

**THE CITY OF LAKE FOREST
CITY COUNCIL AGENDA
SPECIAL CITY COUNCIL MEETING**
Monday, December 18, 2017
City Hall Council Chambers

Honorable Mayor, Robert Lansing

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

Stanford Tack, Alderman Third Ward
Jack Reisenberg, Alderman Third Ward
Michelle Moreno, Alderman Fourth Ward
Raymond Buschmann, Alderman Fourth Ward

CALL TO ORDER AND ROLL CALL - Immediately following the Special Finance Committee Meeting that begins at 6:30pm

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

A. 2017-2018 Board & Commission Appointments/Reappointments

AUDIT COMMITTEE

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
William Smith	Appoint	1
Vince Sparrow	Appoint as Chair	

PARKS AND RECREATION BOARD

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Nancy Duffy	Appoint	2

ELAWA FARM COMMISSION

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Alex Hodges	Appoint	EFF REP

A copy of the Volunteer profile sheets can be found beginning on **page 16**.

COUNCIL ACTION: Approve the Mayor's Appointments

2. COMMENTS BY CITY MANAGER

- A. Consideration of approval of a Naming Rights Agreement in Relation to the Deerpath Golf Club

COUNCIL ACTION: Approval of the Agreement

- B. Annual Community Events Report and Online Community-Wide Calendar
- Octavius Hayes, Management Intern and Susan Banks, Communication Manager

The Staff report and background material can be found beginning on **page 18**

COUNCIL ACTION: No action required, informational only

3. COMMENTS BY COUNCIL MEMBERS

FINANCE COMMITTEE

1. Consideration of an Ordinance approving a Fee Schedule and Ordinance adopting new fees related to Development Activity (Second Reading and Final Approval)

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

PURPOSE AND ACTION REQUESTED: Staff requests final approval of the proposed Ordinances.

BACKGROUND/DISCUSSION: As part of the budget process, all departments are asked to review their user fees. A comprehensive fee schedule is provided as Exhibit A to the Ordinance approving a fee schedule, which clearly identifies the proposed fee increases highlighted in yellow and the proposed new fees highlighted in orange. Fees highlighted in green are not reflective of changes in existing fees; rather, they are clarifications due to a review of City Code and current practices.

Departments have provided supplemental memos justifying their proposed fee adjustments and new fees, which are included in the packet beginning on **page 45**. New fees require a separate Ordinance to be submitted by the department proposing the new fee and accompany the Ordinance approving the fee schedule. The following Ordinances are submitted for City Council consideration at this time:

- Ordinance approving a fee schedule (**page 21**)
- Ordinance adopting new fees related to development activity (**page 42**)

The fee revisions and proposed new fees were considered at the November 13, 2017 Finance Committee meeting. The proposed ordinances were granted first reading approval on November 20, 2017.

BUDGET/FISCAL IMPACT: Revenue for the new and increased fees is estimated to be \$5,260 in the General Fund, \$290,000 in the General Fund (transferred to public safety pension funds),

\$14,110 in the Parks and Recreation Fund, \$165,233 in the Water Utility Fund and \$24,564 in the Golf Course Fund.

COUNCIL ACTION: Grant final approval of the proposed ordinances.

2. Consideration of an Ordinance Establishing the 2017 Tax Levy (Second Reading and Final Approval)

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

PURPOSE AND ACTION REQUESTED: Staff requests final approval of an Ordinance establishing the 2017 tax levy.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Finance Committee	10/16/17	Discussion of options for 2017 levy
City Council	11/6/17	Determination of a preliminary non-binding estimate of 2017 levy.
Finance Committee	11/13/17	Detailed discussion of 2017 levy and alternatives to funding increases in public safety pension.
City Council	11/20/17	First Reading Granted

BACKGROUND/DISCUSSION: The annual tax levy must be filed with the County Clerk by the last Tuesday in December. The City has a significant reliance on property tax revenues, which represents more than 50% of the General Fund revenue.

During City Council workshops held in June and September of 2017, the City Council considered recommendations from its independent actuary related to the funding of police and fire pension costs. Recommendations related to the mortality, salary increase and payroll growth assumptions were approved and incorporated in to the actuarial valuations of both pension funds as of April 30, 2017. The result of these changes was an immediate increase in funding requirements in order to reduce the future annual increases the City has experienced over the past several years.

Spreadsheets reviewing the proposed tax levy for 2017 are attached (**page 56**) for your consideration. These include: 1) the tax levy limitations under the tax cap; 2) the tax levy distributed by fund without new growth and allowances distributed; 3) the tax levy by fund with new growth and allowances distributed; and 4) an explanation of the tax increase to an average homeowner.

The tax levy to be approved includes the needs of all City departments, as well as for pensions and debt service requirements. A summary of the proposed levy is as follows:

FUND	Proposed 2017 LEVY	2016 Extension	\$ CHANGE	% CHANGE
City General	\$ 14,367,553	\$ 13,913,628	\$ 453,925	3.26%
Pension Funds	5,316,023	4,775,101	540,922	11.33%
Fire Pension PA 93-0689	86,098	64,910	21,188	32.64%
Recreation	1,403,613	1,374,743	28,870	2.10%
Parks	3,124,170	3,059,912	64,258	2.10%
Recreation & Parks/Specific Purpose	125,000	125,000	0	0.00%
Special Recreation	465,040	440,054	24,986	5.68%
Capital Improvements	816,750	822,000	(5,250)	-0.64%
Library	3,669,016	3,570,809	98,207	2.75%
Library sites	403,026	394,737	8,289	2.10%
Bond Funds	1,521,588	1,429,804	91,784	6.42%
TOTAL TAX LEVY - CITY	\$ 31,297,877	\$ 29,970,698	\$ 1,327,179	4.43%
School District 67- ESTIMATED	\$ 32,747,809	31,822,090	\$ 925,719	2.91%
GRAND TOTAL	64,045,686	61,792,788	\$ 2,252,898	3.65%
Ordinance (exclude Bond Funds)	<u>\$62,524,098</u>			

School District #67 levy amounts are estimated and subject to final approval at the Board's December 11 meeting.

The City and Library levies combine to represent approximately 23% of the total property tax bill in Lake Forest. At the request of City Council, we are seeking data from overlapping taxing districts on their projected levy increases. Information obtained will be presented to the City Council on December 18.

BUDGET/FISCAL IMPACT: The proposed tax levy for 2017 reflects a 4.43% increase over the 2016 tax levy extensions for the City and Library operating funds and City pension and debt service funds. This increase is comprised of the 2.10% property tax cap increase on operating and IMRF pension levies; debt service bond levies as previously approved by City Council bond Ordinances, subject to abatement for debt paid by alternate revenue sources; increases attributable to new construction; and increases in police and fire pension costs as a long-term strategy to managing these State-mandated costs. **The average increase to existing residents (\$800,000 home) is projected to be \$123 or 3.76%.**

COUNCIL ACTION: Grant final approval of an Ordinance Establishing the 2017 Tax Levy (page 60).

3. Approval of Ordinances Abating 2017 Tax Levies for Various G.O. Alternate Revenue Bond Issues (Second Reading and Final Approval)

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

PURPOSE AND ACTION REQUESTED: Staff requests final approval of ordinances abating 2017 tax levies.

BACKGROUND/DISCUSSION: The proposed Ordinances provide for the abatement of 2017 taxes levied for the various outstanding general obligation ALTERNATE REVENUE bond issues. The tax levies for all bond issues are established and recorded with the County Clerk at the time the bonds are issued. Therefore, in order to reduce the bond tax levies, an abatement ordinance must be approved and filed with the County Clerk before the last Tuesday in December. The abatement of these general obligation ALTERNATE REVENUE bonds is possible due to the fact these bond funds have an adequate revenue source from water sales, golf fees, sales tax or payments from the U.S. Treasury. Therefore, the general obligation tax levy can be abated as was planned at the time the bonds were issued. The proposed Ordinances **(beginning on page 69)** are as follows:

- An Ordinance Abating a Portion of the Tax being Levied in 2017 for the Annual Payment of the Principal and Interest on the Taxable General Obligation Bonds, Series 2010-B Bond Issue
- An Ordinance Abating a Portion of the Tax being Levied in 2017 for the Annual Payment of the Principal and Interest on the Taxable General Obligation Bonds, Series 2010-C Bond Issue
- An Ordinance Abating the Total Tax being Levied in 2017 for the Annual Payment of the Principal and Interest on the 2011 General Obligation Series 2011-A Refunding Bond Issue
- An Ordinance Abating the Total Tax being Levied in 2017 for the Annual Payment of the Principal and Interest on the 2011 General Obligation Series 2011-B Refunding Bond Issue
- An Ordinance Abating a Portion of the Tax being Levied in 2017 for the Annual Payment of the Principal and Interest on the General Obligation Bonds, Series 2015 Bond Issue

BUDGET/FISCAL IMPACT: A summary of the proposed tax levy abatements is provided below:

2017 Debt Service Levy and Abatements

	Levy per County	TIF	Golf	Water	.5 NHRST	Int Rebate	Net Levy
2009	278,745.00						278,745.00
2010A	0.00						0.00
2010B	172,500.00					(72,385.31)	100,114.69
2010C	461,098.76					(76,870.68)	384,228.08
2011A	139,975.00			(139,975.00)			0.00
2011B	2,676,750.00		(92,967.50)	(2,062,927.50)	(520,855.00)		0.00
2013	533,762.50						533,762.50
2015	464,050.00	(239,312.50)					224,737.50
	4,726,881.26	(239,312.50)	(92,967.50)	(2,202,902.50)	(520,855.00)	(149,255.99)	1,521,587.77
1% L/C	4,774,150.07						

COUNCIL ACTION: Grant final approval of the Ordinances abating tax levies for various general obligation bond issues.

PUBLIC WORKS

1. Consideration of a Resolution Approving a Lake Forest Preservation Foundation Demonstration Project Agreement

PRESENTED BY: *Stanford Tack, Chairman Public Works Committee and
Mike Strong, Assistant to the City Manager (810-3680)*

PURPOSE AND ACTION REQUESTED: The Public Works Committee of the City Council is seeking approval of a Resolution approving an Agreement between the City of Lake Forest (the "**City**") and Lake Forest Preservation Foundation (the "**Foundation**") to enhance certain interior elements of the train station in the central business district.

BACKGROUND/DISCUSSION: The east train station located in the central business district, often viewed as the "fourth side" of Market Square, is a historic icon of the community that serves as a gateway and central transportation hub for hundreds of daily commuters and visitors to Lake Forest. Since 2012, the City has been working to restore and renovate the main depot buildings, parking lots, and interior structures with the aid of over \$2.8 million in grant and external agency (i.e. Metra) provided funding.

This past fall, the City completed the last stage of grant-funded improvements that included the relocation and expansion of the restroom facilities from their current location to a former tenant space along the south end of the main depot building. To date, participating agencies have invested over \$2.98 million in the renovation project.

While the City has been able to repair a majority of the stations structural deficiencies and functional limitations through this investment, there is no longer sufficient grant funding or City resources available to replace the floor tile throughout the waiting area and former restroom areas within the main depot building. The current estimated remaining capital budget of \$39,692 is far less than the estimated cost for architectural design, demolition of former restroom facilities, and tile floor replacement (collectively, the "**Pending Project**") which exceeds \$90,000. In an effort to complete this scope of work, the City has explored a public-private partnership with the Foundation to assist in raising additional funds necessary to complete the Pending Project.

While the Pending Project is the City's top priority, the Foundation has also expressed interest in enhancing other elements, including the installation of historically-accurate floor tile, and the repair of original wainscoting and plaster walls within the lobby area (collectively, the "**Demonstration Project**") to reflect the historic character of the station. In an effort to forward the Foundation's mission to preserve the historic visual character of Lake Forest, the City and Foundation are proposing to engage in a formal partnership to complete these improvements. To assist in funding the budget gap, the Foundation has already raised approximately \$100,000 to support these improvements.

To formalize this arrangement, an Agreement has been prepared that is similar to the public-private cost-sharing arrangements used for the restoration of Market Square in 2000, Elawa Farm in 2002 and 2007, and Forest Park in 2012. As proposed, the City will be responsible for its portion of the Pending Project and the Foundation will manage and fund the Demonstration Project elements. In all cases, and since the improvements will become public assets, City

staff will review and approve all applicable plans and specifications prior to the commencement of any work.

Copies of a Resolution and Agreement are included beginning on **page 74** that authorize and permit the phasing of the Pending Project and Demonstration Project subject to various terms and conditions.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	12/13/17	Reviewed and Approved

PROPOSED BUDGET/FISCAL IMPACT: Included below is a summary of the proposed scope of work and estimated costs by funding source based on the terms of the Agreement. A detailed cost summary and allocation will be brought to the City Council for future consideration.

SUMMARY OF PROPOSED SCOPE AND ESTIMATED COST ALLOCATION

Description of Work	Current Estimate	City of Lake Forest	Foundation
<i>Pending Project</i>			
Architectural Design (Plans)	\$5,000	\$5,000	
Corridor Opening (Old Bathrooms)	\$20,000	\$20,000	-
Lobby Flooring	\$65,350	\$7,850	\$57,500
<i>Demonstration Project</i>			
Wainscoting, Plaster/Wall Repair	\$35,000	-	\$35,000
Seating Restoration, Lighting Fixtures	\$7,500	-	\$7,500
Total	<u>\$132,850</u>	<u>\$32,850</u>	<u>\$100,000</u>

Below is an estimated summary of the Proposed Project budget:

FY2018 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund	\$39,692	\$32,850	Y

COUNCIL ACTION: If determined to be appropriate by the City Council, approve the Resolution authorizing the City Manager and City Clerk to execute the Lake Forest Preservation Foundation Demonstration Project Agreement.

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

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. Approval of the December 4, 2017 City Council Meeting Minutes

A copy of the minutes can be found on **page 86**.

COUNCIL ACTION: Approval of the Minutes

2. Check Register For Period October 28 - December 1, 2017

Fund	Invoice	Payroll	Total
General	619,081	1,782,285	2,401,366
Water & Sewer	99,493	205,831	305,323
Parks & Recreation	201,572	485,539	687,111
Capital Improvements	1,594,771	0	1,594,771
Motor Fuel Tax	229,635	0	229,635
Cemetery	27,572	34,755	62,327
Senior Resources	20,828	30,211	51,039
Deerpath Golf Course	216,301	3,102	219,403
Fleet	102,491	67,874	170,365
Debt Funds	500	0	500
Housing Trust	0	0	0
Park & Public Land	4,651	0	4,651
All other Funds	397,507	229,301	626,808
	\$3,514,402	\$2,838,897	\$6,353,299

3. Approval of a Software License and Services Agreement with Bellefeuil, Szur and Associates, Inc. (BS&A) for an Enterprise Resource Planning (ERP) System

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

PURPOSE AND ACTION REQUESTED: Staff requests approval of a contract with BS&A for an ERP system to replace the City's current financial and land parcel management software.

BACKGROUND/DISCUSSION: The City has used its current financial and land parcel management software since 1998. Replacement of the current system has been included in the City's Five Year Capital Improvement Program and in March 2015, the City Council approved General Fund reserves to be set aside in the amount of \$1.2 million for the project.

The City's current system (Sungard/HTE – recently acquired by Superion) includes all financial system applications (general ledger, accounts payable, accounts receivable, utility billing, payroll, purchasing, etc.) as well as land parcel management software (building permits, code enforcement, etc.).

In 2016, the City was notified that the City's vendor for Electronic Data Management System (EDMS) would sunset the current system in December 2018. The City Council approved a contract with Plante Moran for an EDMS Options Analysis, Needs Assessment and Gap Analysis. In January 2017, Plante Moran issued their final report recommending that the City retire its current EDMS solution and incorporate EDMS within a Financial System Replacement.

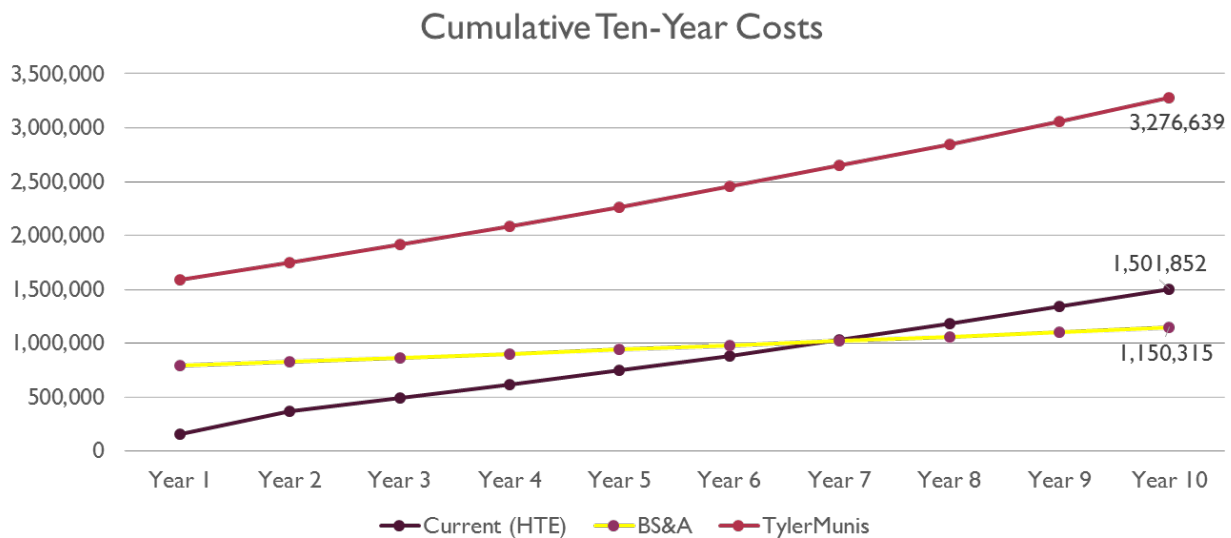
Based on the Plante Moran report, the City issued a Request for Proposals (RFP) for consulting services to conduct an ERP needs assessment, and if appropriate, assist in the development of an ERP RFP, selection of a preferred vendor and contract negotiations. A contract with

Baker Tilly was approved by the City Council, whose final report was issued November 2, 2017 and is attached (**page 93**) providing a summary of the process used to select a new system.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Finance Committee	11/13/17	Presentation regarding Financial System Replacement recommendation.

BUDGET/FISCAL IMPACT: The City has reviewed projected ten year costs of the two responding vendors (BS&A and TylerMunis), as well as projected costs of the current system. Ten year costs depicted below include the ERP vendor costs, an estimate for full EDMS functionality and projected purchases of hardware and other peripheral devices. The hardware purchases and EDMS costs will be reviewed and recommendations will be submitted for City Council approval at a later date. The ten year costs are as follows:



The total ten year costs for BS&A of \$1,150,315 is the lowest of the three options and consist of the following components:

Vendor	Description	Amount
BS&A	Software licenses	\$157,350
	Software Implementation & Services	299,375
	Total Initial Contract	456,725
BS&A	Add 10% Contingency	45,670
To be determined	Estimated hardware costs (+contingency)	157,608
To be determined	EDMS (+contingency)	132,000
	Total One-Year Project Cost	\$792,003
BS&A	Estimated Maintenance – 10 years	358,312
	TOTAL Estimated Ten Year Cost	\$1,150,315

Below is an estimated summary of Project budget:

FY2018 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Improvements Fund (General Fund Transfer)	\$0	\$211,165	N
FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Improvements Fund (General Fund Transfer)	\$245,560	\$245,560	Y
Capital Improvements Fund (General Fund Transfer)	45,670	45,670	Y

The City has set aside \$1.2 million in General Fund reserves for this project. Funds will be transferred from the General Fund to the Capital Improvements Fund. Annual maintenance costs will be budgeted in the operating budget.

COUNCIL ACTION: Approval of a Software License and Services Agreement with Bellefeuil, Szur and Associates, Inc. (BS&A) for an Enterprise Resource Planning (ERP) System. A copy of the draft agreement is attached (page 99).

4. Consideration of Ordinances Approving Recommendations from the Building Review Board. (First Reading and if Desired by the City Council, Final Approval)

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

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

1540 N. Sheridan Road - The Building Review Board recommended approval of demolition of the existing residence and approval of the design a new residence with an attached garage and conceptual landscape plan. Testimony was offered by a neighboring property owner regarding drainage. The Board noted that no regrading is proposed near the neighboring property but asked that the City Engineer consider the neighbor's comments during review of the drainage and grading plan for the site. (Building Review Board vote: 5-0, approved)

574 Fletcher Circle - The Building Review Board recommended approval of additions and alterations to the existing residence. The project includes the addition of second floor space over the center of the home and two small, one-story additions at the rear of the home. Testimony was presented in support of the petition. This petition was also heard by the Zoning Board of Appeals' and the recommendation in support of a zoning variance is detailed in the following agenda item. (Board vote: 5-0, approved)

The Ordinances approving the petitions as recommended by the Building Review Board, with key exhibits attached, are included in the Council packet beginning on **page 139**. The Ordinances, complete with all exhibits, are available for review in the Community Development Department.

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

5. 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.

574 Fletcher Circle – The Zoning Board of Appeals recommended approval of a variance from the side yard setbacks to allow construction of additions and alterations. This petition was also considered and recommended for approval by the Building Review Board as detailed in the previous agenda item. (Please refer to the previous agenda item for background materials.) No public testimony was presented on this petition. (Board vote: 7 - 0, approved)

The Ordinance approving the petition as recommended by the Zoning Board of Appeals, with key exhibits attached, is included in the Council packet beginning on **page 160**. The Ordinance 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.

6. Consideration to Authorize the Finance and Public Works Committee Chairmen to Approve Expenditures \$20,000 or Higher for the PSB Renovation Project and Approval of the Construction Management Services Agreement

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

PURPOSE AND ACTION REQUESTED: Staff is requesting City Council approval to authorize both the Finance and Public Works Committee Chairmen to approve expenditures \$20,000 or higher for the Public Safety Building (PSB) Renovation project. In addition, staff is requesting City Council approve the agreement for construction management services to FGM Architect's.

BACKGROUND/DISCUSSION: In 2015, after dispatching services relocated to Glenview, staff began pre-planning the rehabilitation of the first floor lobby and records areas of the Public Safety Building. Staff intends to correct ADA issues in the publically accessible first floor bathroom, the lobby records window, add ballistic protection to the walls separating records and the lobby, and reclaim the former dispatch center as usable office space by combining it with the records workspace. In addition, ADA improvements to the lobby are required due to a complaint filed in 2012 to the Office of the Attorney General.

In April, 2017 City Council approved an agreement with FGM Architects for architectural design services to bring the lobby into compliance and repurpose the records workspace. FGM's services included designing the project to be accomplished in phases and provide probable cost estimating for each construction phase. Completion of the design showed higher than expected cost estimates to complete construction, plus it highlighted the

difficulty of how to go about dividing the project into workable phases that maintain public access and provide records staff an efficient workspace between phases. Between construction phase's, temporary partitions would be required to section off the uncompleted areas until funding was allocated to complete the work. This would be confusing for the public entering the building, inefficient for records staff, unsightly, and the additional funding needed to construct the partitions would take away funding that could otherwise be used to complete the project.

In considering these project challenges, staff proposes to have the Building Maintenance Section manage the project using in-house staff and hiring subcontractors when needed (e.g. fire systems, plumbing, ballistic window, etc.). The in-house approach will enable the entire project to be completed via one phase, saving time, money and aggravation from not having a multi-year completion date.

Over the years, for multiple C.I.P. building projects, Building Maintenance staff has taken on the role of general contractor, utilizing a combination of in-house talent and hiring contractors as needed. Examples of projects include remodeling the golf course proshop, dining room, and locker rooms. Staffed worked closely with an architect to develop a design to update the facilities functionality and appearance, and used mostly in-house skilled maintenance workers from Public Works to complete the project.

Another current example is the demolition and remodeling of the old restroom area in the East Side Train Station. Building Maintenance staff is working on both items in order to minimize expenditures to both the City and the Lake Forest Foundation for Historic Preservation. If acceptable, staff proposes to begin the project in mid-January with an April 30, 2018 completion date.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Meeting	12/13/17	Reviewed and Approved Chairmen Expenditure Approval Concept, FGM Agreement, and 10% Contingency
Finance Committee Chairman	12/12/17	Concept Reviewed and Approved with Finance Committee Chairman
City Council Meeting	4/17/17	City Council Approved Design Services Agreement
Finance Committee Meeting	11/14/16	Approval of PSB Lobby Reconstruction in FY2018 Using Laurel Impact Fee

BUDGET/FISCAL IMPACT: The FGM cost estimate for a traditional general contractor to manage the entire renovation is \$439,745, which is \$186,692 over the budgeted amount of \$253,053. To make up the difference in cost, staff worked with FGM to carefully review the line items to determine which can be completed using in-house staff or which should be done contractually. Additional cost savings will be achieved by not having to account for the general contractor's profit, bonding, and insurance fees. Utilizing in-house staff to perform most of the work and savings from not paying a contractor's general conditions, brought the cost to complete the entire project within budget. A majority of the individual expenditures for supplies, materials, and contractual services are expected to be less than \$20,000 and can therefore be secured using the City's purchasing procedures with authorization by the

City Manager. Granting authorization for both the Public Works and Finance Committee Chairmen to review and approve expenditures exceeding \$20,000, enables the Public Works Building Maintenance staff to operate as a general contractor, work at a faster, more efficient pace to procure materials and supplies, and hire sub-contractors to supplement the in-house work force.

In addition, the Public Works Committee and staff are requesting approval of an agreement with FGM Architects for project management consulting services in the amount of \$32,000, and approval of a 10% or \$25,305 contingency for any unforeseen construction or project engineering services. An important component to completing this project utilizing in-house services is to have a qualified project management consultant to provide technical support and assist with bid and construction specifications. FGM has completed more than 130 police station projects, ranging from new construction to remodeling existing facilities. FGM has also recently repurposed several vacated dispatch centers, similar to the one at PSB.

Project funding of \$228,053 was earmarked through remaining impact fees received from the Laurel Avenue project and budgeted in the FY2018 C.I.P. The remaining \$25,000 is from the Special Recreation Fund in the C.I.P. Funding which can be used for ADA compliance improvements at all City Facilities.

FY2018 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Improvement Program	\$228,053	\$228,053	Y
Special Recreation Fund	\$25,000	\$25,000	Y

COUNCIL ACTION: Based upon the recommendation of the Public Works Committee, staff is requesting approval of the following items:

1. Authorize the Public Works and Finance Committee Chairmen to execute individual project expenditures \$20,000 or more.
2. Approve entering into a professional services contract with FGM Architects, Inc. to provide construction management assistance in the amount of \$32,000.
3. Approve a 10% project contingency to cover any unforeseen construction related issues or FGM Architects for consulting services related to this project in the amount of \$25,305.

COUNCIL ACTION: Approval of the six (6) Omnibus items as presented

6. ORDINANCES

1. **Consideration of an Ordinance Amending Chapter 95.177, Chapter 112.006, and Chapter 135.135 to add electronic smoking devices to local ordinances governing tobacco products**

PRESENTED BY: *Karl Walldorf, Chief of Police, 847-810-3803*

PURPOSE AND ACTION: These amendments to all three local ordinances governing smoking would add electronic smoking devices to the definitions of tobacco products and smoking in

each and prohibit minors from possessing electronic smoking devices in the same manner they are currently prohibited from possessing cigarettes and other tobacco products.

BACKGROUND/DISCUSSION: The City of Lake Forest currently has three local ordinances governing the possession, sale, and use of tobacco products. Chapter 95 ("Health and Sanitation") currently governs smoking in public places. Chapter 112 ("Amusements") governs smoking at public entertainment venues, and Chapter 135 ("Offenses Affecting Public Health and Safety") prohibits the sale to and possession of tobacco products by minors. However, when all three ordinances were passed, the wide variety of electronic smoking products now on the market were unavailable and not included in any of the three ordinances.

In the intervening years since these ordinances were passed, police have occasionally faced challenges in implementing these statutes based their omission of the current generation of electronic smoking devices. In particular, repeated cases of electronic smoking devices containing THC being recovered from students at local schools prompted school officials to work with police department School Resource Officers to devise amendments that would close these loopholes.

The proposed ordinance amendments, a letter of support from Superintendent Michael Simeck, and a report from the police department are included on **page 166**.

BUDGET/FISCAL IMPACT: None

COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading and grant final approval of an ordinance amending Chapter 95, Chapter 112, and Chapter 135 to add electronic smoking devices to these ordinances.

7. NEW BUSINESS

8. ADDITIONAL ITEMS FOR COUNCIL DISCUSSION

9. ADJOURNMENT

Office of the City Manager

December 13, 2017

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.



Contact Info

First Name: **William**
 Last Name: **Smith**
 E-mail: **smithwmp@gmail.com**
 Title: **Capital Partner**
 Organization:
 Address: **747 East Deerpath**
 Address Line 2:
 City: **Lake Forest**
 State: **Illinois**
 Zip: **60045**
 Mobile Phone:
 Home Phone: **(847) 234-8006**
 Notes:

Resident Data/Stats

Ward: **Ward 1**
 Precinct:
 US Citizen: **Yes**
 Registered Voter: **Yes**
 Lake Forest Resident since(YYYY): **1995**
 Business Name:
 Type of Business:
 Business Phone: **(312) 984-7588**
 Position:
 Date of Birth (Optional):
 Education: **Cornell University B. A. English, 1974**
University of Cincinnati J. D., 1977
 Spouse's Name: **Kiki K. Smith**
 Children's Birth Years: **1984, 1988, 1990, 1993**

Interest in Community Positions

Caucus Committee: **Consider Me For this Position In the Future**
 Audit Committee: **Consider Me For this Position In the Future**
 Board of Fire & Police Commissioners: **Select Level of Interest**
 Building Review Board (BRB): **Consider Me For this Position In the Future**
 Historic Preservation Commission: **Consider Me For this Position In the Future**
 Planning Commission Labels: **Consider Me For this Position In the Future**
 Zoning Board of Appeals (ZBA): **Consider Me For this Position In the Future**
 Other Positions:

Other Considerations

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

Currently am embroiled in the Puerto Rico debt mediation, which is expected to occupy a considerable amount of midweek travel Fall 2017 and Winter and Spring 2018.

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

Board, United Way of Lake Forest/Lake Bluff 1998 - 2003

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

While not necessarily relevant to Lake Forest, I have an extensive background in the issues involved in restructuring and workout of distressed cities (Chicago, Chicago Public Schools, Detroit, Jefferson County, Puerto Rico), as well as municipal finance generally and troubled hospital finance.

References (Optional):

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

After forty years of serving clients, it is time to give back a bit.

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

Contact Info

First Name: **Nancy**
 Last Name: **Duffy**
 E-mail: **nduffyhaus@aol.com**
 Title: **Community Volunteer**
 Organization:
 Address: **370 Glenwood Road**
 Address Line 2:
 City: **Lake Forest**
 State: **IL**
 Zip: **60045**
 Mobile Phone: **(773) 259-8611**
 Home Phone:
 Notes: **ward 2 2012-2013**
ward 2 2013-2014
ward 2 2014-2015
terming off 2016
replaced Marra Lochiatto as Fundraising Chair,
2015,2016

Resident Data/Stats

Ward: **Ward 2**
 Precinct:
 US Citizen: **Yes**
 Registered Voter: **Yes**
 Lake Forest Resident since(YYYY): **2001**
 Business Name: **homemaker**
 Type of Business:
 Business Phone:
 Position:
 Date of Birth (Optional):
 Education: **Indiana University, Bloomington, IN.**
Majored in business.
 Spouse's Name: **Michael W. Duffy (Mike)**
 Children's Birth Years: **1997 (2)**

Interest in Community Positions

Caucus Committee: **I Have Held This Office In The Past**
 Building Review Board (BRB): **Consider Me For this Position In the Future**
 Gorton Community Center Board of Directors: **Consider Me For this Position In the Future**
 Historic Preservation Commission: **Consider Me For this Position In the Future**
 Park & Recreation Board: **Consider Me For this Position In the Future**
 Planning Commission Labels: **Consider Me For this Position In the Future**
 Zoning Board of Appeals (ZBA): **Consider Me For this Position In the Future**
 Other Positions: **During my professional career, I worked in sales and marketing.**

Other Considerations

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

I periodically travel out of town for recreation.

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

Community: Lake Forest Caucus, Fundraising Chair, 2016, 2015; LF Caucus Ward 2 member, 2014,2013;
Mustard Seed: volunteer twice weekly, solicit weekly volunteers through SignUp Genuis. 2017.
Lake Forest High School: Applause Music Booster Treasurer, 2012-2014; Applause Spaghetti Dinner Raffle Chair, 2011, 2012; Lake Forest High School APT, Talent Show: Program Director, 2012, 2013, 2014; Talent Show Response, Kudos and T-shirts, 2011; Lake Forest High School Boosters: Volleyball team mom, 2011,2012, 2014; Soccer team photographer/keepsakes, 2012,2011,2012, Soccer team mom 2014; Volleyball photographer/keepsakes, 2012, 2011, 2013, 2014.
Lake Forest Club, Board of Directors, Membership: (3 years) 2007-2009.
Deerpath Middle School: Spirit of 67 Foundations Board, 4 years, 2006-2010, Corporate Sponsorship (1 year), Co-Chaired Golf Fall Fundraiser (2 years), APT Liaison (1 year); DPM APT, 2009-2010, Room Parent, (4 years) 2006-2010.
Cherokee Elementary School: School Council, (2 years) 2004-2006, Cherokee APT, Parent Resources (2 years) 2002-2004, Room Parent, 2003-2004, 2005-2006.
Lake Forest Dance Academy (LFDA): Commission Board, (5 years) 2007-2012, LFDA Company Parent Board Co-Founder, 2008-2009, LFDA Company Parent Board Financial Manager, 2008-2012, LFDA Company Parent Board Costume/Inventory Manager, 2008-2012.
Girl Scouts: Troop Leader (4 years) 2006-2010, Community Manager 2007-2008.
First Presbyterian Church: volunteer Sunday School Teacher: period teaching 2005-2007

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

During my professional career, I worked in sales and marketing. I also studied interior design and worked for a commercial interior design firm early in my career.

References (Optional):

Peg Determan, Diana Moore, Eileen Looby, Rich Chun, Cathy Waldeck

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

I like to give back and meet the interesting residents of our city.

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

THE CITY OF LAKE FOREST

MEMORANDUM

TO: Robert Kiely, City Manager, and Susan Banks, Communications Manager

FROM: Octavius Hayes, Management Intern

DATE: December 4, 2017

SUBJECT: Community Events & Online “Community-Wide” Calendar

PURPOSE

The purposes of this report are to review and define the types of community events that take place within the City; identify internal and external challenges they present; and briefly outline an opportunity to address them through the development of an online “town square” repository (i.e. City-wide Community Calendar).

BACKGROUND

The City of Lake Forest recognizes the connection community events have on the overall vitality of the community. More importantly, community events seek to celebrate several key attributes that contribute to the character of Lake Forest; such as, natural open spaces, lakefront, and assets; diverse recreation and educational opportunities, cultural arts, and historic value. Therefore, the vibrancy and vitality of the City is largely due to the community organizations within Lake Forest who seek to build a stronger sense of awareness and community through events.

At the request of the City Council, City Staff has launched a discovery campaign to learn more about the number and types of events that are held in the City of Lake Forest, during the months of June, July, August, and September (“Peak Season”). During this past peak season, over 165 community events took place, which is just short of 2 events per day. In addition to over 140 special events applied for in the year of 2017, which is just shy of 3 times the amount applied for a decade ago.

Community Events held during the 2017 Peak Season

Event Sponsors	June	July	August	September	Total Events
City Sponsored Events ¹	24	22	19	15	80
Community- Based Events ²	14	12	9	17	52
City Special Event ³	4	3	6	20	33
Total Community Events	42	37	34	52	165

¹**City Sponsored Events** are events that are open to the public and conducted or sponsored by the City as evidenced by inclusion in the City budget or by adoption of a resolution or other express approval of the Corporate Authorities, including, but not limited to: Lake Forest Day, Tree Lighting Ceremony, Festival and Fireworks, Santa In Market Square, Open Air Market, and Concerts in the Square.

²**Community-Based Events** are activities held through a partnership, association, organization, or corporation that is conducting a planned gathering on public/private property consisting of 50 or more people, and that are accessible to the general public, including, but not limited to: Deerpath Art League’s Annual Fine Art Show, Elawa Farm Foundation’s Annual Celebration, Friends of Lake Forest Park and Recreation’s Annual Golf Classic, Center Stage’s Summer Show “Brigadoon,” and Gorton Community Center’s Safety Camp.

