to individual data points and ratios. Moody's makes adjustments to New Jersey local governments' reported financial statements to make it more comparable to GAAP. Additionally, Moody's ANPLs reflect analyst adjustments, if any, for pension contribution support from non-operating funds and self-supporting enterprises. Many local government pension liabilities are associated with its participation in the statewide multiple-employer cost-sharing plans. Metrics represented as N/A indicate the data were not available at the time of publication.
- 5 The medians come from our most recently published local government medians report, [Medians – Growing Tax Bases and Stable Fund Balances Support Sector's Stability \(March 2016\)](#). The medians conform to our US Local Government General Obligation Debt rating methodology published in January 2014. As such, the medians presented here are based on the key metrics outlined in the methodology and the associated scorecard. The appendix of this report provides additional metrics broken out by sector, rating category, and population. We use data from a variety of sources to calculate the medians, many of which have differing reporting schedules. Whenever possible, we calculated these medians using available data for fiscal year 2014. However, there are some exceptions. Population data is based on the 2010 Census and Median Family Income is derived from the 2012 American Community Survey. Medians for some rating levels are based on relatively small sample sizes. These medians, therefore, may be subject to potentially substantial year-over-year variation. Our ratings reflect our forward looking opinion derived from forecasts of financial performance and qualitative factors, as opposed to strictly historical quantitative data used for the medians. Our expectation of future performance combined with the relative importance of certain metrics on individual local government ratings account for the range of values that can be found within each rating category. Median data for prior years published in this report may not match last year's publication due to data refinement and changes in the sample sets used, as well as rating changes, initial ratings, and rating withdrawals.

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REPORT NUMBER

1063356

**THE CITY OF LAKE FOREST**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE MAKING A SUPPLEMENTAL APPROPRIATION FOR  
THE FISCAL YEAR BEGINNING MAY 1, 2016  
AND ENDING APRIL 30, 2017**

**WHEREAS**, on July 18, 2016, The City of Lake Forest adopted Ordinance No. 2016-37 entitled the [*“Annual Appropriation Ordinance For The Fiscal Year May 1, 2016 to April 30, 2017”*] appropriating funds for the fiscal year beginning May 1, 2016 and ending April 30, 2017 (*“Appropriation Ordinance”*); and

**WHEREAS**, there is either additional revenue available to the City or estimated to be received by the City, which additional revenue became available or was estimated to be received subsequent to the adoption of the Appropriation Ordinance, or there is revenue available to the City from fund balances available when the Appropriation Ordinance was adopted but that were not appropriated at that time; and

**WHEREAS**, pursuant to 65 ILCS 5/8-2-9, the Mayor and City Council have determined that it is proper and necessary to appropriate such revenue through the adoption of this Ordinance;

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

**SECTION ONE: Recitals.** The foregoing recitals are incorporated as the findings of the City Council and are hereby incorporated into and made a part of this Ordinance.

**SECTION TWO: Supplemental Appropriation.** The City Council hereby approves a supplemental appropriation for the objects and purposes as set forth in the schedule attached hereto as Exhibit A.

**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 \_\_\_\_\_, 2017

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this \_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Mayor

ATTEST:

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

**EXHIBIT A:**

**Supplemental Appropriation Schedule**

Capital Improvements Fund \$5,600,000

2008 GO Bonds Debt Service Fund \$6,105,000

## Lake Forest - Water Treatment Plant Planning Study Summary

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### 2014

January 26, 2014	City Council Approves Study of WTP Performance by Strand Associates (Strand) in Task Order 14-01 Purchase of 88 replacement modules from Aquasource
May 1, 2014	88 Aquasource Modules arrive at WTP
May 15, 2014	Aquasource letter dated April 28, 2014 arrives at City, stating existing modules will no longer be produced
June 16, 2014	City Council Approves Amendment No. 1 to Task Order 14-01 to address obsolete membrane module and long term WTP needs.
June 26, 2014	Strand letter identifying City's goals and objectives for the WTP Study
June 2014	Public Works negotiates the purchase of 24 additional Aquasource modules
July 3, 2014	City receives notification that Aquasource would supply 24 additional modules at the same unit price as the last purchase
July 8, 2014	Public Works Committee discusses WTP Master Plan project, timeline, and 14 mgd cold water capacity membrane system replacement/retrofit option. Public Works Committee approved of purchasing 24 additional Aquasource modules
July 21, 2014	City Council Approves waiving the bid process to purchase 24 additional Aquasource modules
July 23, 2014	Strand distributes a formal Request for Proposals (RFP) to 10 membrane system manufacturers, including Aquasource, for consideration by Public Works Committee
July - August	6 Membrane System Vendors Visit WTP site to review existing conditions ahead of RFP response
August 13, 2014	8 Manufacturer's respond to RFP on-time to Strand for review
August 22, 2014	1 Manufacturer respond after RFP deadline to Strand for review.
September 10, 2014	Representatives from Aquasource and Inge visit with staff and Public Works Committee; Public Works Committee includes presentations by Aquasource and Strand (Option No. 1); Public Works Committee Accepts Recommendation to Consider 4 Vendors in more detail
September 29, 2014	Aquasource responds to July RFP
October 22, 2014	Public Works Committee reviews Strand's presentation on Option No. 1 and requests additional options, considering designs less than 14 mgd production capacity and additional input from Aquasource; Initial Project Probable Costs Presented; Non-WTP Needs Identified and Presented
November 2014	Non-WTP Needs discussed with staff and updated into FY2016 Capital Improvements Plan
December 10, 2014	Public Works Committee reviews Strand's presentation and additional information (Option No. 2) and requests additional development of Options with 14 mgd infrastructure (Option No. 3).

### 2015

January 21, 2015	Public Works Committee reviews Strand's presentation on Option No. 3 and accepts recommendation for Option No. 3-B for presentation at Finance Committee Workshop in March 2015. Finance Department presents information on water rate impact of project. Anticipated construction timelines and budgets presented.
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March 9, 2015	Finance Committee Workshop receives Public Works Committee presentation on WTP Master Plan results as part of 'Big 4' Topics of discussion. Finance Committee requests additional Alternatives based on Neighboring Water Supply capabilities. CIP budget includes Priority 1 WTP projects only.
April 20, 2015	City Council approves Amendment No. 2 to Task Order 14-01 to study Neighboring Water Supply Options
May 1, 2015	City receives and installed the remaining 24 Aquasource modules.
May 18, 2015	Public Works Committee reviews Strand's presentation and recommends Alternative No. 1 to begin Procurement Design Effort and additional discussion with City Council towards Alternative No. 3 (Peak-shaving Water Supply) and Alternative No. 5 (Public-Private Partnerships).
June 1, 2015	City Council approves of design services based on three vendors, Evoqua, General Electric Water and Process Technologies (GEWPT), and Pall Corporation, to replace the membrane system at the Water Treatment Plant.
June 15, 2015	Public Works Committee confirms selection of three vendors for design of the Procurement documents: Evoqua, General Electric Water and Process Technologies (GEWPT), and Pall Corporation.
July 27, 2015	City Council Special Workshop to discuss WTP Capacity and Alternative Nos. 3 and 5 (Peak Shaving and Private-Public Partnerships) and recommendations toward August 3, 2015 City Council Meeting.
August 3 2015	City Council approves procurement design based on 11 mgd and 14 mgd infrastructure.
November 9, 2015	Revised budget presented to Finance Committee made to incorporate Non-Membrane System WTP improvements.
<b>2016</b>	
January 20, 2016	Bids Received for the Procurement Contract (Contract 2-2015)
January 27, 2016	Public Works Committee reviews bids with Procurement Contract 2-2015 and recommends approval of GEWPT's Procurement Bid, Strand's Final Design Task Order 16-01, and an evaluation of the construction timeline for potential deducts.
February 1, 2016	City Council approves Public Works Committee's recommendations including Strand's Final Design of the 2017 WTP Improvements based on GEWPT membrane equipment.
March 4, 2016	Final Design Meeting No. 1 held at WTP.
May 12, 2001	Final Design Meeting No. 2 held in Madison, WI
September 15, 2016	Final Design Meeting No. 3 held at WTP
November 7, 2016	Public Works Committee receives an update on design and budgets. Clearwell Baffling and Minor WTP Refurbishment items approved as part of 2017 WTP Improvements project by Committee.
December 8, 2016	Final Design Meeting No. 4 held in Madison, WI.
<b>2017</b>	
March 20, 2017	Bid Received for the 2017 Water Treatment Plant Improvements Project (Contract 3-2017).
April 3, 2017	Public Works Committee reviews bids with Construction Contract 3-2017 and recommends award to Joseph J. Henderson & Son, Inc., approval of Strand's Construction Related Services Task Order 17-01 to City Council.
April 17, 2017	City Council action on Public Works Committee recommendation.



**Strand Associates, Inc.®**  
910 West Winger Drive  
Madison, WI 53718  
(P) 608-261-4840  
(F) 608-261-8055

Task Order No. 17-01  
City of Lake Forest, Illinois (OWNER)  
And Strand Associates, Inc. ® (ENGINEER)  
Pursuant to Technical Services Agreement dated December 3, 2012

### **Project Information**

**Services Name:** Water Treatment Plant (WTP) Improvements Construction-Related Services

**Services Description:** Contract administration, observation, and resident project representative (RPR) services associated with Contract 3-2017 WTP Improvements Design.

### **Scope of Services**

ENGINEER will provide the following services to OWNER:

#### Contract Administration

1. Provide contract administration of the project based on the schedule including, but not limited to, engineering staff scheduling and coordination; communication with field representatives, OWNER, and contractor; interpretations and clarifications of the Contract Documents; reviews and observation reports of the project; and issuance of contract-related documents under ENGINEER's authority.
2. Review and log up to 25 written contractor requests for information (RFIs) and provide written responses to contractor.
3. Review contractor schedule each month for up to 24 months and provide review comments to OWNER and contractor, including preliminary schedule provided prior to notice to proceed.
4. Review up to 24 contractor payment requests, one per month, in addition to Final Payment.
5. Review contractor-provided schedule of values and lists of subcontractors and suppliers; provide review comments to OWNER.
6. Prepare written requests for proposals (RFPs) and review up to five contractor's requests for change orders (RFCOs) for the purpose of evaluating proposed changes, including additions, deletions, or revisions to the Contract Documents, with OWNER and contractor. RFPs and RFCOs may result in preparation of change orders for review and authorization by OWNER.
7. Prepare meeting agendas and meeting minutes for preconstruction meeting, prepainting meeting, monthly construction progress meetings, and related construction meetings.
8. Review shop drawings. A maximum of three submittal reviews will be provided for each item listed in the schedule of submittals provided to the contractor. Written notice shall be provided to OWNER before performing more than three submittal reviews for a particular specification item, including any additional estimated fees to be amended to this Task Order.

City of Lake Forest  
Task Order No. 17-01  
Page 2  
March 27, 2017

9. Prepare for and have up to two individuals attend one on-site preconstruction meeting as required by the Contract Documents.
10. Prepare for and have one individual attend one prepainting meeting as required by the Contract Documents.
11. Prepare supervisory control and data acquisition (SCADA) factory testing using two individuals for three days and two nights for the replacement membrane system, one individual for three days and two nights for the SCADA system, and on-site check-out using one person for three days and two nights, for a total of 12 person days.
12. Participate in up to 21 monthly on-site construction progress meetings, attended by the Project Manager (PM) and the RPR.
13. Participate in one substantial completion field review attended by the PM and RPR to generate a list of items to be completed or corrected by contractor for review and comment by OWNER. Incorporate comments will be incorporated into the list of items and forward to the contractor as required by the Contract Documents. RPR review of listed items as each is completed by the contractor is included in the part-time Construction Observation services prior to Final Completion.
14. Participate in one final completion field review, attended by the PM and RPR, to provide written response to the contractor and OWNER regarding incomplete or defective items identified during the review.
15. Communicate with RPR, OWNER, contractor, and others during the course of the project. Provide office production staff to support the project for general and on-site observations, including reports, notes, and meeting minutes.
16. Prepare record drawings based on RPR's observations, change orders, and contractor's marked-up drawings. Record drawings will be transmitted to OWNER in paper and portable document format (PDF) file.
17. Provide assistance to OWNER with correcting defective and neglected work in accordance with the Contract Documents.

#### RPR Services

Provide one part-time RPR on-site for up to 21 months, approximately 70 hours per month on average, including travel time, prior to Substantial Completion. Provide one part-time RPR on-site for three months, approximately 24 hours per month, including travel time, between Substantial Completion and Final Completion for a total of approximately 1,600 hours. In furnishing observation services, ENGINEER's efforts shall be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents and timely report any defective work observed to OWNER so that OWNER can provide for the correction and removal of the defective work as provided for in the Contract Documents; but ENGINEER shall not supervise, direct, or have control over contractor's work and shall not be responsible for contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for contractor's failure to perform the construction work in accordance with the Contract Documents.

City of Lake Forest  
Task Order No. 17-01  
Page 3  
March 27, 2017

### Service Elements Not Included

The following services are not included in this Task Order. If such services are required, they will be provided as noted.

1. SCADA System Programming Services: These services are included as a Bid Alternative in the Construction Contract and are not included in this Task Order. Any services of this type required to be provided by ENGINEER shall be provided through a separate Task Order.
2. Operation and Maintenance (O&M) Manual Services: A basic O&M manual is provided for in Division 1 of the Construction Contract. Services for preparation and training related to a project-specific or detailed O&M Manual are not included in this Task Order. Any services of this type required to be provided by ENGINEER shall be provided through a separate Task Order.
3. Start-up and Training Services: Basic start-up and training services are provided for in Division 1 of the Construction Contract. Services to assist OWNER with on-site classroom and field training, including videotaping, responding to operator's inquiries and follow-up with vendors, and consultation with OWNER's operating staff, are not included in this Task Order. Any services of this type required to be provided by ENGINEER shall be provided through a separate Task Order.
4. Correction Period-Related Services: In accordance with the General and Supplementary Conditions of the Construction Contract, OWNER is provided with rights during a one-year Correction Period. Services and estimated fee for ENGINEER to assist OWNER during the Correction Period shall be provided through a separate Task Order.

### Compensation

Items included in Contract Administration will be provided for a lump sum of \$329,000.

Items included in RPR Services will be provided on an hourly rate basis plus expenses, for a not-to-exceed fee of \$241,000.

The lump sum and not-to-exceed fee for the Services as described in the **Scope of Services** include a wage scale, adjusted annually on July 1, that assumes the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the compensation that reflects any wage scale adjustments made.

The compensation shall not be exceeded without prior notice to an agreement by OWNER but may be adjusted for time delays, time extensions, amendments, and changes in the **Scope of Services**. Any adjustment shall be negotiated based on ENGINEER's increase in cost caused by delays, extensions, amendments, or changes.

### Schedule

Services for Contract 3-2017 are anticipated to begin and end according to the construction documents resulting in the following overall schedule.

Description	Date
Bid Date	March 20, 2017
Anticipated Notice to Proceed (NTP) of Construction Contract	May 1, 2017
Substantial Completion of Construction	January 31, 2019
Final Completion of Construction	April 30, 2019

City of Lake Forest  
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March 27, 2017

TASK ORDER AUTHORIZATION AND ACCEPTANCE

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF LAKE FOREST

Matthew S. Richards  
Corporate Secretary

Date

Robert R. Kiely, Jr.  
City Manager

Date

NOT FOR  
SIGNATURE

THE CITY OF LAKE FOREST

RESOLUTION NO. 17-\_\_\_\_

**A RESOLUTION SETTING A NEW PUBLIC HEARING DATE FOR  
THE PROPOSED LAKE FOREST SPECIAL SERVICE AREA NO. 41  
(WINWOOD DRIVE AREA SANITARY SEWER IMPROVEMENT PROJECT)**

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

**WHEREAS**, pursuant to 35 ILCS 200/27-5, *et seq.* ("**SSA Law**"), the City Council adopted an ordinance proposing the establishment of Special Service Area No. 41 (the "**Proposing Ordinance**") to provide sanitary sewer improvements to the Winwood Drive area in Lake Forest (the "**Sanitary Sewer Improvements**"); and

**WHEREAS**, pursuant to the SSA Law and the Proposing Ordinance, the City commenced a properly-noticed public hearing on December 5, 2016 ("**Public Hearing**") regarding the establishment of the proposed Special Service Area No. 41 ("**SSA No. 41**"); and

**WHEREAS**, at the Public Hearing, the City considered the imposition or levy of a tax in the proposed SSA No. 41 sufficient to produce revenues for the Sanitary Sewer Improvements to benefit the proposed SSA No. 41, as well as the issuance of special service area bonds to be supported by the SSA No. 41 taxes; and

**WHEREAS**, the City Council concluded the Public Hearing on December 5, 2016; and

**WHEREAS**, in light of the concerns of residents within the proposed SSA No. 41, the City Council decided to extend the time for review of the proposal and on January 17, 2017 adopted Resolution No. 2017-01, which re-opened the public hearing regarding the proposed SSA No. 41; and

**WHEREAS**, the City Council now desires to set the re-opened public hearing for the proposed SSA No. 41;

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

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

**SECTION 2: Additional Public Hearing.** The City Council hereby sets May 15, 2017 at 6:30 p.m. as the date for the new public hearing for the proposed SSA No. 41, which meeting shall coincide with the regular City Council meeting. The City Manager and the Manager's designees are hereby authorized and directed to take all steps necessary to provide the statutorily required notices for such hearing.

**SECTION 3:** This resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017

AYES ( )

NAYS ( )

ABSENT ( )

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017

\_\_\_\_\_  
Mayor

ATTEST:

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

**PETITION IN OPPOSITION TO THE PROPOSED SSA FOR THE WINWOOD  
SUBDIVISION IN LAKE FOREST, IL**

**DIRECTED TO: THE CITY COUNCIL OF LAKE FOREST, IL AND THE  
MAYOR, LAKE FOREST, IL**

The residents and homeowners of the Winwood subdivision, in reply to a City Council resolution which would establish an SSA in the subdivision for the purpose of installation of city sewer lines, wish to voice their opposition to the SSA for the following reasons:

1. The project was originated without input from the residents, who were never asked prior to the exploratory measures if they wanted city sewer connections
2. The cost projections that were presented at previous informative meetings were vague and unclear as to what the actual total cost to each homeowner would ultimately involve
3. The City Council had previously passed a resolution blocking repair or replacement of existing septic systems in the subdivision, which effectively would force approval of the project if any systems broke or failed
4. The vast majority of the homeowners polled are against the project, which will be evidenced by the signatures on the petition.

We, the undersigned homeowners, therefore ask for the following measures to be taken by the City Council and Mayor:

1. Rescind the resolution establishing the SSA
2. Terminate plans for the project to install city sewers in the Winwood subdivision


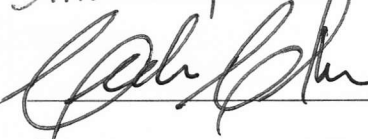


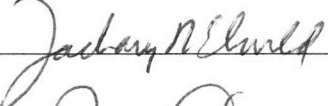
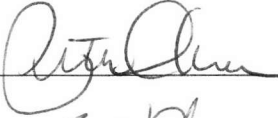
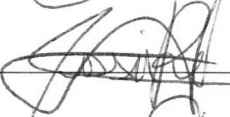
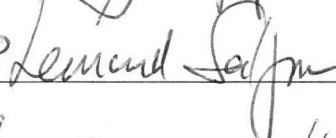
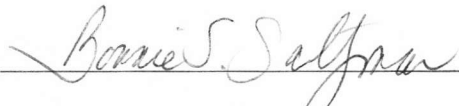
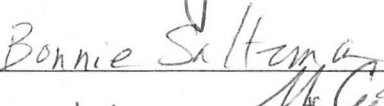
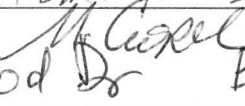
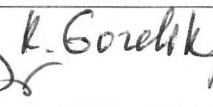
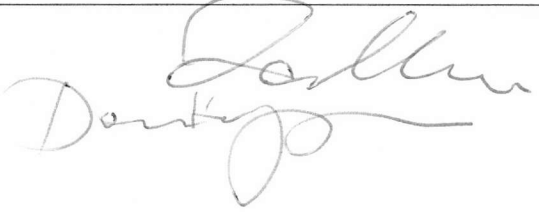
3. Pass a resolution allowing homeowners to repair or replace their existing septic systems as necessary
4. Follow the legal guidelines, which state that if 51% of the homeowners and residents oppose the SSA, the SSA will not be imposed and further work on the project will be terminated

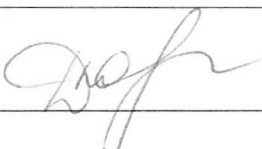

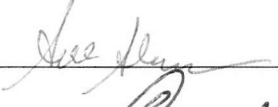
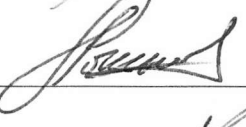
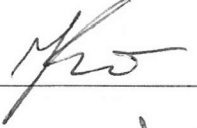

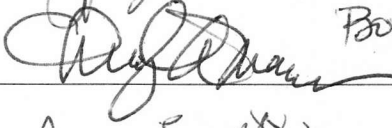
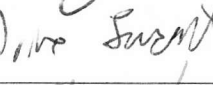
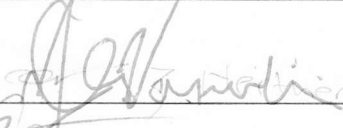
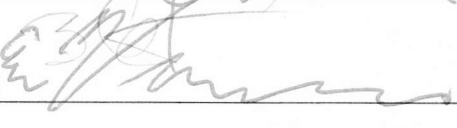
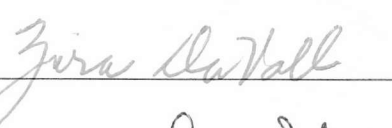
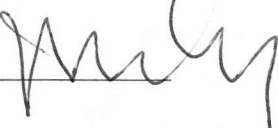
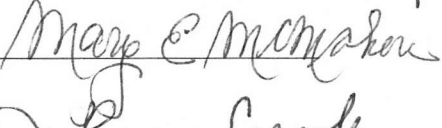
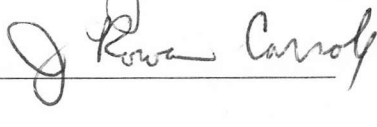
It should be noted that the undersigned homeowners do not object to the City enforcing repair or replacement of any failed systems in the Winwood subdivision, since they may pose a health or environmental hazard.

Further, it should be noted that the City has not offered any format for formal objection to the SSA, which had been done with respect to previously proposed SSA projects in other subdivisions, so if this petition is lacking any information or procedural requirements, the City should inform the Winwood homeowners of that deficiency.

Finally, the Winwood subdivision wishes to express the majority opinion of the homeowners, which is that the majority is content to continue using their functional septic systems which pose no threat to the community. We will continue to maintain our systems in good function and simply ask to be spared the inconvenience of the construction project, the unnecessary expense, and disruption to our property. We expect the City to honor our wishes and follow the letter of the law with regard to this petition.