³**City Special Events** are community-based events (such as, but not limited to, a Parade, public assembly, race, walk-a-thon, exhibit, show, or similar activity) that involves a congregation or gathering of persons held outdoors and, in whole or in part, located upon any public property in the City and/or that require the provisions of Special City Services. Examples of these events include, but are not limited to: Pre-planned Parades/Marches/Demonstrations, Weddings, Ceremonies, etc.

CHALLENGES TO MANAGING COMMUNITY EVENTS

With over 160 community events taking place in the City of Lake Forest during the “peak season” and over 140 special events applied for in 2017 (an increase from 123 special events applied for in 2014), there are plenty of things to do within the community for various residential and non-residential audiences. Unfortunately, with scores of community organizations, 20 schools and churches, and various events held by the City of Lake Forest, it can become a bit challenging for these community organizations and the City to secure necessary resources, consult and plan for events as well as manage communication and coordination among one another.

The challenge for the City is: 1) determining to what degree resources should be allocated to a community event, and 2) the best way to execute an appropriate level of event security, which is much more difficult when there is a high frequency of events taking place in the City during the same month, week, and/or same day. In order to properly support community events in Lake Forest; special services, resources and on-going consultation is required from City departments, such as Public Safety (Fire & Police), Streets & Sanitation, Building Maintenance, and Parks/Recreation. For example, resources from Parks and Recreation are typically involved in community events that take place on park facilities including the rental of recreation equipment, while Streets & Sanitation provide services such as barricades, parking cones, and signage, which make it possible for Police and Fire to carry out their respective roles. As mentioned earlier, Public Safety provides services; such as safety, fire, food and vendor inspections, but from start to finish, Public Safety staff also provide ongoing consultation to event planners, contractors, and staff. Unfortunately, it is difficult to balance city resources for special events and other core services because there is a limit to the amount of resources at the City’s disposal.

The challenge for the community relates to planning, communication and coordination. For community organizations, there seems to be a lack of communication among one another and the City, which leads to inefficiencies in the coordination process and a “competing” and/or “overbooking” effect within the community. On average, approximately two events take place per day, which increases the likelihood that conflict may occur. This ultimately results in lost time, resources and a sense of frustration among all involved parties. Therefore, a stronger system of communication is required so that these organizations can plan and coordinate more effectively, avoid overbooking and enhance awareness within the community.

In order to address the growing number of special events that take place within the City of Lake Forest, the City adopted the Administrative Directive 1-17 (“Special Events Policy”) in 2001 to improve the procedure for approving special events within the City on an annual basis. Most recently, the Special Events Policy was amended in 2016, with the intent of ensuring an equitable and consistent review process, procedures for the administration of special events, established conditions for fees and resource allocation, and setting an annual cap on City-permit issued special events. Additionally, the City amended the fee schedule to recover expenses for City special services.

STAFF RECOMMENDATION

Moving forward, the City should consider ways to maximize utility from existing media publication and broadcasting outlets; such as, the City’s quarterly newsletter, Lake Forest Television & Video Production, and other forms of Social & Digital Media to increase public awareness about events within the community. In addition, continue to investigate the challenges mentioned above and identify potential opportunities that could help provide relief to both the internal staff and various community agencies.

One approach identified by staff was the implementation of an online “town square” repository (an online central location in which event information can be stored, managed and accessed by the public; i.e. a Community-Wide Events Calendar) that would allow the City to enhance public awareness of events within the community. After further investigation into the capabilities of the City website in comparison to the alternative online calendar products available in the market, staff concluded that the existing website content management system possessed the capability and functionality to manage this type of service. In addition, the current system will provide a calendar feature that most users are familiar as well as, access to a more community-wide calendar feature on the City website.

A second approach identified by staff was the consideration of a free-standing kiosk “town square” repository, which could be accessible at City facilities and made available for partner organizations and businesses. This option would be very similar to the online “town square” repository into which event information can be stored, managed and accessed by the public through the online community-wide calendar feature. The difference is that the kiosk wouldn’t display the entire City website, but rather a Community-Wide Events Calendar. The second option would accommodate residents and community event patrons who may not use the internet. A kiosk town square repository would also encourage patrons to peruse the community’s event inventory on their way in and out of City Hall, Dickinson Hall, Recreation & Fitness Center and other City facilities.

In coming to these considerations staff focused on the cost of investment, implementation, and maintenance of both options in comparison to the overall public benefit. As a result, staff came to the conclusion, the online Community-Wide Calendar product would yield the greatest public benefit with very little cost the City.

THE CITY OF LAKE FOREST

ORDINANCE NO. 2017-_____

**AN ORDINANCE APPROVING A
FEE SCHEDULE FOR THE CITY OF LAKE FOREST**

WHEREAS, The City has established various fees and charges as part of its codes, ordinances, rules, regulations, and policies, which fees and charges are reviewed from time-to-time; and

WHEREAS, the City Council has reviewed such fees and charges, and hereby determines that it is necessary to adjust certain existing fees and charges, and/or to establish formally other fees and charges; and

WHEREAS, the City Council has determined that it is in the best interests of the City and its residents to adopt 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: Approval of Fee Schedule. The City Council hereby approves the fee schedule set forth in Exhibit A ("***Fee Schedule***"). To the extent any provision of any code, ordinance, regulation, rule, or policy of the City is

contrary to the Fee Schedule, such provision is hereby deemed amended so that the Fee Schedule shall control. Any fee or charge not otherwise listed on the Fee Schedule shall remain unchanged and in full force and effect.

SECTION THREE: **Effective Date of Fee Schedule.** The fees and charges set forth on the Fee Schedule shall take effect as of the date noted on the Fee Schedule.

SECTION FOUR: **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

Schedule of Fees and Charges

Exhibit A

				PROPOSED		
				FEE	FY2019	Amount \$\$
				(n/c if	%	Projected
				blank)	CHANGE	Revenue
	City Code Section	Fund	FY2018			
1. Public Works						
Water Utility Fees/Charges						
Turn Off Water Fee	51.064	Water	75			
Turn Off Water Fee After Hours	51.064	Water	100			
Turn On Water Fee	51.064	Water	75			
Turn On Water Fee After Hours	51.064	Water	100			
Water Main Taps:		Water				
1 Inch	51.030(b)	Water	500			
1-1/2 Inch	51.030(b)	Water	1,000			
2 Inch	51.030(b)	Water	1,300			
3,4,6 and 8 inch taps	51.030(b)	Water	900			
Water Meter Fees:		Water				
3/4 Inch	51.045(e)	Water	470			
1 Inch	51.045(e)	Water	540			
1-1/2 Inch	51.045(e)	Water	910			
2 Inch	51.045(e)	Water	1,165			
3 inch	51.045(e)	Water	2,615			
4 inch	51.045(e)	Water	3,950			
6 inch	51.045(e)	Water	6,840			
Plant Investment Fee - SF	52.15	Water	2,900			
Multi-Family Dwelling - new structure	52.15	Water	2,652			
Residential pools, sprinkler systems	52.15	Water	459			
Nonresidential buildings - new structures and additions	52.15	Water	1.02/sq ft of entire interior area of the building			
Institutional buildings - new structure and additions	52.15	Water	.94/sq ft of entire interior area of the building			
only if eligible for fed and state tax exempt status		Water				
General Fees						
Sticker for Leaf/Grass Bags	50.016	General	1.00 per sticker			
Sanitation						
Special Pickup	50.039 (c)	General	\$ 40 per cubic yard			
White Goods	50.015	General	65			
White Goods W/CFC	50.015	General	90			
Monthly refuse collection fee	50.021	General	8.00 Per month			
Licenses						
Scavengers - collects and disposes of multi-family and commercial waste	50.055		1,500 per company			
Scavengers - collects and disposes of residential and commercial roll -offs	50.055		750 per company			

				PROPOSED		
				FY2019		
				FEE	Amount \$	
				(n/c if	%	Projected
				blank)	CHANGE	Revenue
	City Code Section	Fund	FY2018			
Scavengers - collection and cleaning of portable toilets	50.055		200 per company			
2. Community Development						
Water Utility Fees/Charges						
Water Service Inspection Fee	N/A	Water	50			
Home Inspection Fee	51.065	Water	150			
Home Inspection Fee - Re-Inspection	51.065	Water	50			
Home Inspection Waiver	51.065	Water	25			
General Fees						
Zoning Analysis	159.052	General	100			
Building & Development Fees:						
Service Contracts:						
Lake Bluff	N/A	General	Per Agreement			
Bannockburn	N/A	General	\$5,000 min.			
	N/A		& 50% over that			
Plan Review :						
Remodeling up to \$12,000	150.145	General	55			
\$12,001 to \$48,000 Remodeling	150.145	General	82			
\$48,001 - \$120,000 Remodeling	150.145	General	138			
over \$120,000 Remodeling	150.145	General	230			
Additional fee for plan reviews that require more than 2 hours	150.145	General	\$55 per additional hour			
New Construction - SFD	150.145	General	400			
New Construction - 2FD	150.145	General	230/unit			
New Const. - Com. & Multi. Fam.	150.145		\$572+\$50/			
3 or more units	150.145		1,000 Sq. Ft.			
Plan Re-Submittal Fee	150.145	General	\$ 140 per re-submittal			
Alterations to Approved Plans	150.145	General	\$ 140 + \$55 per hour fee			
			for reviews			
			requiring more than 2 hours			
Building Scale Calculation Fees						
Single Family residence - first review	N/A	General	400			
with completed Building Scale worksheet/detailed plans	N/A	General	200			
Two-family dwelling	N/A	General	\$ 189 per unit			
with completed Building Scale worksheet/detailed plans	N/A	General	120			
Additional reviews (for revised plans)	N/A	General	102			
On-site inspection for an existing dwelling	N/A	General	102			
Office meeting to discuss for building scale calculation	N/A	General	50			

				PROPOSED		
				FY2019		
				FEE	%	Amount \$\$
				(n/c if blank)	CHANGE	Projected Revenue
	City Code Section	Fund	FY2018			
Building Scale Waiver Request	N/A	General	100			
Building Review Board Fees						
Signs/Awnings/Landscaping/ Lighting/Fences	N/A	General	75			
Two or more of above	N/A	General	125			
Storefront Alterations	N/A	General	100			
New Commercial building, school, hospital or multi-family building per building	N/A	General	700			
Alterations or major additions to commerical buildings, schools, hospitals or multi-family buildings - per building	N/A	General	323			
New multi-building projects - per building	N/A	General	850 + 175 for more than 4 buildings (per building)			
Satellite Dish	N/A	General	100			
Changes to approved building materials	N/A	General	60			
Demolition with replacement structure	N/A	General	2,230			
Demolition partial and replacement addition	N/A	General	1,310			
Demolition w/o Replacement Struture	N/A	General	1,310			
New Residence on Vacant Property (building scale fee also)	155.07	General	1,050			
Additions & Alterations to Existing Residence (building scale fee also)	155.07	General	500			
Replacement/new single family home/duplex structure	N/A	General	1,310			
Variance from Building Scale Ordinance	N/A	General	367			
Revisions to Approved Plans	N/A	General	225			
Historic Preservation Commission Fees						
Demolition (complete) and replacement structure	155.07	General	2,450			
Demolition (partial) and replacement structure Removal of less than 50%	155.07	General	1,529			
Demolition partial and replacement addition	N/A	General	1,310			
Demolition w/o Replacement Struture	N/A	General	1,310			
New Residence on Vacant Property (building scale fee also)	155.07	General	1,050			
Additions & Alterations to Existing Residence (building scale fee also)	155.07	General	500			
Revisions to Approved Plans	155.07	General	225			
Variance from Building Scale Ordinance	155.07	General	367			
Rescission of local landmark designation, amendment of local landmark designation or historic map amendment	155.07	General	2,500			
Signs/Awnings/Landscaping/ Lighting/Fences	N/A	General	75			
Two or more of above	N/A	General	125			
Storefront Alterations	N/A	General	100			
New Commercial building, school, hospital or multi-family building per building	N/A	General	700			
Alterations or major additions to commerical buildings, schools,	N/A	General	323			

				PROPOSED		
				FEE	FY2019	Amount \$\$
				(n/c if	%	Projected
	City Code Section	Fund	FY2018	blank)	CHANGE	Revenue
hospitals or multi-family buildings - per building						
New multi-building projects - per building	N/A	General	850 + 175 for more than 4 buildings (per building)			
Project Fees						
Red Tag , per violation, per day	150.005	General	300			
Stop Work Order	150.005	General	750			
Street Obstruction - first 30 lineal fee of public right-of-way	150.005	General	30	100	*Variable	200
Street Obstruction - for each 20 lineal feet or fraction thereof in excess of 30 feet - Eliminate and combine with above fee	150.005	General	10	Eliminate		
Re-Inspection all permits (failed/no show)	150.005	General	175			
Additional Inspections	150.005	General	50			
Off Hour Inspections	150.005	General	\$50 administration fee plus per hour cost of inspector			
Const. Codes Comm. Fees:						
Variances from Construction Code	150.110	General	250			
Administrative Appeals	150.110	General	150			
Material/Product Evaluation	150.110	General	350.00			
Demolition Tax	150.110	Cap Imp/	12,000			
		Afford Hsing				
Zoning Board of Appeals						
Variations from Zoning Code	159.02	General	287			
Administrative Appeals	159.02	General	150			
Special Use Permit - Existing Developments	159.02	General	655	755	15.27%	200
Legal Ad Publication (as required)	159.02	General	65			
Plan Commission						
Minor Subdivisions-Tentative Approval 2,3 or 4 lots payable at time of application	156.026(a)(3)	General	2,184			
Minor Subdivisions-Final Approval	156.026(a)(3)	General	250+35/lot plus engineering and recording fees			
Major Subdivisions-Tentative Approval 5 or more lots	156.026(a)(3)	General	\$3,822+35 for each lot over 5			
	156.026(a)(3)	General				
Major Subdivisions-Final approval paid prior to recording of plat	156.026(a)(3)	General	\$400+35/ plus \$5/lot over 10; + engineering and recording fees			
	156.026(a)(3)	General				
	156.026(a)(3)	General				
Planned Preservation Subd Special Use Permit plus minor/major subd fee	156.026(a)(3)	General	2,500			
Zoning Change	156.026(a)(3)	General	3,328			

				PROPOSED		
				FEE	FY2019	Amount \$\$
				(n/c if	%	Projected
	City Code Section	Fund	FY2018	blank)	CHANGE	Revenue
Filing fee for all other developments	156.026(a)(3)	General	788			
Code Amendment	156.026(a)(3)	General	3,328			
Extension of Tentative Subdivision Plat Approval	156.026(a)(3)	General	150			
Administrative Property Line shift	156.026(a)(3)	General	250			
Legal Ad Publication (as required)	156.026(a)(3)	General	65			
Special Use Permit	156.026(a)(3)	General	900	1035	15.00%	270
Special Use Permit - Restaurant within 150' of Residential	156.026(a)(3)	General	0	600	New	0
Permits						
Building Permits repair and maintenance under \$6,000	150.145	General	40			
Building Permits - \$100,000 or less	150.145	General	1.5% of total construction			
	150.145	General	(50 min)			
Building Permits - over \$100,000						
\$100,001 - \$200,000	150.145	General	2% of total construction			
\$200,001 - \$500,000	150.145	General	\$4,000 + 1% of total cc in excess of \$200,000			
\$500,001 and above	150.145	General	\$7,000 + .5% of total cc in excess of \$500,000			
Underground storage tank removal		General				
(single family and duplex)	150.145		\$150 per tank			
All other properties	150.145	General	\$250 per tank			
Hot work	150.145	General	100			
Permit Extensions	150.145	General	\$150 administration fee plus 20% of the original			
	150.145		permit fee - 6 month extension			
Administration Demolition Approval - Life Safety/Nuisance	150.145	General	500			
Driveway Permits:						
New curb cut	150.145	General	\$50 per cut	Replace below		
resurface driveway - no change	150.145	General	25.00 per cut	Replace below		
reconfiguration or change of material	150.145	General	50	Replace below		
Driveway Resurfacing Permit (not required for sealcoating)	150.145	General		50	*Variable	1250
Driveway Bond	150.485	General	250			
Satellite Permit	150.145	General	100			
Satellite dish	150.145	General	1.5% of cost, 50 min			
Plumbing						
Irrigation Systems	150.145	General	2.00 per head			
	150.145	General	\$ 60 min			
Plumbing - base charge	150.145	General	60+\$5.50/fix.			

				PROPOSED		
					FY2019	
				FEE	%	Amount \$\$
				(n/c if		Projected
	City Code Section	Fund	FY2018	blank)	CHANGE	Revenue
Recording of Public Right-of-Way agreement for sprinkler system	150.145	General	40	70 (up to 4 pages, \$5 each addl page)		Pass through County fee
Sanitary Sewer	150.145	General	\$50 min + 1.00/ft over 50 ft			
Storm Sewer	150.145	General	\$50 min + 1.00/ft over 50 ft			
Street Opening	98.056		50.00			
Electrical	150.145	General	\$100, plus \$1 per unit beyond 100 total units			
Electrical Service	150.145	General	75			
Electric - motors	150.145	General	\$75 + .50 per horsepower			
HVAC						
Residential - New or replacement						
1 or 2 units	150.145	General	52			
Each additional unit	150.145	General	45			
Duct work	150.145	General	52			
Commercial New	150.145	General	\$52 per 1,500			
	150.145	General	sq ft of floor area			
Commerical - replacement of existing units	150.145	General	same as residential			
Sign	150.145	General	1.5% construction cost			
	150.145	General	50 min			
Construction Trailer Permit (Commercial Construction Sites only)	150.145	General	\$100 per month			
Purchase of Parking						
Space per Zoning Code	150.145	General	to be set by City Council at the time			
	150.145		of approval based on market costs			
Elevators						
Elevator Inspection Fee	150.145	General	Variable			
Elevator Permits - New elevators	150.145	General	0	65	New	260
Vending Licenses						
Health -Restaurant (20 or Less)	113.03(d)(1)	General	250			
Health - Restaurant (21-99)	113.03(d)(2)	General	350			
Health - Restaurant (100 + Seats)	113.03(d)(3)	General	600			
Health - Itinerant Restaurant	113.03(d)(4)	General	250			
Health - Food Store	113.21(d)	General	100.00			
Health - Limited Food Store (selling candy)	113.21(d)	General	50.00			
Food Vendor (delivery)	113.21(d)	General	\$150/Veh.			
Milk Vendor (delivery)	113.21(d)	General	\$100/Veh.			
Health - Milk Store	113.21(d)	General	100			
Ice Vending Machine per machine	95.061	General	110			
Food Vending Machine per machine	113.21(d)	General	55			
Candy Vending Machine per machine	113.21(d)	General	55			

				PROPOSED		
				FEE	FY2019	Amount \$\$
				(n/c if	%	Projected
	City Code Section	Fund	FY2018	blank)	CHANGE	Revenue
Pop/Soft drink Vending Machine per machine	113.21(d)	General	55			
Milk Vending Machine per machine	113.21(d)	General	55			
Tobacco vending machine per machine	135.136	General	50			
Card/Trinket Vending Machine per machine	110.104	General	55			
Amusement Machine per machine	110.104	General	110			
HVAC Contractor	150.145	General	60			
Electrical Contractor	150.145	General	60			
Juke Box	110.083	General	25			
Pool Table	112.095(b)(1)	General	25			
Elevator Inspection Fee	150.220(b)	General	Variable			
DVD Vending Machine License	110.005	General	110			
Tree and Vegetation Removal						
Application Review Fee	99	General	\$40			
Removal of Heritage Tree	99	General	\$ 40 per tree			
Removal of tree 10" DBH or larger within the streetscape preservation area, the front yard or the corner side yard	99	General	\$ 40 per tree			
Removal of trees or vegetation from a Conservation Easement	99	General	\$ 35 per 1 1/2 acre site			
Removal of trees from a Tree Preservation or No Disturbance area	99	General	\$ 40 per tree			
Removal of trees or shrubs from any ravine or bluff	99	General	\$ 40 per 1 1/2 acre site			
Removal of trees or shrubs from a public right of way or other public property	99	General	\$ 40 per 1 1/2 acre site			
Ash tree removals, dead or hazardous trees	99	General	No Fee			
Bonds						
Permit Renewal - for projects with estimated construction costs of \$200,000 or less refundable upon completion of project within one year	150.145	General	15% of permit fee	18% of permit fee	3.00%	Variable
Permit Renewal - for projects with estimated construction costs of more than \$200,000 refundable upon completion of project within 18 months	150.145	General	17% of permit fee	20% of permit fee	3.00%	Variable
Street Opening Bond	98.058	General	500			
Fire Protection Fees:						
Life Safety Plan Review Fee - New Constr/Addition	150.145	General	\$ 500 min or .05 s.f.			
			includes all floors			
Life Safety Plan Review Fee - Remodel/Alteration	150.145	General	\$ 60 min or .05 sf			
			includes all areas			
Fire Suppression Systems (Plan review and 2 inspections)						
Single Family/Duplex Residential						
New	150.145	General	\$120 or .05 per s.f whichever is greater			
Addition/Alteration	150.145	General	\$60 or .05 per s.f for scope of work area			
	150.145		whichever is greater			

				PROPOSED		
					FY2019	
				FEE	%	Amount \$\$
				(n/c if		Projected
				blank)	CHANGE	Revenue
	City Code Section	Fund	FY2018			
Commercial/Multi Family						
New	150.145	General	\$500 or .05 per s.f. whichever is greater			
Addition/Alteration	150.145	General	\$250 or .05 s.f. for scope of work area whichever is greater			
Specialized Suppression (FM 200, clean agent)	150.145	General	\$150 per system (in addition to above fees for the overall system)			
Stand pipe riser	150.145	General	100			
Fire Alarms						
Single Family/Duplex Residential	150.145	General	\$75 or .05 per s.f. whichever is greater			
Commercial/Multi Family - New		General	\$500 or .05 per s.f. whichever is greater			
Commercial/Multi Family - Addition/Alteration	150.145	General	\$75 or .05 per s.f. whichever is greater			
Inspections/Tests						
Annual & New Underground Flush test	150.145	Water	\$75 + cost per gallon of water, at current rate as established by the City Council, based on pipe size			
Annual & New Fire Pump Test	150.145	Water	\$175 + cost per gallon of water, at current rate as established by the City Council, based on pump size			
Other						
Hood and Duct Extinguishing System - New	150.145	General	\$300 per system			
Hood and Duct Extinguishing System - Alteration	150.145	General	\$100 per system			
Alternative Letter of Credit Review	150.145	General	\$100 per review			
Conditional Certificate of Occupancy - Landscape only due to season (single family and duplex)	150.145	General	\$300 per unit			
Conditional Certificate of Occupancy (single family and duplex)	150.145	General		\$500 per unit	New	2000
Conditional Certificate of Occupancy (multi-family and commercial)	150.145	General	\$25 per square foot, whichever is greater, to a maximum of \$2,000			
3. Finance						
Water Utility Fees/Charges						
Water Sales/1,000 Gallons						
Effective with Water Bills mailed on or after May 1, 2018						
Lake Forest Residential - to 10,000 Gallons per Quarter	51.061(a)	Water	4.50			
Lake Forest Residential - 10,001 to 60,000 Gallons per Quarter	51.061(a)	Water	5.62	5.77	2.67%	165,233
Lake Forest Residential - over 60,000 Gallons per Quarter	51.061(a)	Water	5.89	6.05	2.72%	incl above
Lake Forest All Other Users	51.061(a)	Water	5.80	5.95	2.59%	incl above
Del Mar Woods	51.061(a)	Water	7.98	8.18	2.51%	
Other Non resident users	51.061(a)	Water	7.98	8.18	2.51%	

				PROPOSED		
				FY2019		
				FEE	%	Amount \$\$
				(n/c if	CHANGE	Projected
	City Code Section	Fund	FY2018	blank)		Revenue
Sewer Charge/1,000 Gallons (winter usage)	51.061(a)	Water	1.16			
Customer Charge - Water (Inside)						
5/8" to 1.5" meter	51.061(b)	Water	\$40/quarter			
2" to 4" meter	51.061(b)	Water	\$160/quarter			
6" and above meter	51.061(b)	Water	\$750/quarter			
Benefit Access Program Discount - must renew annually	N\A	Water	\$(10)/quarter			
Customer Charge - Water (Outside)						
5/8" to 1.5" meter	51.062(b)	Water	\$50/quarter			
2" to 4" meter	51.062(b)	Water	\$175/quarter			
6" and above meter	51.062(b)	Water	\$790/quarter			
Customer Charge - Sewer						
5/8" to 1.5" meter	52.15€(1)	Water	\$5/quarter			
2" to 4" meter	52.15€(1)	Water	\$20/quarter			
6" and above meter	52.15€(1)	Water	\$100/quarter			
Beach Parking Fee						
Beach Parking						
Temporary (R)	73.45	General	85			
Temporary (NR)	73.45	General	910			
Parking Permits						
Resident-Full Year	73.27(c)(7)	Parking	313			
Resident-Monthly	73.27(c)(7)	Parking	30/Month			
Resident - Unlimited	73.27(c)(7)	Parking	1,000			
Employer Purchased-Full Yr.	73.27(c)(7)	Parking	180			
Employer Purchased-Monthly	73.27(c)(7)	Parking	20/Month			
Non-Resident-Full Year	73.27(c)(7)	Parking	700			
Non-Resident - Monthly	73.27(c)(7)	Parking	60/Monthly			
An envelope of 10 tokens	N\A	Parking	25			
Daily Parking Fee-Telegraph	73.27(c)(7)	Parking	3			
Daily Parking Fee-All Other	73.27(c)(7)	Parking	3			
Licenses						
Car and Lt Truck	74.179(b)	General	85			
HeavyTruck (8,000+ lbs.)	74.179(b)	General	110			
Motocycles	74.179(b)	General	45			
Senior Citizen 65 and over	N/A	General	no discount			
Transfers	74.184 & 185	General	5			
Penalties	74.179(b)	General	50%			
Dog License	91.032	General	10			
Cat License	91.032	General	10			
Auto Dealer License	74.183	General	50+20/Veh			
Disabled vehicle sticker (Benefit Access Program)	N/A	General	45			

				PROPOSED		
				FY2019		
				FEE	Amount \$	
				(n/c if	%	Projected
	City Code Section	Fund	FY2018	blank)	CHANGE	Revenue
Real Estate Transfer Tax	39.155(b)	Cap Imp	\$4.00 per \$1,000			
Non-sufficient funds Fee	10.99	General	25			
Credit Card Service Fees-Effective January 1, 2015						
Daily Parking	73.27(c)(7)	General	\$.25 per transaction			
Building Permits	N/A	General	lesser of 3.00% or maximum allowable by law			
Public Safety Pension Fee						
Residential Utility Accounts	N/A	General	\$10 per Quarter	\$20 per Quarter		290,000
All Other Utility Accounts (exclude irrigation only services)	N/A	General	\$35 per Quarter	\$70 per Quarter		incl above
4. Parks and Recreation						
Golf Course Fees/Charges:						
Seasonal Fees-Resident: effective January 1, 2018						
Class A -Adult Single	97.051	DPG	1,400	1450	3.57%	450
Class B -Adult Combo	97.051	DPG	2,400	2500	4.17%	1050
Class D -Junior	97.051	DPG	600	625	4.17%	1000
Class F - Senior Citizen	97.051	DPG	850			0
Seasonal Fees (Non-Resident) effective January 1, 2018						
Class A -Adult Single	97.051	DPG	1,800	1,850	2.78%	1150
Class B -Adult Combo	97.051	DPG	2,400	2,500	4.17%	1000
Class D -Junior	97.051	DPG	625	650	4.00%	1000
Class F - Senior Citizen	97.051	DPG	1,100			
Daily Fees-Resident: effective January 1, 2018						
Weekday-9	97.051	DPG	28	31	10.71%	1225
Weekday-18	97.051	DPG	42	46	9.52%	3500
Weekend 9	97.051	DPG	34	38	11.76%	1297
Weekend -18	97.051	DPG	50	56	12.00%	3500
Electric Golf Carts: effective January 1, 2018						
9 Holes Single Rider	97.052	DPG	12			
18 Holes Single Rider	97.052	DPG	19	20	5.26%	6583
Range Balls						
Small Bucket	97.051	DPG	4	5	25.00%	437
Medium Bucket	97.051	DPG	6	7	16.67%	977
Large Bucket	97.051	DPG	15			
Pull cart - 9 holes	97.051	DPG	6			
Pull cart - 18 hoes	97.051	DPG	8			

				PROPOSED		
					FY2019	
				FEE		Amount \$\$
				(n/c if	%	Projected
	City Code Section	Fund	FY2018	blank)	CHANGE	Revenue
USGA Handicap Fees - Members	97.051	DPG	34	37	8.82%	400
Permanent Tee Time - Weekend	97.051	DPG	300			
Locker - 18 inch	97.051	DPG	110	130	18.18%	555
Locker - 12 inch	97.051	DPG	100	115	15.00%	440
Park Fees						
Park Picnic Permits						
0 - 50 People	N/A	Parks/Rec	125			
51 or more People	N/A	Parks/Rec	75			
Picnic Tables		Parks/Rec	25 per table			
Grills		Parks/Rec	85 per grill			
Cemetery Fees						
Issuance of Deeds	93.45	Cemetery	.50 per deed			
Boating and Beach Fees - effective February 1, 2018						
Watercraft Ramp/Sailboat Permits-Recreation						
Watercraft Ramp (R)	97.066	Parks/Rec	478	497	3.97%	1102
Watercraft Ramp 2nd boat/ half season	97.066	Parks/Rec	239	249	4.18%	150
Watercraft Ramp (R) (Sen.)	97.066	Parks/Rec	382	397	3.93%	285
Watercraft Ramp (R) (Sen) 2nd boat/ half season	97.066	Parks/Rec	192	200	4.17%	56
Watercraft Ramp (NR)	97.066	Parks/Rec	956	994	3.97%	76
Year round compound storage Resident	97.066	Parks/Rec	2118	2203	4.01%	850
Year round compound storage Resident senior	97.066	Parks/Rec	1694	1762	4.01%	476
Year round compound storage non-resident	97.066	Parks/Rec	3178	3305	4.00%	0
Seasonal compound storage Resident	97.066	Parks/Rec	1434	1491	3.97%	228
Seasonal compound storage Resident Senior	97.066	Parks/Rec	1147	1193	4.01%	92
Seasonal compound storage Non-resident	97.066	Parks/Rec	2149	2235	4.00%	0
Year round watercraft rack storage resident	97.066	Parks/Rec	579	602	3.97%	46
Year round watercraft rack storage resident senior	97.066	Parks/Rec	464	483	4.09%	38
Year round watercraft rack storage non-resident	97.066	Parks/Rec	579	602	3.97%	46
Seasonal watercraft rack storage resident	97.066	Parks/Rec	338	352	4.14%	280
Seasonal watercraft rack storage resident senior	97.066	Parks/Rec	270	281	4.07%	33
Seasonal watercraft rack storage non-resident	97.066	Parks/Rec	338	352	4.14%	0
Year round watercraft sand storage resident	97.066	Parks/Rec	716	745	4.05%	29
Year round watercraft sand storage resident senior	97.066	Parks/Rec	573	596	4.01%	0
Year round watercraft sand storage non-resident	97.066	Parks/Rec	1074	1117	4.00%	0
Seasonal watercraft sand storage resident	97.066	Parks/Rec	439	457	4.10%	36
Seasonal watercraft sand storage resident senior	97.066	Parks/Rec	351	365	3.99%	14
Seasonal watercraft sand storage non-resident	97.066	Parks/Rec	660	686	3.94%	0
South Beach Parking Permit (R)	97.066	Parks/Rec	139	145	4.32%	174
South Beach Parking Permit (R) (Sen.)	97.066	Parks/Rec	110	114	3.64%	260

				PROPOSED		
				FY2019		
				FEE	Amount \$\$	
				(n/c if blank)	%	Projected
	City Code Section	Fund	FY2018		CHANGE	Revenue
South Beach Parking Permit (NR)	97.066	Parks/Rec	910			
South Beach Parking Permit Employee/Retiree	97.066	Parks/Rec	92	96	4.35%	4
Extra vehicle decal resident - center isle	97.066	Parks/Rec	138			
Extra vehicle decal senior - center isle	97.066	Parks/Rec	110			
Extra vehicle decal nonresident - center isle	97.066	Parks/Rec	208			
Daily Boat Launch resident	97.066	Parks/Rec	40			
Daily Boat Launch nonresident	97.066	Parks/Rec	65			
Resident Guest Daily Parking Pass, limit 5 per season	97.066	Parks/Rec	10			
Nanny Parking Pass	97.066	Parks/Rec	85			
Senior Caregiver Parking Pass	97.066	Parks/Rec	85			
Non resident beach fee, weekends and holidays	97.069	Parks/Rec	10			
Fitness Center Fees - effective May 1, 2018						
Fitness Center Membership Fees						
Individual resident rate	N/A	Parks/Rec	396	408	3.03%	2,160
Individual resident rate - 6 months	N/A	Parks/Rec	260			
Individual resident rate - 3 months	N/A	Parks/Rec	130			
Individual resident rate - 1 months	N/A	Parks/Rec	40	41	2.50%	26
Individual non-resident rate	N/A	Parks/Rec	480	490	2.08%	70
Individual non-resident rate - 6 months	N/A	Parks/Rec	325			
Individual non-resident rate - 3 months	N/A	Parks/Rec	162			
Individual non-resident rate - 1 months	N/A	Parks/Rec	48	49	2.08%	1
Couple resident rate	N/A	Parks/Rec	696	720	3.45%	1,896
Couple resident rate - 6 months	N/A	Parks/Rec	455			
Couple resident rate - 3 month	N/A	Parks/Rec	227			
Couple resident rate - 1 month	N/A	Parks/Rec	69	72	4.35%	12
Couple non-resident rate	N/A	Parks/Rec	840	864	2.86%	0
Couple non-resident rate - 6 months	N/A	Parks/Rec	568			
Couple non-resident rate - 3 months	N/A	Parks/Rec	284			
Couple non-resident rate - 1 months	N/A	Parks/Rec	84	87	3.57%	0
Family resident rate	N/A	Parks/Rec	900	936	4.00%	1,764
Family resident rate - 6 months	N/A	Parks/Rec	591			
Family resident rate - 3 months	N/A	Parks/Rec	295			
Family resident rate - 1 months	N/A	Parks/Rec	90	93	3.33%	15
Family non-resident rate	N/A	Parks/Rec	1,080	1,128	4.44%	0
Family non-resident rate - 6 months	N/A	Parks/Rec	739			
Family non-resident rate - 3 months	N/A	Parks/Rec	369			
Family non-resident rate - 1 months	N/A	Parks/Rec	108	113	4.63%	0
Senior resident rate	N/A	Parks/Rec	300	312	4.00%	1,308
Senior resident rate - 6 months	N/A	Parks/Rec	195			
Senior resident rate - 3 months	N/A	Parks/Rec	97			
Senior resident rate - 1 months	N/A	Parks/Rec	30	31	3.33%	9
Senior non-resident rate	N/A	Parks/Rec	360	375	4.17%	60
Senior non-resident rate - 6 months	N/A	Parks/Rec	244			

				PROPOSED		
				FY2019		
				FEE	Amount \$\$	
				(n/c if blank)	%	Projected
	City Code Section	Fund	FY2018		CHANGE	Revenue
Senior non-resident rate - 3 months	N/A	Parks/Rec	122			
Senior non-resident rate - 1 months	N/A	Parks/Rec	36	37	2.78%	1
Senior couple resident rate	N/A	Parks/Rec	516	528	2.33%	468
Senior couple resident rate - 6 months	N/A	Parks/Rec	341			
Senior couple resident rate - 3 months	N/A	Parks/Rec	170			
Senior couple resident rate - 1 months	N/A	Parks/Rec	52	53	1.92%	10
Senior couple non-resident rate	N/A	Parks/Rec	624	636	1.92%	36
Senior couple non-resident rate - 6 months	N/A	Parks/Rec	426			
Senior couple non-resident rate - 3 months	N/A	Parks/Rec	213			
Senior couple non-resident rate - 1 months	N/A	Parks/Rec	63	64	1.59%	0
Student resident rate	N/A	Parks/Rec	300	312	4.00%	300
Student non-resident rate	N/A	Parks/Rec	360	375	4.17%	0
Matinee resident rate	N/A	Parks/Rec	204	216	5.88%	912
Matinee non-resident rate	N/A	Parks/Rec	252	260	3.17%	16
All-inclusive - member - effective December 6, 2012	N/A	Parks/Rec	299	311	4.01%	744
All-inclusive - non-member - effective December 6, 2012	N/A	Parks/Rec	665	692	4.06%	27
5. OCM						
General Fees & Charges:						
Birth certificates (January 1, 2010)	5.36	General	\$10 first/\$4 additional			
Death certificates (January 1, 2013)	5.36	General	\$14 first/\$6 additional			
On-line data entry fee by city staff (January 1, 2010)	N/A	General	10			
Solicitor/Peddler Permit Original Application	117.01(b)	General	\$40			
Solicitor/Peddler Permit Renewal	117.40	General	\$30			
Electric Car	N/A	General	\$1 per Hour			
Special Event Fees						
Application Fee	10.13	General	\$50			
Application Fee - Late Fee	10.13	General	50% of fee per 30 days			
Escrow Deposit - Special Events	10.13	General	\$500			
Police Officer hourly rate	10.13	General	\$82	84	2.44%	60
Firefighter/Paramedic hourly rate	10.13	General	\$82	85	3.66%	90
Police and Fire Vehicle	10.13	General	\$110			
Public Works hourly rate	10.13	General	\$63	67	6.35%	80
Parks hourly rate	10.13	Parks/Rec.	\$63	67	6.35%	80
A-Frame Barricades	98.011	General	\$5			
Barricades 1 - 10	98.011	General	\$40			
Parking Cones	98.011	General	\$1			
Bleacher keep in park	10.13	General	50			
Bleacher move to another location	10.13	General	180	195	8.33%	45
Lifter Barrels 1—6	10.13	General	\$10/can	16	60.00%	475
Picnic Tables 1 - 6	10.13	General	\$30/table	32	6.67%	150

				PROPOSED		
				FY2019		
				FEE	Amount \$	
				(n/c if	%	Projected
	City Code Section	Fund	FY2018	blank)	CHANGE	Revenue
Grills	10.13	General	180	195	8.33%	100
Licenses						
Raffle License	110.150	General	25			
Tobacco License	135.138(f)	General	500			
Landscape License (March 1 to Feb 28)	110.217	General	100			
Penalties - Landscape License Applications after June 1	110.217	General	25			
Auctioneers License	110.026	General	\$5 Daily & \$1.00 per employee			
Factories and Slaughterhouses	110.047	General	\$500			
Mobile Auto Service	110.200	General	\$50 per unit			
Athletic Contests	112.0029B)	General	\$50 per day			
Bowling Alley	112.025	General	\$10 per lane per year			
Circuses	112.041	General	\$100 per day circus conducted			
Circuses - Side Show	112.042	General	\$50 per day circus conducted			
Motion Pictures - Establishment capacity 500 or more persons	112.075	General	.50 per seat			
Public Dances	112.112	General	\$500			
Theatrical Performances - less than 500 persons	112.126	General	\$100			
Theatrical Performances - more than 500 persons	112.126	General	\$150			
Theatrical Performance not covered by 112.126	112.127	General	\$25 per day			
Junk Yard or Junk Shop	114.22	General	\$75			
Junk Dealer collected by vehicle	114.23	General	\$20 per vehicle			
Pawnbroker	116.03	General	100			
Expressmen and Draymen	118.156	General	25			
Alcoholic and Beverages:						
Class A-1	111.036	General	2,700			
Class A-2	111.036	General	1,500			
Class A-3	111.036	General	275			
Class B-1	111.036	General	2,500			
Class C-1	111.036	General	2,600			
Class C-2	111.036	General	3,000			
Class C-3	111.036	General	800			
Class D-1	111.036	General	2,500			
Class E-1	111.036	General	3,000			
Class F-1	111.036	General	100			
Class F-2	111.036	General	100 for each 24 hour period or any part thereof: \$50 not for profit with proof of 501 (c)3 status			
Class F-3	111.036	General	75 for each 24 hour period or any part thereof: \$50 not for profit with proof of 501 (c)3 status			
Class F-4	111.036	General	500 per vendor for the duration of the sporting event			
Class F-5	111.036	General	1,100			
Class F-6	111.036	General	600			
Class G-1	111.036	General	200			

				PROPOSED		
				FY2019		
				FEE	Amount \$\$	
				(n/c if	%	Projected
	City Code Section	Fund	FY2018	blank)	CHANGE	Revenue
Class G-2	111.036	General	600			
Class H-1	111.036	General	600			
Class H-2	111.036	General	1,100			
Class I-1	111.036	General	None			
Class I-2	111.036	General	1,500			
Class I-3	111.036	General	100			
Class J	111.036	General	500			
Class K	111.036	General	\$40/each 7 day license period			
Annual Renewal	111.036	General	150 renewal existing or change in owners or officers			
Application Fee	111.043	General	300 new license			
Application for Change in Owners or Officers	111.043	General	100			
Liquor License Penalty Fee	111.036	General	25			
Impact Fees						
Library	150.023	Library	see ordinance			
Fire and Emergency Services	150.023	General	see ordinance			
Park Site	150.023	PPL	see ordinance			
Park Development	150.023	PPL	see ordinance			
Police	150.023	General	see ordinance			
Public Works	150.023	General	see ordinance			
School District 67 (information only)	150.023	pay School	see ordinance			
High School District 115 (information only)	150.023	pay School	see ordinance			
6. Police						
General Fees & Charges:						
Bank ID Card Fee	N/A	General	25	Eliminate		
Adult Finger Print Fee						
Resident or Employee	N/A	General	25	Eliminate		
Non-resident	N/A	General	200	Eliminate		
Licenses						
Taxicab	118.068	General	50	Eliminate		
Taxicab Driver	118.068	General	50	Eliminate		
Taxi Business License (paid at City Hall)						
New	118.068	General	100	Eliminate		
Renewal	118.068	General	100	Eliminate		
Fines & Penalties:						
Overtime Parking - Lot	73.99	General	25/75/125			
Improper Parking - Lot	73.99	General	25/75/125			
Parking in Prohibited Area- Lot	73.99	General	25/75/125			
Overtime Parking - Other	73.99	General	25/75/125			

				PROPOSED		
					FY2019	
				FEE	%	Amount \$\$
				(n/c if		Projected
	City Code Section	Fund	FY2018	blank)	CHANGE	Revenue
Improper Parking - Other	73.99	General	25/75/125			
Parking in Prohibited Area- Other	73.99	General	25/75/125			
Parking at Boat Ramp	73.46	General	125/250/350			
No Vehicle License	74.179	General	75/100/125			
No parking east of Sheridan Road	73.99	General	125/250/350			
No Animal License	91.032	General	15/25/50			
Dog-At-Large	91.050	General	40/55/70			
Code Violations	Variable	General	variable			
Motor Code Violations	Variable	General	variable			
Dog Barking	91.004	General	15/25/50			
Dog Impound	91.014	General	15			
Leaf Burning	94.2	General	100			
Handicapped Parking	73.21	General	250			
Dog Public Nuisance	91.053	General	100/500/750			
Burglar Alarm Fees	110.125	General	0/50/100/250			
Vehicle Immobilization fee	73.50	General	100			
E-911 Surcharge	39.181	E911 Fund	0.65			
Copies of Accident Reports	71.032	General	10			
FOIA copy fees >50 pages	33.3	General	.15 per page			
Transient Merchant License	117.20(f)	General	100.00			
7. Fire						
General Fees & Charges:						
Ambulance-Resident ALS transport	94.51	General	812.10			
Ambulance-Resident ALS2 transport	94.52	General	919.98			
Ambulance-Resident BLS transport	94.53	General	704.07			
Ambulance-Non Resident ALS transport	94.54	General	987.48			
Ambulance- Non Resident ALS2 transport	94.55	General	1,088.92			
Ambulance-Non Resident BLS transport	94.56	General	854.08			
Ambulance - Mileage	94.58	General	7.27 per mile			
Fireworks Permit	94.5	General	200			
Open Burn Permit	94.5	General	75			
Bonfire Permit	94.5	General	100			
Special Event Inspection	94.5	General	100			
Tent Permit	94.5	General	\$100 or .05 per sq ft			
Fire Watch	94.5	General	Overtime hourly Rate			
Annual Fire Pump Test	94.5	General/Water	10.00 Admin Fee + Water Usage			
Annual Inspections - 4th re-inspection	94.5	General	100			
Annual Inspections - 5th re-inspection	94.5	General	200			

				PROPOSED		
				FY2019		
				FEE	Amount \$	
				(n/c if	%	Projected
				blank)	CHANGE	Revenue
	City Code Section	Fund	FY2018			
Annual Inspections - 6th re-inspection	94.5	General	400			
Inflatable amusement inspection	94.5	General	100			
Carnival rides	94.5	General	200			
Fire Alarm Fees	110.125	General	0/50/100/250			
8. Engineering						
Sewer System Connection Fee						
Single Family Dwelling	N/A		825			
Two - family Dwelling	N/A		825 per unit			
Multi-family Dwelling	N/A		1 65 per population equiv			
			1,650 min			
Non-Residential Buildings	N/A		1 65 per population equiv			
			1,650 min			
Institutional buildings with Fed and State tax exempt status	N/A		825/connection			
Site Grading						
Site Grading - New construction	N/A		640			
If no grading, request may be submitted for a waiver of the requirement of grading plan	N/A		240			
Resubmittal	N/A		165			
Revisions to approved grading plans	N/A		125			
Tree fencing inspection fee	N/A		240			
Site grading security (financial guarantee - refundable)	N/A		3,000 per acre of development			
Water Shed Development Fee: Revised Fee Schedule						
General Fees						
Sediment and Erosion Control Only						
Single Family Residential Lot (See site grading ordinance)	151.05		see ordinance			
Single Family Residential Lot (within regulatory floodplain)	151.05		1040			
Development (<10 acres)	151.05		2400			
Development (≥ 10 acres)	151.05		3560			
Minor Development						
Without detention	151.05		2120			
With detention or Fee - in - lieu	151.05		3120			
Major Development						
With detention or Fee-in-lieu	151.05		5400			
Within regulatory floodplain (< 10 acres)	151.05		3280			
Within regulatory floodplain (≥ 10 acres)	151.05		8640			
Wetland Fees						

				PROPOSED		
					FY2019	
				FEE	%	Amount \$\$
				(n/c if		Projected
	City Code Section	Fund	FY2018	blank)	CHANGE	Revenue
Category I Wetland impacts less than or equal to 1 acre	N/A		880			
Category II Wetland impacts greater than 1 acre and less than 2 acres	N/A		3640			
Category III Wetland impacts greater or equal to 2 acres or impacts a HQAR	N/A		4400			
Category IV Wetland impacts involving either restoration, creation	N/A		1440			
or enhancement	N/A		2760			
Resubmittal fee	N/A		347-2880			
Earth Change Approval	N/A		1720			
Securities - financial guarantee refundable	N/A		3,000 per acre of development			
Variances	N/A		4240			
Appeals	N/A		1920			
Flood Plain Analysis and Report	N/A		35			
Construction Engineering Standards Manual	N/A		35			
9. Senior Resources						
Membership Dues						
Residents of Lake Forest, Lake Bluff and unincorporated						
Lake Forest and Lake Bluff	97.087	Senior Resources	\$35 per person			
	97.087		\$55 per family			
Outside of Lake Forest and Lake Bluff	97.087	Senior Resources	\$45 per person			
	97.087		\$75 per family			
Circuit Breaker participants Lake Forest and Lake Bluff	97.087	Senior Resources	\$10 per person			
residents only	97.087		\$15 per family			
Car and Bus rides	97.087	Senior Resources	\$3/fee each direction			
	97.087		\$6 round trip			
Taxi subsidy- Lake Forest and Lake Bluff residents	97.087	Senior Resources	16 coupons/month			
living within the Lake Forest High School District			for a value of \$3/each			

THE CITY OF LAKE FOREST

ORDINANCE NO. 2017 - _____

**AN ORDINANCE ADOPTING NEW FEES RELATED TO DEVELOPMENT
ACTIVITY FOR INCORPORATION INTO THE SUPPLEMENTAL FEE
SCHEDULE FOR THE CITY OF LAKE FOREST**

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

WHEREAS, the City Council, on an annual basis reviews fees and charges related to development activity and having done so, hereby determines that it is necessary to establish new fees and charges to cover the cost of services provided; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its residents to adopt 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. **Approval of New Fees Related to Development Activity.**
The City Council hereby approves the fees as set forth in Exhibit A, New Fees Related to Development Activity, and directs that said fees shall be incorporated into the Supplemental Fee Schedule for the City of Lake Forest and reviewed and adjusted on an annual basis as part of the Supplemental Fee Schedule as determined to be necessary by the City Council.

SECTION THREE: **Effective Date of the New Fees Related to Development Activity.** The fees and charges set forth in Exhibit A shall take effect as of May 1, 2018,

consistent with the date of the Supplemental Fee Schedule for FY 2019 as adopted by the City Council.

SECTION FOUR: 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

New Fees Related to Development Activity

- ❖ Elevator Permits - \$65.00
- ❖ Conditional Certificate of Occupancy - \$500
- ❖ Special Use Permits – Restaurants within 150' of Residential Zoning District - \$600

Supplemental Memos Regarding Proposed Fee Adjustments

MEMORANDUM

TO: Diane Hall, Assistant Director of Finance
Elizabeth Holleb, Director of Finance

FROM: Catherine J. Czerniak, Director of Community Development

DATE: October 31, 2017 - Revised

SUBJECT: Recommendations: Fee Adjustments and New Fees for Fiscal Year 2019

No significant changes are proposed for development related fees. Development related fees have remained constant for the last several years. Minor fee adjustments and a few new fees are proposed and are explained below.

Fee Adjustments

- ❖ Recording of Document with Lake County - \$70 (up to four pages, \$5 for each additional page)
To align with Lake County fee increases for recording documents, an increase in the City's recording fee is recommended.
- ❖ Street/Public Right-of-Way Obstruction - \$100
An adjustment to the street obstruction/public right-of-way permit fee is recommended to simplify the fee structure and to more accurately cover the cost of processing and issuing a street obstruction permit. A single standard fee is proposed eliminating the variability in the fee depending upon linear feet of the closure. The permit process and staff time does not vary significantly based on the length of the obstruction.
- ❖ Amendments to Existing Special Use Permits - \$755
A 15% increase in the fee for applications for amendments to existing Special Use Permits is recommended. These types of petitions involve numerous contacts with neighboring residents, research and negotiations. The proposed fee increase will help to fully cover the cost of service for this type of petition.
- ❖ Special Use Permits – New Uses - \$1,035
Staff recommends a fee increase of 15% for Special Use Permit applications for new uses. Requests for approval of new special uses are often controversial. These types of petitions require a substantial amount of staff time including: preparing and mailing public notices, conducting research, preparing packets and staff reports, and fielding numerous requests for information and phone calls.
- ❖ Driveway Resurfacing Permit - \$50 (not required for sealcoating)
Staff proposes simplifying the fee for a driveway resurfacing permit eliminating the factoring in of the number of curb cuts that exist. The staff time for

processing the permit and inspecting the work is not affected by the number of curb cuts. Simplifying fees where possible is an ongoing goal.

- ❖ **Permit Renewal Bonds – 3% increase**
Permit renewal bonds are fully refundable if projects are completed within the allowed time which is based on the scope of the project. Ideally, permit renewal bonds act as an incentive to homeowners and developers to finish projects on time. If projects are not completed within the prescribed time, the bonds are taken by the City and the permit is extended for a limited time. The bonds support the additional staff time that is required when projects are not completed on time and the staff time involved with responding to neighbor concerns about ongoing projects.

New Fees

- ❖ **Elevator Permits - \$65.00**
Currently, the City does not charge a fee for permits for new elevators. The City outsources the plan reviews for these types of permits and the consultant assesses a fee of \$80 for the permit review. Recently, staff identified that in fact City staff time is involved in these types of permits because we advise the elevator contractor on the permit submittal requirements, take in and conduct a preliminary review of the submittal, enter the permit application into the permit tracking system, forward the elevator plans to the City's consultant for review and then upon completion of the review, the City prepares and issues the permit. To cover the cost of staff time involved in processing permit applications for new elevators, staff recommends that an elevator permit fee be established.
- ❖ **Conditional Certificate of Occupancy - \$500**
A new fee is proposed for Conditional Certificates of Occupancy. The current \$300 fee is intended to allow early occupancy of a building, before the permit is closed out, when all Code requirements are met and all work is completed consistent with the approved plans, except for the landscaping. A new Conditional Certificate of Occupancy fee is proposed in response to increased requests for early occupancy permits when work on the building itself, although minor, is not yet complete. Once a buyer moves into the house, increased staff time is required to assure completion of outstanding work in accordance with the approved plans.
- ❖ **Special Use Permits – Restaurants within 150' of Residential Zoning District - \$600**
A fee reduction is recommended for restaurants located within 150' of residential property which require review through the special use permit process. The intent is to allow the opportunity to establish conditions to minimize impacts on nearby residential homes while supporting unique, small scale restaurants. A recent example is The Gallery Restaurant. Given that these types of restaurants are generally small scale and the fact that the City's Strategic Plan encourages small, neighborhood restaurants, staff recommends a reduced application fee for these types of uses.

Please do not hesitate to contact me if you need further clarifications, have any questions or have suggestions for changes.

M E M O R A N D O M

To: Diane Hall, Assistant Finance Director

From: Vince Juarez, Golf Course General Manager
Chuck Myers, Superintendent of Parks, Forestry and Special Facilities

Date: October 18, 2017

Subject: Deerpath Golf Course FY 19 Proposed Fee Changes

PURPOSE AND ACTION REQUESTED: City Staff and KemperSports Management Staff are bringing forward the Deerpath Golf Course fees for fiscal year 2019. The Park and Recreation Board has approved the fee schedule on October 17, 2017 and request that the proposed FY2019 Deerpath Golf Course fee structure be forward to City Council for approval as presented.

BACKGROUND/DISCUSSION: Attached is the proposed fee structure for Deerpath Golf Course for FY19. We analyzed several factors including utilization and surrounding facilities fees while putting together the fees schedule. KemperSports Management and City Staff are recommending the following:

- **Membership Fees:** Increase Annual Pass fee average of 4% per classification for FY19.
- **Greens Fees:** Increase the “ceiling” rate for weekday and weekend fees. Allow the dynamic pricing model to set prices based off of the utilization of the course. This will allow the green fee prices to fluctuate and take advantage of times of increased demand. Golf rates will be adjusted during the season based on marketplace demands.
- **Other Fees:** Increase the 18 -hole cart fee which has not been increased in at least 4 years. In addition, increase small and medium range ball buckets by \$1 each bucket. I also propose with lockers being fully rented in the open air facility to increase locker rental prices by an average of 15%.

BUDGET/FISCAL IMPACT: Projected revenue impact on fees collected will be an additional \$24,564 from FY18.

City Staff and Kemper Sports Management are requesting the approval of the proposed FY2019 Deerpath Golf Course fee structure.

M E M O R A N D O M

To: Diane Hall, Assistant Finance Director

From: Aaron Dalzot, Program Manager
Joe Mobile, Superintendent of Recreation

Date: October 18, 2017

Subject: Lake Forest Fitness Center FY 19 Proposed Fee Changes

PURPOSE AND ACTION REQUESTED: City Staff are bringing forward the Lakefront Permit fees for fiscal year 2019. The Park and Recreation Board has approved the fee schedule on October 17, 2017 and request that the proposed FY2019 Lakefront Permit fee structure be forwarded to City Council for approval as presented.

BACKGROUND/DISCUSSION: Attached is the proposed fee structure for lakefront permit fees for FY2019. Staff have analyzed several factors including utilization, and surrounding facilities fees while putting together the fees schedule. Staff is taking a conservative approach for revenue growth by assuming that participation levels will remain constant with FY18 usage. City Staff are recommending the following:

- **Permit Fees:** Increase most resident and non-resident Lakefront permit fees by 4% for FY19.
- **Exceptions:** These fees will remain constant with FY18 fees.
 - The Nanny and Caregiver Parking Pass (\$85)
 - The Resident Guest Daily Parking (\$10)
 - The Non-resident Beach Access Fees (\$10)
 - The Non-resident South Beach Parking Permit (\$910)
 - Daily Boat Launch (\$40)
 - Daily Boat Launch Non-Resident (\$65)
- **Regulations:** Staff requests keeping non-resident daily pass use restrictions in place to protect the heaviest used boating times for Lake Forest residents. Non-resident passes will only be sold Monday through Friday, excluding weekends and holidays.

BUDGET/FISCAL IMPACT: Staff anticipates a positive revenue differential of \$4,275 over FY18. All fees will become effective February 1, 2018 in line with the permitting season.

City Staff are requesting the approval of the proposed FY2019 Lakefront Permit Fee structure.

MEMORANDUM

To: Diane Hall, Assistant Finance Director

From: Jason Busdeker, Program Manager
Joe Mobile, Superintendent of Recreation

Date: October 18, 2017

Subject: Lake Forest Fitness Center FY 19 Proposed Fee Changes

PURPOSE AND ACTION REQUESTED: City Staff are bringing forward the Lake Forest Fitness Center fees for fiscal year 2019. The Park and Recreation Board has approved the fee schedule on October 17, 2017 and request that the proposed FY2019 Fitness Center fee structure be forwarded to City Council for approval as presented.

BACKGROUND/DISCUSSION: Attached is the proposed fee structure for fitness center fees for FY2019. Staff have analyzed several factors including membership trends, and surrounding facilities fees while putting together the fees schedule. The Fitness Center's memberships fluctuate considerably throughout the year. As a result, staff takes a conservative approach for revenue growth by assuming membership levels will remain the same throughout the year based on membership totals in September. City Staff are recommending the following:

- **Membership Fees:** Increase all membership fees by an adjusted 4% for FY19. The 4% increase was taken over FY18 fees and then adjusted to be divisible by 12 months so that our registration software system can use the automatic monthly billing for all annual memberships. This adjustment to the increase will provide a consistent amount to be drawn each month providing our members a smooth and understandable transaction.
- **Monthly Memberships:** Continue to offer the month to month membership option. In FY17, Staff had eliminated the 6 month and 3 month membership options and began offering the Month to Month membership options which allows perspective members the flexibility to cancel their membership with 30 days written notice. The month to month membership is also a good alternative for those looking for a short term option. This option has proved successful as memberships have increased in several categories.

BUDGET/FISCAL IMPACT: Staff anticipates a positive revenue differential of \$9,835 over FY18.

City Staff are requesting the approval of the proposed FY2019 Lake Forest Fitness Center fee structure.



MEMORANDUM

THE CITY OF LAKE FOREST

OFFICE OF THE CITY MANAGER

TO: Elizabeth Holleb, Finance Director
CC: Robert R. Kiely, Jr., City Manager
FROM: Mike Strong, Assistant to the City Manager
DATE: October 19, 2017
SUBJECT: Proposed OCM Fees for FY2019

As part of the City's review of fees and charges for FY2019, a request to increase certain fees is being submitted.

Special Event Fees

From time-to-time, special event organizers request special city services (e.g. equipment rentals/delivery) or City employees (e.g. general event support, security, or emergency medical services) to support their event. Pursuant to the City Code (§10.13), fees for these City services may be imposed in connection with recovering costs related to the personnel time associated with this support.

Personnel Rates for Special Event Support

Rates for City employees are set based on an average total compensation (includes salaries and benefits) for employees in the workgroup. Traditionally, the City has adjusted these rates to reflect changes in union contracts and special contractual rates for special time worked or overtime. Rates proposed for FY2019 reflect approved changes to salaries and benefits as outlined in the City's official Pay Plan and bargaining unit contract, if applicable. It should be noted that rates have typically been rounded for ease of invoicing purposes. Accordingly, City staff is requesting to adjust rates to reflect these contract amounts, as follows:

Personnel Classification	Current City Expense	Current Rate	Proposed Rate	% Change	Projected Revenue
Police Officer Hourly Rate	\$83.63	\$82.00	\$84.00	2.4%	\$60.00
Firefighter/Paramedic Hourly Rate	\$84.98	\$82.00	\$85.00	3.7%	\$90.00
Public Works Hourly Rate	\$66.99	\$63.00	\$67.00	6.4%	\$80.00
Parks Hourly Rate	\$66.99	\$63.00	\$67.00	6.4%	\$80.00

Rental Fees for Special City Services

In addition to personnel that may be provided by the City's Parks Department, special city services including the rental of bleachers, litter barrels, picnic tables, and grills may be delivered to special event locations. In evaluating the current rates for these services and updated personnel costs incurred (Per the above), the City's current average cost recovery for providing city staff proposes adjusting these fees, as follows:

Service	Current City Expense	Current Rate	Proposed Rate	% Change	Projected Revenue
Relocate Bleacher (Different park)	\$192.04	\$180	\$195	8.3%	\$45.00
Provide Litter Barrels	\$16.00/can	\$10/can	\$16/can	60.0%	\$475.00
Provide Picnic Tables	\$32.01/table	\$30/table	\$32/table	6.7%	\$150.00
Provide Propane/Charcoal Grill	\$192.04	\$180	\$195	8.3%	\$100.00

Based on research conducted by staff, the proposed rate structures are in line with market rental rates for bleachers (\$125-\$150/each excluding set-up services), litter barrels (\$10-\$15/each), picnic tables (\$40-\$50/table), and grills (\$150-\$225/each). The fees, as proposed, would achieve a full cost recovery on the service provision and still provide competitive pricing to organizations in need of these services.



11/01/2017

To: Diane Hall-Finance
From: R.D. Copeland-Deputy Chief of Police
Subject: Changes to Fee Schedules

Diane,

The following changes were made to the fee schedule:

Under General Fees and Charges;

The Bank ID Card, Adult Finger Print fee for residents and non-residents were programs started and maintained under Mike Goy and were discontinued when he retired in December of 2015 and reduced staffing levels required us to make changes in operational task. Currently local banks provide their own employees with proper identification.

Finger printing for residents and non-residents has been outsourced to a private vendor since December 2015.

Under Licenses:

City Clerk Boyer, with approval of the city council, amended the ordinances regarding all Taxi Cab licensing. The city no longer issue taxi cab licenses and has not done so since 2015/2016.

R.D. Copeland
Deputy Chief of Police



Attachment 1

**ESTIMATING EQUALIZED ASSESSED VALUATION, TAX LEVY LIMITATIONS
AND NEW GROWTH PROJECTIONS FOR 2017**

PROJECTED 2017 EQUALIZED ASSESSED VALUATION

Based on information from the County Clerk's Office
the projected Equalized Assessed Valuation (EAV) of property
in The City of Lake Forest for the tax year 2017 is as follows:

2016 EAV for The City of Lake Forest	2,442,981,041
Estimated average change to existing property	<u>5.21%</u>
2017 EAV for existing property	<u>2,570,165,472</u>
Total Estimated New Construction Growth for 2017	\$ 16,607,198
Total Projected EAV for 2017 Tax Levy	<u>\$ 2,586,772,670</u>

**COMPUTATION OF MAXIMUM TAX EXTENSION FOR 2017 UNDER THE PROPERTY TAX
EXTENSION LIMITATION ACT**

A.	Tax Levy Extensions for the 2016 Tax Year (Excluding Debt Service, Special Rec and partial Fire Pension Tax Levy Extension)	\$ 28,035,931
B.	Total Projected EAV for 2017 Tax Levy	\$ 2,586,772,670
C.	Total Estimated New Construction Growth for 2017	\$ 16,607,198
D.	CPI Increase for 2017 Levy	2.10%
Step 1	Numerator of Limiting Rate:	\$ 28,035,931 X 102.100% = <u>\$ 28,624,686</u>
Step 2	Denominator of Limiting Rate:	\$ 2,586,772,670 - 16,607,198 = <u>\$ 2,570,165,472</u>
Step 3	Limiting Rate (Per \$100 EAV):	\$ 28,624,686 / 2,570,165,472 = <u>\$ 0.01114</u>
Step 4	Maximum Tax Extension for 2017 Tax Year (Excluding Debt Service Tax Levy Extension):	\$ 2,586,772,670 X \$ 0.01114 = <u>\$ 28,809,645</u>
Step 5	Added Tax Levy Extension Based on New Growth (Step 4 minus Step 1)	= <u>\$ 184,959</u>
Aggregate Levy - Truth in Taxation Estimate:		102.76%
Tax Cap		2.10%
TIF		0.00%
New Construction		<u>0.66%</u>
		<u>2.76%</u>

The City of Lake Forest Tax Levy 2017

Attachment 2

FUND	2017 LEVY	2016 Extension	\$ CHANGE	% CHANGE	
General	\$14,205,814	13,913,628	292,186	2.10%	
Pension Funds					
IMRF/SS - Funded Ratio 88%	1,198,046	1,173,405	24,641	2.10%	
Police Pension - Funded Ratio 52.9%	2,105,888	1,900,029	205,859	10.83%	Increase PS Pension Fee 5/1/18
Fire Pension - Funded Ratio 69.4%	1,455,855	1,156,874	298,981	25.84%	
Sub-Total Pension Funds	4,759,789	4,230,308	529,481	12.52%	
Other Funds					
Recreation and Parks	4,527,783	4,434,655	93,128	2.10%	
Recreation and Parks-IMRF/SS	556,234	544,793	11,441	2.10%	
Special Recreation			0		
Capital Improvements	816,750	822,000	(5,250)	-0.64%	2008 Bond Call
Recreation and Parks/Specific Purpose	125,000	125,000	0	0.00%	
Library	3,645,796	3,570,809	74,987	2.10%	
Library-sites	403,026	394,737	8,289	2.10%	
Sub-Total Other Funds	10,074,589	9,891,994	182,595	1.85%	
TOTAL LEVY UNDER TAX CAP	29,040,192	28,035,930	1,004,262	3.58%	
Bond Funds (Cap - \$3,525,580)					
2010/2013 GO Bonds MS/CIP	1,018,105	910,540	107,565	11.81%	Add Sequestration
2009 GO Bonds Western	278,745	278,245	500	0.18%	
Extension Adjustment		14,157	(14,157)		
2015 GO Bonds - CIP	224,738	226,862	(2,124)	-0.94%	
Sub-Total Bond Funds	1,521,588	1,429,804	91,784	6.42%	
TOTAL TAX LEVY BEFORE NEW GROWTH and ALLOWANCES	30,561,780	29,465,734	1,096,046	3.72%	
Fire Pension PA 93-0689	86,098	64,910	21,188	32.64%	
Special Recreation	465,040	440,054	24,986	5.68%	
Plus New Growth	184,959		184,959	N/A	
GRAND TOTAL TAX LEVY	31,297,877	29,970,698	1,327,179	4.43%	
Aggregate Levy (Truth in Taxation)	29,776,289	28,540,894	1,235,395	4.33%	Public hearing if increase >5.0%
DISTRIBUTION OF GROWTH					
General Fund Levy -	\$ 161,739				
Library Levy -	23,220				
TOTAL NEW GROWTH	\$ 184,959				

The City of Lake Forest Tax Levy 2017

Attachment 3

FUND	2017 LEVY	2016 Extension	\$ CHANGE	% CHANGE
General	\$14,367,553	13,913,628	453,925	3.26%
<u>Pension Funds</u>				
IMRF/SS	1,198,046	1,173,405	24,641	2.10%
Police Pension	2,105,888	1,900,029	205,859	10.83%
Fire Pension	1,541,953	1,221,784	320,169	26.21%
Sub-Total Pension Funds	4,845,887	4,295,218	550,669	12.82%
<u>Agency Funds</u>				
Recreation and Parks	4,527,783	4,434,655	93,128	2.10%
Recreation and Parks-IMRF/SS	556,234	544,793	11,441	2.10%
Recreation and Parks-Specific Purpose	125,000	125,000	0	
Special Recreation	465,040	440,054	24,986	5.68%
Capital Improvements	816,750	822,000	(5,250)	
Library	3,669,016	3,570,809	98,207	2.75%
Library-sites	403,026	394,737	8,289	2.10%
Sub-Total Agency Funds	10,562,849	10,332,048	230,801	2.23%
	29,776,289	28,540,894	1,235,395	4.33%
<u>Bond Funds</u>				
2010 GO Bonds MS/CIP	1,018,105	910,540	107,565	11.81%
2009 GO Bonds Western	278,745	278,245	500	0.18%
Extension Adjustment		14,157	(14,157)	
2015 GO Bonds - CIP	224,738	226,862	(2,124)	
Sub-Total Bond Funds	1,521,588	1,429,804	91,784	6.42%
GRAND TOTAL TAX LEVY	31,297,877	29,970,698	1,327,179	4.43%

The City of Lake Forest

Tax Levy

2017

Explanation of Homeowner Increase

Attachment 4

	2017 LEVY	2016 Extension	\$ CHANGE	% CHANGE
Levy before growth and exclusions	\$ 29,040,192	\$ 28,035,930	\$ 1,004,262	3.58%
Plus growth and exclusions	736,097	504,964	\$ 231,133	
TOTAL LEVY UNDER TAX CAP	\$ 29,776,289	\$ 28,540,894	\$ 1,235,395	4.33%
Bond Funds	1,521,588	1,429,804	\$ 91,784	6.42%
TOTAL TAX LEVY	\$ 31,297,877	\$ 29,970,698	\$ 1,327,179	4.43%

	2017 Forecast	2016 Actual	
City Equalized Assessed Value (EAV) 1/3 market value	2,586,772,670	2,442,981,041	
City Levy	31,297,877	29,970,698	
Tax Rate	1.2099	1.2268	levy divided by EAV X 100
Average Home Market Value	\$ 841,649	\$ 800,000	
EAV	280,550	266,667	
EAV X Tax Rate/100	\$ 3,394	\$ 3,271	\$ 123 3.76%

This is the impact projected on an average existing home.

This represents 19.6% (City) and 3.1% (Library) of the entire tax bill.

(Impacts on individual properties may differ.)

TAX LEVY 2017-2018

AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR ALL CORPORATE PURPOSES AND FOR THE PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST, COUNTY OF LAKE AND STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING MAY 1, 2017 AND ENDING APRIL 30, 2018,

WHEREAS, because of legal requirements relating to pension funding, the City is required to increase its annual levy to responsibly meet these obligations; and

WHEREAS, because of uncertainties relating to actual and potential Statewide legislation affecting revenue and tax issues for all municipalities, the City is unable to plan with any levy of predictability, which creates a bona fide emergency beyond the City's control for purposes of fiscal planning; and

WHEREAS, due to these legal requirements and bona fide emergency, the City is required to increase its annual tax levy at levels exceeding the levels set forth in the "tax cap" law,

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST, COUNTY OF LAKE AND STATE OF ILLINOIS:

SECTION 1: That the Annual Appropriation Bill, an ordinance making appropriation for the corporate purposes of The City of Lake Forest and the objects and purposes stated therein according to the departments, and other separate agencies, and for the Public Schools of The City of Lake Forest, County of Lake and State of Illinois, for the fiscal year commencing May 1, 2017 and ending April 30, 2018 was duly passed the 17th of July, 2017 and thereafter published in pamphlet form as provided by law, which ordinance by reference thereto is hereby made a part of hereof.

SECTION 2: That the sum of sixty-two million, five hundred twenty-four thousand ninety-eight dollars (\$62,524,098) having heretofore legally appropriated for all corporate purposes of The City of Lake Forest and for the Public Schools of The City of Lake Forest, County of Lake and State of Illinois, to be collected from the taxes levied for the fiscal year commencing May 1, 2017 and ending April 30, 2018 be and same hereby is levied against all property subject to taxation with The City of Lake Forest as the same is assessed and equalized for State and County purposes for the said fiscal year.