Name	Address	Signature	Owner/Elector/Both
CHARLES MARTIN	1111 WINWOOD DR	<i>Charles Martin</i>	ELECTOR
Claire Martin	1111 Winwood Dr	<i>Claire Martin</i>	Elector
Karen Noonan	1111 Winwood 1262 Winwood	<i>Karen Noonan</i> <i>Karen Noonan</i>	Both
Edward Brooks		<i>Edward Brooks</i>	Both
Eric J. Cooper	1240 Winwood	<i>Eric J. Cooper</i>	Both

Name	Address	Signature	Owner/Elector/Both
Andrew Tugman	1161 Winwood		Both
	1154 Winwood		BOTH
BONNIE LEE SCOTT	1154 Winwood		BOTH
Zachary Elwood	1137 Winwood		BOTH
Portia Chen	1137 Winwood		BOTH
Jessica Tugman	1161 Winwood		Elector
LEONARD SALTZMAN	1189 Winwood		BOTH
	1189 Winwood		Both
Maxim Gorelik	1220 Winwood Dr		Both
Katherine Gorelik	1220 Winwood Dr		Both
TOMASZ S. KACZMERSKI	1088 Winwood		BOTH
Dorota Bednarczyk	1088 Winwood Dr.		Both

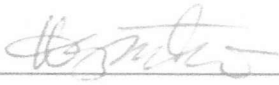
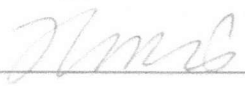
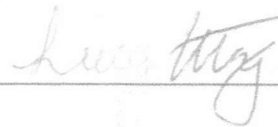
Name	Address	Signature	Owner/Elector/Both
Dina Kut	1255 Winwood		BOTH
JOSEPH KUT	1255 WINWOOD		BOTH
Sue Sberaz	1210 Winwood		Owner
Constantin Lophinov	1270 WINWOOD		owner + voter
Elena Cant	1270 Winwood Dr.		Both
Jeff Mangasarian	1268 winwood Drive		Both
CHERYL MANGASARIAN	"		Both
James X. McMan	1268 Winwood Drive		Electors
ALEX VASSILIADIS	1060 Winwood		Elector
Eleni Vassiliadis	1060 Winwood		OWNER
Zora DuVall	1272 Winwood		Both
JOHN REISBY	1190 Winwood		
MARY E McMAHON	1190 Winwood		
ROWAN CARROLL	1251 WINWOOD		

3. Pass a resolution allowing homeowners to repair or replace their existing septic systems as necessary
4. Follow the legal guidelines, which state that if 51% of the homeowners and residents oppose the SSA, the SSA will not be imposed and further work on the project will be terminated

It should be noted that the undersigned homeowners do not object to the City enforcing repair or replacement of any failed systems in the Winwood subdivision, since they may pose a health or environmental hazard.

Further, it should be noted that the City has not offered any format for formal objection to the SSA, which had been done with respect to previously proposed SSA projects in other subdivisions, so if this petition is lacking any information or procedural requirements, the City should inform the Winwood homeowners of that deficiency.

Finally, the Winwood subdivision wishes to express the majority opinion of the homeowners, which is that the majority is content to continue using their functional septic systems which pose no threat to the community. We will continue to maintain our systems in good function and simply ask to be spared the inconvenience of the construction project, the unnecessary expense, and disruption to our property. We expect the City to honor our wishes and follow the letter of the law with regard to this petition.

Name	Address	Signature	Owner/Elector/Both
STEVE WANG	1264 Winwood Dr.		<del>Owner</del> BOTH
LAIYI ZHAO	1264 Winwood Dr.		<del>Owner</del> BOTH
LUCY WANG	1264 Winwood Dr.		Elector

20.52

3. Pass a resolution allowing homeowners to repair or replace their existing septic systems as necessary
4. Follow the legal guidelines, which state that if 51% of the homeowners and residents oppose the SSA, the SSA will not be imposed and further work on the project will be terminated

It should be noted that the undersigned homeowners do not object to the City enforcing repair or replacement of any failed systems in the Winwood subdivision, since they may pose a health or environmental hazard.

Further, it should be noted that the City has not offered any format for formal objection to the SSA, which had been done with respect to previously proposed SSA projects in other subdivisions, so if this petition is lacking any information or procedural requirements, the City should inform the Winwood homeowners of that deficiency.

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Name	Address	Signature	Owner/Elector/Both
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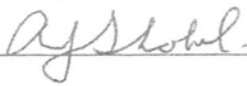
THOMAS ECZIEK A	1070 W. NIXON DR		30.1
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Pass a resolution allowing homeowners to repair or replace their existing septic systems as necessary
4. Follow the legal guidelines, which state that if 51% of the homeowners and residents oppose the SSA, the SSA will not be imposed and further work on the project will be terminated

It should be noted that the undersigned homeowners do not object to the City enforcing repair or replacement of any failed systems in the Winwood subdivision, since they may pose a health or environmental hazard.

Further, it should be noted that the City has not offered any format for formal objection to the SSA, which had been done with respect to previously proposed SSA projects in other subdivisions, so if this petition is lacking any information or procedural requirements, the City should inform the Winwood homeowners of that deficiency.

Finally, the Winwood subdivision wishes to express the majority opinion of the homeowners, which is that the majority is content to continue using their functional septic systems which pose no threat to the community. We will continue to maintain our systems in good function and simply ask to be spared the inconvenience of the construction project, the unnecessary expense, and disruption to our property. We expect the City to honor our wishes and follow the letter of the law with regard to this petition.

Name	Address	Signature	Owner/Elector/Both
STEPHEN SKOBEL	1055 WINWOOD		OWNER
Andrea J. Skobel	1055 Winwood		owner

## Kiely, Robert

---

**From:** Victor Filippini  
**Sent:** Tuesday, April 11, 2017 3:19 PM  
**To:** Kiely, Robert

**Subject:** Winwood SSA  
**Attachments:** 00009010.docx; LF.PDF

Hi Bob,

You had inquired about the effect that a valid objection petition would have on the establishment of another potential special service area for sanitary sewers in the Winwood area. This is not an issue that has been squarely addressed in any binding appellate or Supreme Court decision in Illinois, but I believe that the City would have no ability to pursue a sanitary sewer project involving the properties of any of the owners who signed a valid objection petition if the objection petition was broadly stated to object to the SSA (as opposed to just the taxes or the issuance of the bonds). Allow me to elaborate.

The relevant provision in the Special Service Area Tax Law (the "**SSA Law**") is Section 27-55. 35 ILCS 200/27-55. The pertinent part of that section reads:

"The subject matter of the petition shall not be proposed relative to any signatories of the petition within the next 2 years."

Although there is no case law or other statutory reference to the "subject matter of the petition," the notice requirements in Section 27-25 and 27-45 of the SSA Law are instructive. Those provisions require notices to include:

- (d) The nature of the proposed special services to be provided within the special service area and a statement as to whether the proposed special services are for new construction, maintenance, or other purposes;
  - (d-5) The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the special service area;

\* \* \*

- (f) The maximum rate of taxes to be extended within the special service area in any year and the maximum number of years taxes will be levied if a maximum number of years is to be established;

35 ILCS 200/27-25, and

- d) The nature of the special services to be provided within the proposed special service area and a statement as to whether the proposed special services are for new construction, maintenance, or other purposes;

\* \* \*

(g) The maximum amount of bonds proposed to be issued, the maximum period of time over which the bonds will be retired, and the maximum interest rate the bonds will bear.

35 ILCS 200/27-45.

Because the notices require that separate notification be given regarding the nature of the SSA, the amount and duration of taxes, and the amount and duration of bonds, it would seem that an objection could be limited to any one of those elements. Cf. 35 ILCS 200/27-45(f) (owner and electors have “an opportunity to file objections to the issuance of the bonds”). But in the event that the objection petition is stated more broadly (“we object to the establishment of SSA No. 41”), this would seem to encompass “the nature of the special service area” and would presumably preclude the use of a special service area that related to the nature of the SSA (i.e., sanitary sewer service).

In light of this, I have attached a revised paragraph for the draft write-up that Mike Thomas and Mike Strong have prepared with my suggested revisions. A blacklined version is also attached to show the changes I have made to the latest draft they sent to me.

Please feel free to contact me with any questions. Thanks,

Vic

**FILIPPINI**  
**LAW FIRM**

THE CITY OF LAKE FOREST

ORDINANCE NO. 2017-\_\_\_\_

AN ORDINANCE RESCINDING ORDINANCE NO. 2016-77  
AND TERMINATING FURTHER CONSIDERATION OF  
ESTABLISHING A SPECIAL SERVICE AREA NUMBER 41 FOR THE  
WINWOOD DRIVE AREA SANITARY IMPROVEMENT PROJECT

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

**WHEREAS**, pursuant to 35 ILCS 200/27-5, *et seq.* ("**SSA Law**"), the City Council adopted on November 21, 2016, Ordinance 2016-77, an ordinance proposing the establishment of Special Service Area No. 41 (the "**Proposing Ordinance**") to provide sanitary sewer improvements to the Winwood Drive area in Lake Forest (the "**Sanitary Sewer Improvements**"); and

**WHEREAS**, pursuant to the SSA Law and the Proposing Ordinance, the City commenced a properly-noticed public hearing on December 5, 2016 ("**Public Hearing**") regarding the establishment of the proposed Special Service Area No. 41 ("**SSA No. 41**"); and

**WHEREAS**, after the close of the Public Hearing, the City continued to confer with affected residents in the proposed SSA No. 41; and

**WHEREAS**, based on such ongoing discussions with affected residents in the proposed SSA No. 41, on January 17, 2017 the City Council approved a "Resolution Extending the Objection Period for the Proposed Lake Forest Special Service Area No. 41 (Winwood Drive Area Sanitary Sewer Improvement Project)" (the "**Extension Resolution**") and re-opened the Public Hearing to a date to be determined; and

**WHEREAS**, after adopting the Extension Resolution and continuing the Public Hearing, the City continued to confer with affected residents in the proposed SSA No. 41 and study the financing relating to proposed SSA No. 41; and

**WHEREAS**, having considered issues relating to the proposed SSA No. 41 in detail, the City Council has determined that it is not currently in the best interests of the City or the residents of the proposed SSA No. 41 to proceed with the establishment of SSA No. 41;

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

**SECTION ONE:**      **Recitals.** The foregoing recitals are incorporated herein as if fully set forth.

**SECTION TWO:**      **Rescission of Proposing Ordinance; Termination of SSA No. 41 Process.** The City Council hereby rescinds the Proposing Ordinance and thereby terminates any further consideration of the proposed SSA No. 41 pursuant to the Proposing Ordinance. The City Council reserves the right to pursue in the future the possible establishment of a special service area to provide sanitary sewer improvements within the Winwood Drive area, but: (a) no such special service area shall be pursued based on the Proposing Ordinance; and (b) any future consideration of such a special service area shall only be undertaken in full compliance with the SSA Law, including a new proposing ordinance, public notices, and public hearing.

**SECTION SIX:** **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 \_\_\_\_\_, 2017.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

---

City Clerk

The City of Lake Forest  
CITY COUNCIL  
***Proceedings of the Monday, April 3, 2017***  
City Council Meeting - City Council Chambers, 6:30 p.m.

City Clerk Margaret Boyer asked for a motion to appoint Alderman Pandaleon as Acting Mayor, Alderman Waldeck made a motion, seconded by Alderman Beidler. Motion carried unanimously by voice vote.

CALL TO ORDER AND ROLL CALL: Acting Mayor Pandaleon called the meeting to order at 6:34 pm, and City Clerk Margaret Boyer called the roll of Council members.

Present: Acting Mayor Pandaleon, Alderman Waldeck, Alderman Beidler, Alderman Tack, Alderman Reisenberg and Alderman Buschmann.

Absent: Alderman Newman and Alderman Moreno.

Also present were: Catherine Czerniak, Director of Community Development, Elizabeth Holleb, Director of Finance; Victor Filippini, City Attorney; Michael Thomas, Director of Public Works; Karl Walldorf, Chief of Police; Pete Siebert, Fire Chief; Mike Strong, Assistant to the City Manager along with other members of City Staff.

There were approximately 30 persons present in the Council Chamber.

CALL TO ORDER AND ROLL CALL 6:34 pm

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

**REPORTS OF CITY OFFICERS**

**COMMENTS BY MAYOR**

Acting Mayor Pandaleon encouraged residents to vote and noted the polling location move from Cherokee School to Woodlands Academy. Any registered voter can visit [voterpower.com](http://voterpower.com) to find out where their polling location is.

**A. Arbor Day Proclamation**

Acting Mayor Pandaleon read the Proclamation into the record.

**COMMENTS BY CITY MANAGER**

**A. Real Estate Transfer Tax Refund Appeal**  
-Ms. Laura Sorensen

Michael Thomas, Director of Public Works and Acting City Manager, introduced this item for discussion only. Ms. Sorensen gave an overview of the correspondence that was shared with the City in requesting a refund of the RETT paid by her parents. City Staff denied the request based on the timeframe outlined in the current City Code, Ms. Sorensen appealed the decision to the City Manager, who forwarded it to the City Council. The City Council had discussion on authority, process and hardships in the current Code and directed the City Attorney to amend the existing code. The City Council will consider the amendment at its next meeting.

**COMMENTS BY COUNCIL MEMBERS**

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

JoAnn Desmond, 1681 Yale Ct, Lake Forest, offered her opinion to the Council relating to trains  
Frank Nimsheim, 1111 Pine Oaks Circle, Lake Forest, offered his opinion to the Council relating to trains  
Carol Dahl, 1616 Yale Ct, Lake Forest, offered her opinion to the Council relating to trains  
Mike Manus, 1680 Yale Ct, offered his opinion to the Council relating to Academy Road

Acting Mayor Pandaleon reported that the City of Lake Forest continues to work at State and Federal levels to address concerns about the Environmental Assessment draft.

**ITEMS FOR OMNIBUS VOTE CONSIDERATION**

1. **Approval of the March 20, 2017 City Council Meeting Minutes**
2. **Consideration of Approval Only of Executive Session Minutes**
3. **Check Register for period February 25- March 24, 2017**
4. **Approval of Contract for Annual Mowing Services in Parks FY18 Budget**
5. **Approval of South Park Playground FY18 CIP Project**
6. **Consideration of an Ordinance Approving a Recommendation from the Building Review Board. (First Reading and if Desired by the City Council, Final Approval)**
7. **Consideration of a Recommendation from the Plan Commission in Support of Tentative Plat Approval for a 4-Lot Subdivision, the Saunders Estates – Lake Forest Subdivision. (Approval by Motion)**
8. **Consideration of a Motion Granting an Extension of the Approvals Previously Granted for the Westleigh Farm Planned Preservation Subdivision and the Associated Special Use Permit. (Approve by Motion)**
9. **Consideration of an Ordinance Amending Section 150.384, titled “Sewage and Sewage Disposal” of the City Code (Final Approval)**
10. **Award of Bid for the Interior Improvements for the East Train Station Improvement Project**
11. **Request for City Council Approval of an Agreement for Professional Design Services for the Old Elm - Timber to Green Bay Storm Sewer Project**
12. **Award of contract for The City of Lake Forest to join the MPI Crack Sealing contract for 2017.**
13. **Award of Lake Forest portion of the 2017 Joint Concrete Sidewalk and Curb Replacement Contract.**
14. **Award of Contract for the Old Elm Road – Ridge Road Watermain Replacement Project**

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

Acting Mayor Pandaleon asked members of the Council if they would like to remove any item or take it separately. Clarifications to item # 9 were discussed. Acting Mayor Pandaleon asked for a motion to approve the fourteen Omnibus items as presented.

Alderman Reisenberg made a motion to approve the fourteen Omnibus items as presented, seconded by Alderman Waldeck. The following voted "Aye": Aldermen Waldeck, Beidler, Pandaleon, Tack, Reisenberg and Buschmann. The following voted "Nay": None. 6- Ayes, 0 Nays, motion carried.

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

<b>ORDINANCES AFFECTING CODE AMENDMENTS</b>
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<b>NEW BUSINESS</b>
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<b>ADDITIONAL ITEMS FOR COUNCIL DISCUSSION</b>
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<b>ADJOURNMENT</b>
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There being no further business. Alderman Reisenberg made a motion to adjourn, seconded by Alderman Beidler. Motion carried unanimously by voice vote at 7:22 p.m.

Respectfully Submitted  
Margaret Boyer

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



## *Resolution of Sympathy*

WHEREAS, **EUGENE V. LONERGAN** was a dedicated and faithful public servant of The City of Lake Forest, Dickinson Hall; and

WHEREAS, **EUGENE V. LONERGAN** served as a Senior Car and Bus Driver from October 27, 2011 until his passing March 14, 2017; and

WHEREAS, **EUGENE V. LONERGAN** served Dickinson Hall members and residents of the City of Lake Forest and performed his job with pride, spirit, and dedication while demonstrating kindness and generosity to all he came in contact with; and

WHEREAS, **EUGENE V. LONERGAN** was an active member of Dickinson Hall and a committed volunteer for The City of Lake Forest; and

WHEREAS, **EUGENE V. LONERGAN** shared of himself through driving his "ladies" to Hawthorn Mall weekly and on countless trips; and

WHEREAS, **EUGENE V. LONERGAN** has so many memorable trips but his yearly standout was "Christmas Lights with Gene" where he would take members to dinner and to see the best Christmas lights; making the season special and fun filled for all; and

WHEREAS, **EUGENE V. LONERGAN** was known to take great pride in Dickinson Hall, always fixing something or leaf blowing the front entry way to Dickinson Hall; and

WHEREAS, **EUGENE V. LONERGAN** did all of this with great energy, a contagious smile and a playful demeanor; and

WHEREAS, the passing of **EUGENE V. LONERGAN** on March 14, 2017 claimed a devoted husband, father, grandfather, an amazing public servant and a beautiful friend; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lake Forest in session on April 17, 2017 hereby express its deep regret and sincere sympathy to the members of the family of **EUGENE V. LONERGAN**.

BE IT FURTHER RESOLVED that this Resolution be appropriately inscribed and conveyed to **LONERGAN FAMILY**, with a copy to be included in the official minutes of the April 17, 2017 meeting of the Lake Forest City Council.

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Mayor

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

**A RESOLUTION OF THE CITY OF LAKE FOREST, ILLINOIS  
REALLOCATING 2017 VOLUME CAP  
TO THE VILLAGE OF BUFFALO GROVE, ILLINOIS**

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

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

WHEREAS, pursuant to the Code, the City has been allocated volume cap equal to \$100.00 per resident of the City in calendar year 2017, or \$1,940,800.00 for the issuance of such tax exempt private activity bonds; and

WHEREAS, pursuant to Section 6 and Section 6.1 of the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 *et seq.* (the "Bond Allocation Act), and the Guidelines and Procedures promulgated thereunder, the City may, prior to May 1, 2017, reallocate to other home rule units of government the volume cap allocated to the City by the Code for their issuance of such tax exempt private activity bonds or for subsequent transfer or reallocation; and

WHEREAS, the City has not used any of its 2017 volume cap and has no present intention to use the same; and

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

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

WHEREAS, Buffalo Grove has requested that the City reallocate all of its 2017 volume cap to Buffalo Grove to be used for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects;

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

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

Section 2:     Transfer and Reallocation of 2017 Volume Cap.   Pursuant to Section 6 and Section 6.1 of the Bond Allocation Act and the Guidelines and Procedures promulgated thereunder, the City irrevocably agrees to, and does hereby, transfer and reallocate all of its 2017 volume cap to Buffalo Grove to be used for

the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects as directed by the Advisory Committee created pursuant to Buffalo Grove Resolution No. 2001-51.

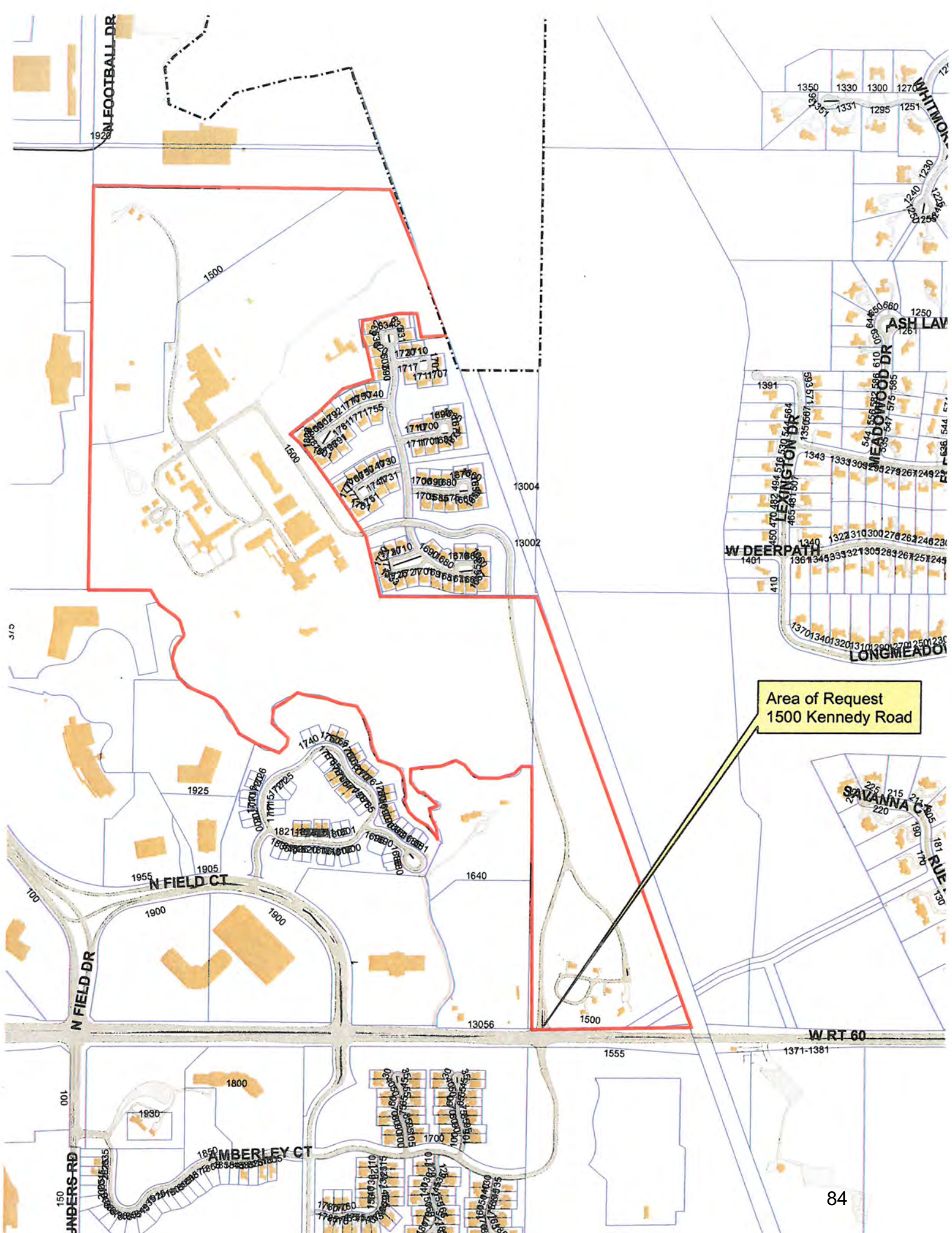
- Section 3:     Agreement. This Resolution shall constitute the agreement of the City to a different allocation under Section 146(e)(3) of the Code and the writing required under Section 6 of the Bond Allocation Act.
- Section 4:     Warranty. The City covenants and warrants that it has taken no action or issued bonds that would abrogate, diminish, or impair its ability to fulfill the written agreement, covenants, and undertakings on its part under this Resolution.
- Section 5:     Authorization. As required by the Bond Allocation Act and the Guidelines and Procedures promulgated thereunder, a certified copy of this Resolution shall be transmitted to the Office of the Governor of the State of Illinois. Any and all appropriate and proper officers, officials, agents, and employees of the City are hereby authorized, empowered, and directed to take all necessary and advisable actions, and to execute all such documents and certificates, as may be necessary to further the purposes and intent of this Resolution.
- Section 6:     Maintain Record. The City shall maintain a written record of this Resolution in its records for so long as the bonds to which the volume cap transferred by this Resolution is reallocated remain outstanding.
- Section 7:     Effective Date. This Resolution shall be in full force and effect from and after its passage and approval as required by law and is enacted by the City pursuant to its powers under the laws of the State of Illinois and the Illinois Constitution of 1970 and its home rule powers.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2017  
AYES:  
NAYS:  
ABSENT:  
APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Mayor

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



Area of Request  
1500 Kennedy Road

THE CITY OF LAKE FOREST

ORDINANCE NO. 2017- \_\_\_\_

AN ORDINANCE APPROVING SIGNAGE AT 1500 W. KENNEDY ROAD

**WHEREAS**, Lake Forest Academy ("**Owner**") is the owner of that certain real property commonly known as 1500 W. Kennedy Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

**WHEREAS**, the Property is located in the RE, Single Family Residence and Educational District; and

**WHEREAS**, the Owner desires to install a new entrance sign ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

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

**WHEREAS**, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on April 5, 2017; and

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

1. the Property is located within the RE, Single Family Residence and Educational District under the City Code,
2. Owner proposes to construct the Improvements as depicted on the Plans,

4. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with the recommended conditions and the Plans, will meet the design standards and requirements of Section 150.147 of the City Code,

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

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

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

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

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

**SECTION THREE: Conditions on Approval.** The approval granted pursuant to Section Two of this Ordinance shall be, and is hereby, conditioned upon and limited by the following conditions, the violation of any of which shall, in the

discretion of the Mayor and City Council, render void the approvals granted by this Ordinance:

- A. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. Compliance with Laws. Chapters 150, regarding buildings and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- D. Fees and Costs. The Owner shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owner shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.
- E. Other conditions. The improvements shall be substantially in conformance with the Board's deliberations as reflected on Exhibit C, Notice of Action, attached hereto.