That the purposes for which the said amount of sixty-two million, five hundred twenty-four thousand, ninety-eight dollars (\$62,524,098) hereto appropriated and hereby levied, respectively are as follows, to wit:

<u>GENERAL FUND</u>	<u>Appropriation</u>	<u>Tax Levy 2017-2018</u>
<u>General Government</u>		
Salaries and Benefits	\$ 2,464,661	\$ 1,570,830
Supplies/Other Services and Charges	5,425,375	\$ 3,457,814
Contingency - to meet expenses of emergencies and optional expenses not otherwise provided for	3,343,844	-
TOTAL GENERAL GOVERNMENT	\$ 11,233,880	\$ 5,028,644
 <u>Legal</u>		
Contractual Services	\$ 450,000	\$ 287,349
TOTAL LAW	\$ 450,000	\$ 287,349

	<u>Appropriation</u>	<u>Tax Levy 2017-2018</u>
<u>Community Development</u>		
Salaries and Benefits	\$ 1,423,489	\$ -
Supplies/Other Services and Charges	174,987	-
Capital Equipment	-	-
		-
TOTAL COMMUNITY DEVELOPMENT	\$ 1,598,476	\$ -
<u>Public Works Administration</u>		
Salaries and Benefits	\$ 353,428	345,643
Supplies/Other Services and Charges	87,307	85,384
	-	
TOTAL PUBLIC WORKS ADMINISTRATION	\$ 440,735	\$ 431,027
<u>Public Buildings</u>		
Building Maintenance Administration		
Salaries and Benefits	\$ 777,328	370,465
Supplies/Other Services and Charges	730,010	347,913
TOTAL PUBLIC BUILDINGS	\$ 1,507,338	\$ 718,378
<u>Streets</u>		
Salaries and Benefits	\$ 895,876	\$ -
Supplies/ Other Service and Charges	823,439	-
TOTAL STREETS	\$ 1,719,315	\$ -
<u>Sanitation</u>		
Salaries and Benefits	\$ 1,103,989	\$ 738,765
Supplies/ Other Service and Charges	1,043,055	697,990
TOTAL SANITATION	\$ 2,147,044	\$ 1,436,755
<u>Storm Sewers</u>		
Salaries and Benefits	\$ 114,668	\$ 100,558
Supplies/ Other Service and Charges	49,168	43,118
TOTAL STORM SEWERS	\$ 163,836	\$ 143,676
<u>Engineering</u>		
Salaries and Benefits	\$ 495,453	\$ 237,210
Supplies/ Other Service and Charges	104,729	50,141
TOTAL ENGINEERING	\$ 600,182	\$ 287,351

<u>Fire</u>	<u>Appropriation</u>	<u>Tax Levy 2017-2018</u>
Fire Administration		
Salaries and Benefits	\$ 4,438,863	2,334,639
Supplies/ Other Service and Charges	334,668	176,020
Capital Equipment	-	-
Sub-Total	<u>\$ 4,773,531</u>	<u>\$ 2,510,659</u>
Emergency Medical Services		
Supplies/ Other Service and Charges	\$ 35,550	18,698
Sub-Total	<u>\$ 35,550</u>	<u>\$ 18,698</u>
Fire Suppression		
Supplies/ Other Service and Charges	\$ 108,000	56,803
Sub-Total	<u>\$ 108,000</u>	<u>\$ 56,803</u>
TOTAL FIRE	<u>\$ 4,917,081</u>	<u>\$ 2,586,160</u>
<u>Police</u>		
Salaries and Benefits	\$ 5,997,173	\$ 2,912,754
Supplies/ Other Service and Charges	1,102,476	535,459
TOTAL POLICE	<u>\$ 7,099,649</u>	<u>\$ 3,448,213</u>
TOTAL AMOUNT APPROPRIATED FROM GENERAL FUND	<u>\$ 31,877,536</u>	<u>\$ 14,367,553</u>
Less: Total amount appropriated from other sources other than Tax Levy	17,509,983	
Sub-Total		14,367,553
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR GENERAL FUND		<u>\$ 14,367,553</u>
<u>ILLINOIS MUNICIPAL RETIREMENT AND SOCIAL SECURITY</u>		
For ILLINOIS MUNICIPAL RETIREMENT and SOCIAL SECURITY (Excludes Water and Sewer Department, Fleet, Deerpath Golf Course, Cemetery Commission and School District 67)		
General Fund - IMRF	\$ 903,378	\$ 599,023
General Fund - Social Security	636,245	599,023
Parks and Recreation Fund - IMRF	373,972	278,117
Parks and Recreation Fund - Social Security	333,113	278,117
	-	
TOTAL AMOUNT APPROPRIATED FROM ILLINOIS MUNICIPAL RETIREMENT AND SOCIAL SECURITY	<u>\$ 2,246,708</u>	<u>\$ 1,754,280</u>
Less: Total amount appropriated from other sources other than Tax Levy	492,428	
Sub-Total		1,754,280
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR ILLINOIS MUNICIPAL RETIREMENT AND SOCIAL SECURITY		<u>\$ 1,754,280</u>

FIREFIGHTERS'S PENSION FUND

	<u>Appropriation</u>	<u>Tax Levy 2017-2018</u>
Other Services and Charges	\$ 2,461,902	\$ 1,455,855
Contingency to meet expenses for emergencies and expenses not otherwise provided for	254,800	-
TOTAL AMOUNT APPROPRIATED FOR PAYMENT TO THE FIREFIGHTERS'S PENSION FUND	\$ 2,716,702	\$ 1,455,855
Less: Total amount appropriated from other sources other than Tax Levy	1,260,847	
Sub-Total		1,455,855
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE FIREFIGHTERS'S PENSION FUND		\$ 1,455,855
Other Services and Charges	\$ 86,098	\$ 86,098
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE FIREFIGHTERS'S PENSION FUND LAW PA 93-0869	\$ 86,098	\$ 86,098

POLICE PENSION FUND

Other Services and Charges	\$ 2,870,000	\$ 2,105,888
Contingency to meet expenses for emergencies and expenses not otherwise provided for	287,000	-
TOTAL AMOUNT APPROPRIATED FOR PAYMENT TO THE POLICE PENSION FUND	\$ 3,157,000	\$ 2,105,888
Less: Total amount appropriated from other sources other than Tax Levy	1,051,112	
Sub-Total		2,105,888
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE POLICE PENSION FUND		\$ 2,105,888

PARKS AND RECREATION FUND**Parks and Forestry**

Administration		
Salaries and Benefits	\$ 2,044,198	\$ 1,925,315
Supplies/ Other Service and Charges	639,831	602,621
Capital Equipment	150,000	141,277
Sub-Total	\$ 2,834,029	\$ 2,669,212
Grounds Maintenance		
Supplies/ Other Service and Charges	\$ 299,800	\$ 282,365
Sub-Total	\$ 299,800	\$ 282,365

	<u>Appropriation</u>	<u>Tax Levy 2017-2018</u>
<u>Athletic Field Plg/Tennis</u>		
Supplies/ Other Service and Charges	\$ 70,000	\$ 65,929
Sub-Total	<u>\$ 70,000</u>	<u>\$ 65,929</u>
 <u>Lake Front Facilities</u>		
Supplies/ Other Service and Charges	\$ 30,000	\$ 28,255
Sub-Total	<u>\$ 30,000</u>	<u>\$ 28,255</u>
 <u>Tree Trimming</u>		
Supplies/ Other Service and Charges	\$ 37,250	\$ 35,084
Sub-Total	<u>\$ 37,250</u>	<u>\$ 35,084</u>
 <u>Tree Removal</u>		
Supplies/ Other Service and Charges	\$ 16,500	\$ 15,540
Sub-Total	<u>\$ 16,500</u>	<u>\$ 15,540</u>
 <u>Insect & Disease</u>		
Supplies/ Other Service and Charges	\$ 19,000	\$ 17,895
Sub-Total	<u>\$ 19,000</u>	<u>\$ 17,895</u>
 <u>Tree & Shrub Planting/Care</u>		
Supplies/ Other Service and Charges	\$ 10,500	\$ 9,889
Sub-Total	<u>\$ 10,500</u>	<u>\$ 9,889</u>
 TOTAL PARKS AND FORESTRY SECTION	 <u>\$ 3,317,079</u>	 <u>\$ 3,124,170</u>
 <u>Recreation</u>		
<u>Recreation Programs</u>		
Salaries and Benefits	\$ 3,019,857	\$ 790,241
Supplies/ Other Service and Charges	2,183,966	\$ 571,503
Capital Equipment	-	\$ -
Sub-Total	<u>\$ 5,203,823</u>	<u>\$ 1,361,744</u>
 Parks Equipment Reserve	160,000	\$ 41,869
Recreation and Parks Specific Purpose	125,000	\$ 125,000
Contingency to meet expenses of emergencies and expenses not otherwise provided for	951,299	-
TOTAL RECREATION SECTION	<u>\$ 6,440,122</u>	<u>\$ 1,528,613</u>
 TOTAL AMOUNT APPROPRIATED FROM THE PARKS AND RECREATION FUND	 9,757,201	
 Less: Total amount appropriated from other sources other than Tax Levy	 8,228,588	
Sub-Total		4,652,783
 TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE PARKS AND RECREATION FUND		 <u>\$ 4,652,783</u>

	<u>Appropriation</u>	<u>Tax Levy 2017-2018</u>
Special Recreation		
Salaries and Benefits	\$ 38,551	\$ 38,551
Supplies/Other Services and Charges	280,439	280,439
Capital Improvements	146,050	146,050
Contingency to meet expenses of emergencies and operational expenses not otherwise provided for	46,504	-
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR SPECIAL RECREATION	\$ 511,544	\$ 465,040

Capital Improvements Fund

Supplies/Other Services and Charges	6180	
Capital Equipment	1,072,730	816,750
Capital Improvements	5,873,904	
Contingency to meet expenses of emergencies and capital improvements not otherwise provided for	695,281	
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR CAPITAL IMPROVEMENTS	\$ 7,648,095	\$ 816,750

PUBLIC LIBRARY FUND

Library Services

Salaries and Benefits	\$ 2,400,410	\$ 2,385,711
Supplies/Other Services and Charges	1,060,386	1,053,893
Contingency to meet expenses of emergencies and operational expenses not otherwise provided for	105,104	-
Total Lake Forest Public Library - General	\$ 3,565,900	\$ 3,439,604
Less: Total amount appropriated from other sources other than Tax Levy	126,296	
Sub-Total		3,439,604

TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE LAKE FOREST PUBLIC LIBRARY - GENERAL

\$ 3,439,604

Social Security and IMRF

Social Security	\$ 141,397	\$ 114,706
Illinois Municipal Retirement Fund (IMRF)	240,282	114,706
Total Lake Forest Public Library - Social Security and IMRF	\$ 381,679	\$ 229,412
Less: Total amount appropriated from other sources other than Tax Levy	152,267	
Sub-Total		229,412

TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE LAKE FOREST PUBLIC LIBRARY - SOCIAL SECURITY AND IMRF

\$ 229,412

Library Building

Salaries and Benefits	\$ 143,564	\$ 113,771
Supplies/Other Services and Charges	185,000	146,609
Sub-Total	\$ 328,564	260,380

	<u>Appropriation</u>	<u>Tax Levy</u> <u>2017-2018</u>
Capital Equipment	\$ 80,000	\$ 63,398
Capital Improvements	100,000	79,248
Sub-Total	<u>\$ 180,000</u>	<u>\$ 142,646</u>
 Total Lake Forest Public Library Building Maintenance and Repair (Sites and Building)	 \$ 508,564	 \$ 403,026
	<u></u>	<u></u>
Less: Total amount appropriated from other sources other than Tax Levy	105,538	
Sub-Total		403,026
 TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE LAKE FOREST PUBLIC LIBRARY - BUILDING MAINTENANCE AND REPAIR		 <u>\$ 403,026</u>
 <u>Public Schools THE CITY OF LAKE FOREST</u> <u>School District No. 67**</u>		
From the Educational Fund	\$ 29,215,438	\$ 24,245,455
From the Operations, Building and Maintenance Fund	10,255,725	6,831,497
From the Capital Projects Fund	7,467,649	-
From the Illinois Municipal Retirement Fund	414,440	351,761
From the Social Security Fund	414,439	496,590
From the Transportation Fund	1,169,560	822,506
TOTAL AMOUNT APPROPRIATED FOR PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST (School District No. 67)	<u>\$ 48,937,251</u>	<u>\$ 32,747,809</u>
 TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST (School District 67)		 <u>\$ 32,747,809</u>

	<u>Appropriation</u>	<u>Tax Levy 2017-2018</u>
<u>Summary of the Amounts Appropriated From the the Several Funds</u>		
General	\$ 31,877,536	\$ 14,367,553
Illinois Municipal Retirement Fund (IMRF)	1,277,350	877,140
Social Security	969,358	877,140
Firefighters's Pension	2,716,702	1,455,855
Firefighters's Pension law PA 93-0869	86,098	86,098
Police Pension	3,157,000	2,105,888
Sub-Total	<u>\$ 40,084,044</u>	<u>\$ 19,769,674</u>
Parks and Recreation	\$ 9,757,201	\$ 4,652,783
Special Recreation	511,544	465,040
Capital Improvements	7,648,095	816,750
Public Library	3,565,900	3,439,604
Public Library - Social Security	141,397	114,706
Public Library - IMRF	240,282	114,706
Public Library - Sites and Building	508,564	403,026
Sub-Total	<u>\$ 22,372,983</u>	<u>\$ 10,006,615</u>
<u>The City of Lake Forest School District No. 67 ***</u>		
Educational	\$ 29,215,438	\$ 24,245,455
Operations, Building and Maintenance	\$ 10,255,725	\$ 6,831,497
Capital Projects Fund	\$ 7,467,649	\$ -
Illinois Municipal Retirement Fund	\$ 414,440	\$ 351,761
Social Security	\$ 414,439	\$ 496,590
Transportation	\$ 1,169,560	\$ 822,506
Sub-Total	<u>\$ 48,937,251</u>	<u>\$ 32,747,809</u>
GRAND TOTAL	<u>\$ 111,394,278</u>	<u>\$ 62,524,098</u>

***** The City of Lake Forest School District No. 67
will be holding a special meeting and these
tax levy numbers could change.**

Section 3: Severability. If any provision of this Ordinance is declared unconstitutional, invalid, or otherwise unenforceable by a court of competent jurisdiction, then that provision shall be deemed severed from this Ordinance and the remainder of this Ordinance shall remain in full force and effect.

Section 4: The City Clerk of The City of Lake Forest is hereby directed to file a certified copy of this ordinance with the County Clerk of Lake County in the State of Illinois as required by law.

Section 5: This ordinance shall be in force and effect ten (10) days after its passage, approval and publication.

PASSED THIS ____ day of _____, 2017

City Clerk

APPROVED THIS ____ day of _____, 2017

Mayor

ATTEST:

City Clerk

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

AN ORDINANCE

ABATING A PORTION OF THE TAX BEING LEVIED IN 2017
FOR THE ANNUAL PAYMENT OF THE PRINCIPAL AND INTEREST
ON THE TAXABLE GENERAL OBLIGATION BONDS, SERIES 2010-B BOND ISSUE
(RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS-DIRECT PAYMENT)

WHEREAS, the City Council of The City of Lake Forest, Lake County, Illinois, did on the 19th day of April, 2010 authorize the issuance of Taxable General Obligation Bonds, Series 2010-B (Recovery Zone Economic Development Bonds – Direct Payment) in the amount of \$3,000,000 for the purpose of financing capital improvements and provided for the levy and collection of a direct annual tax for the payment of the principal and interest of said bonds; and

WHEREAS, the City has funds in the Taxable General Obligation Bonds, Series 2010-B Bond Fund from payments from the U.S. Treasury; and

WHEREAS, The City of Lake Forest has on hand, sufficient funds to pay a portion of the tax levied for the annual payment of the principal and interest on the Taxable General Obligation Bonds, Series 2010-B Bond Issue (Recovery Zone Economic Development Bonds- Direct Payment) due in fiscal year commencing May 1, 2018, therefore a portion of the levy of the tax provided in the original bond ordinance passed April 19, 2010, a copy of which was filed in the Office of the County Clerk is unnecessary;

NOW, THEREFORE, BE IT ENACTED by the City Council of The City of Lake Forest as follows:

SECTION 1: That the County Clerk of Lake County, Illinois, is hereby authorized and directed to abate a portion of the 2017 Tax Levy of \$72,385.31 hitherto provided for and levied in the ordinance providing for the issuance of \$3,000,000 Taxable General Obligation Bonds, Series 2010-B (Recovery Zone Economic Development Bonds – Direct Payment) of The City of Lake Forest, Lake County, Illinois passed April 19, 2010.

SECTION 2: That this ordinance shall be in full force and effect from and after its approval and publication as required by law.

PASSED THIS _____ day of _____, 2017

City Clerk

APPROVED THIS _____ day of _____, 2017

Mayor

ATTEST:

City Clerk

2010-B

AN ORDINANCE

ABATING A PORTION OF THE TAX BEING LEVIED IN 2017
FOR THE ANNUAL PAYMENT OF THE PRINCIPAL AND INTEREST
ON THE TAXABLE GENERAL OBLIGATION BONDS, SERIES 2010-C BOND ISSUE
(BUILD AMERICA BONDS-DIRECT PAYMENT)

WHEREAS, the City Council of The City of Lake Forest, Lake County, Illinois, did on the 19th day of April, 2010 authorize the issuance of Taxable General Obligation Bonds, Series 2010-C (Build America Bonds-Direct Payment) in the amount of \$5,425,000 for the purpose of financing capital improvements and provided for the levy and collection of a direct annual tax for the payment of the principal and interest of said bonds; and

WHEREAS, the City has funds in the Taxable General Obligation Bonds, Series 2010-C Bond Fund from payments from the U.S. Treasury; and

WHEREAS, The City of Lake Forest has on hand, sufficient funds to pay a portion of the tax levied for the annual payment of the principal and interest on the Taxable General Obligation Bonds, Series 2010-C Bond Issue (Build America Bonds- Direct Payment) due in fiscal year commencing May 1, 2018, therefore a portion of the levy of the tax provided in the original bond ordinance passed April 19, 2010, a copy of which was filed in the Office of the County Clerk is unnecessary;

NOW, THEREFORE, BE IT ENACTED by the City Council of The City of Lake Forest as follows:

SECTION 1: That the County Clerk of Lake County, Illinois, is hereby authorized and directed to abate a portion of the 2017 Tax Levy of \$76,870.68 hitherto provided for and levied in the ordinance providing for the issuance of \$5,425,000 Taxable General Obligation Bonds, Series 2010-C (Build America Bonds – Direct Payment) of The City of Lake Forest, Lake County, Illinois passed April 19, 2010.

SECTION 2: That this ordinance shall be in full force and effect from and after its approval and publication as required by law.

PASSED THIS _____ day of _____, 2017

City Clerk

APPROVED THIS _____ day of _____, 2017

Mayor

ATTEST:

City Clerk

2010-C

AN ORDINANCE

ABATING THE TOTAL TAX BEING LEVIED IN 2017
FOR THE ANNUAL PAYMENT OF THE PRINCIPAL AND INTEREST
ON THE 2011 GENERAL OBLIGATION SERIES 2011-A REFUNDING BOND ISSUE

WHEREAS, the City Council of The City of Lake Forest, Lake County, Illinois, did on the 6th day of September, 2011 authorize the issuance of General Obligation Series 2011-A Refunding Bonds in the amount of \$2,415,000 for the purpose of currently refunding certain maturities of the City's outstanding General Obligation Bonds, Series 1999, 2003C and 2003D and provided for the levy and collection of a direct annual tax for the payment of the principal and interest of said bonds; and

WHEREAS, the City has funds in the 2011 General Obligation Series 2011-A from sufficient revenues collected from the City owned waterworks and sewerage system; and

WHEREAS, The City of Lake Forest has on hand, sufficient funds to pay the total tax levied for the annual payment of the principal and interest on the 2011 General Obligation Series 2011-A Refunding Bond Issue due in fiscal year commencing May 1, 2018, therefore the total levy of the tax provided in the original bond ordinance passed September 6, 2011, a copy of which was filed in the Office of the County Clerk is unnecessary;

NOW, THEREFORE, BE IT ENACTED by the City Council of The City of Lake Forest as follows:

SECTION 1: That the County Clerk of Lake County, Illinois, is hereby authorized and directed to abate the total 2017 Tax Levy of \$139,975 hitherto provided for and levied in the ordinance providing for the issuance of \$2,415,000 General Obligation Series 2011-A Refunding Bonds of The City of Lake Forest, Lake County, Illinois passed September 6, 2011.

SECTION 2: That this ordinance shall be in full force and effect from and after its approval and publication as required by law.

PASSED THIS _____ day of _____, 2017

City Clerk

APPROVED THIS _____ day of _____, 2017

Mayor

ATTEST:

City Clerk

2011A

AN ORDINANCE

ABATING THE TOTAL TAX BEING LEVIED IN 2017
FOR THE ANNUAL PAYMENT OF THE PRINCIPAL AND INTEREST
ON THE 2011 GENERAL OBLIGATION SERIES 2011-B REFUNDING BOND ISSUE

WHEREAS, the City Council of The City of Lake Forest, Lake County, Illinois, did on the 6th day of September, 2011 authorize the issuance of General Obligation Series 2011-B Refunding Bonds in the amount of \$24,825,000 for the purpose of advance refunding certain maturities of the City's outstanding General Obligation Bonds, Series 2002A, Series 2004A and Series 2004B and provided for the levy and collection of a direct annual tax for the payment of the principal and interest of said bonds; and

WHEREAS, the City has funds in the 2011 General Obligation Series 2011-B from sufficient revenues collected from the waterworks and sewerage system, the City's golf fees and the City's sales tax; and

WHEREAS, The City of Lake Forest has on hand, sufficient funds to pay the total tax levied for the annual payment of the principal and interest on the 2011 General Obligation Series 2011-B Refunding Bond Issue due in fiscal year commencing May 1, 2018, therefore the total levy of the tax provided in the original bond ordinance passed September 6, 2011, a copy of which was filed in the Office of the County Clerk is unnecessary;

NOW, THEREFORE, BE IT ENACTED by the City Council of The City of Lake Forest as follows:

SECTION 1: That the County Clerk of Lake County, Illinois, is hereby authorized and directed to abate the total 2017 Tax Levy of \$2,676,750.00 hitherto provided for and levied in the ordinance providing for the issuance of \$24,825,000 General Obligation Series 2011-B Refunding Bonds of The City of Lake Forest, Lake County, Illinois passed September 6, 2011.

SECTION 2: That this ordinance shall be in full force and effect from and after its approval and publication as required by law.

PASSED THIS _____ day of _____, 2017

City Clerk

APPROVED THIS _____ day of _____, 2017

Mayor

ATTEST:

City Clerk

2011B

AN ORDINANCE

ABATING A PORTION OF THE TAX BEING LEVIED IN 2017
FOR THE ANNUAL PAYMENT OF THE PRINCIPAL AND INTEREST
ON THE GENERAL OBLIGATION BONDS, SERIES 2015 BOND ISSUE

WHEREAS, the City Council of The City of Lake Forest, Lake County, Illinois, did on the 3rd day of August, 2015 authorize the issuance of General Obligation Bonds, Series 2015 in the amount of \$9,780,000 for the purpose of financing capital improvements and provided for the levy and collection of a direct annual tax for the payment of the principal and interest of said bonds; and

WHEREAS, the City has funds in the General Obligation Bonds, Series 2015 Bond Fund from sources other than property taxes; and

WHEREAS, The City of Lake Forest has on hand, sufficient funds to pay a portion of the tax levied for the annual payment of the principal and interest on the General Obligation Bonds, Series 2015 due in fiscal year commencing May 1, 2018, therefore a portion of the levy of the tax provided in the original bond ordinance passed August 3, 2015, a copy of which was filed in the Office of the County Clerk is unnecessary;

NOW, THEREFORE, BE IT ENACTED by the City Council of The City of Lake Forest as follows:

SECTION 1: That the County Clerk of Lake County, Illinois, is hereby authorized and directed to abate a portion of the 2017 Tax Levy of \$239,312.50 hitherto provided for and levied in the ordinance providing for the issuance of \$9,780,000 General Obligation Bonds, Series 2015 of The City of Lake Forest, Lake County, Illinois passed August 3, 2015.

SECTION 2: That this ordinance shall be in full force and effect from and after its approval and publication as required by law.

PASSED THIS _____ day of _____, 2017

City Clerk

APPROVED THIS _____ day of _____, 2017

Mayor

ATTEST:

City Clerk

2015

THE CITY OF LAKE FOREST

RESOLUTION NO. 2017-R-_____

**A RESOLUTION APPROVING LAKE FOREST PRESERVATION
FOUNDATION DEMONSTRATION PROJECT AGREEMENT
(East Train Station)**

WHEREAS, The City of Lake Forest leases certain improved real property commonly known as East Train Station; and

WHEREAS, the Lake Forest Foundation for Historic Preservation ("**LFPF**") desires to showcase the lobby of the East Train Station by restoring certain historic elements to the lobby; and

WHEREAS, pursuant to its home rule authority, the City Council of The City of Lake Forest has determined that it is in the best interest of the City and its residents to approve a "Lake Forest Foundation for Historic Preservation Project Agreement (East Train Station)" in substantially the form attached hereto as Exhibit 1 (the "**Agreement**"), for purposes of allowing the LFPF to enhance certain elements of the Train Station lobby to reflect the historic character of the Train Station in furtherance of the LFPF's mission, all as more fully set forth in such Agreement;

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

Section 1. Recitals. The foregoing recitals are incorporated into this Resolution as findings of the City Council.

Section 2. Approval and Authorizations of Agreement. The City Council hereby approves the Agreement in substantially the form attached hereto as Exhibit 1. The City Manager and Deputy City Clerk are hereby authorized and directed to execute and attest the Agreement on behalf of the City, but only after the LFPF has executed and delivered the Agreement to the City.

Section 4. Effective Date. This Resolution is effective on and after its passage and approval.

PASSED this _____ day of _____ 20__.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 20__

Mayor

ATTEST:

Clerk

EXHIBIT 1

Agreement

**LAKE FOREST PRESERVATION FOUNDATION
DEMONSTRATION PROJECT AGREEMENT
(East Train Station)**

This **DEMONSTRATION PROJECT AGREEMENT (East Train Station)** (the "**Agreement**") is entered into by and between **THE CITY OF LAKE FOREST**, an Illinois home rule and special charter municipal corporation (the "**City**"), and the **LAKE FOREST FOUNDATION FOR HISTORIC PRESERVATION**, an Illinois not-for-profit corporation organized pursuant to Illinois law (the "**Corporation**") (collectively, the City and Corporation shall hereinafter be referred to as the "**Parties**"), and for and in consideration of the promises and agreements herein set forth, the receipt and sufficiency of which are hereby mutually acknowledged, agree on this _____ day of _____, 201__ as follows:

SECTION 1: Background.

A. The City has entered into a lease (the "**Lease**") with the Union Pacific Railroad (the "**Owner**") relating to certain property located between Western Avenue and McKinley Road and north of Deerpath Road in Lake Forest, Illinois (the "**Railroad Property**").

B. The Railroad Property is improved with, and is actively used as, a train station serving commuters between Kenosha, Wisconsin and Chicago, Illinois (the "**Train Station**").

C. The City is completing improvements to the Train Station to preserve its functionality (the "**Pending Project**").

D. The Corporation's mission includes the preservation of the historic visual character of Lake Forest, and to this end desires to enhance certain elements of the Train Station lobby to reflect the historic character of the Train Station as generally described in Exhibit A to this Agreement (the "**Demonstration Project**"). Undertaking and completing the Demonstration Project at the heavily utilized and highly visible Train Station will further the mission of the Corporation and encourage historic preservation activities in and around Lake Forest.

E. The City does not consider the Demonstration Project as being a matter of public necessity nor as a requirement for the functionality of the Train Station. Additionally, none of the elements of the Demonstration Project are part of the Pending Project and will not materially impact the City's efforts to complete the Pending Project.

F. The City has no objection to allowing the Corporation to implement its Demonstration Project at the Train Station, subject to the terms and conditions of this Agreement.

SECTION 2: Preparation and Approval of Demonstration Project Plans.

A. Preparation of Plans. The Corporation will cause to be prepared at its sole cost all plans, specifications, and related documents for purposes of undertaking and completing the Demonstration Project (the "**Demonstration Project Plans**"). The Demonstration Project Plans shall also include an engineer's estimate of probable costs or equivalent (the "**Cost Estimate**") and an implementation schedule (a "**Schedule**"); provided, however, that the Demonstration

Project shall be completed on or before 1 May 2018, unless a later date approved in writing by the City Manager.

B. Review of Demonstration Project Plans; Permitting.

1. Following preparation of the Demonstration Project Plans, the Corporation shall submit the Demonstration Project Plans to the City for review by the City staff. The City staff shall identify any deficiencies in the Demonstration Project Plans, under the standards set forth in the immediately following sentence, and cooperate with the Corporation in addressing such deficiencies. Upon the City staff being satisfied that the Demonstration Project Plans satisfy all applicable codes and regulations and are otherwise consistent with the City Code and the Lease, and upon (i) concurrence of the City staff that the Cost Estimate is a reasonable calculation of the cost to implement the Demonstration Project Plans, and (ii) the delivery by the Corporation of evidence reasonably satisfactory to the City Manager that the Corporation has the funds available to pay in full all costs associated with the Demonstration Project, the City staff shall issue the necessary permits to the Corporation for the Demonstration Project. Alternatively, the Corporation may submit evidence of satisfactory financial security in the form of a performance and payment bond, letter of credit, or cash escrow to ensure the completion of the work identified in the Demonstration Project Plans (the "**Security**").

2. In the event that the Demonstration Project Plans and Security are not approved by the City, or approved subject to conditions unacceptable to the Corporation, the Corporation may notify the City in writing of the Corporation's intent to proceed no further with the implementation of the Demonstration Project, in which case this Agreement shall be terminated as provided in this Agreement.

3. In light of the not-for-profit status of the Corporation and the fact that the Demonstration Project is in furtherance of enhancing the Property, the City agrees to waive all permit and inspection fees relating to the Demonstration Project Work, provided that the approved Security is posted.

C. Coordination of Work. Nothing herein shall prevent the City from requiring the Corporation to modify the Schedule and defer commencement of work to implement the approved Demonstration Project Plans (the "**Demonstration Project Work**") if the City determines in its reasonable judgment that the Demonstration Project Work will interfere with the progress of the Pending Project. In order to ensure proper coordination of the Pending Project and the Demonstration Project Work, the Corporation and any Demonstration Project Contractor (as hereinafter defined) shall meet with City representatives at least bi-weekly at a time and place as designated by the City.

SECTION 3: Permits.

A. City Permits. Following approval of the Demonstration Project Plans by the City Council and approval of the Security as provided in Section 2.B of this Agreement, the City shall issue such permits as are necessary and warranted based upon the approved Demonstration Project Plans.

B. Other Permits and Approvals. In addition to the permits to be issued by the City, the Corporation shall be responsible for securing all other applicable permits and approvals necessary in connection with the Demonstration Project Work.

SECTION 4: Contractors. In light of the City's leasehold interest under the Lease, the City has an interest in assuring that qualified workers and entities perform the Demonstration Project Work. Accordingly, following the approvals described in Sections 2 and 3 of this Agreement, the Corporation shall enter into an appropriate contract or contracts to undertake the Demonstration Project Work; provided, however, before entering into such contract(s), the Corporation shall submit the names and qualifications of the contractor(s) (the "***Demonstration Project Contractor***") and the terms of the proposed contract (the "***Demonstration Project Contract***") to the City Manager (or the Manager's designee) for approval, which approval shall not be unreasonably withheld. Nothing in this Agreement shall prevent the Corporation from (a) seeking the City's approval of the Demonstration Project Contractor through a pre-qualification process of prospective contractors, or (b) seeking the City's approval of the form of the Demonstration Project Contract prior to final selection of a Demonstration Project Contractor. Subject to the City's ultimate authority to approve the Demonstration Project Contractor and Demonstration Project Contract, the City shall promptly notify the Corporation of any objections to such contractor or contract and the bases therefor, and the parties agree to meet and confer to address or resolve such objections. The Demonstration Project Contract shall include a provision allowing the City, in its discretion, to assume such contract in the event that the Corporation seeks to abandon the Demonstration Project Work.

SECTION 5: Contractor and Subcontractor Bonds. The Corporation shall cause the Demonstration Project Contractor to provide to the Corporation a performance and payment bond in the amount of 110% of the value of the contract for the Demonstration Project Work. Such bonds shall be in a form reasonable satisfactory to the City, and such bonds shall name the City as a co-beneficiary of the bond. The Security provided by the Corporation to the City may be reduced pro rata based on the amount of the performance and payment bonds provided by one or more Demonstration Project Contractor.

SECTION 6: Insurance. Before commencing any Demonstration Project Work, the Corporation will obtain and maintain throughout the course of such work adequate insurance, as set forth in Exhibit B, with the City as an additional insured. All policies of insurance shall be in a form approved by the City Attorney, and certificates of those policies shall be deposited with the City prior to the commencement of any such work. Upon request, the City may request the Corporation to provide current evidence of insurance as herein provided. The Corporation may cause the insurance required pursuant to this Section 6 to be provided on its behalf by one or more Demonstration Project Contractor, provided that the standards set forth in this Section and Exhibit B are satisfied.

SECTION 7: Indemnifications. The Corporation shall indemnify, save harmless, and defend the City (including its officers, officials, employees, agents, attorneys, consultants, and representatives) against all damages, liability, claims, losses, penalties, fines, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with the Corporation's performance of, or failure to perform, the Demonstration Project Work, or any part thereof, in accordance with the terms of this Agreement.

SECTION 8: Compliance with Laws. The Corporation agrees that it shall be required to comply (and to cause any of its subcontractors to comply) with all applicable requirements of the Lease and applicable federal, state, and local laws in connection with the Demonstration Project Work.

SECTION 9: Completion and Acceptance of Work. The City shall have the right to inspect all or any part of the Demonstration Project Work and to reject all or any part of any of such

work that is, in the City's judgment, defective or damaged or that in any way fails to conform strictly to the approved plans and the requirements of this Agreement. The City, without limiting its other rights or remedies, may require correction or replacement at the Corporation's cost, may perform or have performed all actions necessary to complete or correct all or any part of the Demonstration Project Work that is defective, damaged, or nonconforming and charge the Corporation with any excess cost incurred thereby, or cancel all or any part of any order or this Agreement (which cancellation is subject to the provisions of Section 11 of this Agreement). Demonstration Project Work so rejected may be returned or held at the Corporation's expense and risk.

SECTION 10: Ownership of Demonstration Project Work; License.

A. Ownership. The parties acknowledge and agree that the Corporation desires to undertake the Demonstration Project Work for the purposes of promoting its mission regarding the desirability and attainability of preservation activities affecting historic sites. As such, the Parties:

- (a) acknowledges that the Corporation shall be the owner of Demonstration Project Work; and
- (b) acknowledge and agree that the Demonstration Project Work shall, upon satisfactory completion, be fixtures of the Train Station and therefore will be incorporated into the Railroad Property.

B. License. The City grants to the Corporation and the Demonstration Project Contractor a license to enter upon the Railroad Property for purposes of undertaking the Demonstration Project Work in accordance with the approvals granted by the City therefor and in compliance with the Lease and all applicable City ordinances, codes, regulations, and approvals.

SECTION 11: Termination.

A. Termination for Failure to Perform Satisfactorily. In the event that the City determines that the Corporation is not performing the Demonstration Project Work in a manner consistent with the requirements of this Agreement, the City shall notify the Corporation in writing of such deficiency or deficiencies (a "**Deficiency Notice**"). Upon issuance of such Deficiency Notice, (i) the Parties shall meet and confer in an effort to resolve any disagreement regarding the requirements of this Agreement and the performance of the Corporation; and (ii) the Corporation shall make efforts to cure each such deficiency. If, within 30 days after the issuance of the Deficiency Notice (or such longer period of time as the City may permit), the Parties fail to resolve any disagreement and the Corporation fails to cure such deficiency or deficiencies, the City (i) may terminate this Agreement and all of the Corporation's interests arising from this Agreement, (ii) may assume any contract relating to the Demonstration Project Work, and (iii) shall have the right to assume ownership and control of all Security, work, equipment, and materials relating to the Demonstration Project Work.

B. Termination Upon Completion. Upon satisfactory completion of all Demonstration Project Work, the Corporation's license rights under this Agreement shall expire, and all interests that the Corporation might have in the Demonstration Project Work shall be deemed conveyed to the Owner as a gift.

SECTION 12: No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement and the City is not to be deemed a subcontractor, partner, or agent of the Corporation.

SECTION 13: Notices. All notices herein required shall be in writing and shall be served on the parties at the following addresses:

The City:

The City of Lake Forest
220 E. Deerpath
Lake Forest IL 60045
Attn: Robert R. Kiely, Jr., City Manager
E-mail: kielyr@cityoflakeforest.com

The Corporation:

E-mail: _____

All notices and other communications in connection with this Agreement shall be deemed delivered to the addressee thereof when delivered in person or by express mail or messenger at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively. Notices or communications may also be e-mailed and shall be deemed delivered either (i) when received and documented by a receipt successful transmission, or (ii) when sent provided that a copy is also mailed or delivered in person or by express mail.

By notice complying with the foregoing requirements of this Section 13, each party shall have the right to change the addressees or addresses or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

SECTION 14: Remedies. The Parties shall have all rights and remedies available under law to cause the performance of this Agreement.

SECTION 15: Entire Agreement. This Contract sets forth the entire agreement of the City and the Corporation with respect to the accomplishment of the Demonstration Project Work, and the payment and requirements relating thereto, and there are no other understandings or agreements, oral or written, between the City and the Corporation with respect to the Demonstration Project Work and the compensation therefor.

[Signature page to follow.]

In witness whereof, the parties have executed this agreement the day and the year first above written.

THE CITY OF LAKE FOREST, a municipal
corporation of Illinois

By: _____

ATTEST: _____

**LAKE FOREST FOUNDATION FOR HISTORIC
PRESERVATION**, an Illinois not-for-profit
corporation

By: _____

ATTEST: _____

EXHIBIT A
General Description of the Demonstration Project

EXHIBIT B
Required Insurance

1. Worker's Compensation and Employer's Liability with limits not less than:

- (a) Worker's Compensation: Statutory;
- (b) Employer's Liability:
 - \$1,000,000 injury - per occurrence
 - \$ 500,000 disease - per employee
 - \$1,000,000 disease - policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

2. Comprehensive Motor Vehicle Liability, with a combined single limit of liability for bodily injury and property damage of not less \$1,000,000 for vehicles owned, non-owned, or rented. All employees shall be included as insureds.
3. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Products/Completed Operations (to be maintained for two years following final payment).
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- "X," "C," and "U" exclusions shall be limited
- Contractual Liability
- Railroad exclusions shall be deleted.

All employees shall be included as insureds. Contractual Liability shall specifically include the indemnification set forth in the Contract

4. Umbrella Policy. The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
5. Deductible. Each policy shall have a deductible or self-insured retention of not more than \$500.
6. City as Additional Insured. The City and its officers, officials, employees, agents, attorneys, consultants, and representatives shall be named as an Additional Insureds on all policies except for Worker's Compensation, and Comprehensive

Motor Vehicle Liability. Additional insured coverage shall be provided on endorsements at least as broad as ISO form CG2010 or CG2026 (pre 2004 editions).

7. Notice of Termination. Each of the required policies shall all provide that the City shall receive notice at least 30 days prior to termination of such policy or policies.

The City of Lake Forest
CITY COUNCIL
Proceedings of the Monday, December 4, 2017
City Council Meeting - City Council Chambers

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

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

Absent: none

Also present were: Robert Kiely, Jr., City Manager; Victor Filippini, City Attorney; Catherine Czerniak, Director of Community Development; Susan Banks, Communication Manager; Michael Thomas, Director of Public Works; Pete Siebert, Fire Chief; Sally Swarthout, Director of Parks & Recreation; DeSha Kalmar, Director of Human Resources; Mike Strong, Assistant to the City Manager, along with other members of City Staff.

There were approximately 70 persons present in the Council Chamber.

CALL TO ORDER AND ROLL CALL 6:30pm

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

REPORTS OF CITY OFFICERS

COMMENTS BY MAYOR

Mayor Lansing read a Resolution of Sympathy for former Mayor Rhett Butler. Elizabeth Butler Pruett thanked the Council and shared her father's love for The City of Lake Forest.

A. Approval of a Resolution of Sympathy for former Mayor Rhett Butler

COUNCIL ACTION: Approval of the Resolution

Alderman Tack made a motion to approve the Resolution, seconded by Alderman Newman. Motion carried unanimously by voice vote.

Mayor Lansing shared a speech and photos from the Illinois Bicentennial Flag Raising Ceremony that was held at City Hall at noon on December 4, along with other Illinois communities across the State. The Flag Raising Ceremony kicks off a yearlong celebration of the State of Illinois Bicentennial.

Mayor Lansing reported that on Thursday, the City of Lake Forest received a letter of support from Joe McHugh, Vice President of Amtrak, State Supported Services- Business Development, and he read it into the record.

"On behalf of Amtrak, I am writing today to express Amtrak's support for adding a station stop in Lake Forest, Illinois, to the *Hiawatha* Service. I also want to thank you for your recent visit with us in Washington, DC and for your November 6 correspondence.

Under Federal legislation passed in 2008, services outside the Northeast Corridor of less than 750 miles, such as the *Hiawathas*, must be primarily funded at the State or local level. In the case of the *Hiawathas*,

this funding comes from the Wisconsin Department of Transportation (WisDOT) and the Illinois Department of Transportation (IDOT): Both of these agencies have been in contact with us in recent years on this subject, and per their instructions, we have developed potential schedules and forecasts of ridership and revenue associated with a new stop in Lake Forest. Our forecasting to date has shown that a stop in Lake Forest is expected to bring in close to 40,000 new riders to the *Hiawathas* per year.

At this point, the only obstacle preventing us from beginning service is the lack of a pedestrian underpass at the Lake Forest station that would allow passengers to move safely from one side of the tracks to the other. Given the large number of passenger and freight trains operating on this segment of the railway, there is strong consensus that a pedestrian underpass is essential to ensuring everyone's safety.

The *Hiawatha* Service has the highest number of frequencies of any train outside the east and west coasts, with additional frequencies in the planning process, due in large part to the leadership of WisDOT and IDOT. We share the vision that adding a stop in Lake Forest will leverage the route's current success and make it an even more valuable transportation option for the region.

I encourage you to continue working with the Amtrak team in Chicago to finalize the plans for the underpass and begin construction, and I look forward to the day when we inaugurate service to Lake Forest."

Mayor Lansing gave a brief history of the project and the support from IDOT, WisDOT, Governor Rauner and possible federal support for the underpass and the universal crossover that will improve service to/from Chicago along with the home values, economy and health of west Lake Forest. He stated that approvals from federal agencies and the funding is necessary for the improved Metra Amtrak passenger Service along with various consultants, advisors and help from Washing D.C. and lobbyists to navigate the technical know-how for an Amtrak stop and underpass. The City of Lake Forest has engaged engineers, consultants and advisors on behalf of improved passenger service over the past two years and a lobbying firm is directly responsible for the City receiving the letter of support from Amtrak. Moving forward, the City can do better by maintaining a visible record of the related third party expenses.

Mayor Lansing reported he and members of the Council received correspondence in regards to the third rail. The City Council shares the concerns of the current impacts and potential impacts of rail traffic and is awaiting on the final EA before making any policy determination. Lastly, Mayor Lansing reiterated that the possibility of the third rail and the Amtrak stop are not dependent on each other.

Mayor Lansing stated that he was going to advance the Plan Commission item to the beginning of the meeting but before doing so, he reminded all those in the audience that the City Council meeting is not a public hearing on the subject. He stated that civility shall be maintained at all times, which means no jeering, shouting or laughing at somebody or something in a mocking or scornful way, and that there shall be no public outbursts. To ensure a dignified debate and fair presentation of all sides of a given question, each person will be given three minutes to speak.

Mayor Lansing introduced Catherine Czerniak, Director of Community Development.

1. Consideration of a Recommendation from the Plan Commission in Support of a Special Use Permit Authorizing a Car Wash and Gas Station as Components of a Commercial Development Proposed on the Southeast Corner of Everett and Waukegan Roads. (First Reading of an Ordinance)

Ms. Czerniak reported the based on a recommendation from the Plan Commission, the City Council is asked to consider first reading of an ordinance approving a Special Use Permit to allow Waterway Carwash to

redevelop the 1-1/2 acre parcel located on the southeast corner of Everett and Waukegan Roads with a carwash, gas station and convenience store.

Ms. Czerniak reported that the property proposed for redevelopment is configured in an L-shape with the narrower portion of the site extending toward the corner of Everett and Waukegan Roads. Redevelopment of this site, including landscaping of the streetscape, has long been anticipated to improve the appearance of the southern entrance to the business district along Waukegan Road and to provide increased services to residents in the surrounding area.

She then gave an overview of the history of the property. The property was the site of a gas station, near the corner, and a garden supply store; both of which vacated the site more than ten years ago. The site has remained unused since then. In 2008, the City approved a plan for redevelopment of the site with two buildings totaling 18,400 square feet of retail and service business space, 75 parking spaces and a drive-thru associated with a drug store. Due to the economic downturn, the redevelopment of the site did not proceed. In 2011, the property was acquired by IP Properties and they intend to retain ownership of the site. Waterway Carwash would redevelop the property and operate on the site under a long term lease.

Ms. Czerniak then gave an overview of the current proposal. Waterway Carwash proposes to redevelop the site with a high quality car wash, gas station and convenience store. A single 7,800 square foot building is proposed to house the car wash and retail space. Five islands with gas pumps are proposed on the southern portion of the site. The car wash tunnel is oriented south to north through the site with the exit located at the north end of the site, near Everett Road. Finishing stations are located beyond the exit from the car wash tunnel and direct traffic away from Everett Road. The convenience store faces Waukegan Road. Thirty-five parking spaces are proposed on the site for employees and customers. Currently, there are six access points to the site, two from Everett Road and four from Waukegan Road. As directed by IDOT, three of the existing access points will be eliminated, of the three remaining access points, two curb cuts will be located on Waukegan Road and one on Everett Road.

REVIEW TO DATE

Reviewed	Date	Comments
Plan Commission	11/8/2017	Public Hearing Closed <i>Recommendation forwarded to the City Council subject to conditions.</i>
Plan Commission	3/8/2017	Public Hearing Continued <i>Commission voiced conceptual support for the petition subject to further due diligence.</i>
Plan Commission	10/22/2015	Public Hearing Opened <i>Commission directed revisions to the site plan to mitigate impacts on surrounding properties, further due diligence on various issues and directed the petitioner to seek input from IDOT on ingress/egress.</i>

At each meeting, the Plan Commission heard a significant amount of public testimony and received written testimony and petitions as well. With few exceptions, the testimony was in opposition to the proposed use; primarily the carwash. Concerns included, but were not limited to, off-site noise impacts, traffic congestion, traffic and pedestrian safety, and the appropriateness of the proposed development for the site.

At the conclusion of the public hearing, the Commission voted 4 to 2 to recommend approval of the Special Use Permit to the City Council incorporating various revisions to the plan in response to the concerns raised and conditions of approval. A summary of the key measures put in place to address the concerns raised during the review process is provided below.

- Elongation of the carwash tunnel by 25' to allow the blower (the noise generating mechanical equipment) to be recessed into the center of the tunnel rather than located near the exit door as normally occurs.
- Construction of additional sound baffling walls around the blowers in the center of the carwash tunnel.
- Installation of sound attenuating materials in the tunnel space just beyond the blowers and before the exit door to further buffer the noise from the blowers.
- Installation and use of high speed, automated doors at both the entrance and exit to the car wash tunnel.
- Installation of a 10' solid fence along the east and south property lines along with landscape screening.
- Improvements including landscape enhancements on neighboring properties to the east and south, if desired by neighboring owners, and the installation of sound mitigating glass in windows on neighboring properties.
- Reduction of operating hours from those originally proposed and normally followed at other Waterway locations.
- Relocation of trash/recycling area away from the east property line.
- Installation of lights that direct all light downward and are equipped with shields to block light spillover on to the neighboring properties.

Ms. Czerniak stated that if approved the lighting, landscape and signage will be reviewed by the Building Review Board.

The City Council, Ms. Czerniak and the City Attorney had substantial discussion including the Plan Commission's role, zoning, zoning changes, property values, appropriate/intensity use of space, traffic studies, noise studies, mitigation of impacts to surrounding structures, hours of operation, appearance and landscape plans.

Mayor Lansing opened public comment on the matter. The following persons offered their opinion on the matter.

David Rose	1455 White Oak Road	Lake Forest- deferred his comments to later in the evening
Robert Dempsey	991 S Waukegan road	Lake Forest
Jim Monroe	1030 Mar Lane Drive	Lake Forest
MaryAnn Redding	1541 Kathryn Lane	Lake Forest
Casey Shuff	1148 Lynette Drive	Lake Forest
Gary S.	1111 S Waukegan Road	Lake Forest
Jill Kaz	1045 Mar Lane Drive	Lake Forest
David Kaz	1045 Mar Lane Drive	Lake Forest
Sam H. Hallak	698 S. Waukegan	Lake Forest
Richard Sugar	1059 Mar Lane Drive	Lake Forest
Wally Wade	1028 Mar Lane Drive	Lake Forest
Dave Heckler	1066 Franz Drive	Lake Forest
Kent Carson	1180 Lynette	Lake Forest
Mike Mulqueen	1038 Mar Lane Drive	Lake Forest
Louis A.	1100 Emmons Court	Lake Forest
Roderick Johnson	1250 Kajer Lane	Lake Forest
Joe Passalino	631 W Everett Road	Lake Forest
Donald Sheridan	991 S Waukegan Road	Lake Forest

The City Council had continued discussion on revenues, the Council's role moving forward, the Building Review Board's purview, traffic safety, lighting and impacts of the entire project.

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

COUNCIL ACTION: If determined to be appropriate by the City Council, approve *first* reading of an ordinance granting a Special Use Permit authorizing a carwash and gas station and approving the overall redevelopment plan presented by Waterway Carwash for property located on the southeast corner of Everett and Waukegan Roads.

AND

Direct the Building Review Board to consider the design aspects of the project and upon completion of the review, direct the Board to forward a recommendation to the City Council for consideration.

Alderman Beidler made a motion to approve first reading of an ordinance granting a Special Use Permit authorizing a carwash and gas station and approving the overall redevelopment plan presented by Waterway Carwash for property located on the southeast corner of Everett and Waukegan Roads. AND Direct the Building Review Board to consider the design aspects of the project and upon completion of the review, direct the Board to forward a recommendation to the City Council for consideration, seconded by Alderman Morris. The following voted "Aye": Aldermen Beidler, Morris, Newman, Tack and Reisenberg. The following voted "Nay": Alderman Rummel, Moreno and Buschmann. 5 Ayes, 3 Nays, motion carried.

Mayor Lansing called for a 10 minute recess at 9:25pm
The City Council resumed at 9:37pm, all members of the City Council remained present.

COMMENTS BY CITY MANAGER

City Manager Robert Kiely thanked Friends of Parks & Recreation for another great job on the tree lighting ceremony. He also reminded the Council and those at home of the December 18, 2017 Special Finance Committee workshop followed by a special City Council meeting.

COMMENTS BY CITY CCOUNCIL MEMBERS

Alderman Newman, who serves as Chairman on the Golf Advisory Committee, reported on a news release from Highland Park that they have closed one of their Golf Courses and the other Golf Course won't be open until 2018. He recommended marketing Deerpath Golf Course to Highland Park.

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

Mayor Lansing asked if there was anyone form the public who would like to comment on non-agenda items. The following persons offered their opinions to the City Council.

Lester Hammar	3634 Academy Woods Dr.	Lake Forest
David Rose	1455 White Oak Road	Lake Forest
Rick Cusack	1126 Pine Oaks Circle	Lake Forest
George Panos	1105 Cahill Lane	Lake Forest
Tom Sarsfield	1808 Princeton Ct	Lake Forest
JoAnn Desmond	1681 Yale Ct	Lake Forest
David Tanaka	1142 Pine Oaks Circle	Lake Forest

ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. **Approval of the November 20, 2017 City Council Meeting Minutes**
2. **Consideration of an Ordinance adopting the second supplement (S-2) to the Code of Ordinances for the City of Lake Forest (waive first reading and grant final approval)**
3. **Award of Contract for The City of Lake Forest to join the Municipal Partnership Initiative Tree Pruning Services for 2017**
4. **Authorization to Dispose of City Property**

COUNCIL ACTION: Approval of the four (4) Omnibus items as presented

Mayor Lansing asked members of the Council if they would like to remove any item or take it separately. The City Attorney noted a modest amendment to the minutes, which the City Council received prior. Mayor Lansing once again asked the City Council if they would like to remove any item or take it separately. Seeing none, Mayor Lansing asked for a motion to approve the four Omnibus items as presented.

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

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

ORDINANCES

1. **Consideration of a Recommendation from the Plan Commission in Support of a Special Use Permit Authorizing a Car Wash and Gas Station as Components of a Commercial Development Proposed on the Southeast Corner of Everett and Waukegan Roads. (First Reading of an Ordinance)**

This item was advanced and heard at the beginning of the meeting.

NEW BUSINESS

ADDITIONAL ITEMS FOR COUNCIL DISCUSSION
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There was further discussion on the third rail, keeping the environmental assessment in context, Lake Forest's authority of or on the third rail, transparency, federal and state influences, and passenger service. Mayor Lansing reiterated that the third rail and the Amtrak stop are not dependent on each other.

EXECUTIVE SESSION

Mayor Lansing asked for a motion to adjourn into executive session.

- 1. EXECUTIVE SESSION pursuant to 5ILCS 120/2 (c), (5), The City Council will be discussing the consideration of Land Acquisition and 5ILCS 120/2 (c), (6), The City Council will be discussing the disposition of property and the consideration for the sale or lease of property owned by the Public Body and 5 ILCS 120/2 (c), (2), The City Council will be discussing personnel.**

Alderman Reisenberg made a motion to adjourn into EXECUTIVE SESSION pursuant to 5ILCS 120/2 (c), (5), The City Council will be discussing the consideration of Land Acquisition and 5ILCS 120/2 (c), (6), The City Council will be discussing the disposition of property and the consideration for the sale or lease of property owned by the Public Body and 5 ILCS 120/2 (c), (2), The City Council will be discussing personnel, seconded by Alderman Moreno. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Tack, Reisenberg, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

Adjournment into Executive Session at 10:46pm

RECONVENE INTO REGULAR SESSION at 11:19 pm

ADJOURNMENT

There being no further business. Alderman Tack made a motion to adjourn, seconded by Alderman Newman. Motion carried unanimously by voice vote at 11:19 p.m.

Respectfully Submitted
Margaret Boyer, City Clerk

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

Date: November 2nd, 2017

To: Finance Committee of Lake Forest, Illinois

From: Caitlin Humrickhouse, Project Manager,
Baker Tilly Virchow Krause, LLP

Subject: Recommendation for Selection of ERP System

Project Background

The City engaged Baker Tilly Virchow Krause, LLP (Baker Tilly) to provide system selection services for an Enterprise Resource Planning (ERP) system to replace the City's current ERP and other peripheral systems. The need to select a new ERP system was driven by a lack of functionality in the current financial system, Superion (SunGard HTE) and a desire to limit the amount of third party and peripheral systems used by City employees. The project produced over 5,000 system requirements as well as a draft RFP that the City released in July of 2017. The City received two responses to the RFP from BS&A Software (BS&A) and Tyler Technologies – Munis (Tyler). Both products proposed have longevity in the marketplace and are well respected in the industry. Ultimately, the City's Project Steering Committee and Project Committee jointly selected BS&A as the recommended system.

Methodology and Due Diligence Activities

The City engaged in a rigorous process to understand the City's needs from a new system and to assess the functionality, reliability and adaptability of proposed systems. Each section below describes, chronologically, the steps the City took to inform the recommendation presented in this memo.

Project Governance and Framework

The City began this project by selecting Project Sponsors, a Project Manager, a Project Steering Committee and a Project Committee. Figure 1, below outlines these roles.

Figure 1: Project Roles and Responsibilities

Project Role	Description of Role	City Staff Member(s)
Project Sponsors	Communicate project objectives and progress to elected officials and City leadership	Elizabeth Holleb , Director of Finance and IT Joe Gabanski , Assistant IT Director
Project Manager	Manage day-to-day project activities Inform project sponsors and other stakeholders of project activities, risks and issues	Diane Horn , Business Analyst, IT Division
Project Steering Committee	Key decision makers with input from the Project Committee Input on decisions with fiscal impact	Cathy Czerniak – Community Development Elizabeth Holleb – Finance Diane Hall – Finance DeSha Kalmar – Human Resources Joe Gabanski – IT Bob Kiely – Office of the City Manager

Project Role	Description of Role	City Staff Member(s)
Project Committee	<p>Participate in all project activities from requirements gathering to vendor demonstrations to system selection</p> <p>Identify functional area Subject Matter Experts for participation</p> <p>Provide Project Steering Committee with recommendations on vendor selection</p> <p>Communicate about and champion the project</p>	<p>Michelle Friedrich – Community Development</p> <p>Chris Teresi – Community Development</p> <p>Elizabeth Holleb – Finance</p> <p>Diane Hall – Finance</p> <p>Michelle Kousins – Fire</p> <p>D.C. Cronin - Fire</p> <p>Amber Campbell – Human Resources</p> <p>Joe Gabanski – IT</p> <p>Diane Horn – IT</p> <p>Mike Strong – Office of the City Manager</p> <p>Dani Spann – Parks</p> <p>Joe Mobile – Recreation</p> <p>Tim Gehring – Police</p> <p>Becky Pocasangre – Public Works</p>

Additionally, the City established a detailed project schedule, a project charter, regular status meetings between the Project Manager, the Project Sponsors and Baker Tilly and a shared space for storing important project documents.

Finally, the City held two ERP 101 sessions for City staff to learn about the functionality of a modern ERP system, the goals and timeline for the project, and their role in the project. Both sessions were well attended.

Project Priorities Development, Requirements Definition and RFP Development

One of the most important parts of an ERP selection project is to thoroughly define overall project goals as well as detailed requirements for system functionality. To accomplish this, the City held an Executive Visioning session and multiple system requirement definition sessions over two weeks. The Executive Visioning session had representation from leadership in each City department and was successful in developing a strategic vision and top priorities for system selection. The system requirements definition sessions engaged subject matter experts and end users from each functional area across the City and resulted in more than 5,000 detailed system requirements.

The City then developed a comprehensive Request for Proposals (RFP) which asked for detailed information from each vendor including company background, financial position, an overview of proposed modules, an overview of the proposed technical environment, training and implementation methodology, customer service response times, references and responses to complex City questions. Additionally, vendors responded in detail to each of the City's 5,906 detailed system requirements indicating whether the functionality was standard, provided through a third-party, required a modification or was not available. Finally, each vendor provided a detailed cost proposal as well as estimates of the required City staff time to maintain the system.

Vendor Due Diligence

The City received two responses to the RFP, one from Tyler Technologies and one from BS&A. It is not uncommon in today's ERP marketplace to receive only one or two responses to an RFP for an ERP system. The two responses received by the City are from reputable vendors both widely used in Midwest municipalities.

The City's Project Committee met to rate each proposal on the criteria outlined below and determine which vendors should advance to the vendor demonstration phase. The weighting of each criterion is listed as a percentage next to the criterion.

Round 1 Scoring Criteria

- Compatibility with the City's desired functionality – 40%
- Implementation methodology – 15%
- Service and support approach – 10%
- Training methodology – 20%
- Local (Chicago-area) presence – 10%
- Overall quality of proposal – 5%

The outcome of the scoring resulted in an overall score of 66% for Tyler Technologies and 61% for BS&A. The Project Committee recommended that the Project Steering Committee advance both vendors to the vendor demonstration phase so that the City could compare both products. The Project Steering Committee accepted this recommendation and both vendors were invited to demonstrate their software product to City staff.

Each vendor came onsite to give an overview of their company, demonstrate specific system functionality, and their implementation methodology. The vendor demonstrations were scripted, so vendors were asked to demonstrate specific functionality, approved by City staff, in order to keep the demonstrations focused on the functionality that the City would actually need, and not just the bells-and-whistles of the software product. Additionally, each vendor provided an onsite lab where City staff could sit with a vendor representative and access the system in order to gain a robust understanding of the functionality and usability of each system. Each vendor demonstration consisted of 2 ½ - 3 days of content and sessions were well attended by City staff. City staff were asked to complete an online survey for each vendor demonstration so that the Project Committee and Project Steering Committee could receive feedback from all City staff in attendance.

After the vendor demonstrations, the City conducted in-person or remote site visits with communities that were using the proposed systems. This is a best practice in software selection projects and allows City staff to get a firsthand account from other local governments on their experience using the software. The City visited/had online meetings with the communities listed below:

- Village of Glenview, Illinois – Tyler Munis (Tyler Technologies financial suite)
- South Whitehall Township, Pennsylvania – Tyler ExecuTime (Tyler Technologies Time and Attendance and Advanced Scheduling Suite)
- City of Grand Junction, Colorado – Tyler EnerGov (Tyler Technologies Community Development Suite)
- Village of Skokie, Illinois – BS&A

Next, the City conducted expansive reference checks with the communities listed below:

BS&A

- Village of Lincolnshire, IL
- Village of Oak Park, IL
- City of Douglasville, GA
- Greenfield City, WI
- Wyandotte City, MI

Tyler Technologies

- Village of Streamwood, IL
- Village of Roselle, IL
- City of Rockford, IL
- Village of Elk Grove, IL
- City of Naperville, IL

After conducting these due diligence activities, the Project Committee and the Project Steering Committee met again to discuss all of the information provided by each vendor and perform a final rating of each vendor. The round 2 rating criteria are listed below:

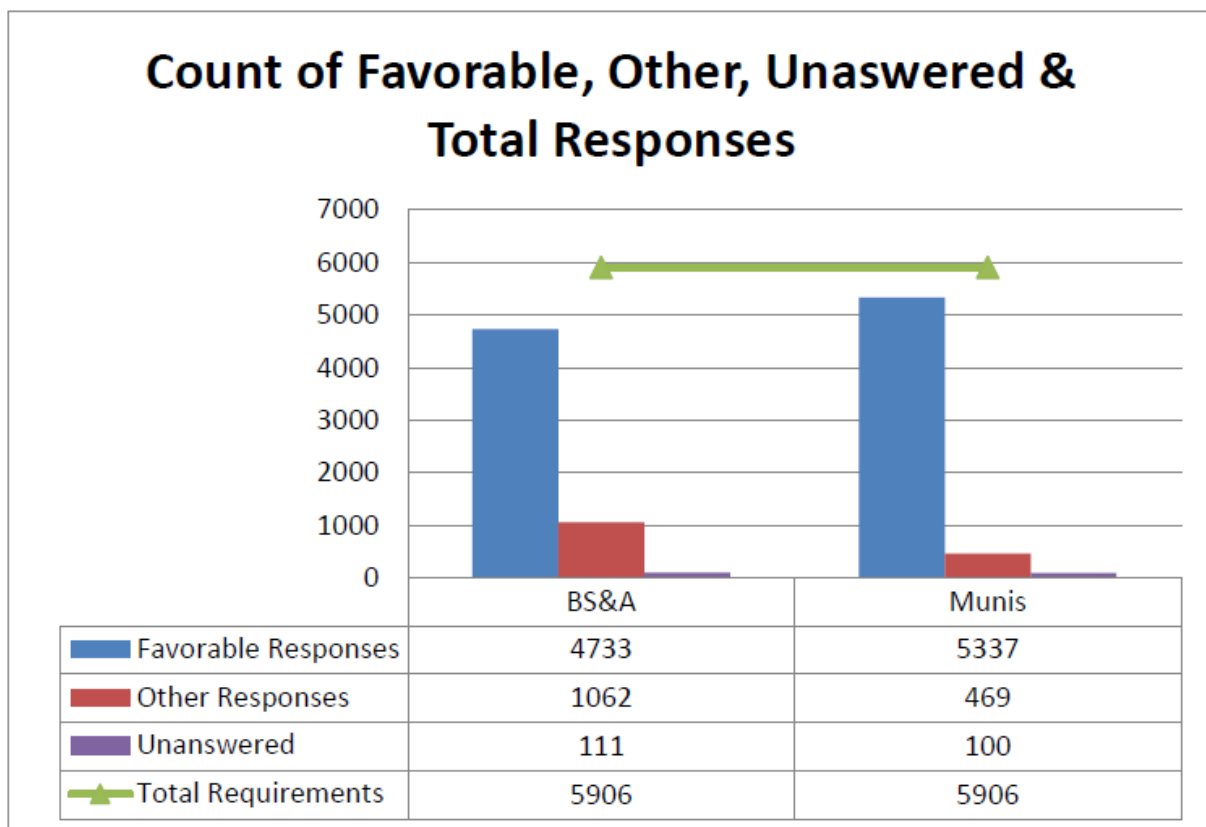
- Overall system functionality – 30%
- Reporting and dashboarding – 10%
- System adaptability and innovation – 10%
- Implementation and training – 15%
- Customer satisfaction, service and support – 15%
- Online access and mobile applications – 10%
- Ease of use – 5%
- IT considerations – 5%

The outcome of the scoring resulted in an overall score of 71% for BS&A and 65% for Tyler Technologies. The joint Project Committee and Project Steering Committee came to consensus that the City should select BS&A as the new ERP system.

Cost Considerations and System Functionality

Each system met many of the City’s requirements with a favorable response. A favorable response means that the functionality is provided out of the box, out of the box through a third party, or as a standard report. Figure 2 displays the response counts for each vendor.

Figure 2: Response Count by Vendor



The modules proposed by each vendor are listed in Figure 3, below. Each vendor has different naming conventions for system modules, however, each vendor provided functionality in the areas of finance, human resources, community development, utility billing and work orders and inventory.

Figure 3: System Functionality

BS&A Functionality	Tyler Technologies Functionality
<ul style="list-style-type: none"> • General Ledger (includes project and grant accounting capabilities) • Accounts Payable • Cash Receipting • Miscellaneous Receipting • Purchase Orders • Fixed Assets • Payroll • Human Resources • Timesheets • Utility Billing • Work Order • Inventory Management • Building Department • Business Licensing • Citizen Request for Action • AccessMyGov/Internet Services • AccessMyGov – Employee Self Service • AccessMyGov/Financials • AccessMyGov/Building Department 	<ul style="list-style-type: none"> > Accounting/GL/BG/AP > Bid Management > BMI Asset Track Interface > BMI CollectIT Interface > Tyler CAFR Statement Builder > Capital Assets > Cash Management > Contract Management > Employee Expense Reimbursement > Inventory > Project and Grant Accounting > Purchasing > ExecuTime Advance Scheduling Mobile Access > ExecuTime Advance Scheduling > ExecuTime Time and Attendance > eProcurement > Payroll > Recruiting > Human Resources and Talent Management > Risk Management > Employee Self Service > Accounts Receivable > Central Property File > Citizen Self Service > General Billing > Cashiering > Utility Billing > Tyler Forms Processing > Tyler Content Manager SE > Munis Analytics & Reporting > Asset Maintenance > Incident Management > EnerGov Citizen self-service > EnerGov e-reviews > EnerGov iG Workforce Apps > EnerGov Permitting and land management Suite > EnerGov Licensing & Regulatory Suite > EnerGov Report Toolkit > GIS

Figure 4 compares cost by vendor for both the first year of ownership as well as over a ten-year period of ownership. Ten-year period of ownership costs are based on annual maintenance fees and annual maintenance rates each year. The cost comparison below was based on the proposed modules. City staff will work with the preferred vendor to finalize pricing based on the specific modules desired for implementation prior to presenting a contract to the City Council for approval.

Figure 4: Cost Comparison by Vendor

	Tyler Munis	BS&A
Hardware		
Data Storage	\$ 22,778.20	\$ 22,778.20
Compute (Blade)	\$ 60,000.00	\$ 60,000.00
Backup	\$ 41,000.00	\$ 41,000.00
DR Cloud Storage	\$ 15,000.00	\$ 15,000.00
Time Clocks (?)	\$ -	\$ -
Hardware/Appliance Annual Total	\$ 138,778.20	\$ 138,778.20
Software		
Software Licenses	\$ 397,590.00	\$ 157,350.00
Software License Total	\$ 397,590.00	\$ 157,350.00
Software Implementation and Services		
Project Management	\$ -	\$ 50,750.00
System Installation	\$ 12,000.00	\$ -
Training of Project Core team	\$ 147,000.00	\$ -
End User Training	\$ 49,000.00	\$ 104,000.00
Analysis, Design, and Software Configuration	\$ 107,000.00	\$ 7,000.00
Interface Development	\$ -	\$ -
Modification / Customization Development	\$ 7,000.00	\$ 1,500.00
Data Conversion	\$ 158,050.00	\$ 69,860.00
extra for 10 years Purchase orders	\$ -	\$ 6,690.00
extra for 10 years Accounts Receivable	\$ -	\$ 6,690.00
GL Detail History (2 yrs)	\$ -	\$ -
Testing - Unit/System/User Acceptance, etc.	\$ 73,500.00	\$ 8,000.00
Change management	\$ -	\$ -
Post Go-Live Support/Optimization	\$ 73,500.00	\$ 8,000.00
Project Expenses (Travel, etc)	\$ 158,920.00	\$ 38,385.00
Other (POS & BMI Hardware)	\$ 21,525.00	\$ 3,000.00
Software Implementation and Services Total	\$ 807,495.00	\$ 303,875.00
3rd Party Software (EDMS)	\$ 100,000.00	\$ 120,000.00
Contingency (10%)	\$ 144,386.32	\$ 72,000.32
3rd Party Software and Contingency	\$ 244,386.32	\$ 192,000.32
Total External Year 1 Cost of Ownership	\$ 1,588,249.52	\$ 792,003.52
Maintenance		
Software License 10 year total	\$ 1,688,390	\$ 358,312
Total Year 10 Cost of Ownership	\$ 3,276,639.27	\$ 1,150,315.19

Recommendation to the Mayor and City Council

The Project Committee and Project Steering Committee have performed a thorough review of each vendor that proposed on the City's ERP project. After this review, it is their recommendation that the City proceed with the purchase of BS&A.

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement that includes attached Exhibits ("Agreement") is between Bellefeuil, Szur & Associates, Inc. ("BSA"), a Michigan corporation and the City of Lake Forest, Lake County, IL ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets the terms and conditions under which BSA will furnish certain licensed software and certain services described herein to Customer.

SECTION A – SOFTWARE LICENSE

1. License Grant.

- 1.1. Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a perpetual, non-exclusive, non-transferable, and non-assignable license to install and use the BSA Software Products for Customer's internal business purposes only (and not, for example, as a data center, reseller, or service bureau for third parties, except as expressly authorized by this Section 1.1), only on servers owned by Customer and located at Customer's facilities (provided, however, that Customer's employees and officials shall be authorized to use personal devices to access and use BSA Software Products hosted on Customer's servers for the licensed purposes), and otherwise in accordance with this Agreement. Customer's "internal business purposes" shall be deemed to include: (i) all internal governmental and corporate operations of Customer; (ii) Customer's provision of permitting services to the Village of Bannockburn and Lake Bluff; (iii) Customer's provision of accounting and payroll services to the Lake Forest Library; (iv) Customer's provision of services to other municipalities or public bodies where the BSA Software Products are installed, accessed, and used solely by Customer; and (v) Customer's provision of joint services to other municipalities or public bodies that will access or use the BSA Software Products directly, but only subject to prior approval by BSA, which will not be unreasonably withheld, and payment of additional license fees that are substantially consistent with the license fees set forth in **Schedule 1 to Exhibit A**. "BSA Software Product(s)" means each of the BSA software product modules set forth in **Schedule 1 to Exhibit A** (each a "Software Module") that Customer elects to implement, plus all of the following to the extent they pertain to the implemented Software Modules: (i) related interfaces and customizations; (ii) BSA manuals, BSA official specifications, and BSA user guides provided in or with the BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iii) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members. Customer may make and keep (securely) one archival copy of each BSA Software Product solely for use as backup.
- 1.2. Subject to the terms of Section 1.3, Customer will not sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of the BSA. Without limiting the foregoing, the BSA Software Products may not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products will be void. All rights not expressly granted are reserved.
- 1.3. As a pre-condition to final acceptance of the BSA Software Products by the Customer, BSA shall provide for the source codes to the BSA Software Products to be retained in escrow by a third party subject to an escrow agreement granting Customer the right to access such source codes in the event that BSA (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property; (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature; (iii) makes a general assignment for the benefit of creditors; (iv) is adjudicated as bankrupt or insolvent; or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute; or admits the material allegations of a petition filed against it in any proceedings under any such law; or if any action shall be taken by BSA for the purpose of effecting any of the foregoing; or if an order, judgment, or decree is entered without the application, approval, or consent of BSA by any court of competent jurisdiction approving a petition seeking reorganization of BSA or appointing a receiver, trustee, or liquidator of BSA, or of all or a substantial part of any of the assets of BSA, and such order, judgment, or decree remains unstayed and in effect for a period of ninety (90) days from the date of entry thereof.

2. **License Fees.** Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the license granted herein, the software fees set forth in **Schedule 1 to Exhibit A** for each Software Module that Customer elects to implement.
3. **Limited Software Warranty.**
 - 3.1. BSA warrants and represents for a period of one (1) year following Customer's satisfactory completion of acceptance testing for each BSA Software Product installed by BSA that: (i) such BSA Software Product will perform substantially in the same manner as official demonstration versions and in accordance with BSA's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this Agreement; (ii) the BSA Software Product shall conform to the Documentation and be free of material defects in workmanship and materials; and (iii) the BSA Software Product shall conform to all applicable specifications set forth in **Exhibit E2** (BSA Proposal) and **Exhibit E3** (Supplement to BSA Proposal). Any claim under this Limited Software Warranty must be made within one (1) year from the installation of the applicable BSA Software Product. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, or in the event that is not possible to render it conforming with reasonable efforts, to receive a refund of the amount paid for the BSA Software Product.
 - 3.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS, INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS WILL OPERATE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCT(S) CAN BE FOUND IN ORDER TO BE CORRECTED.
4. **Ownership of BSA Software Products/Proprietary Information.**
 - 4.1. BSA shall retain ownership of, including all intellectual property rights in and to, the BSA Software Products. Customer agrees not to challenge such rights and disclaims any copyrights or other intellectual property rights in and to the BSA Software Products. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights except for the licenses expressly granted by the Agreement.