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

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2017.

AYES: (    )

NAYS: (    )

ABSENT: (    )

ABSTAIN: (    )

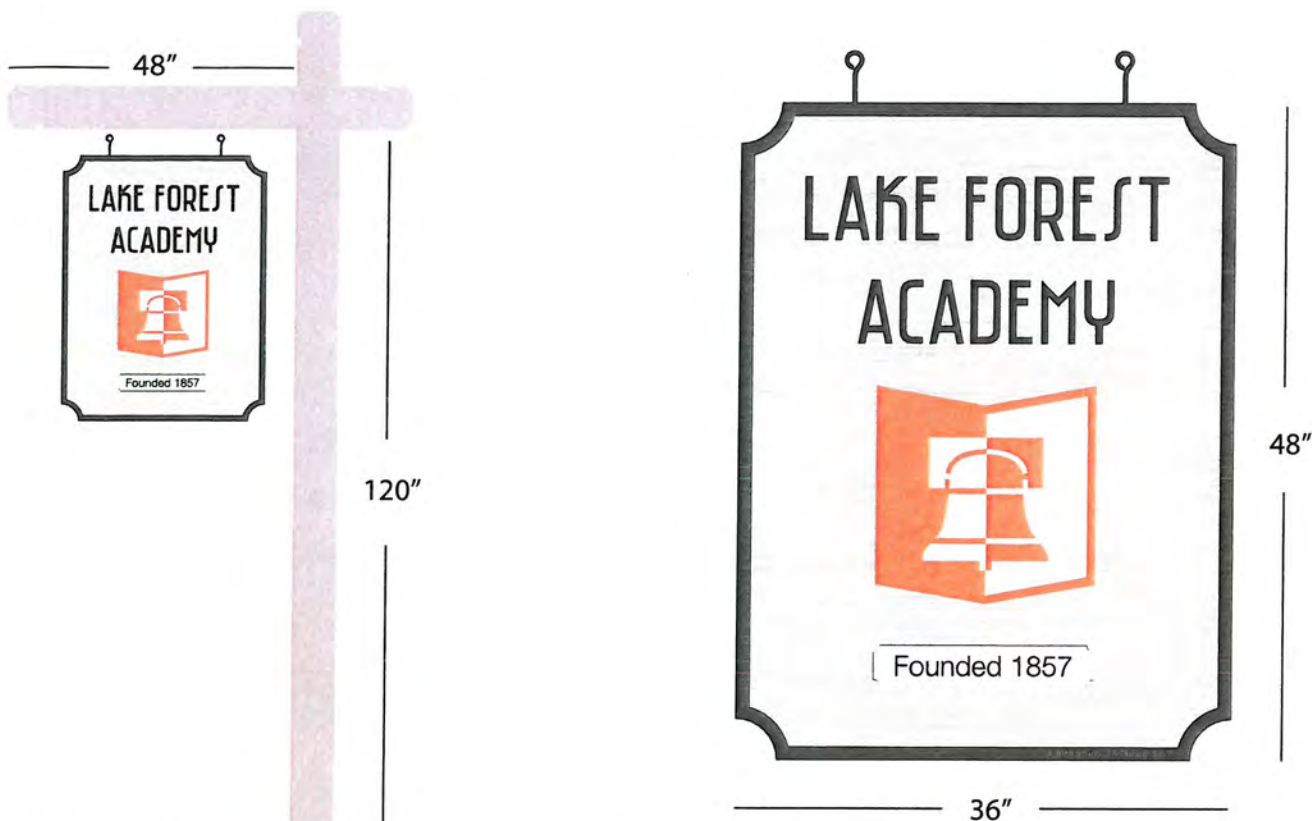
PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

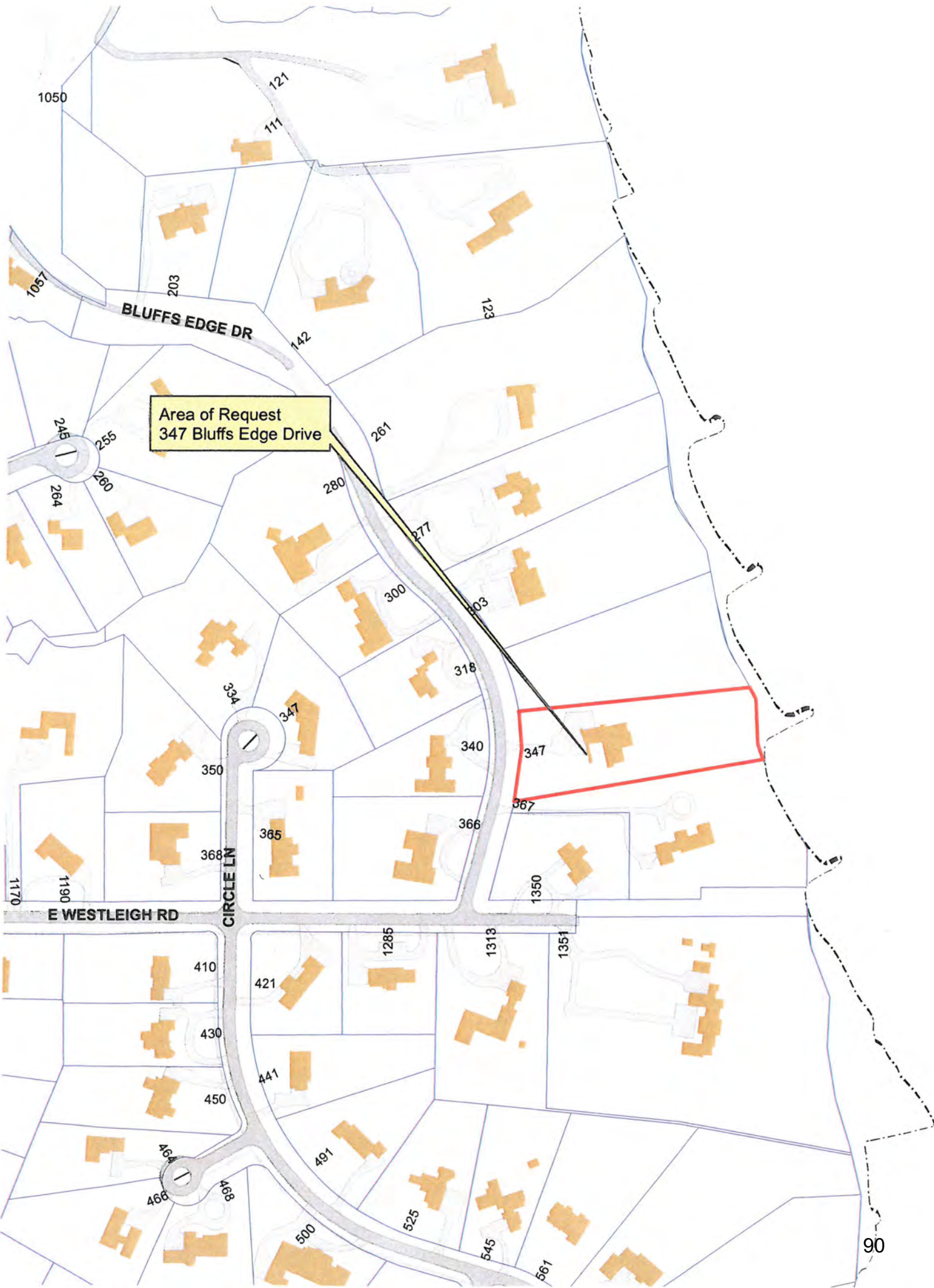
\_\_\_\_\_  
City Clerk

1350 S. Milwaukee Ave • Libertyville, IL 60048 • 121@fastsigns.com  
847.680.7446 / 847.680.7459 (f)



Use existing post and lighting. Replace Sign Face.





Area of Request  
347 Bluffs Edge Drive

BLUFFS EDGE DR

E WESTLEIGH RD

CIRCLE LN

THE CITY OF LAKE FOREST

ORDINANCE NO. 2017-\_\_

**AN ORDINANCE GRANTING VARIANCES FROM REAR YARD AND STEEP SLOPE  
SETBACK REQUIREMENTS FOR PROPERTY LOCATED AT 347 BLUFFS EDGE DRIVE**

**WHEREAS**, Thomas Fuller, Trustee ("**Owner**") is the owner of that certain real property commonly known as 347 Bluffs Edge Drive, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

**WHEREAS**, the Owner desires to construct improvements, including a beach house, tram and other beach front amenities ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

**WHEREAS**, the Owner submitted an application ("**Application**") requesting approval of variances from Section 159.015, Steep Slopes, and 159.082, R-4, Single Family Residence, of the City of Lake Forest Code to allow construction of the Improvements within the rear yard and steep slope setback areas; and

**WHEREAS**, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on April 4, 2017; and

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

1. The requested variances will not alter the essential character of the neighborhood as the improvements will front Lake Michigan, and will, for the most part, not be visible from neighboring properties. The improvements will not be visible from the public streetscape.
2. Evidence was submitted to the City Engineer documenting the stability of the bluff in the area of the proposed construction. The City Engineer recommended approval of the variance subject to review and approval of final plans by City Engineering staff.
3. The conditions upon which the variances are requested; are unique and not generally applicable to other properties in the R-4 zoning district, as only a handful of residences border Lake Michigan and have the opportunity for Lake front amenities.

4. The hardship in conforming to the rear yard and steep slope setbacks is inherent to the property given the location along Lake Michigan, on a bluff, and the fact that the proposed improvements are directly related to activity associated with the beach and Lake.
5. The variances and the resulting construction will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or significantly diminish property values of other homes in the neighborhood.

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

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

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

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

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

**SECTION THREE: Rear Yard and Steep Slope Setback Variances Granted.** Based on the findings presented above, the City Council does hereby grant approval of the requested variances to allow construction of the Improvements within the rear yard and steep slope setbacks as depicted on the Plans.

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

- A. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be

commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

- B. Compliance with Laws. Chapters 150, regarding building and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Approval by City Engineer. Prior to the issuance of a building permit, the plans shall be subject to review and approval by the City Engineer.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- F. Fees and Costs. The Owner shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owner shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

**SECTION FIVE: Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if Owner has not (i)

executed and (ii) thereafter filed with the City Clerk, within 60 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit C and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2017.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

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

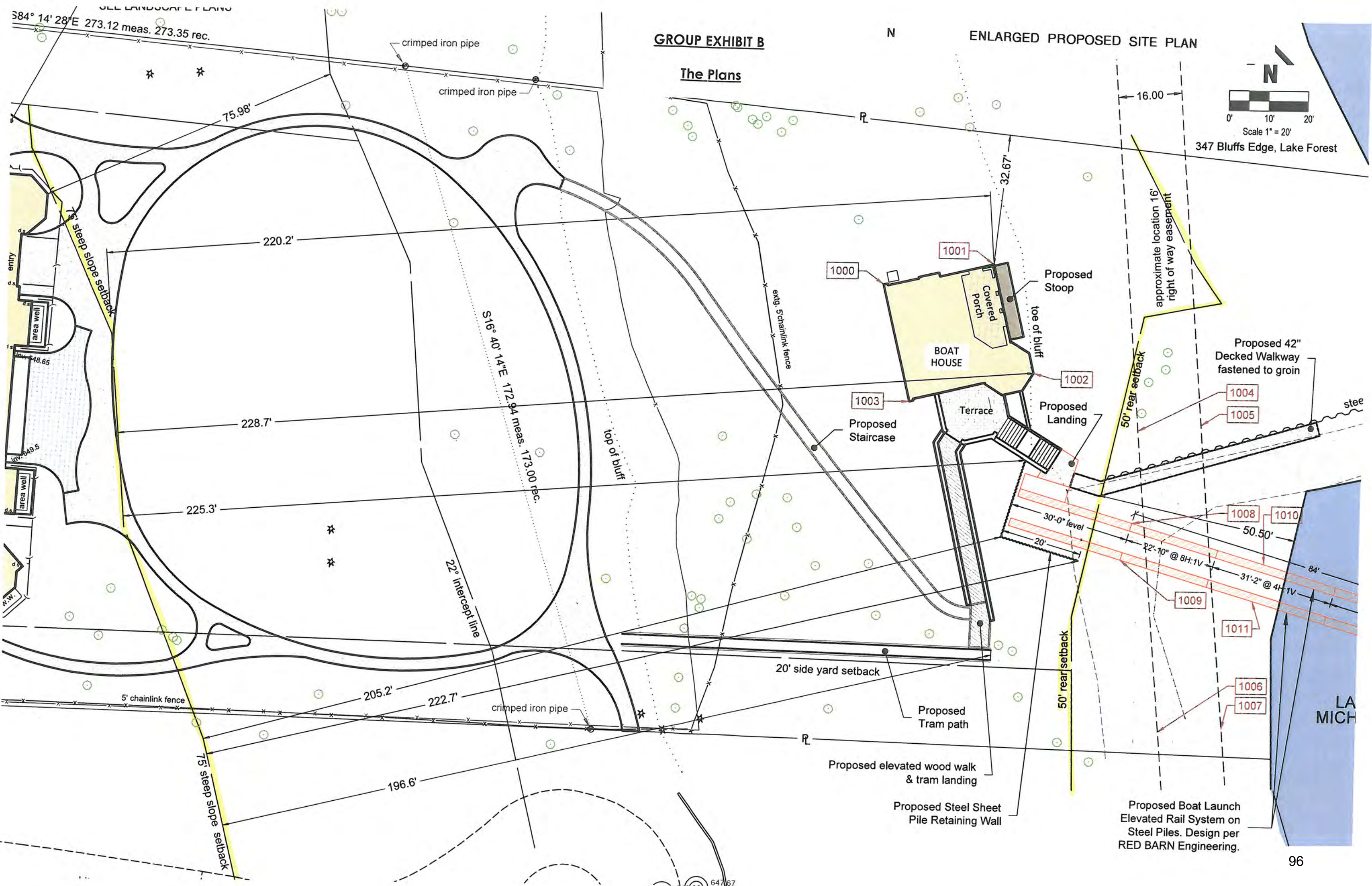
The Plans



PREVIOUSLY APPROVED HOUSE

Tree Survey info provided by Wright Landscaping, Inc.  
1401 Rockland Road, Lake Bluff, IL 60044

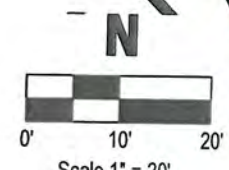
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502	20"	Oak	2	543	7"	Maple	3	584	10"	Ash	3
503	12"	Oak	1	544	12"	Maple	3	585	8"	Lilac	3
504	10"	Oak	3	545	10"	Maple	1	586	8"	Lilac	3
505	24"	Oak	3	546	12"	Maple	3	587	19'	Oak	3
506	8"	Maple	3	547	10"	Maple	3	588	12"	Maple	3
507	12"	Maple	3	548	10"	History	3	589	8"	Lilac	3
508	10"	Maple	3	549	8"	Maple	3	590	8"	Lilac	3
509	12"	Maple	3	550	8"	Maple	3	591	9"	E"	Maple
510	12"	Maple	3	551	8"	Maple	3	592	10"	Ash	3
511	20"	Oak	3	552	10"	Maple	3	593	10"	Ash	3
512	8"	Maple	3	553	12"	Maple	3	594	8"	Lilac	3
513	10"	Maple	3	554	12"	Maple	3	595	10"	Lilac	2
514	21"	Oak	3	555	10'	21" Birch	3	596	12"	Maple	3
515	10"	Maple	3	556	10"	Maple	3	597	8"	Maple	3
516	20"	Oak	3	557	10"	Ash	1	598	20'	Lilac	3
517	10"	Maple	3	558	10"	Lilac	2	599	20'	Lilac	3
518	10'	Maple	3	559	10'	Lilac	2	600	12"	Ash	1
519	10'	Maple	3	560	10'	Maple	3	701	30'	Cottonwood	3
520	10'	Maple	3	561	10'	Maple	3	702	22'	Oak	3
521	8"	Oak	3	562	10'	Maple	3	703	8"	Lilac	3
522	10'	Maple	3	563	10'	Maple	3	704	12'	Sinclair	3
523	8"	Maple	3	564	10'	Maple	3	705	12'	Sinclair	3
524	12'	Maple	3	565	10'	Maple	3	706	12'	Sinclair	3
525	20'	Oak	3	566	8"	Maple	3	707	10"	Lilac	2
526	12"	Oak	3	567	8"	Maple	3	708	10"	Lilac	2
527	12"	Maple	3	568	10"	Maple	3	709	10"	Lilac	2
528	10"	Maple	3	569	10"	Maple	3	710	10"	Lilac	2
529	10"	Maple	3	570	10"	Maple	3	711	10"	Lilac	2
530	8"	Maple	3	571	10"	White pine	3	712	10"	Lilac	2
531	8"	Maple	3	572	10"	Maple	3	713	10"	Lilac	2
532	8"	Maple	3	573	10"	White pine	3	714	10"	Lilac	2
533	10"	Maple	3	574	10"	Maple	3	715	10"	Lilac	2
534	12"	Ash	1	575	10"	Lilac	3	716	10"	Lilac	2
535	10"	Maple	3	576	10"	Maple	2	717	10"	Lilac	2
536	10"	Maple	3	577	10"	Maple	3	718	10"	Lilac	2
537	22"	Oak	3	578	10"	Lilac	3	719	10"	Lilac	2
538	10"	Ash	1	579	10"	Maple	3	720	10"	Lilac	2
539	8"	Maple	3	580	12"	Maple	3	721	10"	Lilac	2
540	10"	Maple	3	581	10"	Elm	3	722	10"	Lilac	2
541	10"	Maple	3	582	10"	Lilac	3	723	10"	Maple	3
								724	10"	Oak	3