SECTION B – PROFESSIONAL SERVICES

5. **Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A** and **Exhibit D** (Statement of Work) in accordance with **Exhibit E2** (BSA Proposal) and **Exhibit E3** (Supplement to BSA Proposal) for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. The Parties may enter into future Statements of Work, which shall become part of this Agreement. The Professional Services shall be provided by BSA personnel with the necessary qualifications, training, and experience to perform such Professional Services in a professional and workmanlike manner in accordance with the terms of this Agreement. Customer may, in its reasonable discretion, request a change in the personnel assigned to perform any portion of the Professional Services. Upon receipt of any such request, BSA shall replace the specified personnel as soon as reasonable practicable but, in any event, within not more than seven (7) business days. BSA shall not reassign personnel assigned to perform Professional Services without Customer's approval. Customer shall have the right to conduct a phone interview of, and approve, any proposed Project Manager prior to project assignment.
6. **Change Orders.** If Customer requires the performance of professional services not covered by the existing Agreement, or requires a change to the existing Professional Services, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which may include a written proposal containing the following: (i) implementation plans; (ii) the timeframe for performance; and (iii) the estimated price for such performance. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and Go-Live Dates.
7. **License and Ownership.**

- 7.1. All rights, including all intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product or portion thereof shall be governed by Section A including Section 1.1 thereof.
- 7.2. Subject to Section 7.1 and Customer's compliance with this Agreement (including all payment terms), BSA grants to Customer a perpetual, non-exclusive, non-transferable, and non-assignable license to use the work product described in Section 7.1, including the intellectual property rights therein, for Customer's internal business purposes only.
8. **Cancellation.** If Customer and BSA mutually agree to a schedule for any Professional Services, and Customer unilaterally cancels such Professional Services by giving less than thirty (30) days advance notice, then, without prejudice to BSA's other rights and remedies, Customer may be liable to BSA for all reasonable expenses actually incurred by BSA on Customer's behalf, as well as the daily fees for such cancelled services, in connection with such Professional Services to the extent that BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required. The amount of such expenses shall not exceed the fees associated with the canceled Professional Services (in accordance with the **Schedule 2 to Exhibit A**).
9. **Limited Professional Services Warranty.**
- 9.1. BSA warrants that its Professional Services will be performed in a professional and workmanlike manner, materially in accordance with the Statement of Work attached as **Exhibit D**, the Request for Proposals attached as **Exhibit E1**, and the BSA Proposal attached as **Exhibit E2**. In the event of a breach of the foregoing warranty and a claim in accordance with the next sentence, BSA's sole obligation and Customer's exclusive remedy with respect to such claim will be to have BSA re-perform the portion of the Professional Services with respect to which the warranty has been breached to bring it into compliance with such warranty, or, if the Professional Services are not brought into compliance within thirty (30) days of Customer's claim, to receive a refund of the amount paid for such Professional Services. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made, or said claim shall be deemed waived.
- 9.2. THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

SECTION C – MAINTENANCE AND SUPPORT

10. Maintenance and Support Generally.

- 10.1. For a one-year period commencing upon Customer's satisfactory completion of acceptance testing for each Software Module installed by BSA, and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support" relating to such Software Module, which shall include the following: (i) modifications (such as patches, corrections, and updates) as are generally provided at no additional charge (beyond the cost of annual Maintenance and Support) by BSA to BSA customers; and (ii) technical support, as further described in Section 11, during BSA's normal business hours. Maintenance and Support shall be provided in accordance with **Exhibit E2** and **Exhibit E3**.
- 10.2. Commencing one (1) year after Customer's satisfactory completion of acceptance testing for each Software Module installed by BSA, Maintenance and Support will be provided on an annual basis, subject to compliance with the terms of the Agreement and payment of the annual Maintenance and Support fees set forth in **Exhibit B** for that Software Module. Maintenance and Support will be renewed annually unless either Party notifies the other at least sixty (60) days prior to the anniversary of installation of its intent to terminate.
- 10.3. BSA guarantees that the Maintenance and Support annual fees set forth in **Exhibit B** will not change for two (2) years from the date of the Customer's satisfactory completion of acceptance testing for all Software Modules selected for implementation. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers – U.S. City Average (the "Annual Renewal Fee").

11. Support.

- 11.1. With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this section 11. Subject to Customer's compliance with the terms of the Agreement and timely payment of applicable Maintenance and Support fees, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C**. An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation under conditions of normal use and where the Error is directly attributable to the

BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products will be void.

- 11.2. Support does not include the following: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include but not be limited to water, fire, wind, lightning, other natural calamities, transportation, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its agents; (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc.; and (vii) support of the BSA Software Products that have not incorporated current Modifications. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith; provided, however, that BSA shall notify Customer before rendering any excluded Maintenance and Support Services and, if requested by Customer, shall provide a quote of applicable rates and estimated costs and expenses.
- 11.3. Notwithstanding anything to the contrary, in order to maintain the integrity and proper operation of the Software, Customer agrees to use commercially reasonable efforts to implement, in the manner instructed by BSA, all Modifications in a timely manner. Customer's failure to implement any Modifications may limit or restrict the ability of Customer to implement future Modifications. Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercial reasonable judgment to determine if an Error exists.
- 11.4. Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA's system in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a connection to the Internet to facilitate BSA's remote access to BSA's system. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer.

SECTION D – GENERAL TERMS AND CONDITIONS

12. **Customer Assistance.** Customer acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Paragraph 26, below) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission).
13. **BSA Proprietary Information.**
 - 13.1. Customer acknowledges that the information associated with or contained in the BSA Software Products and information used in the performance of Professional Services include trade secrets and other confidential and proprietary information of BSA (the "Proprietary Information").
 - 13.2. The Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent except as required by law. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.
 - 13.3. Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act or breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently

disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.

- 13.4.** If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order or other mandatory order of a government authority or pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*) or other applicable law, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times, cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law. Notwithstanding anything in this Agreement to the contrary, Customer shall not be in violation of this Agreement, and shall not be liable to BSA, for any disclosure of Confidential Information that Customer reasonably determines to be required by law, provided that Customer complies with the requirements of this Section 13.4.
- 14. Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION, AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED TO DIRECT DAMAGES NOT IN EXCESS OF THE PURCHASE PRICE OF BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE AND ANY MAINTENANCE AND SUPPORT SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO THE CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR USE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.
- 15.** Customer is solely responsible for its data, its database, and for maintaining suitable back-ups of the data and database to prevent data loss in the event of any hardware or software malfunction. Customer covenants and agrees to undertake all necessary measures to protect and secure its data, including implementation of technical, administrative and physical protections. BSA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DATA LOSS REGARDLESS OF THE REASONS FOR SAID LOSS. To the maximum extent authorized by law, Customer agrees to defend, indemnify and hold BSA harmless for any claim by any person or entity arising out of any loss or compromise of data or data security or arising out of Customer's breach of this Agreement.
- 16. Additional Disclaimer.** SUPPLIER PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE. EXCEPT AS SET FORTH IN THIS AGREEMENT, SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.
- 17. Indemnification; Insurance.**
- 17.1. Indemnification for Intellectual Property Infringement.** If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA will defend Customer against such claim and will pay resulting costs and damages finally awarded, provided that: (a) Customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer is not in material breach of this Agreement, and has continued to purchase Maintenance and Support Services. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense either procure the right for Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder).
- 17.2. Insurance.** At all times during the term of this Agreement, BSA shall maintain insurance that satisfies the minimum coverage requirements set forth in **Exhibit E1**. BSA shall deliver proof of insurance in a form satisfactory to Customer at least fifteen (15) days prior to commencing installation or implementation of any BSA Software Products or performance of any Professional Services under this Agreement.
- 18. No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
- 19. Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement for the other Party's material breach upon failure to cure such breach after thirty (30) days' written notice identifying with specificity the nature of the breach. Upon termination of this Agreement: (a) Customer shall promptly pay all amounts payable to BSA for Services rendered up to the date of termination; and (b) Customer shall

return or destroy, at the direction of the BSA, BSA's Proprietary Information in its possession. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 1.2, 4.1, 7.1, 13 through 18, 20 through 29, and the provisions of this Agreement, which by their nature extend beyond the termination of this Agreement, will survive termination of the Agreement. Neither BSA nor Customer may bring any action for breach of this Agreement more than one (1) year after the non-breaching Party knew or should have known of the events giving rise to such action; provided, however, that any continuing failure by either Party to perform in accordance with the material terms of this Agreement shall be deemed a continuing breach for each day that such failure exists.

20. **Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.
21. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Illinois, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Lake, State of Illinois, or in any court of the United States of America lying in the Northeast District of Illinois.
22. **Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.
23. **Export.** Customer will comply with all applicable laws, including applicable export control laws that prohibit export or diversion of certain products and technology to certain countries or individuals, including foreign nationals in the United States. Customer undertakes to determine any export licensing requirements and to comply with such obligations. The BSA Software Products are deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software-Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display, or disclosure of BSA's Software Products by the U.S. Government shall be solely in accordance with the terms of this Agreement.
24. **Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
25. **Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expansion or assignment of the licenses granted by Sections 1 and 7 of this Agreement shall require the consent of BSA.
26. **Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.
27. **Notice.** All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

If to BSA:

BSA Software

14965 Abbey Lane

Bath, MI 48808

Attn: Contracts Manager

Telephone: 517-641-8900

If to Customer:
City of Lake Forest
220 E. Deerpath
Lake Forest, IL 60045
(847) 234-2600

- 28. Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.
- 29.** The text of the Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules.
- 30. Contract Documents and Order of Precedence.** The text of the Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:

Exhibit A – Payment Terms Generally

Schedule 1 to Exhibit A - License/Interface/Customization Fees

Schedule 2 to Exhibit A – Professional Services Fees

Exhibit B – Maintenance and Support Fees

Exhibit C – Support Call Process

Exhibit D – Statement of Work

Exhibit E1 – Request for Proposals

Exhibit E2 – BSA Proposal

Exhibit E3 – Supplement to BSA Proposal, as amended on [DATE] to provide omitted responses to function requirements in original BSA Proposal

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

BSA SOFTWARE, INC.

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Payment Terms

1. Customer shall pay BSA within thirty (30) days following receipt of invoices provided in accordance with this Exhibit A. Payments not received within fifteen (15) days after the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received unless the payment is subject to a good faith dispute.
2. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. BSA shall invoice Customer \$132,490 upon the Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule 2.
4. BSA shall invoice Customer \$78,675 at the start of On-Site Implementation and Training. Such amount equals 50% of BSA's software license fees as set forth in Schedule 1.
5. BSA shall invoice Customer \$245,560 at completion of On-Site Implementation and Training, and after one (1) month of processing has elapsed. BS&A Support services shall be provided to assist the City with its first fiscal year closing process. Such amount equals On-Site Implementation and Training costs, Custom Import Costs, Post Go-Live Assistance Costs, and travel expenses, as set forth in Schedule 2, and 50% of BSA's software license fees as set forth in Schedule 1. This amount shall be adjusted for any approved change orders.
6. Customer represents that it is exempt from sales taxes and will provide its tax exemption number to BSA upon request.

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Schedule 1 to Exhibit A**License Fees**

Any modules not selected to be implemented during this project shall be removed from the contract via a change order, along with associated training, conversion and travel costs. Pricing for any removed modules will be honored for up to 24 months from contract execution.

Software Modules:

General Ledger .NET	\$9,445
Accounts Payable .NET	\$8,030
Cash Receipting .NET	\$8,030
Miscellaneous Receivables .NET	\$8,030
Purchase Order .NET	\$8,030
Fixed Assets .NET	\$8,030
Payroll .NET	\$10,390
Timesheets .NET	\$5,760
Human Resources .NET	\$9,445
Utility Billing .NET	\$12,280
Work Orders .NET	\$8,030
Inventory Management .NET	\$8,030
Building Department .NET	\$14,805
Business Licensing .NET	\$6,615
Citizen's Request for Action .NET	\$6,615
AccessMyGov/Internet Services	\$2,250
<input checked="" type="checkbox"/> <u>Includes remote setup and training</u>	
AccessMyGov/Employee Self-Service	\$6,240

Please select the features you would like to use. All of the features can be included without impacting the Annual Service Fee or Project Management and Implementation Planning Fee.

- ☐ Personal Employee, Financial, and YTD Info: This requires the use of Payroll .NET. Enables employees to: view/request changes to "master" information such as dependents, addresses, and W4 information; view and reprint check and W2 history, and withholding and direct deposit information; view YTD totals and leave balances. Open enrollment is also available, but requires the use of Human Resources .NET.
- ☐ Employment Opportunities: This requires the use of Human Resources .NET. Enables users to view currently available job postings.
- ☐ Timesheet Entry, My Timesheets: This requires the use of Timesheets .NET. "Timesheet Entry" enables employees to enter timesheet info for other staff, and enables managers to view timesheets for their staff. "My Timesheets" enables employees to enter their own time.

AccessMyGov/Financials

\$6,240

Please select the features you would like to use. All of the features can be included without impacting the Annual Service Fee or Project Management and Implementation Planning Fee.

- ☐ Financial Reporting: This requires the use of GL/Budgeting .NET. Enables users to print a financial report any time through a web interface.
- ☐ Financial Reporting (Public): This requires the use of GL/Budgeting .NET. Provides a publicly-available section to enable members of the general public to print the financial reports the municipality has selected to share.
- ☐ Manual Journal Entry Approvals: This requires the use of GL/Budgeting .NET. Enables users to approve journal entries they would otherwise have to approve through the .NET application.
- ☐ Invoice Approvals: This requires the use of Accounts Payable .NET. Enables users to approve invoices they would otherwise have to approve through the .NET application.
- ☐ Purchase Order Approvals: This requires the use of Purchase Order .NET. Enables users to approve purchase orders they would otherwise have to approve through the .NET application.
- ☐ View Work Order Schedule: This requires the use of Work Order .NET. Enables users to view work orders scheduled within a specified date range.

AccessMyGov/Building Department

\$7,085

Please select the features you would like to use. All of the features can be included without impacting the Annual Service Fee or Project Management and Implementation Planning Fee.

- ☒ View My Activity (always enabled): Enables contractors and the general public to easily access inspections and permits they have requested.
- ☐ Inspection Scheduling: Enables contractors and the general public to submit requests for inspections online.
- ☐ Building Department Search: Performs a search by any record number, including addresses, permits, and certificates.
- ☐ Rental Property Search: Enables users to search for addresses that are flagged as rental properties.
- ☐ Permit Applications: Enables contractors and the general public to submit permit applications online (see "Application Fee," below). This feature requires the Payment of Fees feature.
- ☐ Payment of Fees: Enables contractors and the general public to pay for permit and other fees online (see "Payment Processing Requirements," below).

Application Fee (\$2/application): This fee is for permit application submission only. Fees are accumulated and billed to the municipality.

AccessMyGov/Business Licensing

\$3,970

Please select the features you would like to use. All of the features can be included without impacting the Annual Service Fee or Project Management and Implementation Planning Fee.

- ☒ View My Activity (always enabled): Enables businesses to view a history of their licenses, renewals, and business information changes.
- ☐ License Application and Business Management: Enables businesses to submit license applications, pay for business renewal fees, and edit business information online. This feature requires the Payment of Fees feature.
- ☐ Payment of Fees: Enables businesses to pay fees online (see "Payment Processing Requirements," below).

Subtotal **\$157,350**

Schedule 2 to Exhibit A

Professional Services Fees

Data Conversions/Database Setup

Convert existing H.T.E. data to BS&A format:

General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	\$5,250
Accounts Payable (Vendors, Up to 10 years invoices and check history)	\$4,460
Fixed Assets (Assets and depreciation history)	\$4,460
Miscellaneous Receivables	\$6,690
Purchase Orders	\$6,690
Inventory Management (Inventory Items, Locations and Quantities)	\$4,460
Payroll (Database setup, employee detail, YTD, up to 10 years check history)	\$15,000
Human Resources (Licenses, Certifications, Benefit Plans, Positions, Position History)	\$6,300
Building Department (per database)	\$11,150
Utility Billing	\$12,280
Database Setup:	
Cash Receipting (Setup of Receipt Items/Tender Types)	\$1,500
Work Order (Setup of Work Order Types, Facilities, Assets, Equipment, Materials, Workers (if not using Employees as Workers))	\$2,000
Business Licensing (per database)	\$1,500
Subtotal	\$81,740

Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	\$1,500
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Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).
- The City reserves the right to review and accept the proposed Project Manager, upon Project Assignments.

\$50,750

Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live
- All training will be conducted live and onsite at the City of Lake Forest, with all available and known designated end users.

Software Setup	Days: 7	\$7,000
General Ledger .NET	Days: 6	\$6,000
Accounts Payable .NET	Days: 4	\$4,000
Cash Receipting .NET	Days: 3	\$3,000
Miscellaneous Receivables .NET	Days: 3	\$3,000
Purchase Order .NET	Days: 4	\$4,000
Fixed Assets .NET	Days: 2	\$2,000
Payroll .NET	Days: 23	\$23,000
Timesheets .NET	Days: 8	\$8,000
Human Resources .NET	Days: 6	\$6,000
Utility Billing .NET	Days: 15	\$15,000
Work Orders .NET	Days: 4	\$4,000
Inventory Management .NET	Days: 4	\$4,000
Building Department .NET	Days: 13	\$13,000
Business Licensing .NET	Days: 2	\$2,000
Citizen's Request for Action .NET	Days: 2	\$2,000
AMG/Employee Self Services	Days: 1	\$1,000
AMG/Financials	Days: 1	\$1,000
AMG/Building Department	Days: 2	\$2,000
AMG/Business License	Days: 1	\$1,000
User Acceptance Testing	Days: 8	\$8,000
Total: 119		Subtotal \$119,000

Post-Go Live Assistance

- Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A applications
- Assist customers with more detailed and advanced report options available within the BS&A applications
- Revisit commonly-used procedures discussed during training
- As needs arise, provide assistance with bank reconciliations
- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Days: 8 \$8,000

Travel Expenses**\$38,385**

Drive hours: \$35/hour (9 hour round trip = \$315/trip)

Meals: \$55/person/day

Lodging: \$150/person/night

Weekly Trip Amounts for Training and Post Go-Live

4 day week = \$1,135/week

3 day week = \$930/week

2 day week = \$725/week

Weekly Trip Amounts for Project Management & Implementation Planning

* Meals and Lodging calculated based on 2 people per trip

3 day week = \$1,545/week

2 day week = \$1,135/week

Travel costs calculated:

HRMS Training

9 trips @ 4 day weeks = \$10,215

1 trip @ 2 day week = \$725

UB Training

3 trips @ 4 day weeks = \$3,405

1 trip @ 3 days week = \$930

Financials Training

7 trips @ 4 day weeks = \$7,945

1 trip @ 3 day week = \$930

Community Development Training

5 trips @ 4 day weeks = \$5,675

Post Go-Live Training

2 trips @ 4 day weeks = \$2,270

Software Setup

1 trip @ 4 day week = \$1,135

1 trip @ 3 day week = \$930

Financial Project Management Days

1 trip @ 3 day week = \$1,545

1 trip @ 2 day week = \$1,135

Community Development Project Management Days

1 trip @ 3 day week = \$1,545

EXHIBIT B**Maintenance and Support Fees**

General Ledger .NET	\$2,100
Accounts Payable .NET	\$1,780
Cash Receipting .NET	\$1,780
Miscellaneous Receivables .NET	\$1,780
Purchase Order .NET	\$1,780
Fixed Assets .NET	\$1,780
Payroll .NET	\$2,310
Timesheets .NET	\$1,280
Human Resources .NET	\$2,100
Utility Billing .NET	\$2,730
Work Orders .NET	\$1,780
Inventory Management .NET	\$1,780
Building Department .NET	\$3,220
Business Licensing .NET	\$1,470
Citizen's Request for Action .NET	\$1,470
AMG/Internet Services	\$1,500
AMG/Employee Self Services	\$1,390
AMG/Financials	\$1,390
AMG/Building Department	\$1,570
AMG/Business License	\$880
Total Annual Service, New Purchases	\$35,870

EXHIBIT C**Support Call Process**

BSA's standard hours for telephone support are from 8:30 a.m. to 6:00 p.m. (EST), Monday through Thursday, and 8:30 a.m. to 5:00 p.m. (EST) on Friday, excluding holidays.

You can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of our applications (ii) our toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

Customer service requests fall into four main categories:

- A. Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. Issues/Bugs.** Errors fall into three (3) subcategories:
 - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) day.
 - ii. Moderate.** Cases where an Error causes inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within our standard update cycle.
 - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not impede functionality in any significant way. These issues are assigned a priority level at our regular meetings, and resolution times are based on the specified priority.

Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop via the Internet to provide Customer with virtual on-site support. BSA's support team is able to quickly connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.

EXHIBIT D

Statement of Work

DRAFT

Statement of Work

City of Lake Forest, Lake County IL

DRAFT

Prepared for:	City of Lake Forest
Prepared by:	Kevin Schafer BS&A Software
Date:	October 24, 2017
Version:	1
Revision:	0.0
Status:	Draft

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1. Contact List

This section provides the list of key contacts for both BS&A Software and City of Lake Forest:

BS&A Contacts

<i>Name</i>	<i>Email</i>	<i>Phone</i>
Kevin Schafer	kschafer@bsasoftware.com	517-881-6445
Jason Hafner	jhafner@bsasoftware.com	517-641-8900

City of Lake Forest Contacts

<i>Name</i>	<i>Email</i>	<i>Phone</i>
Diane Horn	hornd@cityoflakeforest.com	847-810-3598
Elizabeth Holleb	hollebe@cityoflakeforest.com	847-810-3612

2. Key Data from Proposal

See Exhibit A of Software License and Services Agreement

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3. Activities and Deliverables

This section describes specific activities and deliverables that will be provided by BS&A Software to fulfill the obligations set out in the proposal. Each subsection includes the detailed requirements for: Data Conversion, Process Definition, and Cutover.

3.1 GL/Budgeting

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Confirm fiscal year end and desired GL format
3. Preliminary conversion development
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Extract final data with corroborating reports
7. Convert final data
8. QC final BS&A database and documentation
9. Build GL banks and assign GL cash accounts
10. Set up due to/due from rules
11. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current GL process
 - a. Chart of Accounts analysis
 - b. Budget process and timing
 - c. Bank reconciliation process and timing
 - d. Pooled cash environments
 - e. Funds with differing FYEs
 - f. Project accounting
 - g. Grant accounting
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.2 Cash Receipting

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Confirm fiscal year end and desired GL format
3. Preliminary conversion development
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Extract final data with corroborating reports
7. Convert final data
 - a. If no conversion, add receipt items
8. QC final BS&A database and documentation
9. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current CR process
 - a. Number of receipting stations
 - b. Confirm receipting hardware requirements
 - c. Any required application interfaces

2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.3 Accounts Payable

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Confirm fiscal year end and desired GL format
3. Preliminary conversion development
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Extract final data with corroborating reports
7. Convert final data
 - a. If no conversion, import vendors list
8. QC final BS&A database and documentation
 - a. Verify 1099 vendors are marked
9. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current AP process
 - a. Invoice entry process and timing
 - b. Approval process
 - c. Check run process and timing
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.4 Purchase Order

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Customize purchase order format
3. Create encumbrances from open POs
4. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current PO process
 - a. Requisition entry process
 - b. Purchasing policy
 - c. Approval workflow
 - d. Bidding
 - e. Receiving
 - f. Year end process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.5 Fixed Assets

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Collect screen shots from current solution
3. Preliminary conversion development
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Extract final data with corroborating reports
7. Convert final data
8. QC final BS&A database and documentation
9. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current FA process
 - a. Depreciation schedule
 - b. Construction in progress
 - c. Improvements
 - d. Importing assets from PO or AP
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.6 Miscellaneous Receivables

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. QC final BS&A database and documentation
3. Customize MR invoice format
4. Customize customer statement format
5. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current MR process
 - a. Invoice entry process
 - b. Billing frequency
 - c. Penalties
 - d. ACH payments
 - e. Handling of delinquent balances
 - f. Any required application interfaces
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.7 Payroll

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development

3. Refine development using implementation notes and contract language
4. Develop required payroll documents, including check formats
5. Duplicate payroll
6. Test journalization
7. Preliminary conversion QC and documentation
8. Extract final data with corroborating reports
9. Convert final data
10. QC final BS&A database and documentation
11. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current PR process
 - a. Number of employees
 - b. Departments
 - c. Active/inactive
 - d. Pay frequencies
 - e. Hourly pay vs. salary pay
 - f. Allocation tables
 - g. Bargaining unit impact
 - h. Pay structures/rates
 - i. Direct deposit
 - j. Shift work/overtime
 - k. Leave policies
 - l. Workers compensation
 - m. Equipment rental
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.8 Human Resources

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development
3. Preliminary conversion QC and documentation
4. Benefit categories
5. Benefit carriers
6. Benefit plans
7. QC final BS&A database and documentation
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current HR process
 - a. Number of employees with benefits
 - b. Benefit categories, carriers, plans
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.9 Timesheets**Establish BS&A Process**

1. Review current TS process
 - a. Centralized vs. decentralized entry
 - b. Individual vs. group training
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.10 Utility Billing**Establish BS&A Databases**

1. Extract preliminary data with corroborating reports
2. Collect screen shots from current solution
3. Preliminary conversion development
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Customize bill format and other documents
7. Extract final data with corroborating reports
8. Convert final data
9. QC final BS&A database and documentation
10. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current UB process
 - a. Billing frequency and timing
 - b. Read file interfaces
 - c. Bill printing process
 - d. Payment process
 - e. Delinquent balance process
 - f. Work orders
 - g. Any required application interfaces
2. Review BS&A application functionality
3. Establish new read file interface
4. Establish payment file interface
5. Establish printer export file
6. Define BS&A process and training requirements

3.11 Work Order

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Collect screen shots from current solution
3. Customize work order format
4. Set up users and workflow
5. QC final BS&A database and documentation
6. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current WO process
 - a. Activities handled through Work Order
 - b. Workflow
 - c. Any required application interfaces
2. Review BS&A application functionality
3. Define BS&A process and training requirements

3.12 Inventory Management

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development
3. Preliminary conversion QC and documentation
4. Preliminary conversion data review
5. Extract final data with corroborating reports
6. Convert final data
7. QC final BS&A database and documentation
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current IM process
 - a. What items are inventoried
 - b. How are inventoried items receipted
 - c. How are inventoried items relieved
 - d. Will inventory items be associated with work orders
 - e. How are Quantities on Hand managed
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.13 Building Department

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development

3. Preliminary conversion QC and documentation
4. Preliminary conversion data review
5. Extract final data with corroborating reports
6. Convert final data
7. QC final BS&A database and documentation
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current BD process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.14 Field Inspection

Establish BS&A Process

1. Review current process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.15 Business Licensing

Establish BS&A Process

1. Review current process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.16 AccessMyGov – Building Department

Establish BS&A Process

1. Review current process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.17 AccessMyGov – Employee Self-Services

Establish BS&A Process

1. Review current process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.18 AccessMyGov – Financials

Establish BS&A Process

1. Review current process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.19 AccessMyGov – Business Licensing

Establish BS&A Process

1. Review current process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

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4. Delivery Method

This section describes the method that BS&A Software will use to deliver this project to City of Lake Forest. This method is described in terms of the generalized approach and as a detailed schedule.

4.1 Generalized Approach

BS&A Software will use the following four-phase approach to fulfill the needs of City of Lake Forest:

Phase 1 – Initiate

This phase encompasses the work necessary to achieve a signed proposal. (This phase is usually completed with the signed proposal).

Phase 2 – Plan

This phase follows the signed proposal and produces the detailed description for the work to be undertaken and the schedule for the work, and is presented in the Statement of Work (this document).

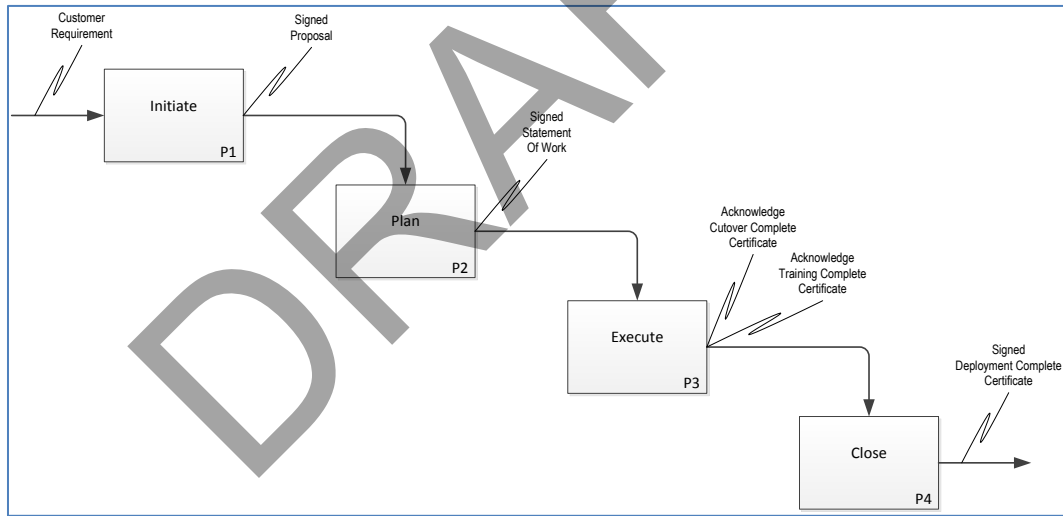
Phase 3 – Execute

This phase encompasses all of the activity necessary to bring into operation the applications provided by BS&A Software and the associated training.

Phase 4 – Close

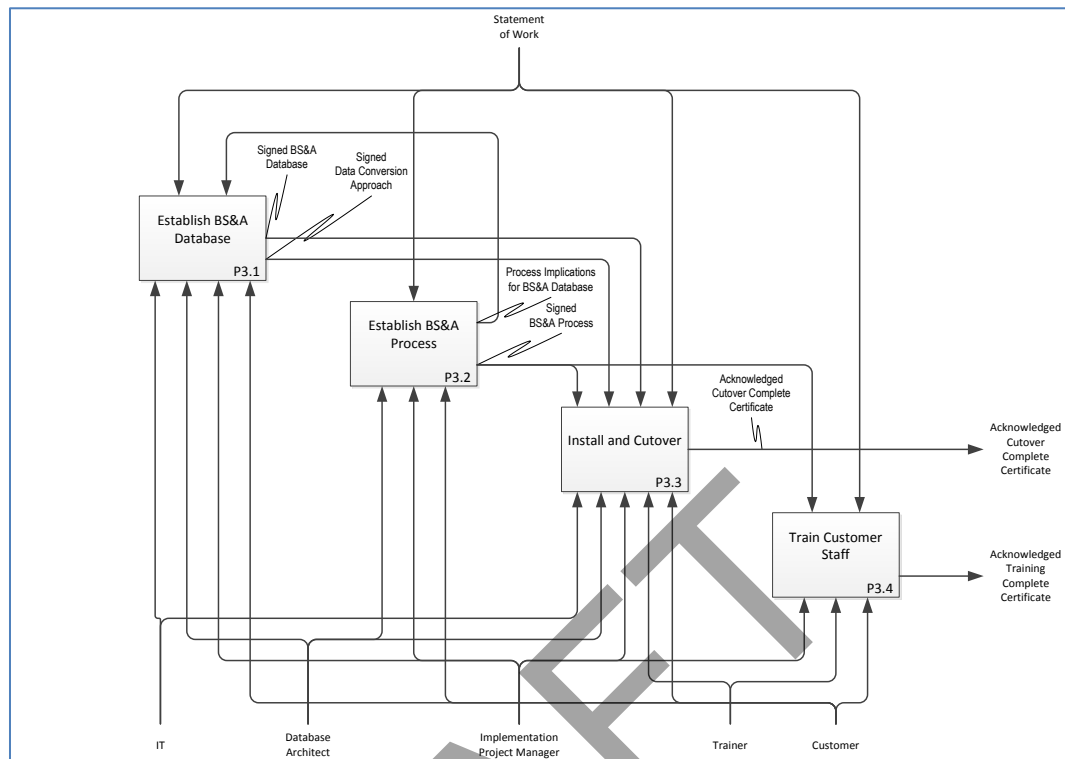
This phase provides a formal conclusion of the project and the handover to BS&A's support team.

Figure 1: Delivery Process Overview



This diagram shows the general approach that BS&A Software will follow to deliver this project.

Figure 2: Delivery Process - Execute Phase



This diagram shows the activities within the Execute phase of the project, which are:

- ~ Establish BS&A database(s)
- ~ Establish BS&A process(s)
- ~ Install and cutover
- ~ Train customer staff

The details for each activity can be provided if required.

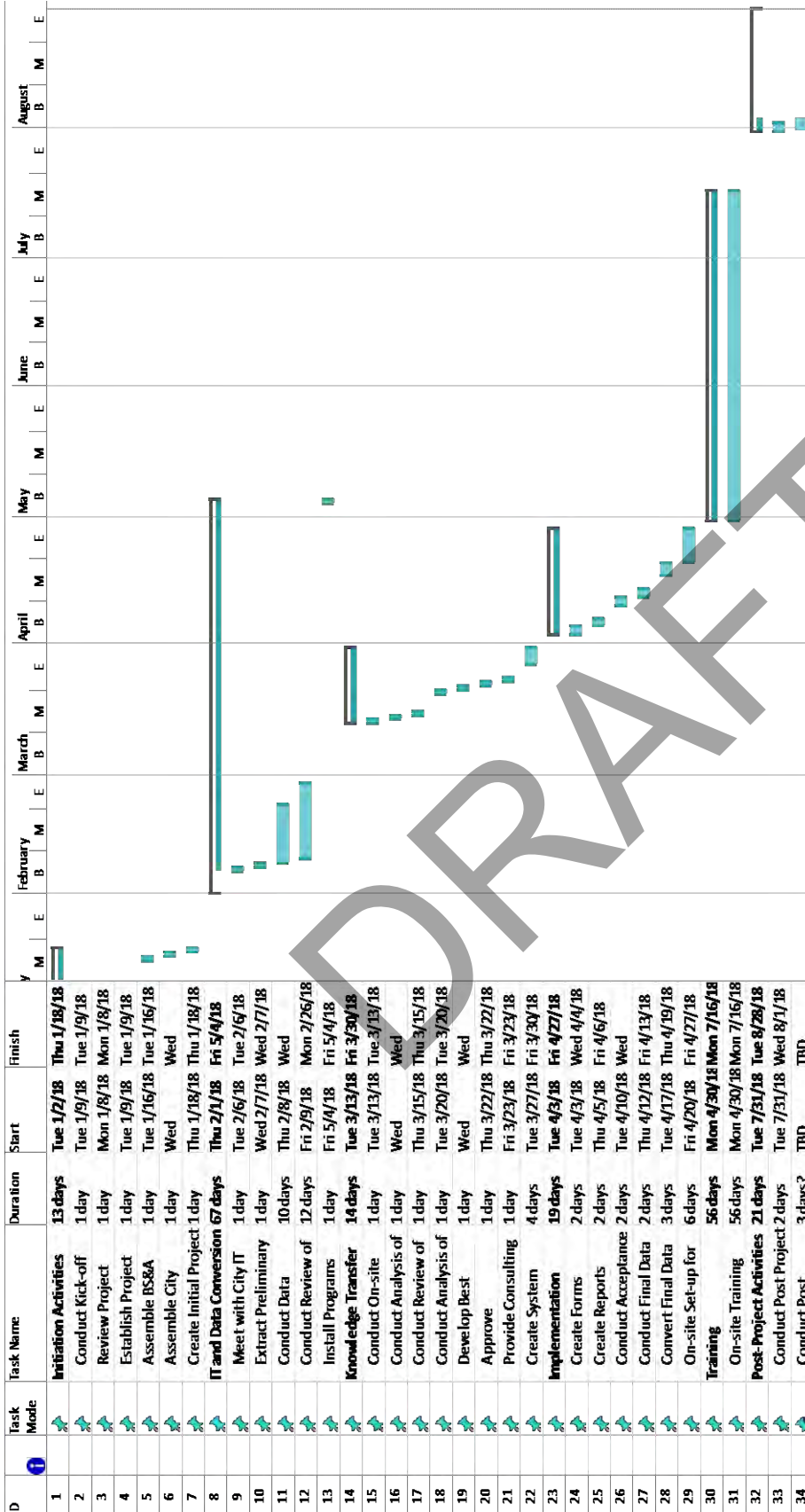
4.2 Detailed Schedule

The below schedule is an example, actual dates will be determined, in coordination with the City, upon receipt of a signed proposal [A1].

Task	Responsible Parties (Bold is Primary)	Start Date	End Date
Initiation Activities			
Conduct Kick-off Meeting	BS&A and City	1/8/18	1/8/18
Review Project Scope and Project Management Process	BS&A	1/8/18	1/8/18
Establish Project Meeting Schedule	BS&A and City	1/8/18	1/8/18
Assemble BS&A Project Team	BS&A	1/15/18	1/15/18
Assemble City Project Team	City	1/16/18	1/16/18
Create Initial Project Timeline	BS&A & City	1/17/18	1/17/17
IT and Data Conversion Activities			
Meet with City IT Staff to review Hardware Configurations	BS&A and City	2/8/18	2/8/18
Extract Preliminary Data from current System	BS&A and City	2/9/18	2/9/18
Conduct Data Mapping and Develop Data Conversion Routines	BS&A	2/10/18	2/10/18
Conduct Review of Converted Data with City	BS&A and City	2/11/18	3/5/18
Install Programs	BS&A	5/4/18	5/4/18
Knowledge Transfer			
Conduct On-site Process Review Meeting	BS&A and City	3/13/18	3/13/18
Conduct Analysis of Current Forms	BS&A and City	3/14/18	3/14/18
Conduct R Review of Required Reports	BS&A and City	3/15/18	3/15/18
Conduct Analysis of System Interface Requirements	BS&A and City	3/19/18	3/19/18
Develop Best Practices Recommendation	BS&A	3/20/18	3/20/18
Approve Recommendations	City	3/21/18	3/21/18
Provide Consulting and Assistance with Chart of Account Redesign	BS&A	3/22/18	3/22/18
Create System Specification Document	BS&A	3/26/18	3/29/18
Implementation			
Create Forms	BS&A	4/2/18	4/3/18
Create Reports	BS&A	4/4/18	4/5/18
Conduct Acceptance Testing	City	4/9/18	4/10/18
Conduct Final Data Extraction	City	4/11/18	4/12/18
Convert Final Data	BS&A	4/16/18	4/17/18
On-site Set-up for Users and Configuration Items	BS&A	4/18/18	4/23/18
Training			
On-site Training	BS&A and City	4/18	7/18
Post-Project Activities			
Conduct Post Project Review & Assessment	BS&A and City	8/18	8/18
Conduct Post Implementation Follow Up Training	BS&A and City	TBD	TBD

4.3 Gantt Chart

The dates shown below are a sample. Actual dates to be determined, in coordination with the City, upon receipt of a signed contract.



5. Project Management Process

This section describes the following project management procedures that will be used to support the delivery of this project:

- ~ Organization
- ~ Change Control
- ~ RAID Management (Risk, Action, Issue, Decision)

5.1 Organization – Roles and Responsibilities

This subsection describes the organization that BS&A Software will use to support the delivery of this project.

Project Specific Roles

BS&A Software will use the following roles during the project:

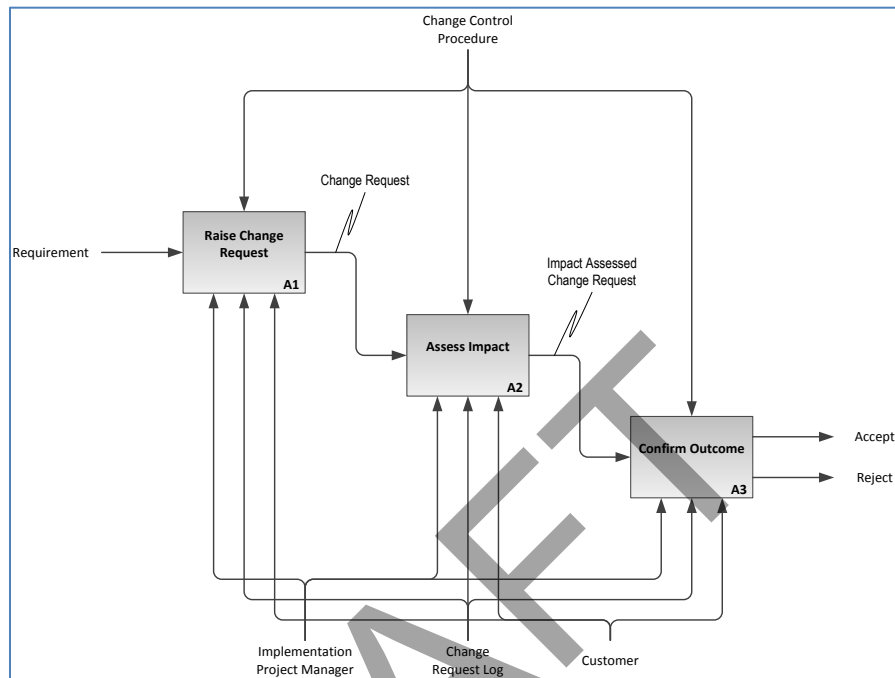
- ~ **Implementation Director**
 - Has overall accountability for the project and provides a point of escalation for the customer.
- ~ **Implementation Project Manager**
 - Has day-to-day accountability for the project.
 - Manages and coordinates all activities and resources associated with the project
 - Produces and maintains the Project Plan
 - Responsible for and leads the work associated with the development of the customer's new processes.
- ~ **Database Architect**
 - Responsible for and leads the work associated with the development of the customer's new databases.
- ~ **Trainer**
 - Responsible for and leads the cutover and delivery of the training.
- ~ **IT**
 - Assists with the extraction of test and production data from the customer's existing applications.
 - Responsible for the installation of the BS&A applications on the customer's production environment.
- ~ **Subject Matter Experts**
 - May assist as required.

Note: there may be a number of people fulfilling each role; i.e., trainers may only train on specific applications.

5.2 Change Control

This subsection describes the Change Control procedure that BS&A Software will use to support the delivery of projects.

Figure 3: Change Control Procedure



This diagram shows the Change Control Procedure and activities as follows:

- ~ Raise change request
- ~ Assess impact
- ~ Confirm outcome

The details of these activities are available in the Project Management Procedures document.

5.3 RAID Management

This subsection provides an overview of the RAID Management (Risk, Action, Issue, and Decision) procedures that will be used to support the delivery of this project.

ITEM	DEFINITION	ATTRIBUTES
Risk	Used to describe events that may occur and the impact on the project if they occur	<i>Creation</i> – can be raised at any point during the life of the project <i>Review</i> – risks will be reviewed at specific times during the project <i>Lifespan</i> – could remain open for the duration of the project
Action	Used to describe and control the specific tasks that are raised at management meetings. These tasks are outside of activities listed in the Project Plan and Statement of Work.	<i>Creation</i> – are raised at an appropriate management meeting, and can be raised at any point during the life of the project. <i>Review</i> – progress towards closure will be reviewed at each subsequent instance of the management meeting at which the action was raised. <i>Lifespan</i> – the expectation is that an action will be closed within two iterations of the management meeting at which they were raised.
Issue	Used to describe and bring focus to a situation where a task on the project plan has not been, or cannot be, delivered according to: schedule, specification, or budget.	<i>Creation</i> – can be raised at any point during the life of the project. <i>Review</i> – progress towards closure will be reviewed at the management meeting. <i>Lifespan</i> – an issue will remain open until it has been resolved to the satisfaction of all concerned.
Decision	Used to describe and record a decision made by the project; i.e., the outcome of a change request, or the approval of a milestone.	<i>Creation</i> – can be raised at any point during the life of the project. <i>Review</i> – decisions are presented to a management meeting that has the authority to make those decisions. <i>Lifespan</i> – a decision will be open up to the point that when it is presented to the meeting, it will be either accepted or rejected (a “no-decision” is equal to a rejection).

The details of the RAID Management procedure are available in the Project Management Procedures document.

6. Review and Approval

There will be various review points during the project (see Project Schedule Dates) when a formal review of progress will be marked by the confirmation of, and agreement to, specific deliverables.

You will receive a confirmation email at the completion of each of the following milestones in the implementation process. A return email will serve as your approval:

- ~ **Statement of Work.** At this point, we will ask you to acknowledge that you have received the Statement of Work and that it represents the agreed-upon scope of the project.
- ~ **BS&A Database and Conversion Approach.** At this point, we will ask you to acknowledge that you have received the BS&A Database and Conversion Approach, and that it represents an acceptable conversion plan for Cutover.
- ~ **Cutover Complete.** At this point, we will ask you to acknowledge that the Implementation Team has provided an agreed-upon BS&A Database and Conversion Approach.
- ~ **Training Complete.** At this point, we will ask you to acknowledge that the Training Team has delivered training consistent with the Statement of Work, or that some days were left unused and should not be billed.
- ~ **Deployment Complete.** At this point, we will ask you to acknowledge that BS&A has provided deliverables consistent with the Statement of Work, and that any outstanding issues from the Implementation and Training processes have been addressed or transferred to the Support Team[A2].

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7 Change Request Form

TITLE	
Owner Provide the name of the person who would like this Change Request to go forward for consideration.	
Date Raised Provide the date that this Change Request was raised	
Rationale <i>[tick most appropriate]</i> What is the primary reason for raising this Change Request?	<input type="radio"/> Unknown <input type="radio"/> Resolve an issue <input type="radio"/> Terminate or treat a risk <input type="radio"/> Reduce project cost <input type="radio"/> Improve the business case <input type="radio"/> Increase capability <input type="radio"/> Align with external environment <input type="radio"/> Comply with legal or regulatory requirements
Description <i>[tick all appropriate]</i> What needs to change?	<input type="checkbox"/> Change scope <input type="checkbox"/> Change specification <input type="checkbox"/> Change design <input type="checkbox"/> Change strategy or approach <input type="checkbox"/> Change schedule
Description notes Provide a brief description of what needs to change, and include reference to the specific milestones that will be affected.	
Benefit <i>[tick most appropriate]</i> What is the expected scale of the benefit associated with this Change Request?	<input type="radio"/> Unknown <input type="radio"/> Less than \$1,000 <input type="radio"/> Between \$1,000 and \$5,000 <input type="radio"/> Between \$5,000 and \$10,000 <input type="radio"/> More than \$10,000
Impact on schedule <i>[tick most appropriate]</i> What is the estimated impact on the schedule of this Change Request?	<input type="radio"/> Unknown <input type="radio"/> No impact <input type="radio"/> One month <input type="radio"/> Between one month and three months <input type="radio"/> More than three months
Impact on cost <i>[tick most appropriate]</i> What is the estimated direct cost of implementing this Change Request?	<input type="radio"/> Unknown <input type="radio"/> Less than \$1,000 <input type="radio"/> Between \$1,000 and \$5,000 <input type="radio"/> Between \$5,000 and \$10,000 <input type="radio"/> More than \$10,000

EXHIBIT E1

Request for Proposals

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EXHIBIT E2

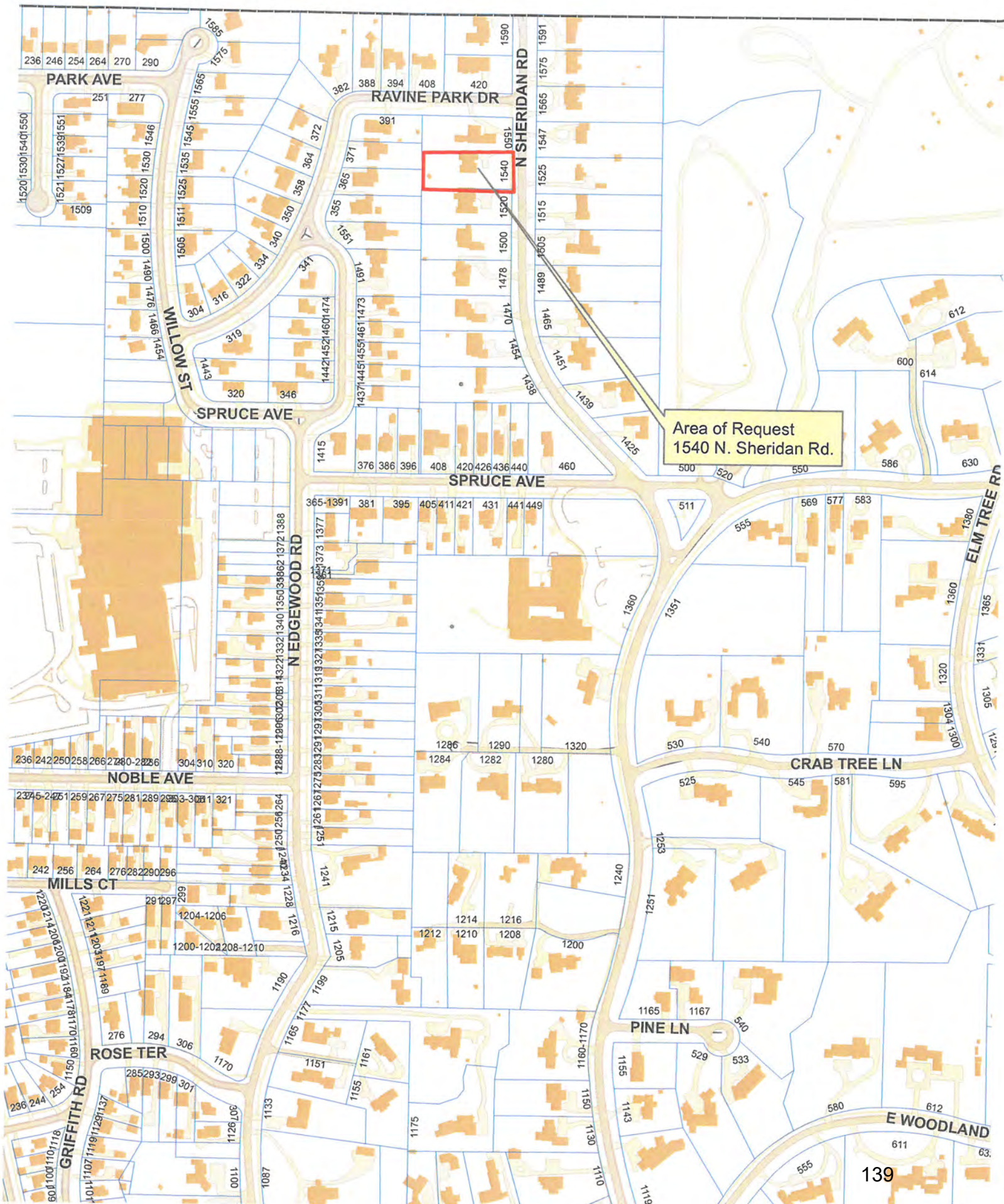
BSA Proposal

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EXHIBIT E3

Supplement to BSA Proposal

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Area of Request
1540 N. Sheridan Rd.

THE CITY OF LAKE FOREST
ORDINANCE NO. 2017- ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 1540 N. SHERIDAN ROAD

WHEREAS, JB Holdings, LLC (Jamie Childs) ("**Owner**") is the owner of that certain real property commonly known as 1540 N. Sheridan Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the R-2, Single Family Residence Zoning District; and

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

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

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on December 6, 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 R-2, Single Family Residence District under the City Code,
2. Owner proposes to construct the Improvements as depicted on the plans,

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

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

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

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

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

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

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

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

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

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

SECTION FOUR: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if the 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

GROUP EXHIBIT B

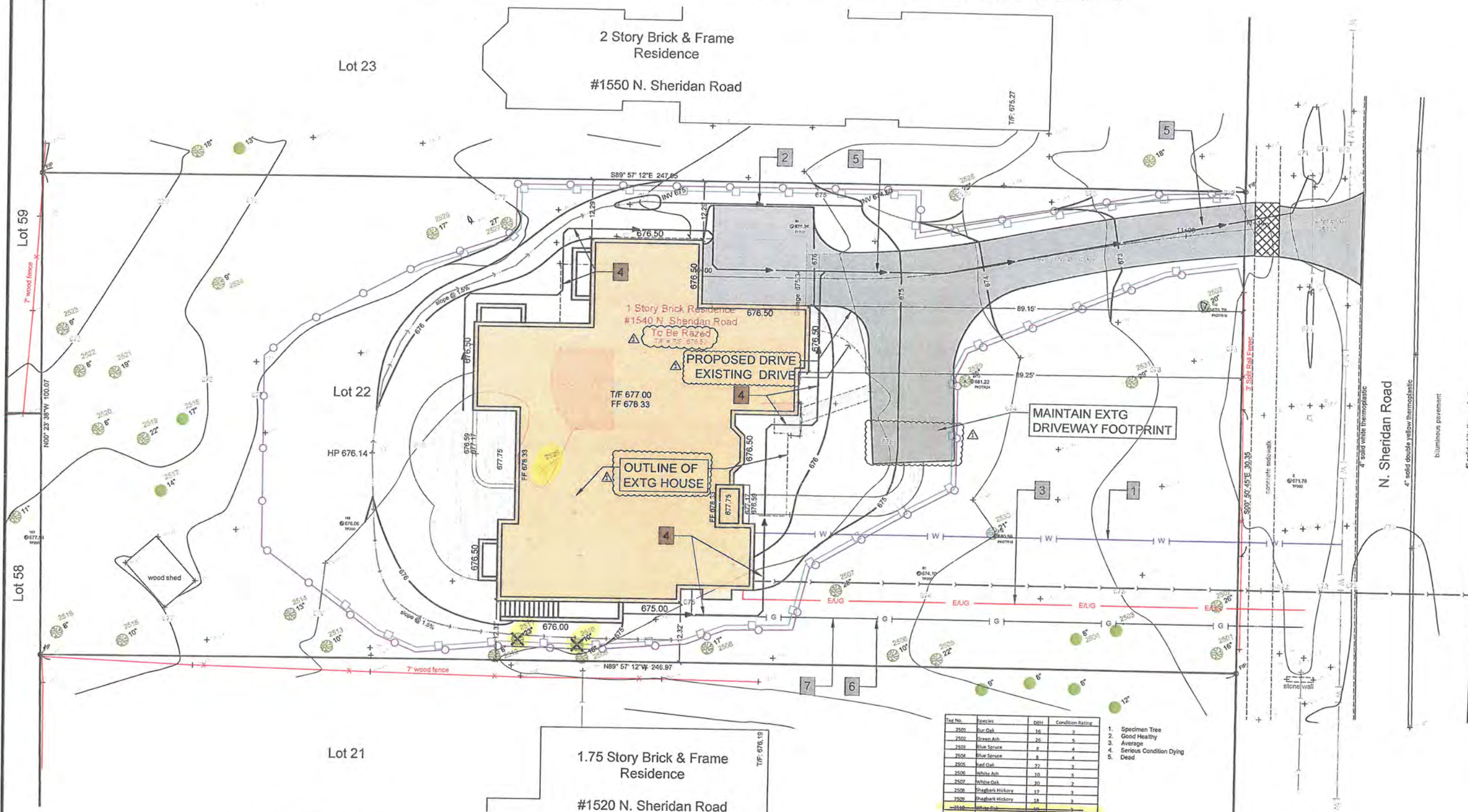
1540 N. SHERIDAN ROAD

The Plans

LAKE FOREST

PROPOSED GRADING PLAN

LOT 22 IN SHERIDAN MANOR, BEING A SUBDIVISION OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1922, AS DOCUMENT 208264, IN BOOK "K" OF PLATS, PAGE 91, IN LAKE COUNTY, ILLINOIS.



1. 121 LF 2" WATER SERVICE TYPE K CU W/ CURB STOP AND BOX - DIRECTIONAL DRILL
2. 41 LF 8" PVC SDR 26 @ 1.22%
3. 152 LF 6" PVC CERTA-FLO SDR 21 @ 2.0% MIN. SAN SEWER SERVICE - DIRECTIONAL DRILL
4. 227 LF 6" PVC SDR 35 @ 1.0% MIN STORM SEWER TO PICK UP DOWNSPOUTS AND SUMP PUMP
5. 6" PVC SDR 35 @ 1.0% MIN STORM SEWER
6. NEW UNDERGROUND ELEC. AND TELEPHONE DIRECTIONAL DRILL
7. NEW GAS SERVICE - DIRECTIONAL DRILL

Tag No.	Species	Diam.	Condition Rating
2500	Red Oak	16	3
2501	Green Ash	26	5
2502	Blue Spruce	8	4
2503	Blue Spruce	8	4
2504	Red Oak	22	3
2505	White Oak	10	5
2506	White Oak	20	2
2507	Shagbark Hickory	17	3
2508	Shagbark Hickory	18	3
2509	White Oak	16	3
2510	White Oak	20	2
2511	Shagbark Hickory	10	2
2512	White Oak	18	5
2513	Red Oak	10	2
2514	Red Oak	16	2
2515	Red Oak	16	2
2516	Red Oak	16	2
2517	Red Oak	16	2
2518	Red Oak	16	2
2519	White Oak	22	2
2520	White Oak	8	5
2521	White Oak	10	4
2522	Green Ash	8	5
2523	White Oak	9	5
2524	White Oak	9	5
2525	White Oak	10	2
2526	White Oak	17	2
2527	White Oak	22	4
2528	Red Oak	16	2
2529	Red Oak	26	2
2530	White Oak	21	2
2531	Red Oak	26	2
2532	Green Ash	20	5

1. Specimen Tree
2. Good Healthy
3. Average
4. Serious Condition Dying
5. Dead

BLECK

engineers | surveyors

Bleck Engineering Company, Inc.
1375 North Western Avenue
Lake Forest, Illinois 60045
T 847.295.5200 F 847.295.7081
www.bleckeng.com

Private Residence

Lake Forest, IL



BENCHMARK: Arrow Nut on Fire Hydrant at NW Corner of Sheridan Road and Ravine Park Drive Intersection
ELEVATION = 674.86 (NAVD 88)

ISSUED DATE	ISSUED FOR
10.31.2017	BRB
11.14.2017	LF REVIEW 11.07.17

PROFESSIONAL SEAL



Michael G. Bleck, PE 10.31.2017
License No. 002-048852 Expires 10/31/2021
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Childs Development
711 McKinley Road, Suite 6
Lake Forest, Illinois 60045

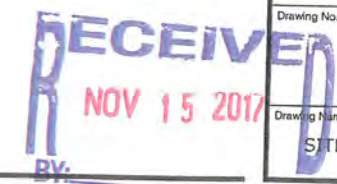
70-1036	Project No.
MB	Drawn By
MGB	Checked By

Drawing No.

2

Drawn Name

SITE GRADING PLAN



1540 N. SHERIDAN ROAD

GROUP EXHIBIT B

The Plans

PROPOSED ELEVATIONS



FRONT ELEVATION

ISSUE DATES:		REMARKS
DATE	3-5-65	ISSUED FOR REVIEWS

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PSENKA ARCHITECTS Inc
ARCHITECTURE • PLANNING • DESIGN • BUILD
1115 WEST STATION STREET, BARRINGTON, IL 60010
FAX 847/376-0701
TELEPHONE 847/376-0700



JOB NO.	
DRAIN BY	PAP
CHECKED BY	PAP
APPROVED	PAP

PRELIM

SHEET NO.

P-4

RECEIVED
NOV 15 2017

145

1540 N. SHERIDAN ROAD

GROUP EXHIBIT B

The Plans



REAR ELEVATION

ISSUE DATES		REVISIONS
DATE	BY	REVISIONS
1-1-05		ISSUED FOR REVIEW

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PSENKA ARCHITECTS INC.
ARCHITECTS • PLANNERS • DESIGNERS
148 WEST STATION STREET, BIRMINGHAM, AL 35203
TEL: 205-261-4901 FAX: 205-261-4902



JOB NO.	DATE	CHECKED BY

PRELIM

SHEET NO.

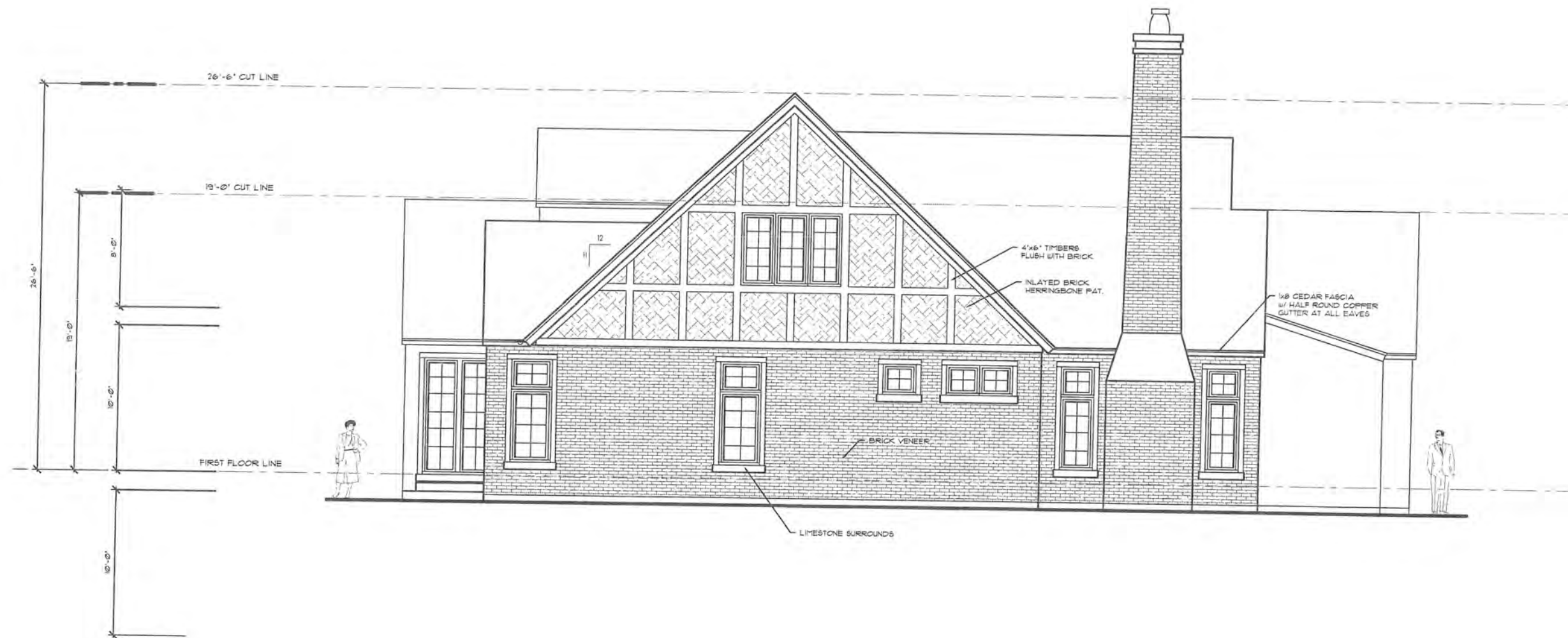
P-6



1540 N. SHERIDAN ROAD

GROUP EXHIBIT B

The Plans



LEFT ELEVATION

ISSUE DATES	
DATE	REMARKS
3.13.05	ISSUED FOR REVIEW

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ARCHITECTS • PLANNERS • DESIGNERS
184 WEST EATON STREET, MURKIN, IL 60070
TEL: 847-254-0000 FAX: 847-254-0001



JOB NO.	DATE	BY

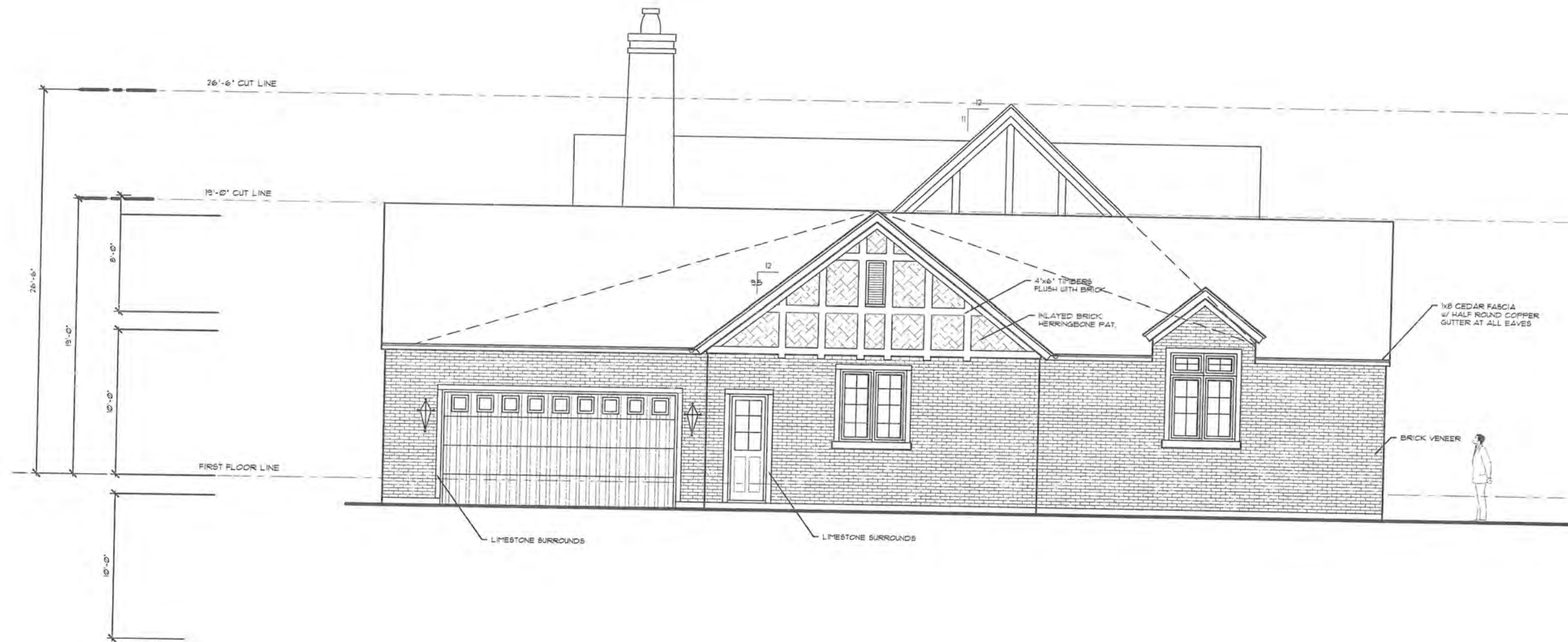
PRELIM	SHEET NO.
	147
	P-5

RECEIVED
NOV 15 2017
BY: _____

1540 N. SHERIDAN ROAD

GROUP EXHIBIT B

The Plans



RIGHT ELEVATION

ISSUE DATES		DATE	REMARKS
		3-15-00	ISSUED FOR PERMITS

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ARCHITECTURE • PLANNING • DESIGN • BUILD
100 WEST STATION STREET, SUITE 100
FEE 60784-001 TELEPHONE 847-974-000

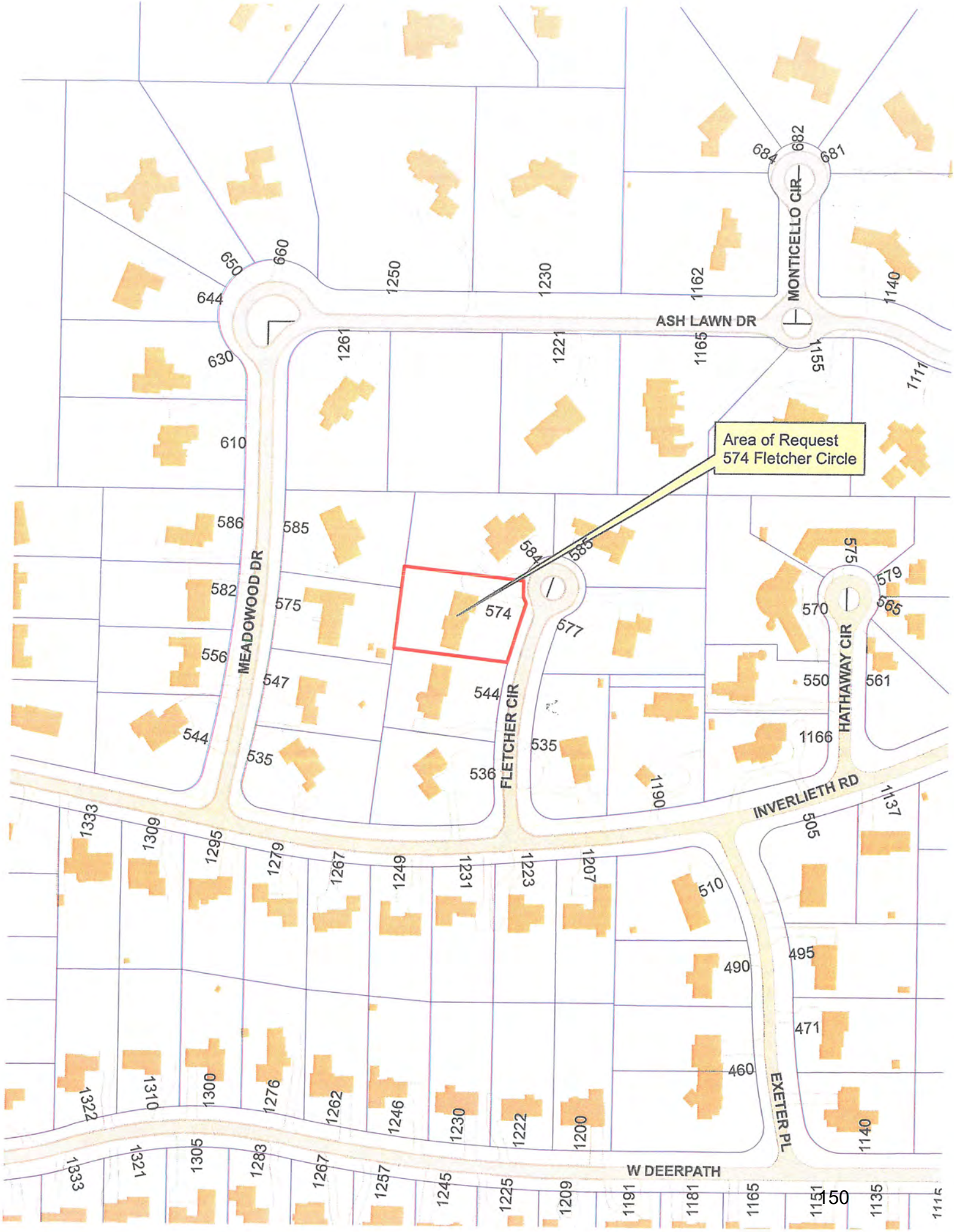


JOB NO.	DRAWN BY	PAP
CHECKED BY	PAP	
APPROVED	PAP	

RECEIVED
NOV 15 2007
BY: 148 P-7

PRELIM

SHEET NO.



Area of Request
574 Fletcher Circle

THE CITY OF LAKE FOREST

ORDINANCE NO. 2017- ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 574 FLETCHER CIRCLE

WHEREAS, Michael and Jackie Winn ("**Owners**") are the owners of that certain real property commonly known as 574 Fletcher Circle, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the R-5, Single Family Residence Zoning District; and

WHEREAS, the Owners desire to construct additions and make overall alterations to the residence ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

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

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on December 6, 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 R-5, Single Family Residence District under the City Code,
2. Owners propose to construct the Improvements as depicted on the Plans,

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

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

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

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

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

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

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

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

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

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

SECTION FOUR: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if Owners have 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: ()

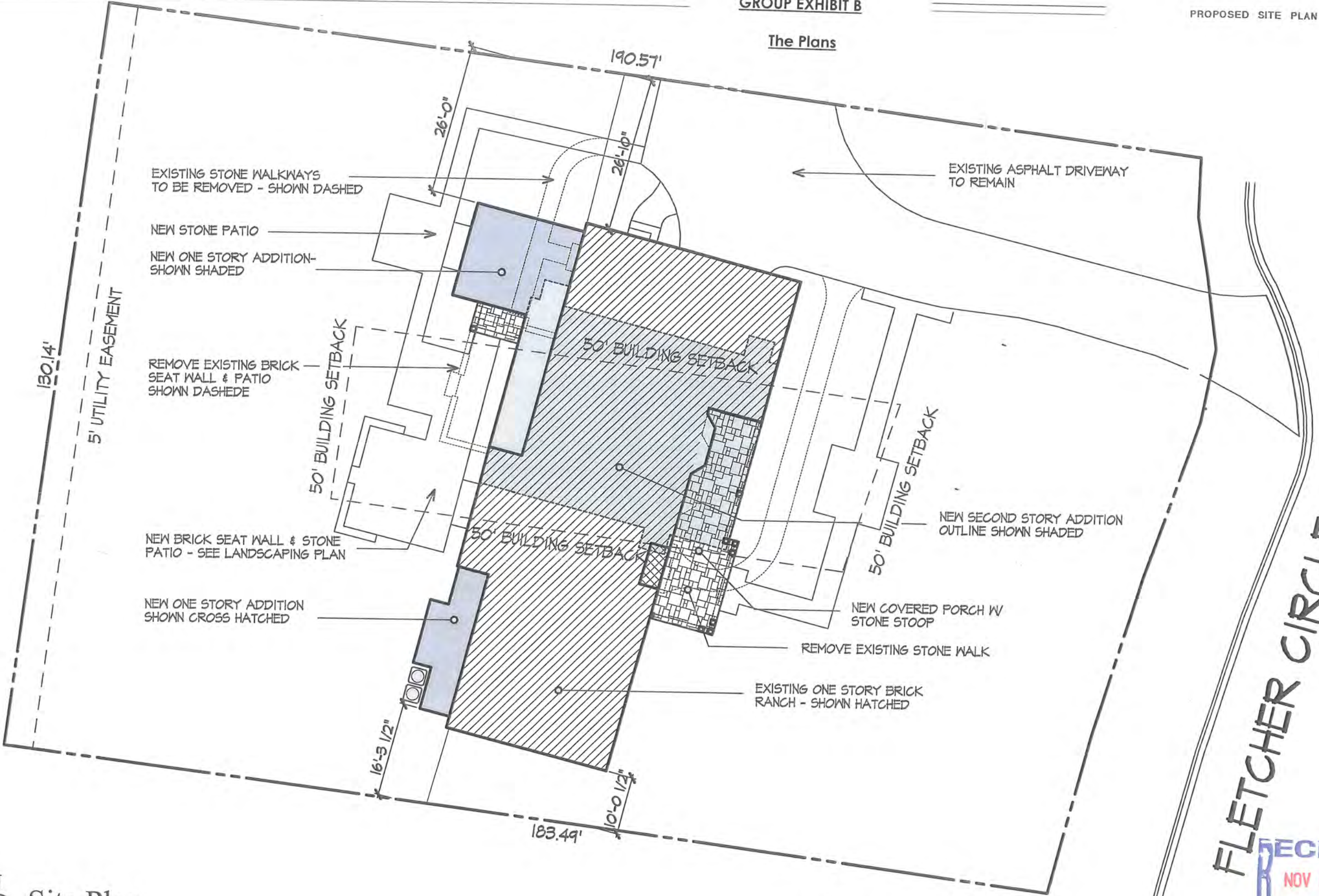
PASSED THIS __ DAY OF _____, 2017.