GROUP EXHIBIT B

The Plans

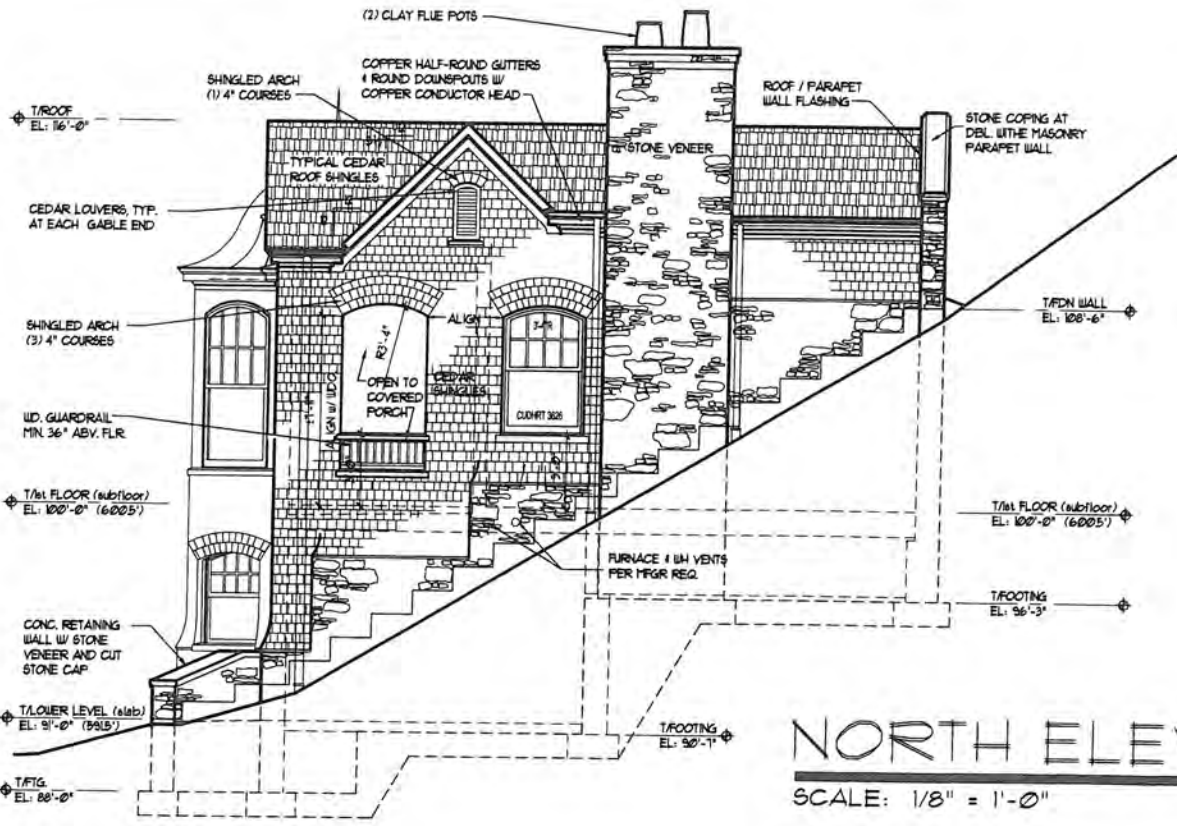
ENLARGED PROPOSED SITE PLAN



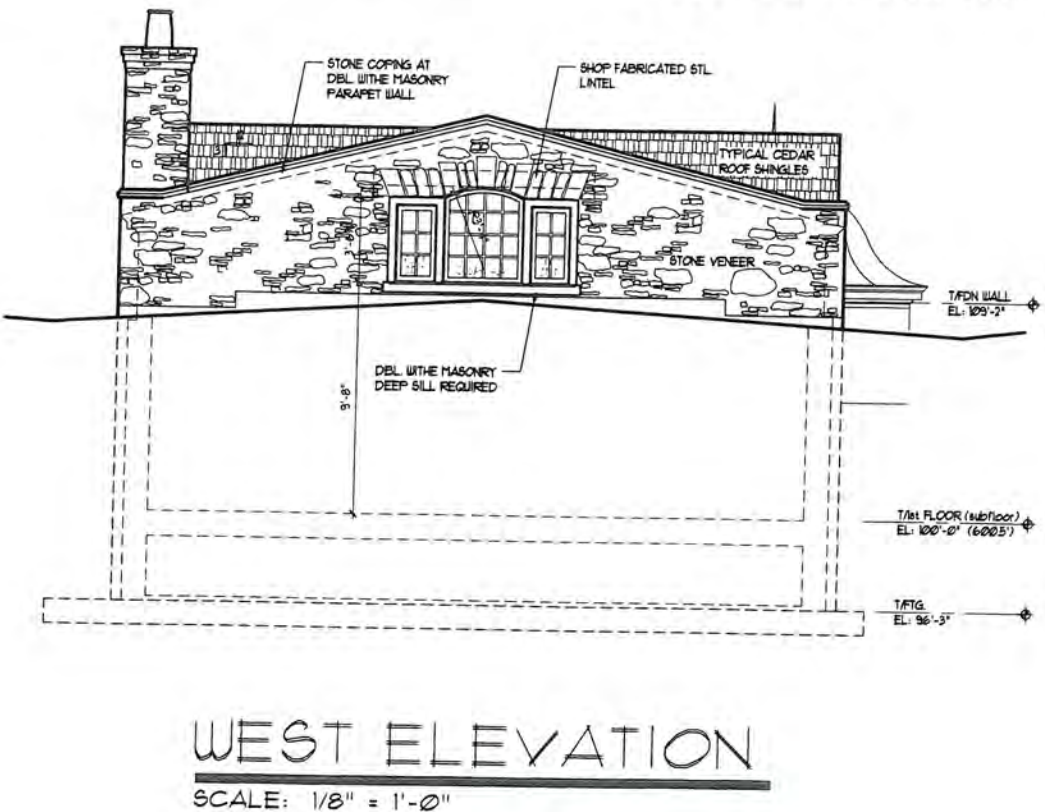
347 Bluffs Edge, Lake Forest

GROUP EXHIBIT B

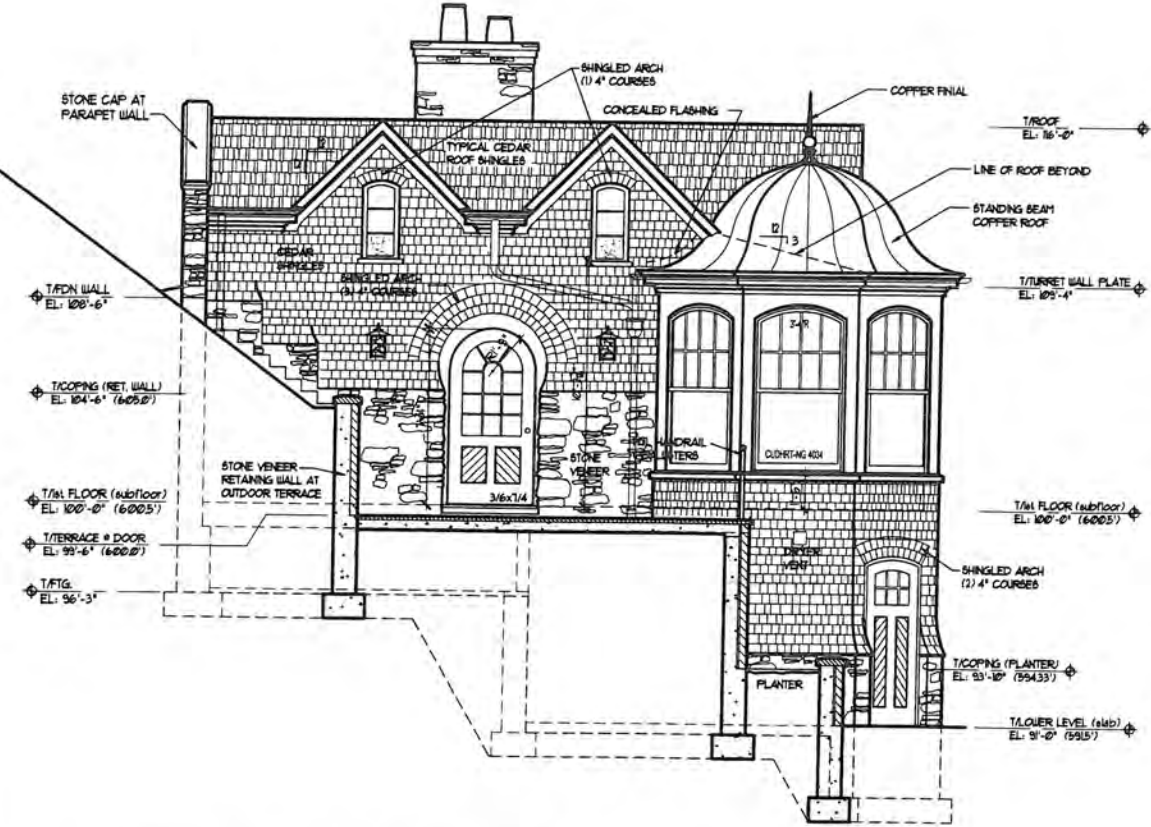
The Plans



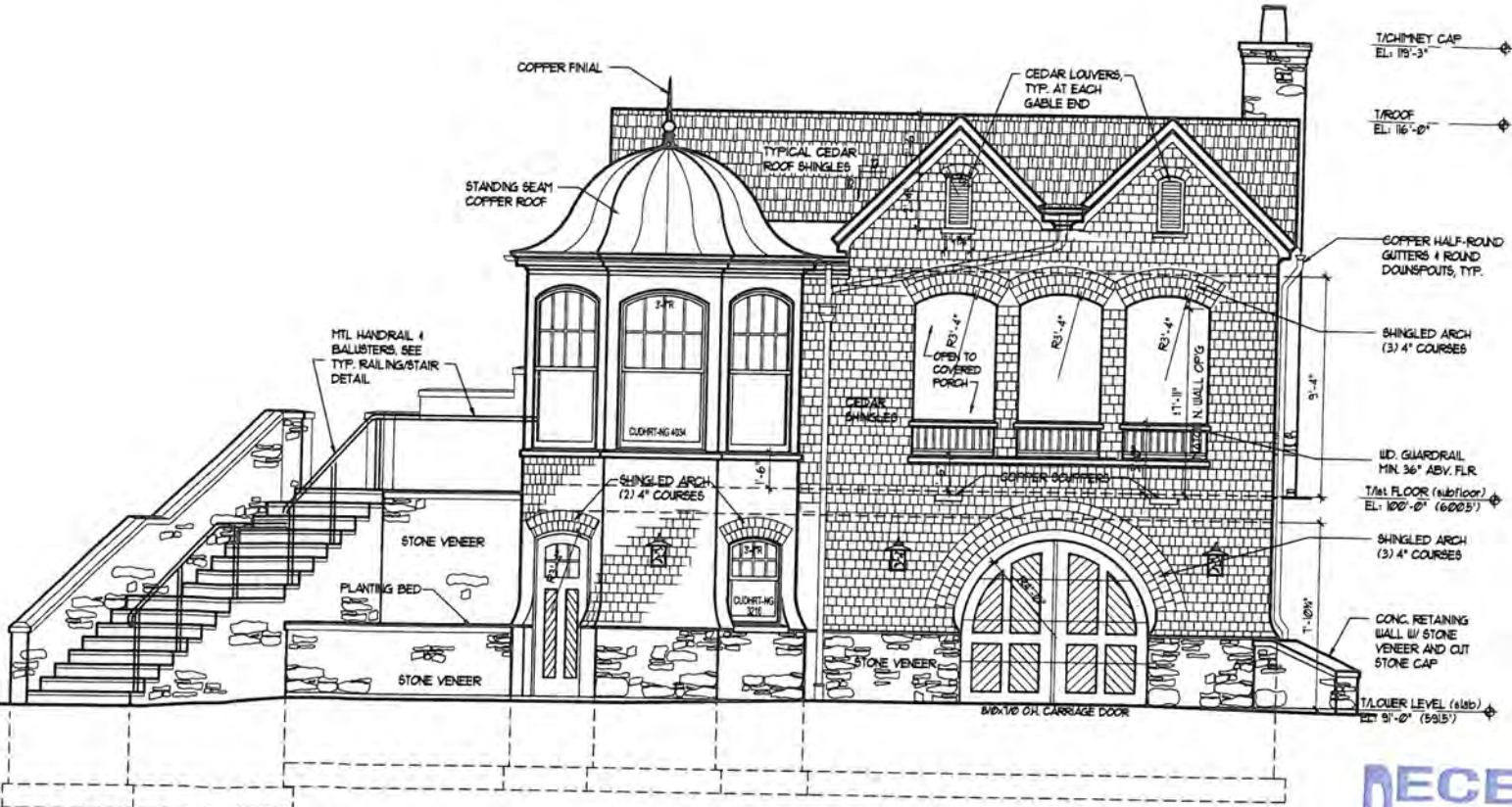
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WEST ELEVATION  
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



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

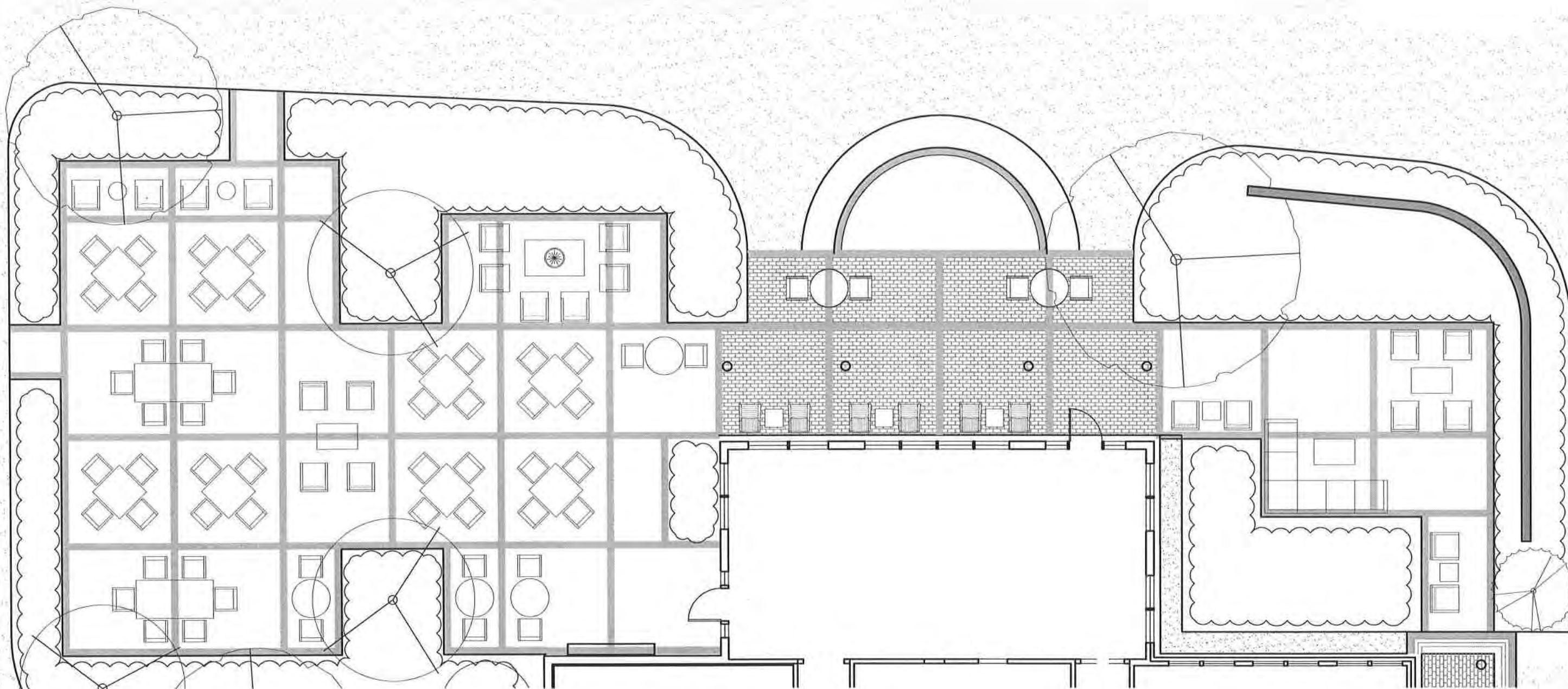
VARIANCE HEA

SHEET	A2
DATE	2-17-17
PROJECT NO.	1604
NEAR SHORE IMPROVEMENTS FOR 347 BLUFF'S EDGE DRIVE NEW SINGLE FAMILY RESIDENCE LAKE FOREST, IL 60045	
COMMENTS: NONE	

McCormack + Etten / Architects LLP  
400 Broad Street  
Lake Geneva, WI 53147  
Ph (262) 248-8391  
contact@mccormacketten.com www.mccormacketten.com

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RECEIVED  
FEB 17 2017



## OUTDOOR FURNITURE LAYOUT

LAKE FOREST  
**LANDMARK**  
 DEVELOPMENT COMPANY

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

## THE CLUBHOUSE TERRACE

500 W. DEERPATH  
 LAKE FOREST, ILLINOIS 60045

DATE  
 4/12/17

© COPYRIGHT 2017

SHEET

A-1  
 98

**INTERGOVERNMENTAL AGREEMENT FOR  
SHARED INSPECTION AND DEVELOPMENT REVIEW SERVICES  
BETWEEN THE CITY OF LAKE FOREST, ILLINOIS AND LAKE COUNTY, ILLINOIS**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the County of Lake, a body politic and corporate hereinafter referred to as the "COUNTY", and the City of Lake Forest, a municipal corporation within the boundaries of the County of Lake, hereinafter referred to as the "CITY."

**WHEREAS**, both the COUNTY and the CITY are governmental entities of the State of Illinois vested with the responsibility and authority to enforce and uphold building, fire, and safety codes and other related services in their respective jurisdictions; and

**WHEREAS**, both the COUNTY and the CITY are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/5, to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly; and

**WHEREAS**, the CITY and COUNTY both provide a wide range of building and development services, including development review and inspections for compliance with local building and construction regulations and related activities; and

**WHEREAS**, in the course of providing building and development services, both the CITY and the COUNTY have found that there is a need for additional assistance at times; and

**WHEREAS**, both the CITY and the COUNTY employ staff that are able to meet the needs of each other; and

**WHEREAS**, in order to supplement staffing needs at both the CITY and COUNTY from time-to-time when a need exists, the parties seek to utilize each other's services in providing personnel who can assist in performing the needed work; and

**WHEREAS**, both the CITY and the COUNTY desire to enter into this Agreement to provide services to each other on an as-needed basis, as requested, all as more fully set forth in this Agreement; and

**NOW THEREFORE**, in consideration of the foregoing and the covenants contained herein, the parties hereby agree and covenant as follows:

**Section I.**

The COUNTY agrees that:

1. For all requested and accepted work within the CITY, whether residential or non-residential, the COUNTY through its DEPARTMENT OF PLANNING,

BUILDING AND DEVELOPMENT (the "PBD") will be responsible for all assigned development review and inspections.

2. The PBD will complete all development review and inspections within the performance metrics outlined by the CITY and agreed upon by the COUNTY.
3. The PBD will provide staff members that are qualified to complete the accepted work. This includes staff having the necessary licenses, certifications and registrations.
4. Staff will be available to conduct inspection services during regular working hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding County holidays. Services provided outside of the regular working hours, as defined in this Agreement, will be compensated at 1½ times the hourly rate.
5. Work requested of the CITY will only be located within the Delmar Woods subdivision and other unincorporated properties in South-eastern Lake County. Work within such territories will only be comprised of all development plan review and inspections.

## **Section II.**

The CITY agrees that:

6. For all requested and accepted work within the jurisdiction of the COUNTY, whether residential or non-residential, the CITY through its COMMUNITY DEVELOPMENT DEPARTMENT (the "CDD") will be responsible for all assigned development review and inspections.
7. The CDD will complete all development review and inspections within the performance metrics outlined by the COUNTY and agreed upon by the CITY.
8. The CDD will provide staff members that are qualified to complete the accepted work. This includes staff having all necessary licenses, certifications and registrations.
9. Staff will be available to conduct inspection services during regular working hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding City holidays. Services provided outside of the regular working hours, as defined in this Agreement, will be compensated at 1½ times the hourly rate.
10. Work requested of the COUNTY will only be located within the City of Lake Forest.

## **Section III.**

Both Parties agree that:

11. Both parties agree that each will provide the other notice of pending inspection or inspection work at least 24 hours in advance of said work.
12. Work requested of the other Party may be declined in writing due to shortage of staff or lack of qualified staff. The decline needs to occur immediately upon the determination that there is a lack of staff.
13. The following fee schedule shall apply to this Agreement:

PARTY	FEE TO BE TRACKED
County of Lake	Billed at the hourly rate as reflected on the current Pay Plan, plus benefits (includes plan review, travel and inspection time).
City of Lake Forest	Billed at an hourly rate as reflected on the current Pay Plan, plus benefits (includes plan review, travel and inspection time).

14. In lieu of monthly invoices and payment, the Parties will track the cost of services provided to each other between April 30th and May 1st of each year and the Party with a greater balance will pay the difference to the other Party by the following July 1<sup>st</sup>. Total work amounts, time and associated fees, will be provided to the other party at the end of every other month, starting in July, 2017.

15. All notices to the COUNTY shall be sent to:

Matthew Meyers  
Central Permit Facility  
Planning, Building and Development Department  
500 Winchester Road  
Libertyville, IL 60048

All notices to the CITY shall be sent to:

Catherine J. Czerniak  
City of Lake Forest Community Development Department  
800 Field Drive  
Lake Forest, IL 60045

16. This Agreement shall be in full force and effect upon execution by both Parties. The Agreement shall be valid for two (2) years from the date of the latest signature, with a two (2) year automatic renewal. Either party

may terminate this Agreement for any reason upon sixty (60) days written notice.

17. Each party shall indemnify and hold harmless the other, including its departments, its agents, officials and employees from and against all injuries, losses, claims, suits, costs, expenses and judgments which may accrue against the parties or their departments as a consequence, or to have arisen out of, or in connection with any services provided by the either party and/or their departments. The foregoing indemnity shall apply except if such injury, loss, or damage is caused directly by the willful and wanton conduct of either party's agents, officials, or employees.
18. The foregoing constitutes the entire Agreement between the Parties, and no verbal statement shall supersede any of its provisions. This Agreement may be amended by mutual agreement, signed and executed with the same formality with which this instrument was executed.
19. This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute one and the same Agreement.

IN WITNESS WHEREOF, the County of Lake causes this Agreement to be signed by its Chairman and its Department of Planning, Building and Development Director and attested to by its Clerk and the City of Lake Forest causes this Agreement to be signed its City Manager and Director of Community Development and attested to by its Clerk all on the day and year hereinafter written.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

COUNTY OF LAKE

By: \_\_\_\_\_  
Aaron Lawlor, Chairman  
Lake County Board

By: \_\_\_\_\_  
Eric Waggoner, Director  
Lake County Planning, Building and  
Development Department

Attest:

\_\_\_\_\_

County Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

CITY OF LAKE FOREST

By: \_\_\_\_\_  
Robert R. Kiely, Jr., City Manager

Attest:

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

Dated this \_\_\_\_ Day of \_\_\_\_\_, 2017.



April 4, 2017

Michael Thomas  
Superintendent of Public Works  
City of Lake Forest  
110 E. Laurel Ave.  
Lake Forest, IL 60045

Re: 2017 Contract Extension

Mike,

As you are aware, the three year Landfill Disposal Service Agreement between Advanced Disposal Services Zion Landfill, Inc. (ADS) and the City of Lake Forest is set to expire in June. ADS offers the following two options to renew the existing contract.

**Three year extension**

Year 1: \$40.50/ton

Year 2: \$41.70/ton

Year 3: \$42.94/ton

**Five year extension**

Year 1: \$39.50/ton

Year 2: \$40.70/ton

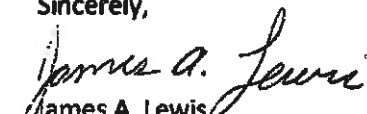
Year 3: \$41.94/ton

Year 4: \$43.21/ton

Year 5: \$44.52/ton

The rates shown include all fees and taxes. Any new taxes and or fees imposed by any governmental body will be passed on to the City. We appreciate your business and would like the opportunity to continue providing this service to you and your drivers. If you have any questions, please give me a call.

Sincerely,

  
James A. Lewis  
General Manager, PE

701 Green Bay Road • Zion, IL 60099  
tel (847) 623-3870 • fax (847) 746-0666 • [www.AdvancedDisposal.com](http://www.AdvancedDisposal.com)

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## MUNICIPAL SOLUTIONS



Community and environmental  
stewardship at its best.

**Solicitation For Solid Waste Disposal Services.**

**Prepared for: City of Lake Forest 3/28/2017**

**Prepared by: Victoria Poss**

**312-802-4613**



**THINK GREEN®**



March 28, 2017

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

Dear Mr. Thomas,

Waste Management has analyzed The City of Lake Forest's "Request for Quote" for Solid Waste Disposal Services.

Enclosed you will find the Waste Management response to the "Request for Quote" demonstrating our financial and technical ability to provide the City of Lake Forest with an EPA and Illinois licensed facility to take their refuse. Waste Management has a general understanding of your intentions and we believe that we are uniquely qualified to fulfill the City of Lake Forest's goals. We also understand that we will need to comply with all codes, ordinances, rules, statutes, laws and regulations of the State of Illinois, and the City of Lake Forest.

We feel our quote submittal is responsive. Please be assured that we will gladly and promptly respond to any questions or concerns that may arise during your review of our submittal. Waste Management is committed to providing the highest level of service in our industry.

Sincerely,

**Victoria Poss**  
Industrial Account Manager



**THINK GREEN®**

Municipal Solid Waste  
Option A (Three-Year Pricing)

**Contract Term-36 months: Pricing includes all fees with a 2-ton min**

Forty Dollars and Zero Cents, (\$40.00) per ton during the calendar year from July 1, 2017 through May 31, 2018

Forty-One Dollars and Twenty Cents, (\$41.20) per ton from July 1, 2018 through May 31, 2019

Forty-Two Dollars and Forty-Four Cents, (\$42.44) per ton from July 1, 2018 through May 31, 2019.

Pricing for the City of Lake Forest will remain in force for the life of the contract.



## Municipal Solid Waste

### Option B (Five-Year Pricing)

**Contract Term-60 months: Pricing includes all fees with a 2 ton min.**

Forty Dollars and Zero Cents, (\$40.00) per ton during the calendar year from July 1, 2017 through May 31, 2018

Forty-One Dollars and Twenty Cents, (\$41.20) per ton from July 1, 2018 through May 31, 2019

Forty-Two Dollars and Forty-Four Cents, (\$42.44) per ton from July 1, 2019 through May 31, 2020.

Forty-Three Dollars and Seventy-One Cents, (\$43.71) per ton from July 1, 2020 through May 31, 2021.

Forty-Five Dollars and Two Cents, (\$45.02) per ton from July 1, 2021 through May 31, 2022.

Pricing for the City of Lake Forest will remain in force for the life of the



THINK GREEN®

## LANDFILL DISPOSAL SERVICE AGREEMENT

This Landfill Disposal Service Agreement entered into as of this 17th day of

April, 2017, by and between:

1. City of Lake Forest

a ☒ municipal corporation ☐ limited liability company (check one) established under the laws of the State of Illinois, with an office at

800 North Field Drive, Lake Forest IL 60045

("Customer"), and

2. Advanced Disposal Services Zion Landfill, Inc

(name of landfill entity), a ☒ corporation ☐ limited liability company (check one) established under the laws of the State of Illinois, with an office at

701 Green Bay Rd. Zion IL, 60099

("Advanced Disposal"), in connection with the disposal of Waste Material (as defined

below) at Advanced Disposal's landfill located at 701 Green Bay Rd. Zion, IL 60099

(the "Landfill"). The term "Affiliates" means any corporation, partnership or other entity that directly or indirectly controls or is controlled by, or is under common control with Advanced Disposal.

**ARTICLE 1. DESIGNATED WASTES.** Customer represents and warrants that the waste material to be disposed of pursuant to this Agreement is either "solid waste", as defined by applicable federal or state laws and regulations ("Solid Waste"), or special or industrial waste that Advanced Disposal has agreed to accept for disposal subject to a current Advanced Disposal-approved Profile Identification Sheet ("Special Waste" and, together with Solid Waste, hereinafter the "Waste Material"). Specifically excluded from the definition of Waste Material are any special or industrial wastes tendered without a current Advanced Disposal-approved Profile Identification Sheet and any listed or regulated hazardous waste as defined by applicable federal or state laws and regulations (together, "Excluded Waste"). During the term of this Agreement, subject to availability of airspace and any limitations imposed by applicable law, regulation, permit or otherwise, Advanced Disposal shall receive and dispose of Customer's Waste Material delivered to the Landfill.

Customer shall be responsible for any labeling, placarding, marking, manifesting or other such documentation required by applicable federal or state laws and regulations with respect to all Special Waste. In addition Customer shall provide Advanced Disposal with (a) an analytical report representative of any Special Waste to be disposed and (b) a detailed written physical and chemical description of such Special Waste, including a listing of unique chemical characteristics and safety procedures, if any, that are of significance in the handling of such Waste Material (the "Profile Identification Sheet"). Customer shall be under a continuing obligation to update the Profile Identification Sheet with respect to any known, suspected, or planned changes in composition of Special Waste. Customer warrants that all Special Waste identified in a Advanced Disposal-approved Profile Identification Sheet shall conform to the description set forth therein and that no Excluded Waste shall be delivered to Landfill by Customer.

**ARTICLE 2. TITLE.** Title to Waste Material delivered by Customer shall transfer to Advanced Disposal at the time it is fully unloaded at the working face of the Landfill and Customer's vehicle has departed the Landfill. Until such time as title has transferred to Advanced Disposal title to Waste Material shall be in, and all risks and responsibilities therefore shall be borne by, Customer. In the event Advanced Disposal, Affiliates or their contractors, provides transportation to the Landfill, title to Waste Material will transfer to Advanced Disposal when the vehicle has departed Customer's premises. At all times, title to Excluded Waste shall remain with Customer.

**ARTICLE 3. COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable local, state and federal laws pertaining to the delivery and disposal of the Waste Materials. Customer shall further comply with any Operating Rules governing Landfill operations, provided that Advanced Disposal has delivered such rules (or any amendments thereto) to the City not less than 60 days before such rules shall become effective under this Agreement.

**ARTICLE 4. DISPOSAL RATES.** The rates for disposal of Waste Material are set forth on Exhibit "A". The parties shall amend or supplement Exhibit A to include other projects identified for service and applicable rates. Upon written agreement by the parties, these ancillary documents will be incorporated and become part of this Agreement. Advanced Disposal, in its sole discretion, may adjust the rates from time to time based on increased costs resulting from contingencies beyond Advanced Disposal's reasonable control that directly impose additional costs for the services to be provided under this Agreement, including without limitation: (i) changes in law, ordinances, regulation, changes in governmental fees and surcharges (including interpretation or enforcement thereof); (ii) orders, judgments or directives of any court or governmental body; and (iii) revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the disposal site. Advanced Disposal may adjust the rates upon thirty (30) days notice to Customer.

**ARTICLE 5. TERM.** The term of this Agreement shall be for a period of five (5) year(s) beginning June 19, 2017, unless earlier terminated as provided herein. This Agreement shall automatically renew for like terms unless one party notifies the other in writing at least sixty (60) days prior to the end of the then current term.

**ARTICLE 6. CHARGES AND PAYMENT.** Customer shall pay Advanced Disposal within thirty (45) days from the date of the invoice from Advanced Disposal. In the event payment is not timely received, a service charge of 1.5%, or the maximum percentage allowed by law per month, will be applied on past due balances until paid. Customer shall be liable for all applicable taxes, fees or other charges imposed upon the disposal of Customer's Waste Material. Customer shall pay all reasonable fees and costs (including collection agency and attorney's fees) incurred by Advanced Disposal in enforcing this Agreement. Advanced Disposal may suspend service if payment is late or for any other breach by Customer, without prejudice to any of Advanced Disposal's other rights, which suspension shall not constitute termination of this Agreement, unless Advanced Disposal so elects.

**ARTICLE 7. INSPECTION AND SAFETY.** Customer represents and warrants that it: a) has inspected or will inspect the Waste Material prior to transport to the Landfill; b) will abide by all information provided by Advanced Disposal concerning the operation of the Landfill for receiving, transporting, handling and disposing of all Waste Material and other rules or conditions that may affect its activities at the Landfill; c) shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its activities at the Landfill; and d) shall take all necessary safety precautions and provide all necessary protections to prevent damage, injury or loss to people and property while at the Landfill.

**ARTICLE 8. OPERATING RULES.** Advanced Disposal may implement and enforce reasonable rules and regulations concerning the Landfill, for the safe, legal and efficient operation of the Landfill. Customer agrees to conform to all such rules and regulations as they may be implemented and amended from time to time in accordance with this Agreement.

Advanced Disposal may refuse disposal of any waste which does not conform to Waste Material even if only a part of the waste load is nonconforming ("Nonconforming Waste"). Customer shall inspect all waste at the place of collection and shall remove any Nonconforming Waste before transporting it to the Landfill. Advanced Disposal may inspect all loads of Waste Material in order to confirm that it conforms to Waste Material. The parties agree however, that the failure of Advanced Disposal to perform any such inspections shall in no way relieve Customer of its obligations to deliver only Waste Material. Customer shall be responsible for, and shall bear all expenses incurred as a result of reloading, removal, decontamination, remediation, testing and returning Excluded Material or other Nonconforming Waste and any other material contaminated therewith, from any landfill utilized by Advanced Disposal, the Customer's property or Advanced Disposal's (or its contractor's) vehicles or equipment.

All Waste Material shall be weighed or its volume determined at the Landfill by Advanced Disposal and such weight or measurement shall be conclusive on the parties. All vehicles shall be weighed before entry to the Landfill and again after disposal or unloading prior to leaving the site, by Advanced Disposal's agents or employees on the scales designated by Advanced Disposal for the purpose of measuring and rating. Customer's drivers shall sign load tickets for each load delivered to the site after the load has been weighed and the ticket completed by Advanced Disposal. Upon completion, the original load ticket will be given to Customer's drivers prior to their departure from the

Landfill. A duplicate original of said ticket shall be retained for billing purposes by Advanced Disposal to calculate the amount of waste disposed of by Customer at the Landfill. Advanced Disposal shall cause its scales to be calibrated for accuracy by a qualified independent third party at least every six months, and Advanced Disposal shall provide the Customer with the report of such third party within 30 days after such calibration. Advanced Disposal shall be required at its sole cost to adjust its scales to ensure accuracy based on such report.

In the event Customer's vehicle becomes incapacitated or unable to move while at Advanced Disposal's facility, or if Waste Material is frozen or otherwise unable to easily be removed from Customer's vehicle, Advanced Disposal may, but is not obligated to, provide assistance in moving or unloading the vehicle. Customer's driver or agent shall make any necessary connections to Customer's vehicle and Customer expressly agrees that Advanced Disposal, its employees and agents shall have no liability for any damage while providing such assistance. Advanced Disposal may charge and Customer shall pay a reasonable fee for providing such assistance.

Except in strict accordance hereto, this Agreement grants no rights to dispose of Waste Material. Advanced Disposal may immediately terminate Customer's access to the Landfill in the event of Customer's breach of this Agreement, Advanced Disposal's Operating Rules, or applicable law.

**ARTICLE 9 INDEMNITY AND INSURANCE.** Advanced Disposal shall defend, hold harmless and indemnify Customer, its officers, members, directors, agents and employees, from and against any liabilities, costs, expenses (including reasonable attorney's fees and expenses of investigation), claims and damages which Customer may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries (including injuries resulting in death) either to the persons or property or both, of Customer, Advanced Disposal or any third party, to the extent caused by or resulting from Advanced Disposal's breach of this Agreement or negligence or willful misconduct.

Customer shall defend, hold harmless and indemnify Advanced Disposal, its Affiliates, and their respective officers, members, directors, agents and employees, from and against all liabilities, costs, expenses (including reasonable attorney's fees and expenses of investigation), claims and damages which Advanced Disposal may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries (including injuries resulting in death) either to the persons or property or both, of Customer, Advanced Disposal or any third party, to the extent caused by or resulting from Customer's breach of this Agreement or Customer's negligence or willful misconduct.

During the term of this Agreement, Customer or any of its subcontractors who haul waste material to the landfill, shall maintain in full force and effect Employer's Liability, Worker's Compensation, and Property Damage, including contractual liability coverage for the above hold harmless provisions, and other additional insurance as may be required by Advanced Disposal. All such policies shall be endorsed to name Advanced Disposal, and its Affiliates, as additional insureds and such insurance shall be by insurers acceptable to Advanced Disposal. Prior to commencing disposal hereunder and on an annual renewal basis Customer shall furnish Advanced Disposal with certificates of insurance evidencing that such insurance has been procured and is in force. The certificate of insurance shall show the levels and types of insurance required herein, including any and all limitations, exclusions and restrictions and further provide that in the event of cancellation or material change Advanced Disposal shall be given thirty (30) days prior written notice.

Customer shall carry the following types of insurance in at least the following limits (which may be a combination of primary and excess coverage):

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 each Occurrence
General Liability:	\$2,000,000 each Occurrence
(including Bodily Injury, Property Damage and Contractual Liability)	
Automobile Liability:	\$2,000,000 each Occurrence
(including Bodily Injury and Property Damage)	
Environmental Liability:	\$2,000,000 each Occurrence

**ARTICLE 10. DISPUTE RESOLUTION.** The parties agree to participate in good faith to resolve any dispute, claim or controversy ("Disputes") arising out of or relating to this Agreement. If the Dispute is not resolved by negotiation within a reasonably short time period, the matter will be submitted to the American Arbitration Association ("AAA"), or its successor, for mediation. The parties agree to participate in mediation in good faith, and shall share equally in its costs. If the Dispute is not resolved through mediation, the parties agree that it shall be submitted to AAA, or its successor, for final and binding arbitration. The arbitration shall be administered by AAA pursuant to its Comprehensive Arbitration Rules and Procedures and shall apply the Rules of Commercial Arbitration. The party that does not prevail shall pay all costs of arbitration.

**ARTICLE 11. EXCLUSIVITY.** Customer agrees that during the term of this Agreement Advanced Disposal shall have the exclusive right to dispose of Waste Material excluding Asbestos Containing Material generated, collected or transported by Customer.

**ARTICLE 12. CONFIDENTIALITY AND NONDISCLOSURE.** Both parties shall treat as confidential and not disclose to others, except as necessary to perform this Agreement, any information (including technical information, experience or data) regarding pricing, a party's programs, processes, product, costs, equipment, operations, waste, equipment, or other customers which may come within the non-disclosing party's knowledge pursuant to this Agreement (which is not generally known to the public), without in each instance securing the prior written consent of the disclosing party. The disclosing party shall be entitled to injunctive relief and damages for any such breach. Notwithstanding anything in this Agreement to the contrary, Advanced Disposal acknowledges that Customer is subject to the Illinois Freedom of Information Act, 5 ILCS 140 ("FOIA"), and any disclosure of information regarding this Agreement by Customer pursuant to FOIA shall not be a breach of this Agreement.

**ARTICLE 13. TERMINATION.** Either party may immediately terminate this Agreement upon written notice for material breach by the other party, provided the notifying party has first provided the other party written notice reasonably specifying the default and at least fifteen (15) days to cure such default and further provided that failure to pay fees when due shall not be subject to cure rights. The terms of this Agreement with respect to Customer's warranties and representations, Designated Wastes, Indemnity and Insurance and Confidentiality and Non-Disclosure shall survive any termination hereof.

**ARTICLE 14. FORCE MAJEURE.** Except for the payment of services rendered, to the extent that either party is precluded from performing its obligations hereunder as the result of Acts of God, authority of laws, strikes, lockouts, labor disputes, riots, revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the landfill utilized by Advanced Disposal for disposal of Waste Material hereunder, or other causes beyond its reasonable control, such non-performing party shall be excused to the extent that its performance continues to be precluded by such causes.

**ARTICLE 15. MISCELLANEOUS.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Landfill is located. This Agreement may not be modified unless in writing, and signed by all parties hereto. Any invalid provision of this Agreement shall be deemed stricken and shall not invalidate or render unenforceable this Agreement or any other provision. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original. The execution of this Agreement and delivery thereof by facsimile shall be sufficient for all purposes and shall be binding upon any party who so executes. This Agreement may be assigned by a party with the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld. Consent shall not be required in the event of an assignment by operation of law. Failure to exercise any rights and/or remedies hereunder upon the non-performance and/or the defective performance of any term, condition, covenant, or agreement herein contained shall not be construed as a waiver of said rights and/or remedies. Nor shall any prior waiver or acceptance be construed as a future waiver of any future right and/or remedy. Each party hereby waives its right to a trial by jury with respect to any litigation resulting from a breach or enforcement hereof. There are no third party beneficiaries of this Agreement. Except with respect to the Indemnification obligation under Section 10, the parties shall not be liable for any indirect, incidental, special, punitive or consequential damages. Except with respect to the Indemnification obligations under Section 10, a party's aggregate liability, if any, arising out of this Agreement shall not exceed the three times (3x) the aggregate fees paid to Advanced Disposal by Customer, regardless of whether recovery is sought in contract, common law, tort, statute or otherwise. This Agreement together with the documents referred to herein, sets forth the entire agreement of the parties. As to conflicts between the terms hereof which are printed and those which are typed or written, the typed or written language shall govern. As to conflicts between this Agreement and the preprinted terms of Customer's agreement, if any, to which this Agreement may be attached or incorporated, the terms of this Agreement shall control.

WHEREAS, the parties hereto have executed this Agreement as of the date first set forth above.

\_\_\_\_ ("Customer")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Advanced Disposal Services Zion Landfill, Inc. ("Advanced Disposal")**

By: \_\_\_\_\_

Name: James A. Lewis

Title: General Manager



## Exhibit A

April 4, 2017

Michael Thomas  
Superintendent of Public Works  
City of Lake Forest  
110 E. Laurel Ave.  
Lake Forest, IL 60045

Re: 2017 Contract Extension

Mike,

As you are aware, the three year Landfill Disposal Service Agreement between Advanced Disposal Services Zion Landfill, Inc. (ADS) and the City of Lake Forest is set to expire in June. ADS offers the following two options to renew the existing contract.

**Three year extension**

Year 1: \$40.50/ton

Year 2: \$41.70/ton

Year 3: \$42.94/ton

**Five year extension**

Year 1: \$39.50/ton

Year 2: \$40.70/ton

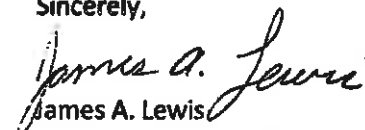
Year 3: \$41.94/ton

Year 4: \$43.21/ton

Year 5: \$44.52/ton

The rates shown include all fees and taxes. Any new taxes and or fees imposed by any governmental body will be passed on to the City. We appreciate your business and would like the opportunity to continue providing this service to you and your drivers. If you have any questions, please give me a call.

Sincerely,

  
James A. Lewis  
General Manager, PE

701 Green Bay Road • Zion, IL 60099  
tel (847) 623-3870 • fax (847) 746-0666 • [www.AdvancedDisposal.com](http://www.AdvancedDisposal.com)

Printed on recycled paper. Please recycle. ♻️

## Advanced Disposal / Waste Management General Comparison

<u>Advanced Disposal</u>	<u>Waste Management</u>
No Safety Spotter	Safety Spotter on Site
Larger Dumping Area (No Truck Wait)	Smaller Dumping Area (Trucks Need to Wait in Line)
Maintained Landfill Road	Limited Maintenance of Landfill Road
Woodchip Dumping Area (Limited Areas of Standing Water)	Gravel Dumping Area (Significant Areas of Standing Water)
Unmanned Scale	Manned Scale
Open Saturdays 7:00 A.M. – 11:00 A.M.	Closed on Saturdays



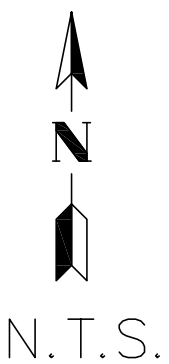
## Staff Recommendation

- It is recommended that The City of Lake Forest enters into a 5-year agreement with Advanced Disposal based on the following:
  - Yearly Cost per Ton
  - Landfill Site Advantages
    - Larger Dumping Area
    - Maintained Landfill Road
    - Woodchip Dumping Area
    - Unmanned Scale
    - Open Saturdays 7:00 A.M. – 11:00 A.M.

# PONDS SUBDIVISION OUTLET STRUCTURE REPAIRS

## CITY OF LAKE FOREST LAKE COUNTY, ILLINOIS

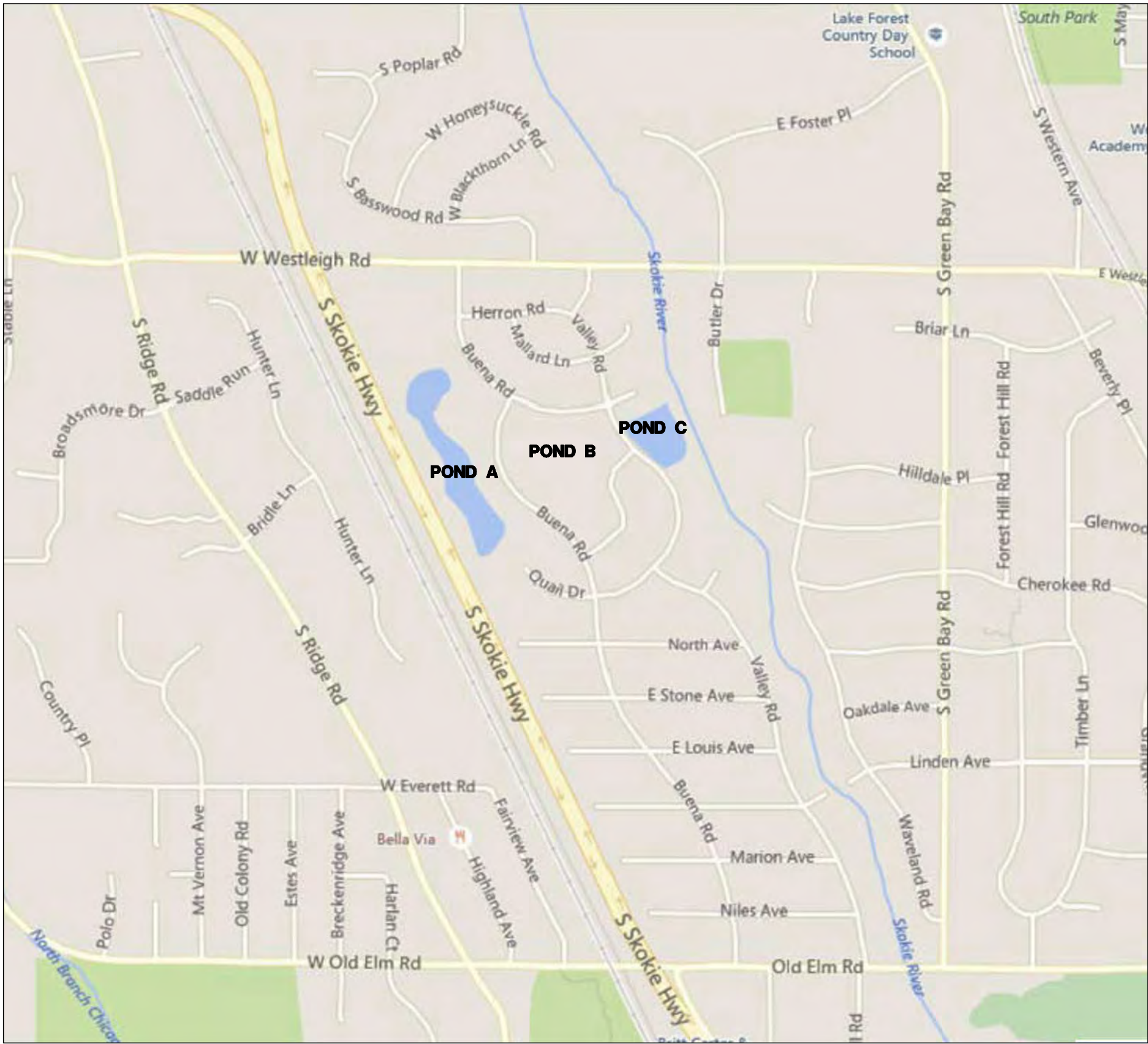
LOCATION MAP



MARCH 21, 2017

INDEX OF PAGES

- 1. COVER PAGE
- 2. SITE PLAN— POND A OUTLET STRUCTURE
- 3. SITE PLAN— POND B OUTLET STRUCTURE
- 4. SITE PLAN— POND C OUTLET STRUCTURE
- 5.&6. DETAILS
- 7. GENERAL NOTES



BENCHMARK:  
SOURCE BENCHMARK:  
LAKE COUNTY BENCHMARK # 5-65  
AT THE INTERSECTION OF RIDGE ROAD AND EVERETT  
ROAD. CHISELED "X" ON N BOLT OF HYDRANT.  
ELEVATION: 694.72 (NAVD88)

CONTROL POINTS:

Point #	Northing	Easting	Elevation	Description
10	2025806.72	1115244.01	668.80	CP10—MAG
11	2025866.55	1115359.99	670.37	CP11—MAG
12	2026436.37	1116157.66	657.43	CP12—XTC
13	2026648.68	1116522.74	655.08	CP13—MAG
14	2026381.94	1115998.53	661.18	CP14—MAG
15	2026285.09	1115890.20	661.57	CP15—MAG

LEGEND

FEATURE	EXISTING	PROPOSED
BUFFALO BOX		
BUSH/SHRUB		
CATCH BASIN		
CLEANOUT		
COMBINE SEWER LINE		
CONTOUR		
CULVERT		
DITCH/SWALE		
ELECTRIC LINE		
ELECTRIC MANHOLE		
FENCE		
FIRE HYDRANT		
FLARED END SECTION		
GAS LINE		
GAS MANHOLE		
GAS VALVE		
INLET		
LIGHT POLE		
OVERHEAD WIRES		
POWER POLE		
R.O.W LINE		
R.O.W MARKER		
SANITARY FORCEMAIN LINE		
SANITARY SEWER LINE		
SANITARY SEWER MANHOLE		
SIGN		
SPOT ELEVATION		
STORM SEWER LINE		
STORM SEWER MANHOLE		
TELEPHONE LINE		
TELEPHONE MANHOLE		
TELEPHONE BOX/PEDESTAL		
TREE—CONIFEROUS (SIZE/TAG#)		
TREE—DECIDUOUS (SIZE/TAG#)		
VALVE BOX		
VALVE VAULT		
WATER VALVE		
WATERMAIN LINE		

For Underground Utility Locations Call  
J.U.L.I.E.  
Toll Free Tel. No. (800)892-0123  
48 Hours Before You Dig

FOR THE CITY OF LAKE FOREST, ILLINOIS

DANIEL J. STRAHAN, P.E., CFM  
DATE

**GHA GEWALT HAMILTON  
ASSOCIATES, INC.**  
625 Forest Edge Drive ■ Vernon Hills, IL. 60061  
Tel 847.478.9700 ■ Fax 847.478.9701

NO.	BY	DATE	REVISION
1	DJS	3-21-17	REVISED BID SET

SCALE:  
NONE  
NONE

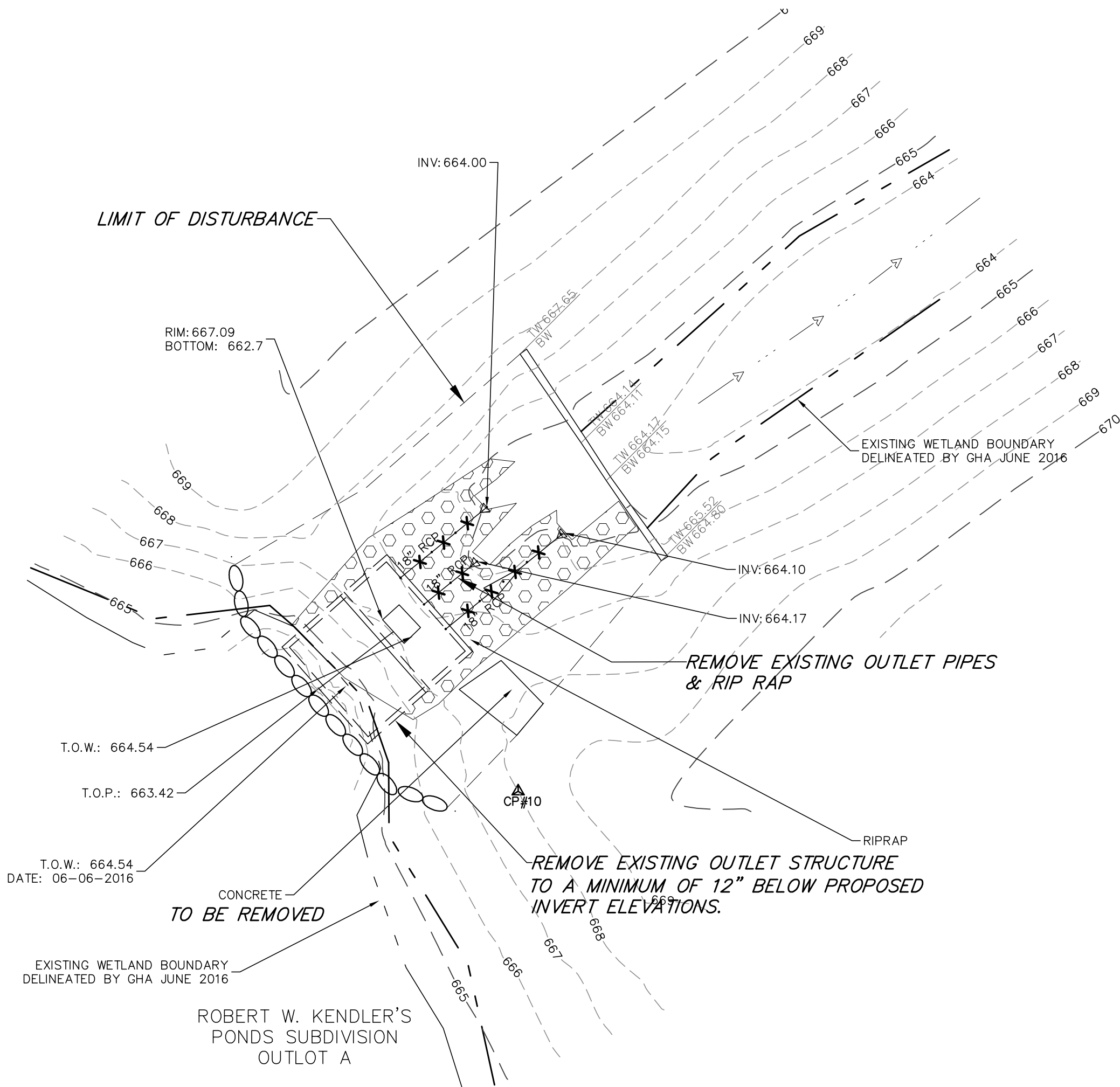
PROJECT NO.: 4664.203  
FILE: 4664.203-PR2.dwg  
DATE: 06-14-16

THE CITY OF LAKE FOREST  
800 N. Field Drive  
Lake Forest, IL 60045

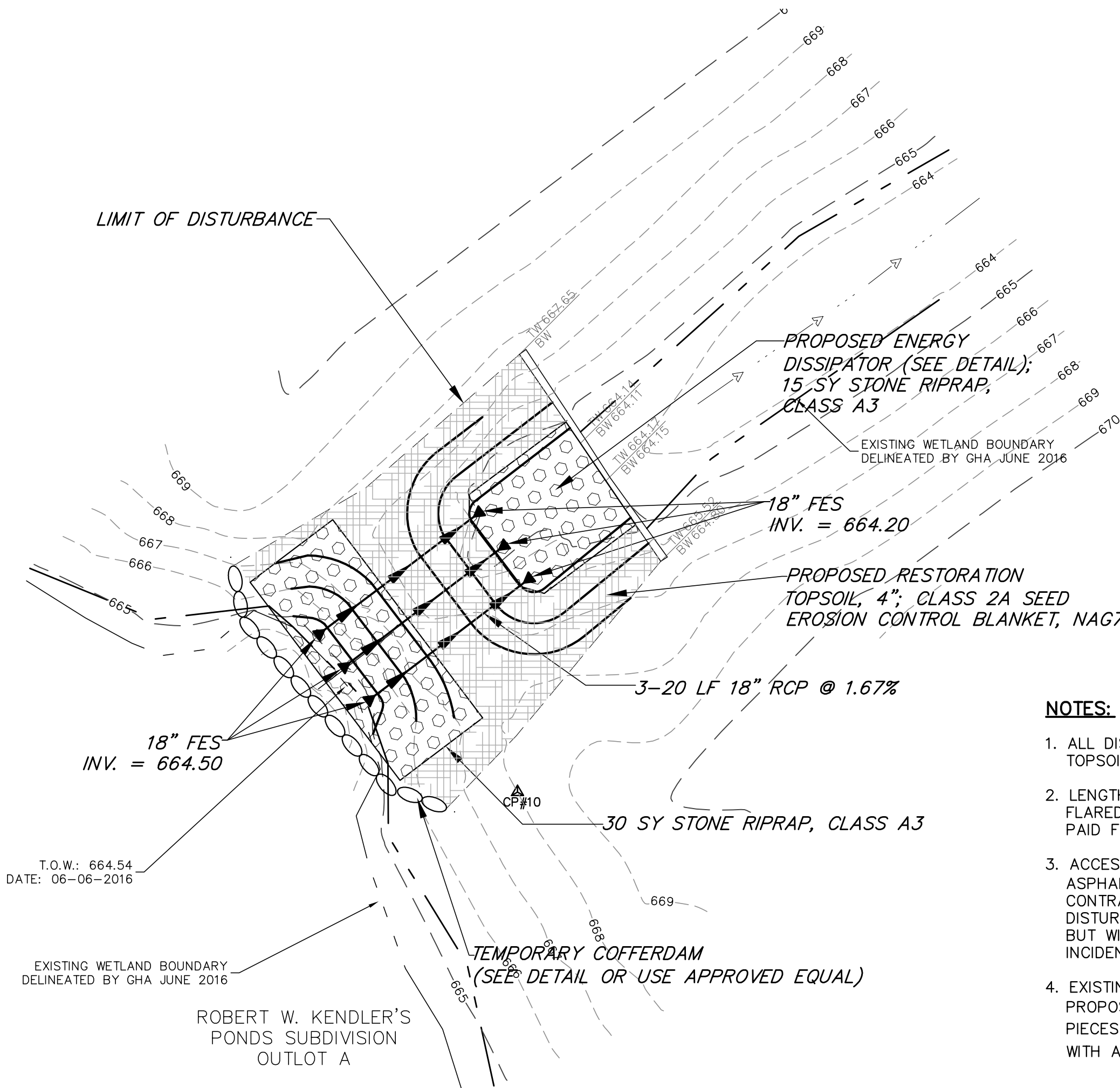
SHEET TITLE  
COVER PAGE

PROJECT  
POND SUBDIVISION  
OUTLET STRUCTURE REPAIRS

SHEET  
1 OF 7



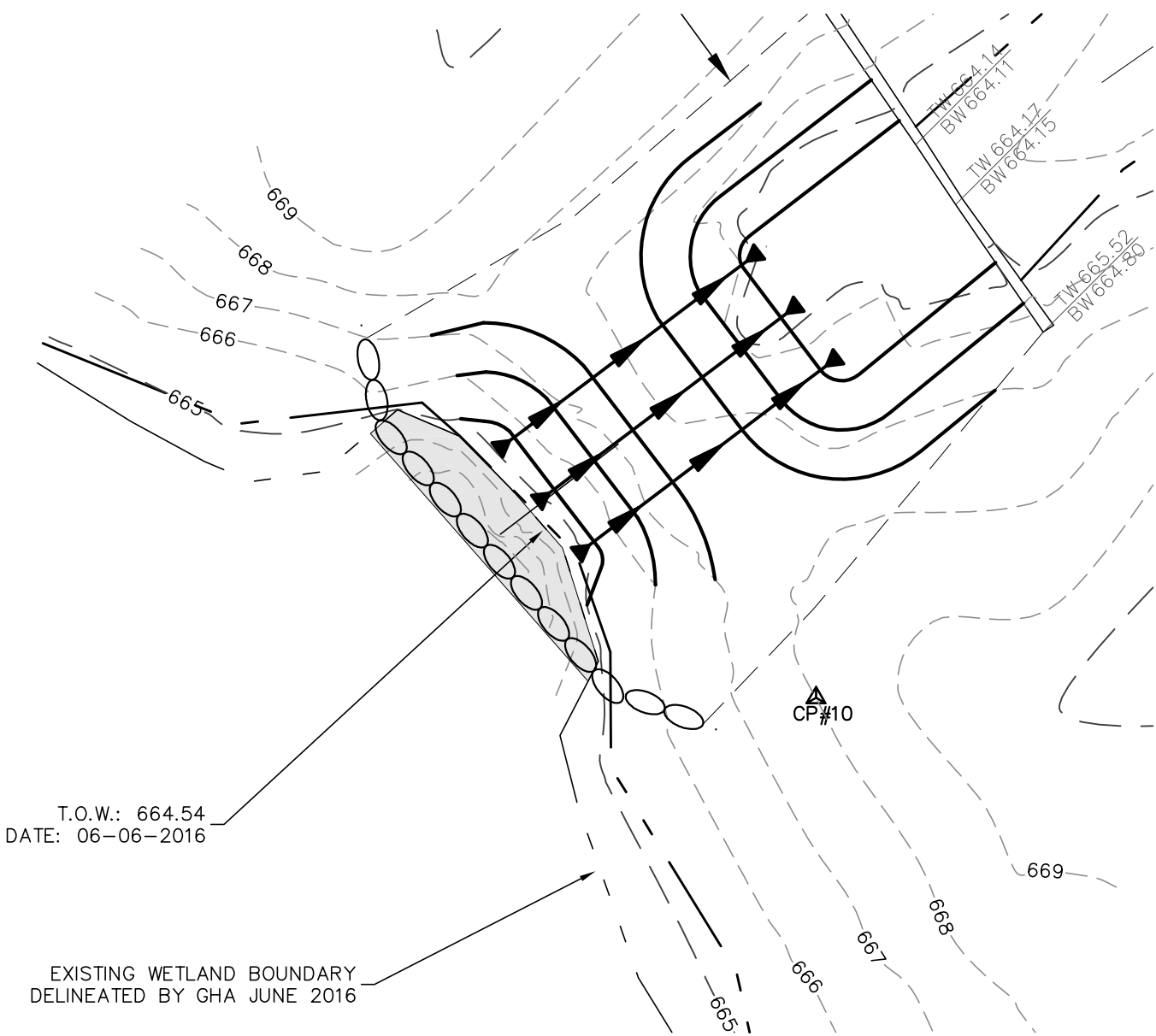
EXISTING CONDITIONS/DEMOLITION



PROPOSED CONDITIONS

NOTES:

1. ALL DISTURBED GRASS AREAS SHALL BE RESTORED WITH 4" TOPSOIL, CLASS 2A SEEDING, & EROSION CONTROL BLANKET.
2. LENGTHS OF CULVERTS SHOWN ARE INCLUSIVE OF LENGTHS OF FLARED END SECTIONS, BUT QUANTITIES WILL BE MEASURED AND PAID FOR SEPARATELY FOR EACH ITEM.
3. ACCESS TO EACH PROJECT AREA SHALL BE ALONG ADJACENT ASPHALT PATHS (RUBBER TIRE EQUIPMENT ONLY). THE CONTRACTOR SHALL MAKE EVERY EFFORT TO MINIMIZE DISTURBED AREAS ON AND ADJACENT TO THE ASPHALT PATHS, BUT WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE CAUSED INCIDENTAL TO NORMAL CONSTRUCTION OPERATIONS.
4. EXISTING CONCRETE & RIPRAP MAY BE REUSED AS BACKFILL IN PROPOSED RIPRAP AREAS, PROVIDED IT IS BROKEN UP INTO PIECES NO LARGER THAN 6" IN DIAMETER AND TOP DRESSED WITH A MINIMUM OF 6" OF CLEAN, VIRGIN STONE RIPRAP.

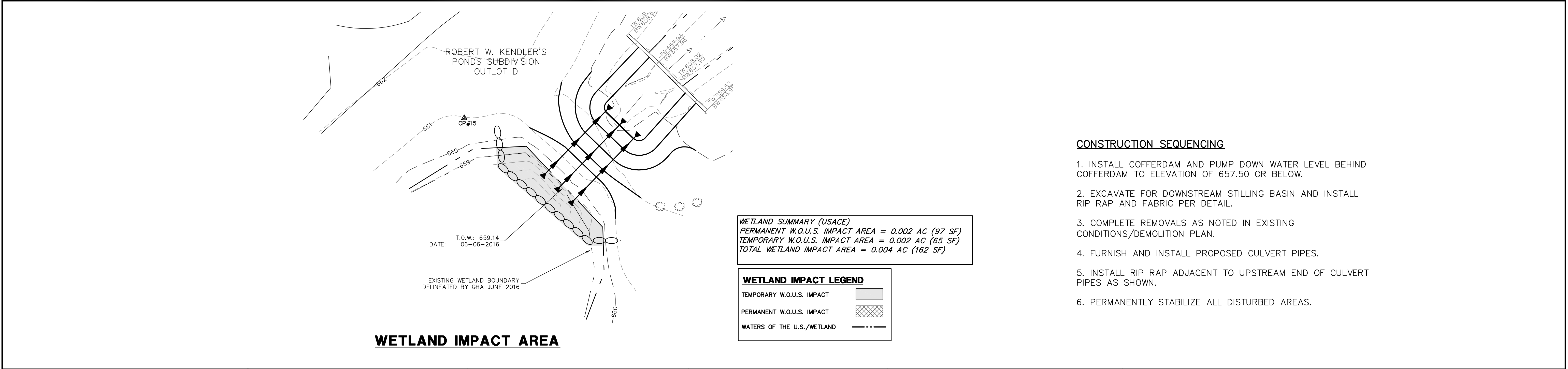
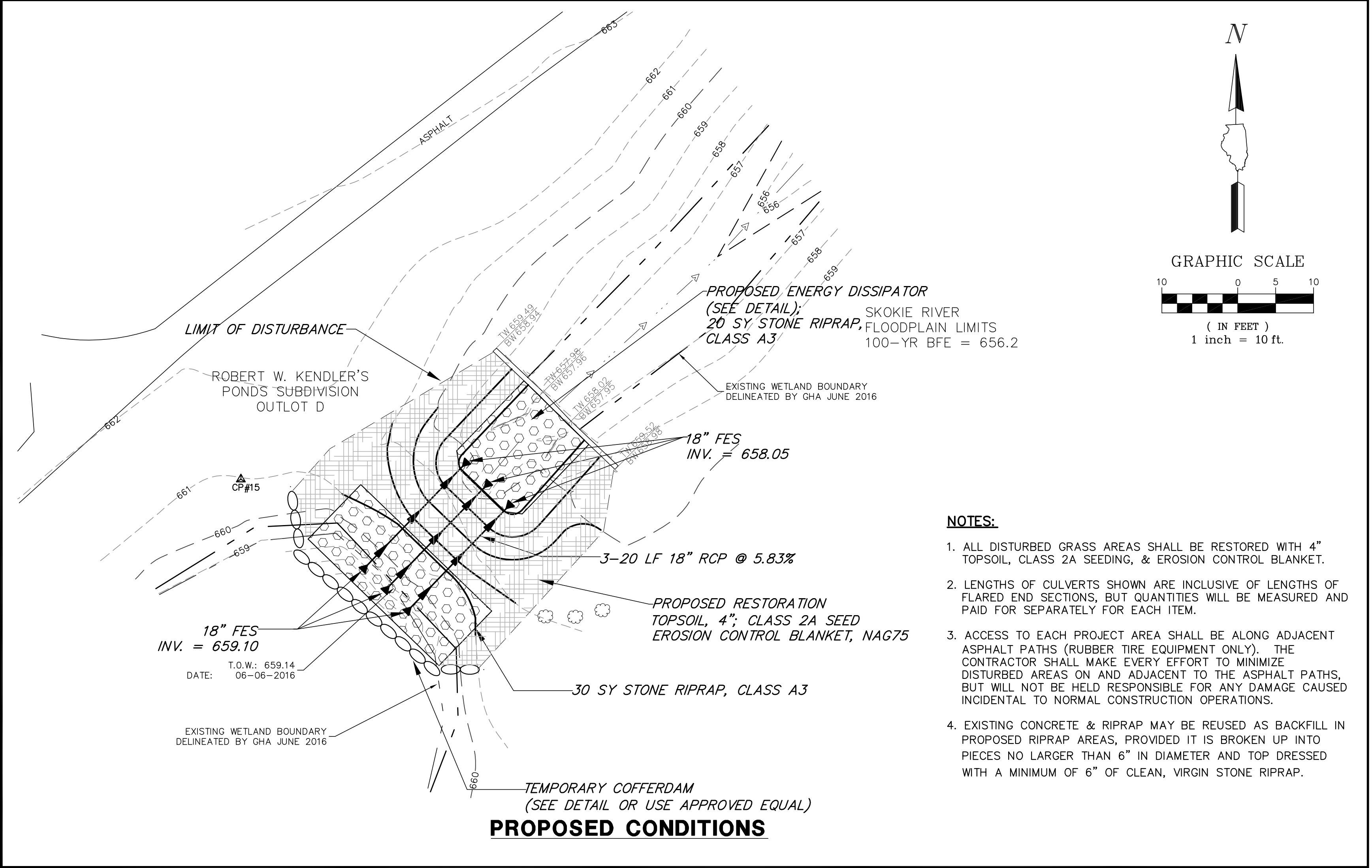
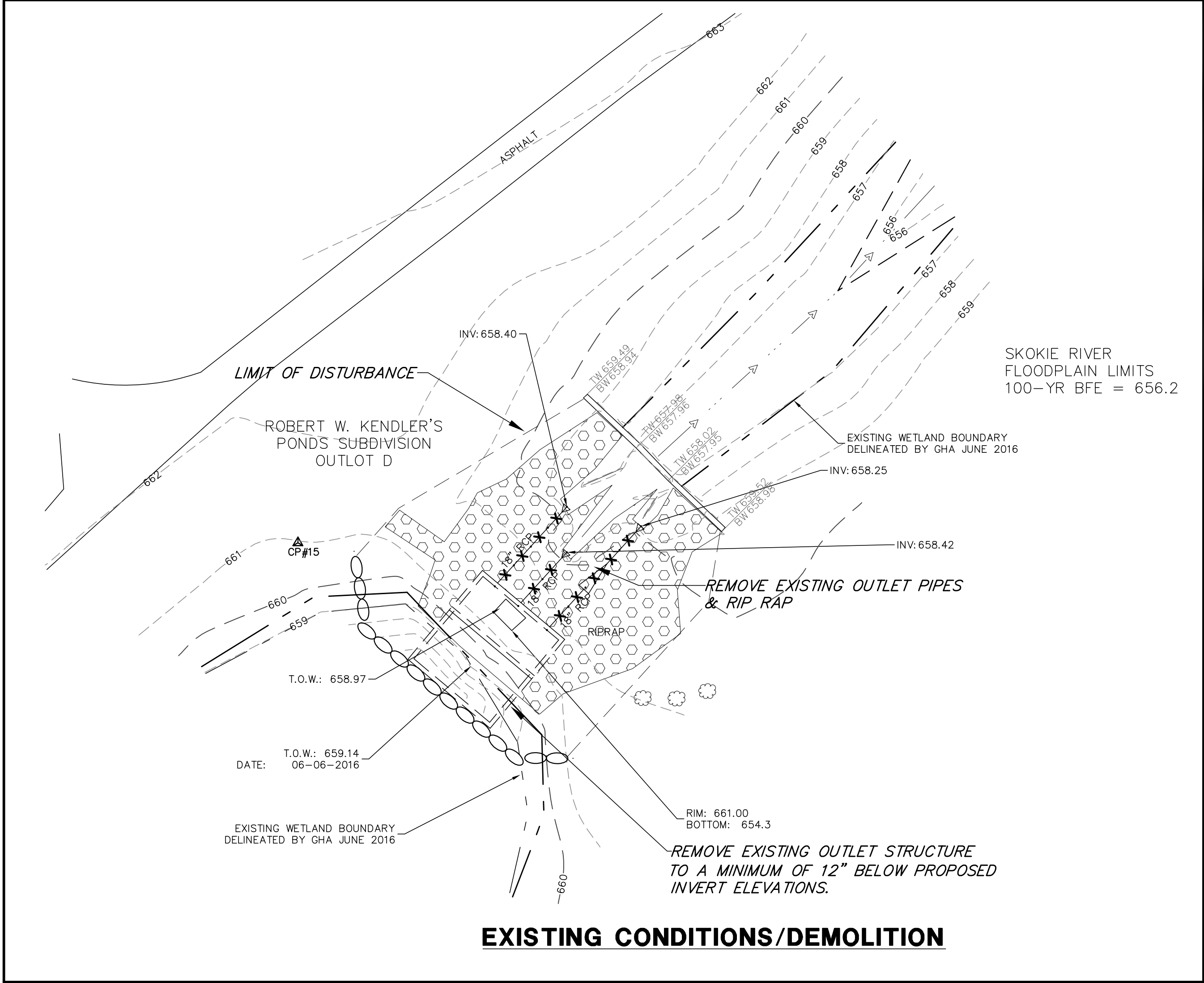



WETLAND IMPACT AREA

WETLAND SUMMARY (USACE)			
PERMANENT W.O.U.S. IMPACT AREA = 0.00 AC (0 SF)			
TEMPORARY W.O.U.S. IMPACT AREA = 0.002 AC (68 SF)			
TOTAL WETLAND IMPACT AREA = 0.002 AC (68 SF)			
WETLAND IMPACT LEGEND			
TEMPORARY W.O.U.S. IMPACT			
PERMANENT W.O.U.S. IMPACT			
WATERS OF THE U.S./WETLAND			

CONSTRUCTION SEQUENCING

1. INSTALL COFFERDAM AND PUMP DOWN WATER LEVEL BEHIND COFFERDAM TO ELEVATION OF 663.00 OR BELOW.
2. EXCAVATE FOR DOWNSTREAM STILLING BASIN AND INSTALL RIP RAP AND FABRIC PER DETAIL.
3. COMPLETE REMOVALS AS NOTED IN EXISTING CONDITIONS/DEMOLITION PLAN.
4. FURNISH AND INSTALL PROPOSED CULVERT PIPES.
5. INSTALL RIP RAP ADJACENT TO UPSTREAM END OF CULVERT PIPES AS SHOWN.
6. PERMANENTLY STABILIZE ALL DISTURBED AREAS.





GEWALT HAMILTON

ASSOCIATES, INC.

625 Forest Edge Drive

Vernon Hills, IL. 60061

Tel 847.478.9700

Fax 847.478.9701

1	DJS	3-21-17	REVISED BID SET		
NO.	BY	DATE	REVISION		

SCALE:

1"=10'

PROJECT NO.: 4664.203

FILE: 4664.203-PR2.dwg

DATE: 06-14-16

THE CITY OF LAKE FOREST

800 N. Field Drive

Lake Forest, IL 60045

SHEET TITLE

SITE PLAN - POND B OUTLET STRUCTURE

PROJECT

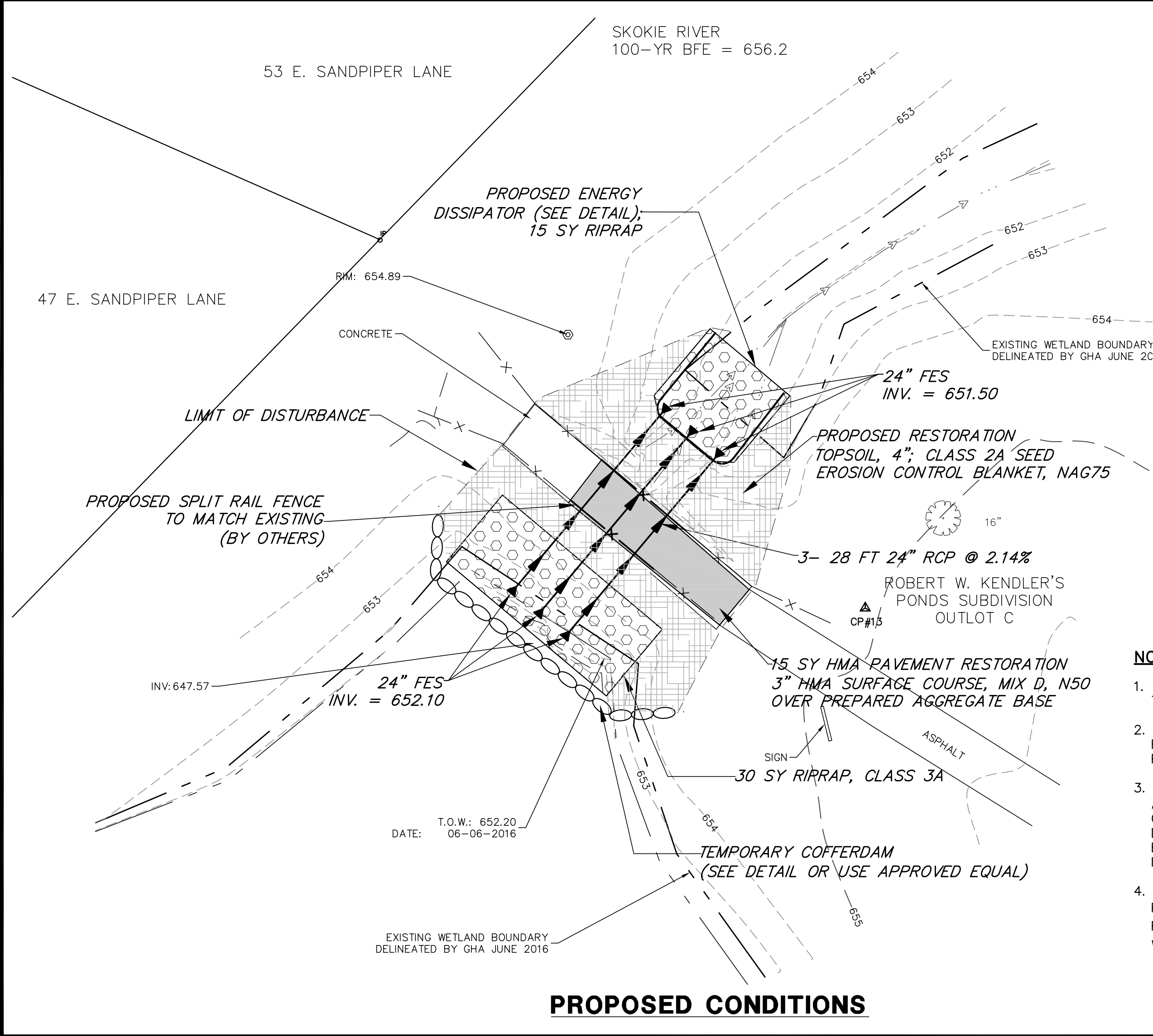
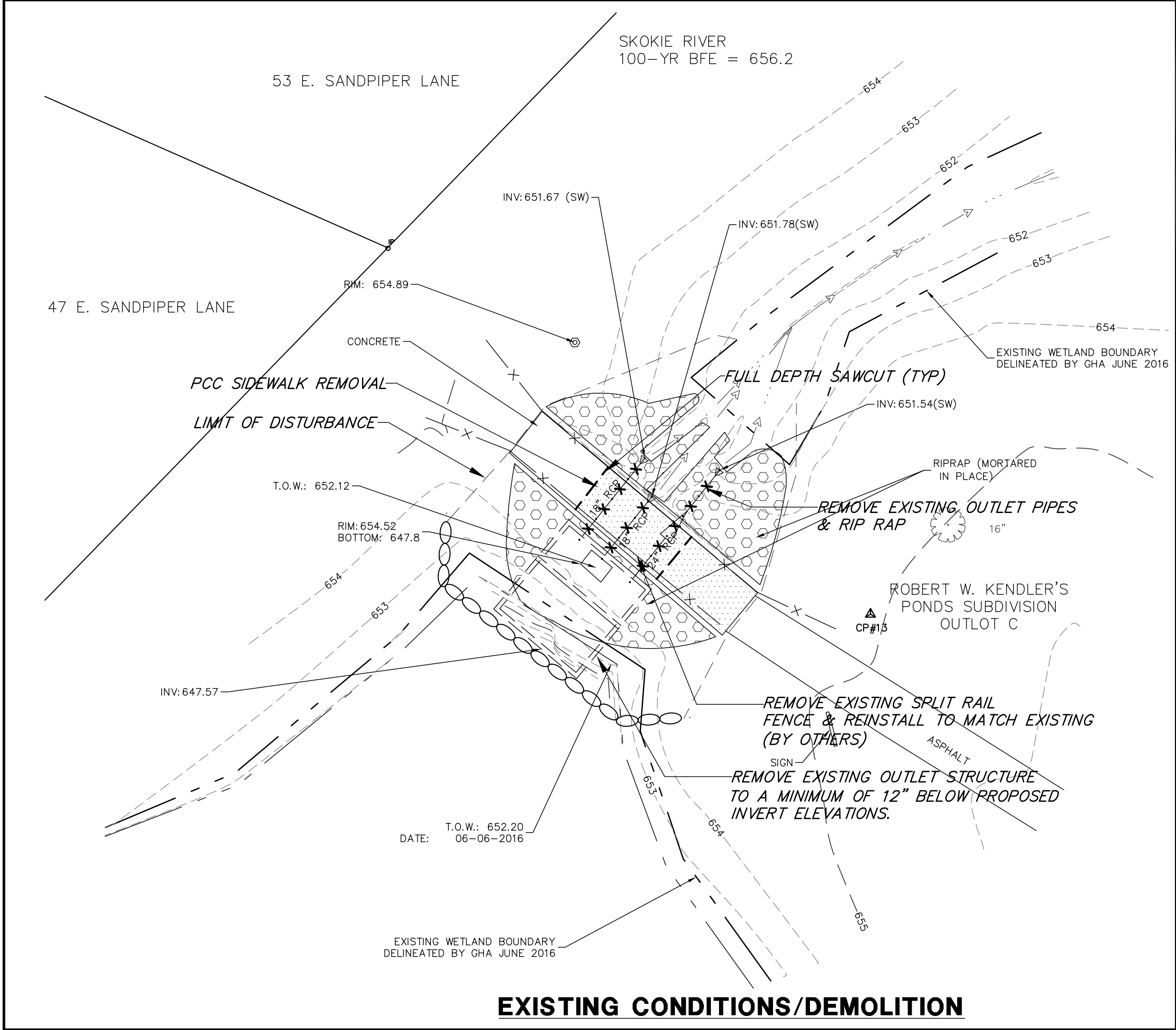
POND SUBDIVISION

OUTLET STRUCTURE REPAIRS

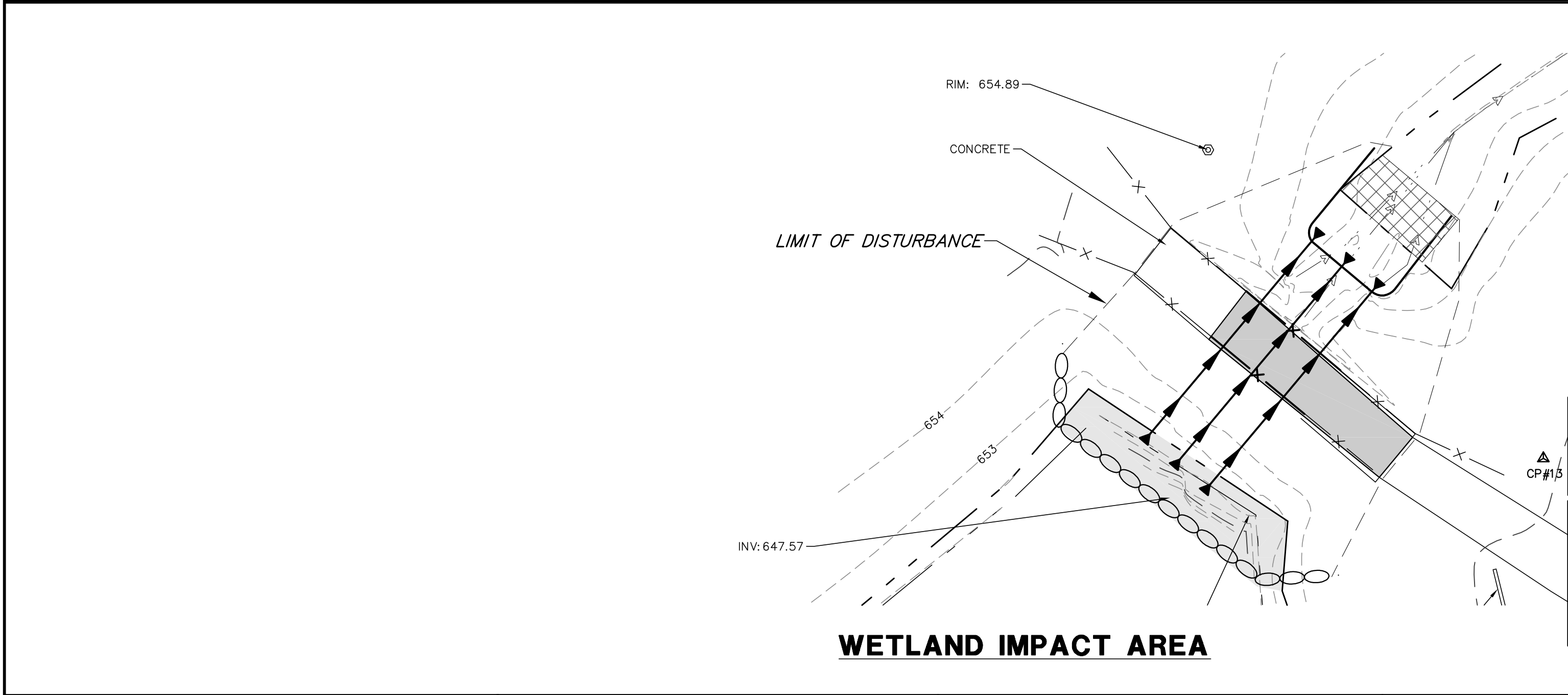
SHEET

3 OF 7

117



- NOTES:**
1. ALL DISTURBED GRASS AREAS SHALL BE RESTORED WITH 4" TOPSOIL, CLASS 2A SEEDING, & EROSION CONTROL BLANKET.
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PERMANENT W.O.U.S. IMPACT	
WATERS OF THE U.S./WETLAND	

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  6. PERMANENTLY STABILIZE ALL DISTURBED AREAS.

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## SPECIFICATIONS, STANDARDS AND SPECIAL PROVISIONS

1. ALL REFERENCES TO STANDARD SPECIFICATIONS IN THESE GENERAL NOTES SHALL BE INTERPRETED TO MEAN THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" ADOPTED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, JANUARY 1, 2012 AND THE "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS", ADOPTED JANUARY 1, 2013.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS; THE LATEST EDITION OF THE "ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", (IMUTCD; THE "STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS", (SSOCI), "THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" MAY 1996 FIFTH EDITION, THE "DETAILS" IN THE PLANS AND THE "SPECIAL PROVISIONS, IDOT STANDARD DRAWINGS, AND CITY OF LAKE FOREST STANDARD DRAWINGS" INCLUDED IN THE CONTRACT DOCUMENTS.
3. IN THE GENERAL NOTES, ALL REFERENCES TO ENGINEER SHALL BE INTERPRETED AS THE RESIDENT ENGINEER.

## STAKING

1. THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL SECTION OR SUBSECTION MONUMENTS OR PROPERTY OR REFERENCE MARKERS UNTIL THE CITY, ITS AGENT OR AN AUTHORIZED SURVEYOR HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATIONS.
2. ALL RADII FOR PROPOSED CURB AND GUTTER ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
3. THE STATION/OFFSET NOTED FOR ALL DRAINAGE STRUCTURES LOCATED IN THE CURB LINE REFER TO BACK OF CURB. ELEVATIONS REFER TO EDGE OF PAVEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE OFFSET NECESSARY FOR EACH STRUCTURE TO SET THE FRAME AND GRATE IN THE PROPER LOCATION. ALL OTHER STRUCTURES ARE DIMENSIONED TO THE CENTER OF STRUCTURE.
4. PAVEMENT GRADES: THE ELEVATIONS INDICATED ON THE PLANS ARE FINISHED GRADES OF PROPOSED PAVEMENT, UNLESS OTHERWISE INDICATED.

## UTILITIES

1. PRIOR TO THE START OF THE CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH UTILITY COMPANIES. THE LOCATION OF PUBLIC OR PRIVATE UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND THE CITY OF LAKE FOREST DOES NOT GUARANTEE THEIR ACCURACY. THE CONTRACTOR WILL BE REQUIRED TO ASCERTAIN THE EXACT LOCATION OF SUCH UTILITIES AND EXERCISE CARE DURING CONSTRUCTION OPERATIONS SO AS NOT TO DAMAGE THEM IN ACCORDANCE WITH THE SPECIAL PROVISIONS AND ARTICLE 107.31 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE OWNERS OF ALL EXISTING UTILITIES SO THAT THEIR FACILITIES MAY BE LOCATED AND ADJUSTED OR MOVED.
2. BEFORE STARTING ANY EXCAVATION, THE CONTRACTOR SHALL CALL "JULIE" AT 1-800-892-0123 FOR FIELD LOCATIONS OF BURIED ELECTRIC, TELEPHONE, GAS, WATER, SEWER, AND CABLE TELEVISION FACILITIES. (48 HOURS NOTIFICATION IS REQUIRED.) CONTRACTOR SHALL BE RESPONSIBLE FOR REQUESTING PERIODIC UPDATES OF UTILITY LOCATES. THE CITY OF LAKE FOREST SHALL NOT BE RESPONSIBLE FOR ANY COSTS INCURRED FOR LOCATING, POTHOLING, OR REPAIRING UTILITIES OWNED BY PUBLIC OR PRIVATE COMPANIES.
3. THE CITY OF LAKE FOREST WILL ATTEMPT TO LOCATE BASED ON AVAILABLE RECORDS EXISTING WATER SERVICES TO THE PROPERTIES WITHIN THE PROJECTS LIMITS. THESE SERVICES WILL BE LOCATED ONE TIME ONLY. FROM THEN ON THE CONTRACTOR SHALL DOCUMENT AND BE RESPONSIBLE FOR MAINTAINING KNOWLEDGE OF THE LOCATIONS OF THESE SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AS-BUILT KNOWLEDGE OF THE LOCATION OF THE NEWLY INSTALLED SERVICES AND MAINS. THE CITY WILL NOT BE RESPONSIBLE FOR LOCATING NEW MAINS OR SERVICES FOR THE CONTRACTOR. THIS IS IN EFFECT UNTIL FINAL PAYMENT FROM THE CITY. FOR THE DURATION OF THE CONTRACT, THE CONTRACTOR SHALL MAKE THE AS-BUILT UNDERGROUND UTILITY INFORMATION AVAILABLE TO THE CITY WHENEVER REQUESTED. IN THE EVENT OF A "JULIE" CALL WITHIN THE PROJECT LIMITS, THE CITY OR ITS AGENT WILL NOTIFY THE CONTRACTOR TO MARK ANY UTILITIES STILL UNDER THE CONTRACTORS RESPONSIBILITY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ABOVE AND BELOW GROUND UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER OR THE CITY OF LAKE FOREST. THIS WORK SHALL BE AT THE CONTRACTOR'S EXPENSE.
5. THE CONTRACTOR SHALL COOPERATE WITH THE CITY OF LAKE FOREST IN ANY UNDERGROUND UTILITY CONSTRUCTION WHICH THE CITY MAY WANT TO PLACE DURING THE CONTRACTOR'S OPERATIONS.
6. ALL MANHOLES, CATCH BASINS, AND VALVE VAULTS SHALL BE CONSTRUCTED AS PER CITY STANDARDS.
7. GRADATION OF TRENCH BACKFILL MATERIAL SHALL BE CA-6, AND SHALL BE PLACED IN UNIFORM LAYERS NOT EXCEEDING 12 INCHES (LOOSE MEASURE) AND COMPACTED WITH MECHANICAL EQUIPMENT TO 95% OF STANDARD PROCTOR DENSITY. PIPE BEDDING SHALL BE A MINIMUM OF 4 INCHES THICK.
8. ALL FRAMES WITH SELF SEALING CLOSED LIDS TO BE FURNISHED AS PART OF THIS CONTRACT FOR CONSTRUCTION, ADJUSTMENT OR RECONSTRUCTION OF ANY MANHOLES, CATCH BASIN, INLET, VALVE VAULT, OR METER VAULT SHALL HAVE CAST INTO THE LID ONE OF THE FOLLOWING WORDS: ALL LIDS TO BE USED ON STORM SEWER STRUCTURES SHALL BEAR THE WORD "STORM". ALL LIDS TO BE USED ON SANITARY SEWER STRUCTURES SHALL BEAR THE WORD "SANITARY". ALL LIDS TO BE USED ON WATER SYSTEM STRUCTURES SHALL BEAR THE WORD "WATER". ALL FRAMES SHALL SAY "DUMP NO WASTE!" OR "DRAINS TO RIVERS" OR SIMILAR. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE FRAME AND GRATE OR FRAME AND CLOSED LID PROVIDED.
9. WHENEVER DURING CONSTRUCTION OPERATIONS ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF DRAINAGE STRUCTURES SUCH THAT THE NATURAL FLOW OF WATER IS OBSTRUCTED, IT SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL UTILITY STRUCTURES SHALL BE FREE FROM DIRT AND DEBRIS. THE WORK SPECIFIED ABOVE WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE CONTRACT.
10. ALL AUXILIARY VALVES, FRAMES, GRATES, LIDS AND WATER SERVICE BOXES WHICH ARE TO BE ABANDONED OR ADJUSTED WITH A NEW OR DIFFERENT FRAME AND LID SHALL BECOME THE PROPERTY OF THE CITY OF LAKE FOREST. ALL HYDRANTS TO BE REMOVED SHALL BE REMOVED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL CONTACT THE CITY OF LAKE FOREST TO DETERMINE IF THE CITY WISHES TO SALVAGE THE HYDRANT. THE CONTRACTOR WILL BE RESPONSIBLE FOR STOCKPILING THE HYDRANTS FOR THE CITY TO PICK UP.
11. ANY EXISTING OR PROPOSED SEWER DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER AT NO COST TO THE CITY OF LAKE FOREST.
12. THE CONTRACTOR SHALL RECEIVE NO ADDITIONAL COMPENSATION FOR CONSTRUCTION STAGING NECESSARY TO ACCOMMODATE UTILITY RELOCATION OR ADJUSTMENT AND/OR FOR DELAYS CAUSED BY UTILITY RELOCATION OR ADJUSTMENT.
13. THE CONTRACTOR SHALL FURNISH ALL LABOR, EQUIPMENT AND MATERIAL NECESSARY FOR DEWATERING TRENCH EXCAVATIONS AS WELL AS SHORING TRENCH WALLS DURING UTILITY OPERATIONS. COMPLIANCE WITH THE ABOVE WILL BE INCIDENTAL TO THE UTILITY INSTALLATIONS.
14. ALL MANHOLES, CATCH BASINS, INLETS, AND VALVE VAULTS CALLED FOR TO BE ADJUSTED OR RECONSTRUCTED IN THE PLANS SHALL BE PAID FOR EACH AS "STRUCTURE TO BE ADJUSTED" OR "STRUCTURE TO BE RECONSTRUCTED."
15. THE PAY ITEM "ADJUST SANITARY SEWER" SHALL ONLY BE USED WHEN APPROVED BY THE ENGINEER. THIS ITEM SHALL NOT BE USED FOR THE CONTRACTOR'S CONVENIENCE, BUT ONLY WHEN CONFLICTS OCCUR BETWEEN THE EXISTING SANITARY CONNECTIONS AND THE PROPOSED UTILITIES.

## TREE REMOVAL, CLEARING AND HEDGE REMOVAL

1. ALL TREES ARE DESIGNATED TO BE SAVED UNLESS OTHERWISE NOTED ON THE PLANS, AND SHALL BE PROTECTED IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 201.05 OF THE STANDARD SPECIFICATIONS.
2. ALL CLEARING AND REMOVAL OF BUSHES, HEDGES AND TREES UNDER 6" IN DIAMETER SHALL BE INCIDENTAL TO THE COST OF EARTH EXCAVATION.
3. MORE THAN ONE MOBILIZATION FOR TREE REMOVAL MAY BE REQUIRED FOR THIS PROJECT. THE FIRST MOBILIZATION WILL REMOVE ANY TREES IN CONFLICT WITH THE PROPOSED ROADWAY AND SUBSEQUENT MOBILIZATIONS WILL REMOVE ANY TREES IMPACTED BY THE INSTALLATION OF THE UTILITIES. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR THE ADDITIONAL MOBILIZATIONS.
4. CONTRACTOR SHALL VERIFY WITH ENGINEER PRIOR TO TREE AND/OR BUSH REMOVAL.

WATERMAIN

1. WATER MAIN SHALL BE INSTALLED AT A MINIMUM DEPTH OF 5.5' BELOW FINISHED GRADE AND NO DEEPER THAN 8' FROM FINISHED GRADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF LAKE FOREST.
2. SERVICE LINES SHALL HAVE A MINIMUM OF 5' COVER AND A MAXIMUM OF 8' COVER. SERVICE LINES SHALL BE A MINIMUM OF 18" ABOVE SANITARY OR STORM SEWERS. COUPLINGS SHALL NOT BE INSTALLED UNDER PAVEMENT. WHEN INSTALLING A BACK LOOP OVER OR UNDER WATERMAIN, THE LOOP SHALL HAVE A MAXIMUM OF A 4' RADIUS.
3. CHANGES IN DIRECTION OF WATER MAIN SHALL BE INSTALLED WITH APPROVED RETAINER FITTINGS AND THRUST BLOCKING.
4. TESTING OF NEW WATER MAIN PRIOR TO FINAL ACCEPTANCE BY THE CITY OF LAKE FOREST SHALL BE IN ACCORDANCE WITH SECTION 41-2.13 OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS. THE SPECIAL PROVISIONS WITHIN THE CONTRACT DOCUMENTS, AND THE CITY STANDARD SPECIFICATIONS. PRESSURE TESTING SHALL INCLUDE HYDRANTS BY PRESSURE TESTING AGAINST THE INTERNAL VALVE OF HYDRANT. CONTRACTOR IS RESPONSIBLE FOR SATISFACTORY DISINFECTION OF NEW WATER SYSTEM.
5. FOR WATERMAIN SHUT OFFS, THE CONTRACTOR SHALL NOT OPERATE ANY WATER VALVES, THE CONTRACTOR SHALL GIVE THE CITY A MINIMUM OF 48 HOURS NOTICE. THE CITY SHALL PROVIDE NOTIFICATION FORMS AND DETERMINE THE LIMIT OF THE AFFECTED AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISTRIBUTION OF THE NOTIFICATION FORMS TO ALL AFFECTED RESIDENTS AT LEAST 24 HOURS IN ADVANCE OF THE SHUT OFF.
6. DOMESTIC WATER SERVICE BOXES SHALL BE ADJUSTED TO FINAL GRADE AND WILL BE KEYABLE AFTER THE COMPLETION OF THE FINAL LANDSCAPING. THE ADJUSTMENT TO THE FINAL GRADE SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE CONSIDERED INCLUDED IN THE COST OF THE PROJECT.
7. WATERMAIN AND SANITARY SEWER SEPARATION SHALL BE IN ACCORDANCE WITH SECTION 41-2.01 "PROTECTION OF WATERMAIN AND WATER SERVICE LINES" OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS.

### PAVING AND CURB & GUTTER

1. THE CONTRACTOR SHALL SAW CUT PAVEMENT, CURB & GUTTER, AND SIDEWALK AS INDICATED ON THE PLANS TO SEPARATE THE EXISTING MATERIAL TO BE REMOVED BY MEANS OF AN APPROVED CONCRETE SAW TO A DEPTH AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE ITEM BEING REMOVED.
2. BASE COURSE SHALL NOT BE PLACED ADJACENT TO CURB AND GUTTER UNTIL THE CURB AND GUTTER HAS BEEN PROPERLY CURED AND BACKFILLED TO THE SATISFACTION OF THE ENGINEER.
3. HOT-MIX ASPHALT SURFACE COURSE SHALL NOT BE PLACED UNTIL ALL EARTH EXCAVATION, TOP SOIL, SEEDING AND BLANKET, AND HOT-MIX ASPHALT BINDER COURSE HAVE BEEN COMPLETED TO THE SATISFACTION OF THE ENGINEER.

STORM & SANITARY SEWER

1. WHEN EXISTING DRAINAGE FACILITIES ARE DISTURBED, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY OUTLETS AND CONNECTIONS FOR ALL PRIVATE OR PUBLIC DRAINS, SEWERS OR CATCH BASINS. THE CONTRACTOR SHALL PROVIDE FACILITIES TO TAKE IN ALL STORM WATER WHICH WILL BE RECEIVED BY THESE DRAINS AND SEWERS AND DISCHARGE THE SAME. HE SHALL PROVIDE AND MAINTAIN AN EFFICIENT PUMPING PLANT, IF NECESSARY, AND A TEMPORARY OUTLET. HE SHALL BE PREPARED AT ALL TIMES TO DISPOSE OF THE WATER RECEIVED FROM TEMPORARY CONNECTIONS UNTIL SUCH TIME AS THE PERMANENT CONNECTIONS WITH SEWERS ARE BUILT AND IN SERVICE. THIS WORK WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE CONTRACT. CONNECTIONS TO EXISTING STORM STRUCTURES SHALL BE CORE DRILLED, SANITARY CONNECTIONS SHALL BE CORE DRILLED AND BOOTED.
2. ALL ABANDONED PIPE AND STRUCTURE INVERTS SHALL BE PLUGGED WITH BRICK AND MORTAR TO THE SATISFACTION OF THE ENGINEER. THIS WORK SHALL BE INCIDENTAL TO THE STORM SEWER BEING REMOVED.

## GENERAL


1. ACCESS: THE CONTRACTOR SHALL PROVIDE ACCESS TO ABUTTING PROPERTY AT ALL TIMES DURING CONSTRUCTION.
2. DIMENSIONS: IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND CONDITIONS EXISTING IN THE FIELD PRIOR TO ORDERING MATERIALS AND BEGINNING CONSTRUCTION.
3. ALL WASTE MATERIAL SHALL BE LEGALLY DISPOSED OF OUTSIDE THE LIMITS OF THE RIGHT-OF-WAY AT THE CONTRACTOR'S EXPENSE.  
  
ALL EXCAVATION AND/OR REMOVAL ITEMS BEING DISPOSED OF AT AN UNCONTAMINATED SOIL FILL SITE SHALL MEET THE REQUIREMENTS OF PUBLIC ACT 96-1416. ALL COSTS ASSOCIATED WITH MEETING THESE REQUIREMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCLUDED IN THE COST OF THE ASSOCIATED BID ITEMS IN THE CONTRACT. THESE COSTS SHALL INCLUDE BUT ARE NOT LIMITED TO CERTIFICATION BY A LICENSED ENGINEER, ALL REQUIRED TESTING AND LABORATORY ANALYSIS, AND ANY STATE AND LOCAL DUMPING FEES. ADDITIONALLY, THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ANY REJECTED LOADS; THE MATERIAL SHALL NOT BE RETURNED TO THE SITE OF ORIGIN.
4. PAY ITEMS IN THE SUMMARY OF QUANTITIES HAVE BEEN ESTIMATED. IF, IN THE ENGINEERS OPINION, THE WORK IS NOT REQUIRED, THE ITEM WILL BE DEDUCTED FROM THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
5. A PRECONSTRUCTION VIDEO RECORDING WILL BE REQUIRED BEFORE STARTING ANY WORK.
6. ALL SAW-CUTTING IS INCIDENTAL TO ASSOCIATED WORK.

## PROJECT CLOSEOUT AND FINAL SUBMITTALS

- A FINAL STATEMENT OF ACCOUNTING TO BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER, SHOWING ALL ADJUSTMENTS TO THE CONTRACT SUM. THE ENGINEER WILL PREPARE A FINAL PAY REQUEST TO BE SUBMITTED TO THE OWNER. ACCOMPANYING THIS FINAL PAY REQUEST WILL BE EVIDENCE OF PAYMENT AND FINAL WAIVERS OF LIEN FROM THE CONTRACTOR, SUBCONTRACTORS AND MATERIAL SUPPLIERS.
2. AS-BUILT REQUIREMENTS:
- a. OWNER/CONTRACTOR SHALL, NOT LATER THAN THE TIME IT GIVES THE NOTICE OF COMPLETION AND REQUEST FOR APPROVAL PROVIDE TO THE CITY THREE SETS OF "AS-BUILT" OR "RECORD" DRAWINGS FOR ALL OF THE IMPROVEMENTS, INCLUDING ONE SET ON A REPRODUCIBLE MYLAR AND ONE IN DIGITAL FORMAT (SEE ITEM 5.). THE CITY MUST RECEIVE, REVIEW AND APPROVE "AS-BUILT" PLANS FOR THE PROJECT, CERTIFIED BY AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR OR ENGINEER, WHICH SHALL INDICATE, ALL GEOMETRIC CHANGES TO ROADWAYS, PARKING LOTS, ENTRANCES, ALL ALIGNMENT CHANGES TO NEW OR ADJUSTED UTILITIES, OUTLET STRUCTURES, SPECIAL STRUCTURES, OVERFLOW STRUCTURES, NORMAL WATER SURFACE ELEVATION, HIGH WATER SURFACE ELEVATION, VERIFICATION OF RIGHT-OF-WAY MARKERS/PROPERTY CORNERS, CHANGES IN BENCHMARKS OR CONTROL POINTS, ALL VALVES AND BUFFALO BOXES, DEPTH AND LOCATION OF WATER MAINS, AS WELL AS ALL SEWER WYE LOCATIONS, CULVERTS, PIPES, TANKS, FIELD TILE (ABANDONED OR NOT), MANHOLES, CATCH BASINS, INLETS, STUBS, SIDEWALKS, DRIVEWAYS, APRONS, CURBS, BERMS, CHANNELS, SWALES, UTILITY POLES/BOXES, MAILBOXES, ETC.
- b. LOT SERVICES SHALL HAVE TWO (2) MEASUREMENTS FROM THE END OF THE SERVICE TO FIXED OBJECTS SUCH AS MANHOLES, FIRE HYDRANTS, CATCH BASINS, ETC., ALL DESIGN PLAN ELEVATIONS, SIZE, LENGTH, WIDTH, LOCATIONS AND MATERIALS SHALL BE FIELD VERIFIED AND REVISED TO SHOW ACTUAL CONDITIONS.
- c. CITY WILL REVIEW THE "AS-BUILT" DRAWINGS AND COMPARE THEM WITH THE APPROVED FINAL ENGINEERING DRAWINGS. IN ADDITION, THE CITY WILL CONDUCT ANY FIELD INSPECTIONS NECESSARY TO ENSURE THE VALIDITY OF THE "AS-BUILT" PLANS. IF IN THE OPINION OF THE CITY SURVEYOR & ENGINEER THERE ARE UNACCEPTABLE DIFFERENCES IN THESE TWO DRAWINGS, THE DEVELOPER WILL CORRECT THESE DIFFERENCES. THE APPROVAL OF THE "AS-BUILT" PLANS SHALL OCCUR PRIOR TO RELEASE OF THE LETTER OF CREDIT, OR OTHER SECURITIES. THE "AS-BUILT" PLANS SHALL SHOW REVISED 100-YEAR FLOOD LIMITS DUE TO AS-BUILT CONDITIONS. DUE TO AS-BUILT CONDITIONS, THE CITY MAY REQUIRE REVISED DRAINAGE CALCULATIONS PRIOR TO FINAL ACCEPTANCE AND APPROVAL OF THE CITY. THIS MAY INCLUDE BUT NOT BE LIMITED TO STORM SEWERS, OVERFLOW ROUTES, WEIR LOCATIONS, DETENTION, AND OTHER CRITICAL LOCATIONS TO ESTABLISH THEIR COMPLIANCE WITH SUBDIVISION AGREEMENT AND ALL REQUIREMENTS OF LAW.
- d. ANY REVISIONS TO PREVIOUS SUBMITTED ENGINEERING PLANS, EITHER BEFORE OR AFTER CITY APPROVAL, SHALL BE DULY NOTED ON THE PLANS WITH REVISION DATES, REVISION NUMBERS AND HIGHLIGHTING THE CHANGE. ALL REVISIONS MUST ALSO BE ITEMIZED IN A LETTER TO ACCOMPANY THE REVISED ENGINEERING PLANS.
- e. UPON ACCEPTANCE OF HARD COPY OF THE AS- BUILT DRAWINGS, THESE DRAWINGS SHOULD BE SUBMITTED IN DIGITAL FORMAT AS WELL AS ON REPRODUCIBLE MYLAR AND SUBMITTED TO THE CITY ENGINEER IN .DGN OR .DWG FILE FORMAT ON A DVD. THE AS-BUILT DRAWINGS SHALL BE SUBMITTED WITH FINAL IMPROVEMENTS SHOWN, NOTING CHANGES FROM THE ORIGINAL CONSTRUCTION PLANS.
3. GASB REQUIREMENTS – THE CONTRACTOR SHALL SUBMIT THE FINAL QUANTITIES AND ACTUAL COSTS, CERTIFIED BY AN ILLINOIS LICENSED PROFESSIONAL ENGINEER, FOR EACH OF THE FOLLOWING PUBLICLY OR PRIVATELY MAINTAINED ITEMS:
- a. STORM SEWERS BY PIPE TYPE, SIZE (INCHES) AND LENGTH (FEET)
- b. STORM STRUCTURES BY TYPE AND SIZE (INCHES) (INCLUDES FRAMES AND GRATES)
- c. SANITARY SEWERS BY PIPE TYPE, SIZE (INCHES) AND LENGTH (FEET)
- d. SANITARY STRUCTURES BY TYPE AND SIZE (INCHES) (INCLUDES FRAME AND GRATES)
- e. WATER MAINS BY PIPE TYPE, SIZE (INCHES) AND LENGTH (FEET)
- f. WATER STRUCTURES BY TYPE AND SIZE (INCHES) (INCLUDES FRAMES AND GRATES WHERE APPLICABLE)
- g. SIDEWALK AND BIKE PATH BY MATERIAL TYPE AND AREA (SQUARE FEET) (INCLUDES BASE COURSE)
- h. CURB AND GUTTER BY SIZE (INCHES) AND LENGTH (FEET) (INCLUDES BASE COURSE)
- i. STREET AND PARKING LOTS BY MATERIAL TYPE AND AREA (SQUARE YARDS) (INCLUDES BASE COURSE)
- j. R.O.W. BY AREA (ACRES TO NEAREST HUNDREDTH)
- k. OTHER ITEMS AS REQUESTED BY CITY SURVEYOR & ENGINEER

### SUMMARY OF QUANTITIES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	Construction Layout	1	LSUM
2	Stone Riprap, Class 3A	140	SQ YD
3	HMA Pavement Restoration	15	SQ YD
4	Pipe Culvert Removal	105	FOOT
5	Precast Reinforced Concrete Flared End Sections 18"	12	EA
6	Precast Reinforced Concrete Flared End Sections 24"	6	EA
7	Storm Sewers, Class A, Type 2 18"	48	FOOT
8	Storm Sewers, Class A, Type 2 24"	48	FOOT
9	Remove Existing Riprap	501	SQ YD
10	Temporary Cofferdams	3	EA
11	Outlet Structure Removal	3	EA
12	Dewatering	1	LSUM
13	As-built Drawings	1	LSUM

 <b>GEWALT HAMILTON ASSOCIATES, INC.</b> 625 Forest Edge Drive ■ Vernon Hills, IL. 60061 TEL 847.478.9700 ■ FAX 847.478.9701						SCALE: NONE	THE CITY OF LAKE FOREST 800 N. Field Drive Lake Forest, IL 60045	PROJECT POND SUBDIVISION OUTLET STRUCTURE REPAIRS	
		1	DJS	3-21-17	REVISED BID SET	PROJECT NO.: 4664.203 FILE: 4664.203-PR2.dwg	DATE: 06-14-16	SHEET TITLE GENERAL NOTES SHEET	SHEET 7 OF 7
		NO.	BY	DATE	REVISION				

**DRAINAGE SETTLEMENT AGREEMENT**  
**(THE CITY OF LAKE FOREST AND THE PONDS HOMEOWNERS ASSOCIATION)**

This **DRAINAGE SETTLEMENT AGREEMENT** ("**Agreement**") is dated \_\_\_\_\_, 2017 ("**Effective Date**"), by and between THE CITY OF LAKE FOREST, an Illinois municipal special charter home rule municipal corporation (the "**City**"), and THE PONDS HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation (the "**HOA**") (the City and HOA are collectively referred to as the "**Parties**").

**IN CONSIDERATION OF** the recitals and mutual covenants and agreements set forth in this agreement, the parties agree as follows:

**Section 1: Recitals.**

A. Within the City, there exists a subdivision titled "Robert W. Kendler's Ponds Subdivision" (the "**Ponds Subdivision**"), within which there are certain drainage detention facilities.

B. The Ponds Subdivision was approved pursuant to "An Ordinance Granting a Special Use Permit to Allow a Planned Cluster Development for Property Located at the Southeast Corner of Westleigh Road and Skokie Highway" (the "**Special Use Permit**"). As a condition of the approval of the Ponds Subdivision, the Special Use Permit also provided for the recordation of a certain "Declaration of Covenants for the Ponds Subdivision," dated April 13, 1978 and recorded in the Office of the Lake County recorder as document 1928656 (the "**Declaration of Covenants**").

C. The approval of the Ponds Subdivision was also based upon certain plans prepared by James Anderson Company and approved by the City Engineer (the "**Plans**") (collectively, the Declaration of Covenants, Plans, and Special Use Permit are collectively referred to as the "**Establishing Documents**").

D. The Establishing Documents describe Outlots A, B, C, and D, all of which are located within the Ponds Subdivision. Outlots A, B, C, and D are legally described on **Exhibit A** attached hereto and made a part hereof (the "**Outlots**"). The drainage detention facilities and structures located on Outlots A, C, and D (the "**Ponds**") within the Ponds Subdivision are the private property of the HOA.

E. Over the years, the condition of the Ponds has deteriorated, and the City and the HOA have disputed who is responsible for maintaining Ponds (the "**Dispute**").

F. Notwithstanding such Dispute, the City and HOA have discussed means to address the repair of the Ponds, as well as the long-term maintenance of the Ponds. To that end, the City has directed its consulting engineers Gewalt Hamilton Associates, Inc. (the "**City Engineer**") to prepare engineering plans (the "**Project Plans**") for the repair of the Ponds (the "**Project**"), which Project Plans are attached hereto as **Exhibit B**. Based on the Project and the Project Plans, the Parties agree to resolve their Dispute as more fully set forth in this Agreement.

**Section 2: The City's Obligations.**

A. The Project Generally. Subject to the terms of this Agreement, the City agrees to

undertake the Project pursuant to the Project Plans. The HOA hereby approves the Project Plans. The City agrees to pay all design, construction, oversight, and management costs and expenses in connection with the Project ("**Project Costs**").

B. Performance Standards. The City shall oversee and manage the Project and cause to be performed all work ("**Work**") necessary to complete the Project in a good and workmanlike manner and in accordance with the Project Plans and this Agreement. The City agrees to comply with all applicable federal laws, state laws, and regulations and shall, its own expense, obtain all necessary permits, licenses, consents, and other approvals for the performance of the Work.

C. Allowance of Inspections. The City shall provide the HOA or its designated agents reasonable opportunities to inspect the Work; provided that such inspections shall be coordinated with the City Engineer.

D. Project Schedule. It is anticipated that the Work on the Project will commence after July 1, 2017 and be completed by October 1, 2017.

### **Section 3. HOA's Agreements and Undertakings.**

A. Access to City for the Work. The HOA acknowledges and agrees that the City, its employees, contractors, agents, and representatives (the "**City Representatives**") shall have the right to enter upon the Outlots for purposes of undertaking and completing the Project pursuant to the Project Plans, and the HOA further grants the City Representatives all rights of access necessary for such purposes.

B. Maintenance of the Ponds. Upon the satisfactory completion of the Project as reasonably determined by the City Engineer in consultation with the HOA, the HOA agrees to be fully and solely responsible for all future maintenance, repairs, and rehabilitation of the Ponds in perpetuity without cost or expense to the City. To the extent that the City receives any contractor guaranty with respect to the Work, the City agrees either: (i) to assign or cause to be assigned such guaranty to the HOA, or (ii) exercise its rights pursuant to any such guaranty on behalf of the HOA. Except to the extent of any guaranty that the City receives from its contractor, the City does not guaranty the Work or the Project from any defects.

C. Access to Outlots. The HOA agrees to remove, and not to re-establish, signage in, upon, or along the Outlots (including the entryways thereto) that limits access to the Outlots only to residents of the Ponds Subdivision. This Subsection 3.C does not limit the HOA's rights (subject to compliance with all applicable laws, ordinances, and regulations) other generally applicable signage relating to the Ponds or their use.

### **Section 4: Indemnity/Hold Harmless/Release.**

220. To the fullest extent permitted by law, the City agrees to indemnify, defend, and hold harmless the HOA and its respective directors, administrators, officers, agents, employees, successors, assigns, and all other persons, firms, and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments, and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, and

settlements arising out of the City's performance of its obligations under this Agreement. The indemnities contained in this Section shall survive termination of this Agreement.

b. To the fullest extent permitted by law, the HOA agrees to indemnify, defend, and hold harmless the City, its elected and appointed officers, officials, attorneys, agents, employees, representatives, successors, assigns, and all other persons, firms, and corporations acting on its behalf or with its authority, from and against any and all injuries, liabilities, losses, damages, costs, payments, and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, and settlements arising out of the HOA's performance of its obligations under this Agreement. The indemnities contained in this Section shall survive termination of this Agreement.

#### **Section 4: Joint Obligations.**

220. The Parties agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, including, without limitation, the enactment of such resolutions and ordinances, the execution of such permits, applications, and agreements, and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement.

b. Neither Party shall assign this Agreement to any person or entity without the prior written consent of the other Party.

c. The City and the HOA agree that this Agreement is for the benefit of the Parties and not for the benefit of any third-party beneficiary. No third party shall have any rights or claims against the HOA or the City arising from this Agreement.

**Section 5: Recordation:** The Parties shall execute and cause to be recorded against the Ponds Subdivision the "***Memorandum of Agreement***" attached hereto as **Exhibit C** and made a part hereof.

**Section 6: Amendment.** The HOA and the City agree that no change or modification to this Agreement or any Exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties, and attached to and made a part of this Agreement.

#### **Section 7: General Provisions.**

A. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

B. **Entire Agreement.** This Agreement represents the entire Agreement between the HOA and the City. This Agreement shall be construed in accordance with the internal laws of the State of Illinois. This Agreement may be amended only by written instrument signed by both parties hereto.

C. **Notices.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement

or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party at the respective addresses shown below, or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections, and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered or on the first business day after successful transmission if sent by facsimile transmission.

**Notices to the HOA:**

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**Notices to the City:**

The City of Lake Forest  
 (Attn: City Manager)  
 220 East Deerpath  
 Lake Forest, IL 60045  
 Phone: 847.810.3670  
 Facsimile: 847.615.4289

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

**IN WITNESS WHEREOF**, this Agreement is entered into by and between the Parties hereto as of the date and year first above written.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

**ATTEST:**

**THE CITY OF LAKE FOREST**

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

By: \_\_\_\_\_  
Mayor

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**ATTEST:**

**THE PONDS HOMEOWNERS ASSOCIATION**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

## ACKNOWLEDGEMENTS

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF LAKE )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2017, by \_\_\_\_\_, the Mayor of **THE CITY OF LAKE FOREST**, an Illinois municipal special charter corporation, and by \_\_\_\_\_, the City Clerk of said municipal special charter corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Signature of Notary

SEAL

My Commission expires:\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2017, by \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_ of **THE PONDS HOMEOWNERS ASSOCIATION**, an Illinois not-for-profit corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, who appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_

**Exhibit A**

**Legal Description of Outlots A, B, C, and D**

Outlots A, B, C, and D in Robert W. Kendler's Ponds Subdivision of those parts of the west half of the southwest quarter of Section 4 and of the southeast quarter of Section 5, Township 43 North, Range 12, east of the Third Principal Meridian, according to the plat thereof, recorded July 5, 1978, as document 1928655, in Book 66 of Plats, Pages 18, 19, and 20, in Lake County, Illinois.

**Exhibit B**

**Project Plans**

**Exhibit C**

**Memorandum of Agreement**

**This instrument prepared by  
And, following recording, to  
Be returned to:**

Filippini Law Firm LLP  
990 Grove Street, Suite 220  
Evanston IL 60201  
(Attn.: Victor P. Philippini, Jr.)

**MEMORANDUM OF DRAINAGE SETTLEMENT AGREEMENT**  
**(THE CITY OF LAKE FOREST AND THE PONDS HOMEOWNERS ASSOCIATION)**

This MEMORANDUM OF AGREEMENT (the “**Memorandum**”) is made as of \_\_\_\_\_, 2017, by and between THE CITY OF LAKE FOREST, an Illinois municipal special charter home rule municipal corporation (the “**City**”), and THE PONDS HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation (the “**HOA**”) (the City and HOA are collectively referred to as the “**Parties**”).

**Section 1. Recital.**

a. The City and HOA have entered into a certain “Drainage Settlement Agreement” dated \_\_\_\_\_, 2017 (the “**Agreement**”) regarding responsibilities for drainage facilities within the Ponds Subdivision, which is legally described in Exhibit 1 attached hereto (the “**Property**”).

b. A condition of the Agreement is that this Memorandum be recorded against the Property.

**Section 2. Notice of Agreement.** This Memorandum is being recorded against the Property to notify all persons regarding the existence of the Agreement and the fact of its impact on the responsibilities relating to the drainage facilities within the Ponds Subdivision.

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be recorded in the Office of the Lake County Recorder.

***[Signature pages to follow.]***

**THE CITY OF LAKE FOREST,**  
an Illinois municipal corporation

By: \_\_\_\_\_  
Name: Robert R. Kiely, Jr., City Manager

STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF   LAKE    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that Robert R. Kiely, Jr., as City Manager of **THE CITY OF LAKE FOREST**, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth.

**GIVEN** under my hand and Notarial Seal this \_\_\_\_\_, 2017.

**SEAL**

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

My Commission expires:

**THE PONDS HOMEOWNERS ASSOCIATION,**  
an Illinois not-for-profit corporation

By: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF   LAKE    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that \_\_\_\_\_, as \_\_\_\_\_ of **THE PONDS HOMEOWNERS ASSOCIATION**, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth.

**GIVEN** under my hand and Notarial Seal this \_\_\_\_\_, 2017.

**SEAL**

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

My Commission expires:

## **EXHIBIT 1**

### **Legal Description of the Ponds Subdivision**

Robert W. Kendler's Ponds Subdivision of those parts of the west half of the southwest quarter of Section 4 and of the southeast quarter of Section 5, Township 43 North, Range 12, east of the Third Principal Meridian, according to the plat thereof, recorded July 5, 1978, as document 1928655, in Book 66 of Plats, Pages 18, 19, and 20, in Lake County, Illinois.

THE CITY OF LAKE FOREST

ORDINANCE NO. 2017-\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 39  
OF THE CITY CODE RELATING TO APPEALS  
FROM REAL ESTATE TRANSFER TAX

**WHEREAS**, The City of Lake Forest (the “**City**”) is a home rule, special charter municipal corporation; and

**WHEREAS**, the City has adopted a real estate transfer tax (the “**Transfer Tax Law**”), the terms of which are set forth in Chapter 39 of the City Code of Lake Forest (the “**City Code**”); and

**WHEREAS**, the Transfer Tax Law offers an opportunity for taxpayers to appeal determinations regarding and applications of the Transfer Tax Law; and

**WHEREAS**, the Mayor and City Council desire to be able to consider certain hardships in connection with appeals relating to the Transfer Tax Law; and

**WHEREAS**, the Mayor and City Council have determined that amending Transfer Tax Law appeals as hereinafter set forth will be in the best interests of the City and its residents;

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

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

**SECTION TWO:**     **Amendment to Section 39.166.**     Section 39.166, entitled “Appeals,” of Chapter 39, entitled “Taxation,” of the City Code is hereby amended in its entirety, so that said Section 39.164 shall hereafter be and read as follows:

**§ 39.166 APPEALS.**

Any person who shall be subject to the tax pursuant to this subchapter, or any applicant for exemption or refund under §§ 39.159 or 39.164, who disputes the

imposition of or amount of the tax imposed pursuant to this subchapter or a determination under §§ 39.159 or 39.164 may seek a review of such imposition or amount of the real estate transfer tax or the determination under either §§ 39.159 or 39.164 by filing with the City Manager, within 30 days after the notification of the transfer tax amount or the determination on a request for exemption or refund under §§ 39.159 or 39.164, respectively, a request for review. The request for review shall set forth in detail the basis for the dispute of the imposition, amount or determination relating to the transfer tax, an exemption therefrom or a refund. The City Manager shall thereafter consider the request for review determine whether the tax should be waived, reduced or refunded, and provide a written determination thereof; in connection with the City Manager's consideration of an appeal, the City Manager may require the person filing the appeal to provide an appraisal of the subject property, which appraisal shall be a certified MAI appraisal prepared not more than six months prior to the date of the appeal. If such person seeks further review of the imposition or amount of the transfer tax or determination of exemption or refund under §§ 39.159 or 39.164, respectively, such person shall file a request to appeal the determination of the City Manager with the City Clerk within 30 days after mailing of the determination by the City Manager; such appeal shall be considered by the Personnel, Compensation, and Administration Committee of the City Council based on the relevant facts available regarding the real estate transfer in question and the materials presented in connection with the request for exemption under § 39.159 or for refund under § 39.164, as well as materials presented in connection with the Manager's review provided under this section. The determination of the Personnel, Compensation, and Administration Committee shall be final. In connection with any review or appeal under this section, transfer stamps may be issued upon paying the real estate transfer tax, but any such tax payment shall not prevent a person from pursuing such review or appeal. .

**Notwithstanding the foregoing, an applicant for a refund under Section 39.164 may appeal to the Personnel, Compensation and Administration Committee for a variance from the requirements for refunds set forth in Section 39.164 upon a showing of hardship such as an act of god or medical necessity. Such hardship appeal shall be processed in accordance with the provisions of this section.**

**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 \_\_\_\_\_, 2017.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Mayor

ATTEST:

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City Clerk