Mayor

ATTEST:

City Clerk

The Plans



Site Plan

Scale: 1/16" = 1'-0"



Winn Residence - 574 N. Fletcher Circle

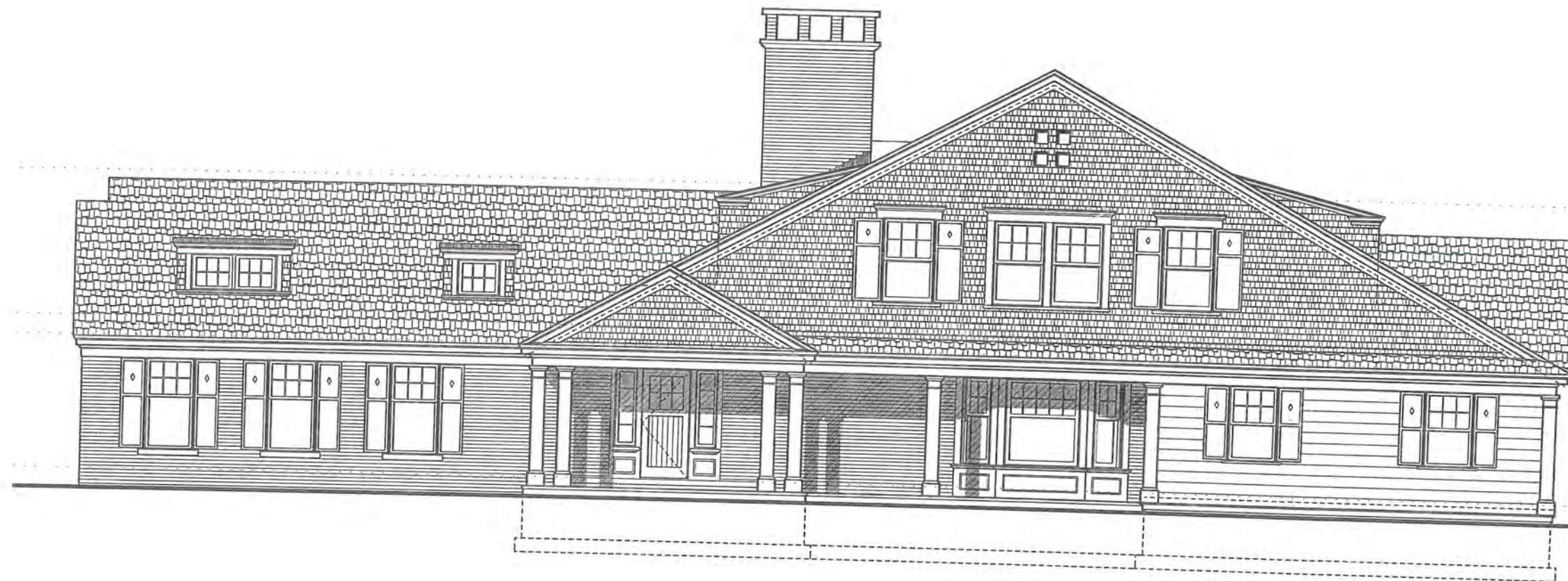
Michael E. Breseman Architects Ltd

FLETCHER CIRCLE



BY: _____

155
ARCHITECTS, Ltd.



Proposed Front Elevation

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



Winn Residence - 574 N. Fletcher Circle

Michael E. Breseman Architects Ltd

ARCHITECTS, Ltd.



Proposed Rear Elevation

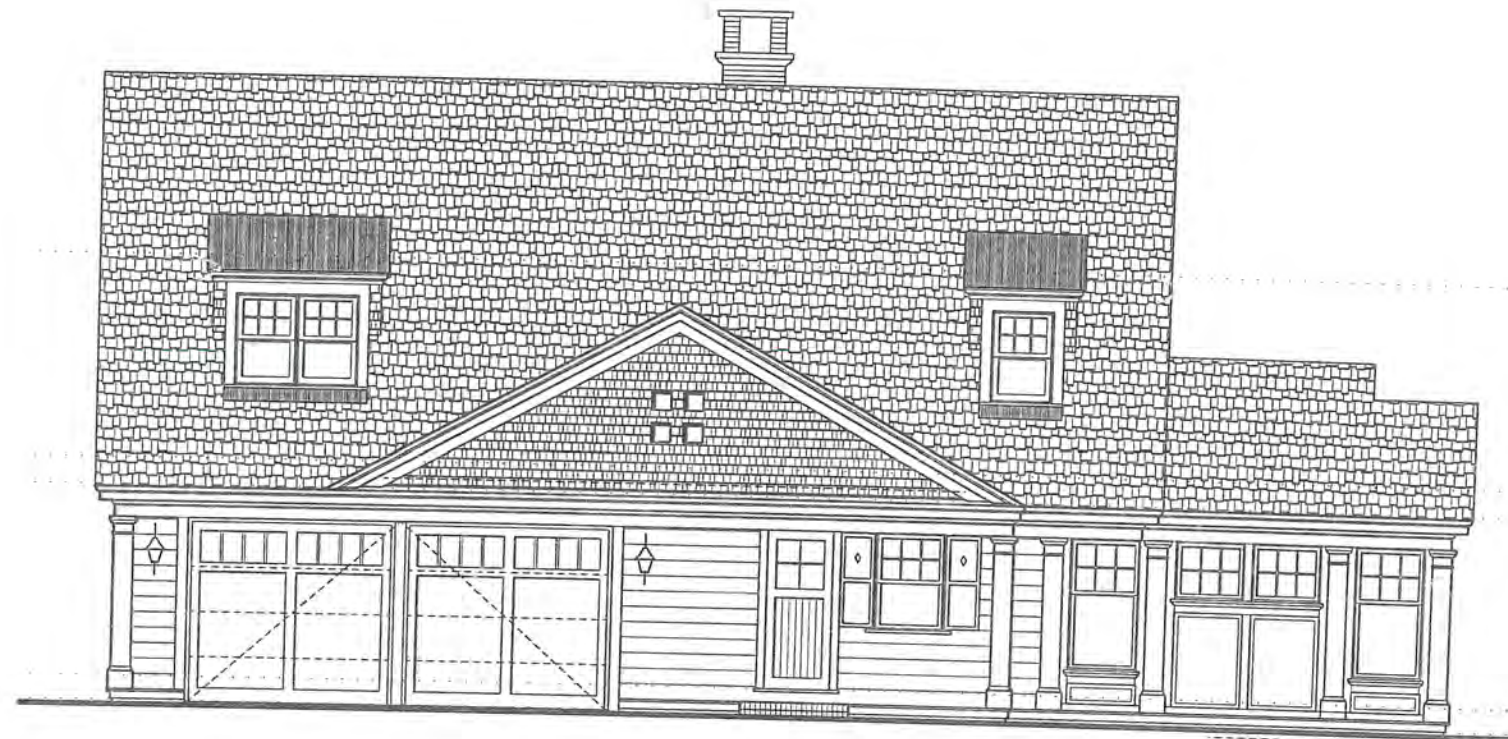
Scale: 1/8" = 1'-0"



Winn Residence - 574 N. Fletcher Circle

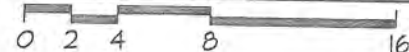
Michael E. Breseman Architects Ltd

ARCHITECTS, Ltd.



Proposed Right Elevation

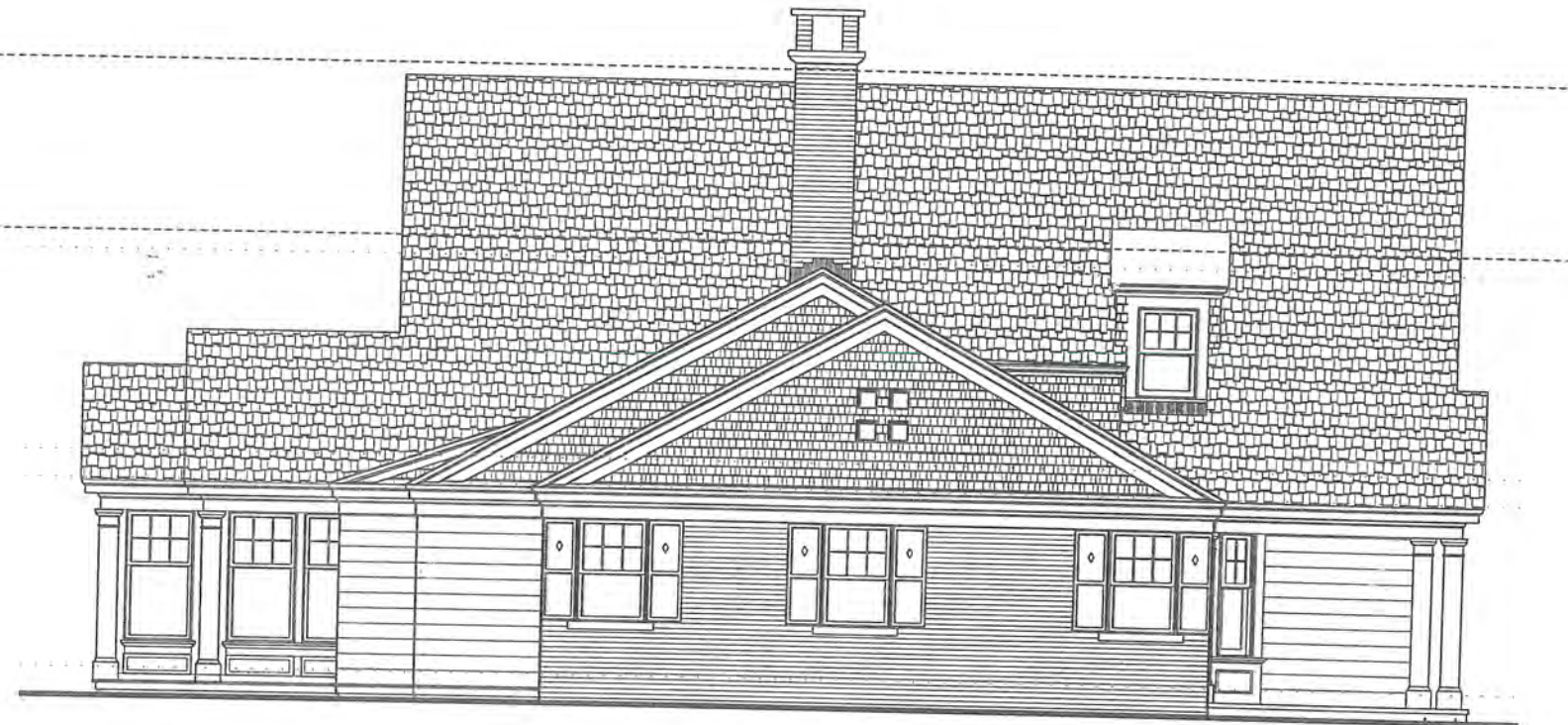
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Winn Residence - 574 N. Fletcher Circle

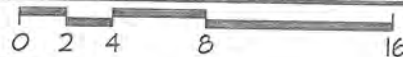
Michael E. Breseman Architects Ltd

ARCHITECTS, Ltd.



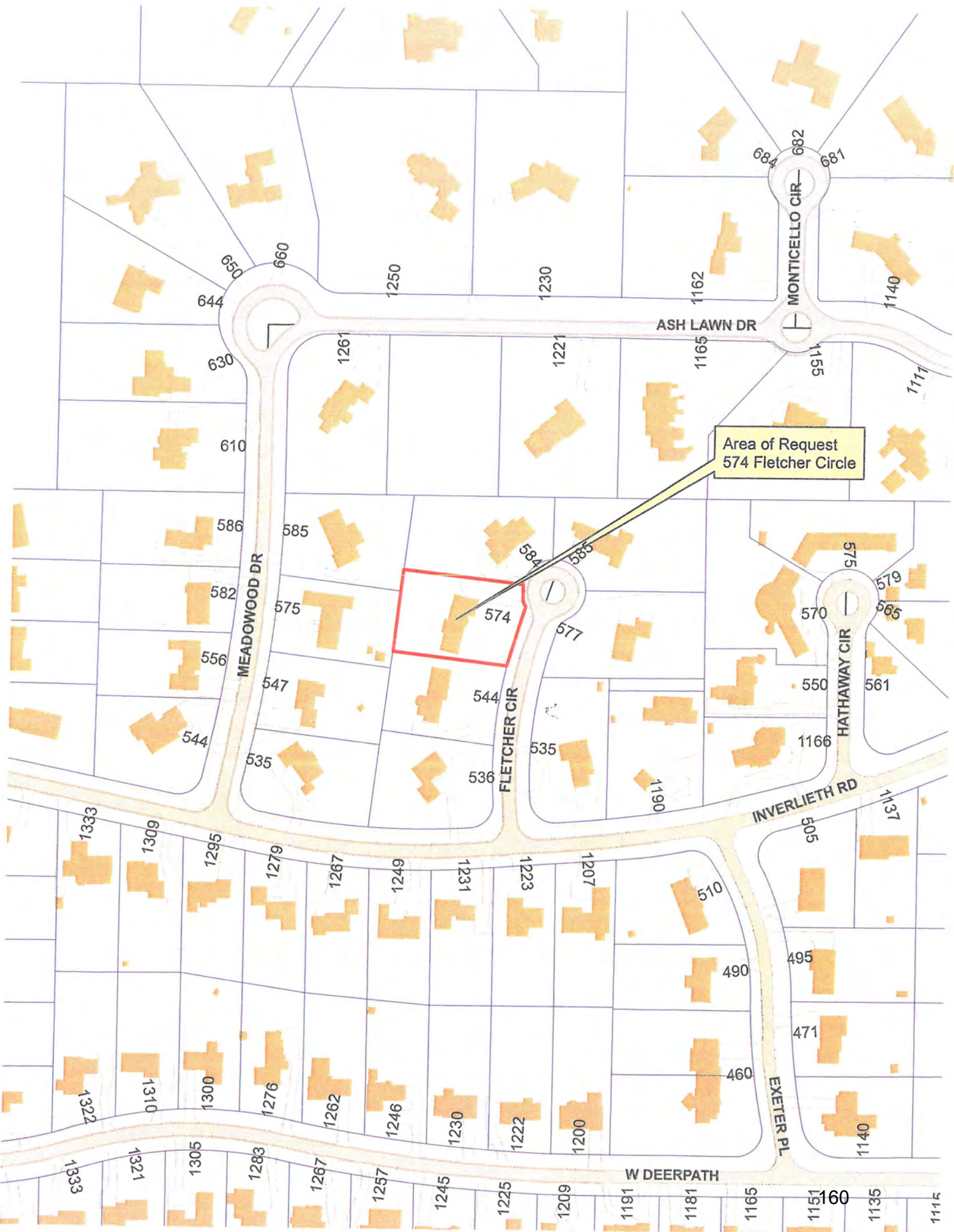
Proposed Left Elevation

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



Winn Residence - 574 N. Fletcher Circle

Michael E. Breseman Architects Ltd



Area of Request
574 Fletcher Circle

THE CITY OF LAKE FOREST

ORDINANCE NO. 2017-__

AN ORDINANCE GRANTING VARIANCES FROM THE SIDE YARD SETBACK
REQUIREMENT FOR PROPERTY LOCATED AT 574 FLETCHER CIRCLE

WHEREAS, Michael and Jackie Winn ("**Owners**") are the owners of that certain real property commonly known as 574 Fletcher Circle, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the R-5, Single Family Residence Zoning District; and

WHEREAS, the Owners desire to construct improvements, including additions and alterations ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

WHEREAS, the Owners submitted an application ("**Application**") requesting approval of variances from Section 159.081, R-5, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the side yard setback areas; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on November 28, 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 side yard setback variances will not alter the essential character of the neighborhood. The proposed additions and alterations are compatible with the siting of the existing residence and with siting of other homes on the street.
2. The conditions upon which the variances are requested, the lot size and approval of the subdivision within the R-5 zoning district, are generally unique to this neighborhood and not generally applicable to other properties in the same zoning district.
3. The existing house is nonconforming with respect to the 50-foot side yard setback requirement. The hardship in conforming to the required setbacks is a result of the half acre lots created by the subdivision that was approved by the City in 1963 in conflict with the R-5 zoning district. This condition was not created by any current or former owner of the parcel.

4. The variances and the resulting additions and alterations will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or diminish property values.

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

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

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

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

SECTION THREE: Zoning Setback Variance Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variances to allow the construction of the Improvements, as fully depicted on the Plans, partially within the side yard setbacks, and no closer than 24'6" to the north property line and no closer than 8'6" to the south property line at the furthest extent of encroachment.

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. Staging, Parking and Storage. Prior to the issuance of building permits, a plan for staging and storage of construction and demolition materials and a plan for parking construction vehicles shall be submitted and will be subject to City review and approval.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans which detail the porch as an open, rather than an enclosed, element.
- F. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owners shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

SECTION FIVE: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if the Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 90 days following the passage of this Ordinance, the unconditional agreement and consent, in the

form attached hereto as Exhibit 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. 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: ()

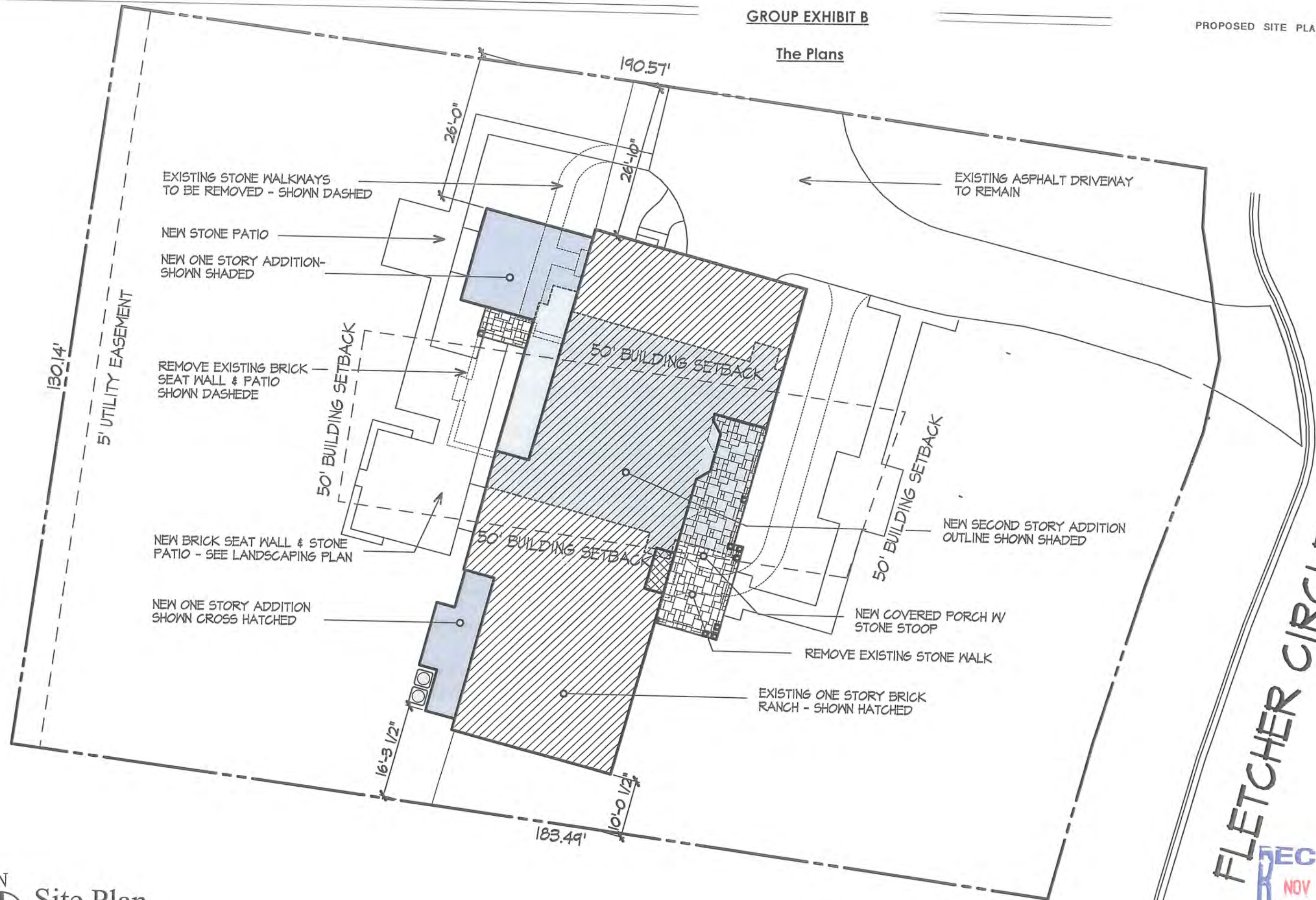
PASSED THIS __ DAY OF _____, 2017.

ATTEST:

Mayor

City Clerk

The Plans



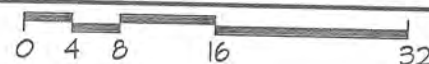
FLETCHER CIRCLE

RECEIVED
NOV 09 2017
BY: _____



Site Plan

Scale: 1/16" = 1'-0"



Winn Residence - 574 N. Fletcher Circle

Michael E. Breseman Architects Ltd

ARCHITECTS, Ltd.

THE CITY OF LAKE FOREST

ORDINANCE NO. 2017-_____

AN ORDINANCE AMENDING CHAPTERS 95, 112, AND 135 OF THE LAKE FOREST CITY CODE PROHIBITING THE USE OF ELECTRONIC SMOKING DEVICES

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

WHEREAS, the City establishes regulations for the health, safety, and welfare of its residents and related to all areas within its jurisdiction; and

WHEREAS, the City Code currently prohibits the sale of tobacco products to minors and the smoking of tobacco products in certain places; and

WHEREAS, electronic smoking devices, commonly known as "e-cigarettes," are devices designed to look like and to be used in the same manner as conventional tobacco products; and

WHEREAS, electronic smoking devices employ the use of a cartridge to deliver vaporized nicotine to users; and

WHEREAS, some cartridges used by electronic smoking devices can be filled or refilled with liquid solutions containing controlled substances, creating the potential for inhalation and exposure to controlled substances; and

WHEREAS, electronic smoking devices are often marketed in appealing flavors, such as mango, strawberry, mint, and watermelon, which can increase nicotine addiction among young people and may lead youth to try conventional tobacco products; and

WHEREAS, electronic smoking devices often mimic conventional tobacco products in shape, size, and color, with the user exhaling a smoke-like vapor similar in appearance to the exhaled smoke from cigarettes and other conventional tobacco products; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the City and its residents to regulate the sale and use of electronic smoking devices in the manner set forth below;

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: Amendment to Chapter 95 of the City Code. The following definitions in Section 95.177, entitled "Definitions," of Chapter 95, entitled "Health and Sanitation," of Title IX, entitled "General Regulations," of the Lake Forest City Code are hereby amended and shall read as follows:

§ 95.177: Definitions.

SMOKE or SMOKING. Inhaling, exhaling, burning or carrying a lighted cigar, cigarette, pipe or other combustible substance in any manner or in any form. **This definition shall also include the inhaling or exhaling of the byproduct of the burning of any smoking materials or other release of gaseous vapors from electronic smoking devices (as defined in this Section). This definition does not include the burning or carrying of incense in a religious ceremony or the use of matches or lighters for nonsmoking purposes.**

ELECTRONIC SMOKING DEVICE. Any device that may be used to deliver aerosolized or vaporized nicotine to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. This definition includes any component, part, or accessory of such a device, whether or not sold separately, and includes any substance intended to be aerosolized or vaporized during the use of the device. This definition does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

SECTION THREE: Amendment to Chapter 135 of the City Code. The following definition in Section 135.135, entitled "Definitions; Prohibitions," of Chapter 135, entitled "Offenses Affecting Public Health, Safety and Decency," of Title XIII, entitled "General Offenses," of the Lake Forest City Code is hereby amended and shall read as follows:

§ 135.135: Definitions; Prohibitions.

~~**TOBACCO PRODUCT.** Any item, product or substance containing tobacco leaf, including specifically, but without limitation, cigarettes, cigars, snuff, and pipe, chewing or dipping tobacco.~~

TOBACCO PRODUCT. Any product that is made from or derived from tobacco, or that contains nicotine, and is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus. Tobacco product includes electronic smoking devices and any component or accessory used in the consumption of a tobacco product such as filter, rolling papers, pipes, liquid, nicotine gels and dissolvable nicotine products used in electronic smoking devices, whether or not they contain nicotine. Tobacco product does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

SECTION FOUR: Amendment to Chapter 135 of the City Code. Subsection (C)(3) of Section 135.999, entitled "Penalties," of Chapter 135, entitled "Offenses Affecting Public Health, Safety and Decency," of Title XIII, entitled "General Offenses," of the Lake Forest City Code is hereby amended as follows:

§ 135.999: Penalties.

(C) (3) In addition to, or in lieu of, the above penalties, any minor who violates any provision of §§ 135.135 through 135.139 may be required to fulfill a term of community service of not less than ten hours for the first offense, 20 hours for the second offense, and 30 hours each for the third and subsequent offenses. This service may include service in the pulmonary unit of a community hospital, or the like, **or, if a minor violates subsections D or E of Section 135.135, he or she is guilty of a petty offense and the court may impose a sentence of 25 hours of community service and a fine of \$50 for a first violation, and a sentence of 40 hours of community service and a fine of not more than \$750 for any subsequent violation.**

SECTION FIVE: Amendment to Chapter 112 of the City Code. Section 112.006, entitled "Smoking," of Chapter 112, entitled "Amusements" of Title XI, entitled "Business Regulations," of the Lake Forest City Code is hereby amended as follows:

§ 112.006: Smoking.

It shall be unlawful to smoke, **as defined in Section 95.177,** ~~carry any lighted cigar, cigarette or pipe~~ upon or beneath the stage, or in a dressing room of any building used as an assembly hall with seating accommodations for 100 persons or more, in which theatricals, shows, amusements, lectures or other entertainments are offered, operated, presented or exhibited.

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



Lake Forest Community High School District 115
Lake Forest Elementary School District 67

Michael Simeck
Superintendent of Schools



December 7, 2017

Dear Lake Forest City Council Members,

I write today to urge you to expand the City's definition of restricted substances and paraphernalia to include e-cigarettes and devices commonly known as "Juuls." Currently, there is not a local ordinance prohibiting the use or possession of these devices.

"Juuling" has become prevalent in our schools, particularly our high school, and we seek your support in curbing this issue among the community's youth. The frequency and scope of "juuling" at our high school appears significantly greater than many of our regional peers. For other neighboring high schools, this was a fad that came and went last year, but in ours school it has continued unabated. The "juuling" device strongly resembles a computer flash drive and is charged by inserting into a computer's USB port. The most common use is to consume in one quick puff an amount of nicotine equivalent to that in a pack of cigarettes. The consumption method requires only slipping the "Juul" from one's pocket or backpack, briefly inhaling, and returning the device. Many of the devices are modified to allow for equally rapid consumption of THC oil, the active ingredient in marijuana, in the same manner.

We have determined that the lack of social stigma is one reason that students feel little if any compunction about "juuling" which in part explains why these devices find favor in users across all student groups. Students from literally every social group, age, interest, and engagement level use and express little or no inhibition about being caught with the devices. When asked, "Would you bring a pack of cigarettes to class or smoke on school grounds?" students respond with a quick, "Of course not." Reasons for this range from "That's illegal" to "That's gross."

In order to protect our students, including e-cigarettes and devices within the ordinance would create an additional formal and public barrier and would assist in curbing their use.

We would like to thank Chief Walldorf, City Manager Kiely, and School Resource Officers Christensen and Grum for their support and responsiveness in this urgent matter.

Sincerely,

Michael V. Simeck
Superintendent of Schools



ADDING ELECTRONIC SMOKING DEVICES TO CURRENT LAKE FOREST ORDINANCES

Abstract

This report details current Lake Forest smoking and tobacco ordinances, provides a review of various state, county and municipal laws already written and proffers draft sections for a Lake Forest ordinance.

Deborah Chrobak
Management Analyst

ELECTRONIC SMOKING DEVICES ORDINANCE OVERVIEW

This overview is intended to look at smoking, newer electronic devices that mimic smoking, restricting access to these devices among juveniles under the age of 18 and if school grounds are described as prohibitive places to use these items. The first section below reviews abbreviated versions of four Lake Forest ordinances which have applicability to the issue of minors smoking and/or the possession and use of associated electronic smoking devices.

Following the Lake Forest ordinances are abbreviated sections of Illinois state statutes, and Lake County, Evanston, Barrington and Park Ridge ordinances germane to the discussion. Wherever a clearly defined offense penalty is stated it will be included.

At the report end in Appendix A will be a sample, updated ordinance incorporating some changes to provide for e-cigarette products and smoking.

The launch point for this report was driven by a discussion about a newer e-cigarette product named JUUL (pronounced: jewel). It seems to be of great interest to younger people due to the introduction of candy flavors, like mango, strawberry, cool mint and watermelon, into the pods. The JUUL website states: "Smokers like JUUL because it was designed with smokers in mind. With its unique satisfaction profile, simple interface, flavor variety and lack of lingering smell, JUUL stands out as a genuinely satisfying alternative to cigarettes. JUUL is beautifully designed, portable and easy to use. Simply insert your pod to get started. Are you a smoker new to vaping? Try all of our e-liquid flavors to find the one that's right for you, visit our JUUL pods page. JUUL is a genuinely satisfying smoking alternative. It is unlike any other e-cigarette or vaporizer. The JUUL starter kit includes a JUUL device and four pods containing our unique, rapidly satisfying JUUL salts™ e-liquid flavors. With a magnetic charger and a one year limited device warranty, you'll have everything you need to get started."

I. LAKE FOREST ORDINANCES

The first Lake Forest ordinance section (135) deals with tobacco products used, delivered, possessed or sold to minors under 18 years of age. There is no definition or mention of vape pens, e-cigarettes or any other electronic device system here. There is also no definition of smoke or smoking. *Italicized wording is current Lake Forest ordinance verbiage.*

CHAPTER 135: OFFENSES AFFECTING PUBLIC HEALTH, SAFETY AND DECENCY

TOBACCO PRODUCTS AND MINORS

135.135. DEFINITIONS; PROHIBITIONS.

(A) Definitions. For the purpose of this section the following terms, phrases and words shall have the meanings given to them in this section. All terms, phrases and words used in this

section but not defined in this section shall have the meaning given to them elsewhere in this code of ordinances.

MINOR. A person under the age of 18.

TOBACCO PRODUCT. Any item, product or substance containing tobacco leaf, including specifically, but without limitation, cigarettes, cigars, snuff, and pipe, chewing or dipping tobacco.

(B) Sale by minors. It shall be unlawful for any minor to sell, offer for sale, give, dispense, furnish or otherwise distribute any tobacco product to any minor within the corporate limits of the city.

(C) Sale to minors. It shall be unlawful for any person or business to sell, offer for sale, give, dispense, furnish or otherwise distribute any tobacco product to any minor within the corporate limits of the city.

(D) Purchase by minors. It shall be unlawful for any minor to purchase or otherwise acquire any tobacco product within the corporate limits of the city.

(E) Possession and use by minors. It shall be unlawful for any minor to possess or use a tobacco product within the corporate limits of the city; provided, however, that, the possession or use of any tobacco product by any minor under the direct supervision and control of the parent or guardian of any such minor in the privacy of such parent's or guardian's home shall not be unlawful.

135.999 PENALTY (C) (3) In addition to, or in lieu of, the above penalties, any minor who violates any provision of §§ 135.135 through 135.139 may be required to fulfill a term of community service of not less than ten hours for the first offense, 20 hours for the second offense, and 30 hours each for the third and subsequent offenses. This service may include service in the pulmonary unit of a community hospital, or the like.

In Chapter 95, the definition of public places is inclusive of schools and school grounds, and smoke and smoking are also defined here. However, there is no reference to electronic smoking devices and/or vaping, although the last part of the ordinance verbiage below (...*in any manner or in any form...*) is wide open for interpretation and inclusion.

CHAPTER 95: HEALTH AND SANITATION

PROHIBITION OF SMOKING

95.176 PURPOSE

This subchapter may be cited as the "Lake Forest Smoking Ban Ordinance," the purpose of which is to protect the public health, comfort and environment by prohibiting smoking in all public

places and places of employment, in order to ensure that nonsmokers may breathe air free from the hazardous effects of secondhand smoke.

§ 95.177 DEFINITIONS.

PUBLIC PLACE.

(1) Any area that is open to and used by the general public, or any area to which the public is invited or in which the public is permitted, including without limitation:

(b) Common or public areas (including without limitation lobbies, hallways, reception areas, public restrooms and elevators) of apartment buildings, condominiums, dormitory buildings, nursing home care facilities and other multiple family residential structures;

(c) Common or public areas (including without limitation lobbies, hallways, reception areas, public restrooms and elevators) of any building or structure that is accessible to the public, including without limitation office, commercial and industrial buildings, banks and financial institutions, educational institutions, health care facilities such as hospitals, clinics and doctor's offices, museums, libraries, restaurants, polling places, government and city-owned buildings, food stores, cafeterias, theaters, auditoriums, train and bus stations, hotels, motels, and retail and service establishments; (a, d, e, were omitted)

SMOKE or SMOKING.

Inhaling, exhaling, burning or carrying a lighted cigar, cigarette, pipe or other combustible substance in any manner or in any form.

95.178. PROHIBITION OF SMOKING IN PUBLIC PLACES.

It shall be unlawful to smoke in any enclosed area of any public place. It shall be unlawful for the owner, occupant or lessee, as the case may be, in control of a public place to knowingly permit smoking in any enclosed area in a public place.

95.179. PROHIBITION OF SMOKING IN PUBLIC PLACES AND OUTDOOR VENUES.

It is unlawful to smoke in the following unenclosed public places:

(A) The seating areas of all outdoor arenas, stadiums and amphitheaters;

(B) Public parks, beaches and vehicle platforms and loading areas, and recreation areas, except for those areas of the Deerpath Golf Course located at least 75 feet from the clubhouse building;

(C) School grounds;

DRUG PARAPHERNALIA.

This ordinance section is where we find reference to vape pens and e-cigarettes, but only as drug paraphernalia.

135.040 DEFINITIONS

DRUG PARAPHERNALIA.

(1) All equipment, products and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance as defined in Ill. Rev. Stat. Ch. 56-1/2, Schedules 1 through 5, Public Act 79-454, as amended or cannabis as defined in Ill. Rev. Stat. Ch. 56-1/2, § 703, Public Act 79-1465, as amended. It includes, but is not limited to: (1-10 omitted)

- 11. Bongs;*
- 12. Ice pipes or chillers;*
- 13. Vape-pen; and/or*
- 14. E-cigarettes.*

Overall, any ordinance revisions, additions or deletions might potentially evolve into also amending the *Chapter 11: City Administrative Hearing System* section of the City Code to accommodate new or modified offenses and penalties. A singular section under *Chapter 112 Amusements*, also mentions smoking materials and wording might need to be updated.

§ CHAPTER 112 AMUSEMENTS - 112.006 SMOKING.

It shall be unlawful to smoke or carry any lighted cigar, cigarette or pipe upon or beneath the stage, or in a dressing room of any building used as an assembly hall with seating accommodations for 100 persons or more, in which theatricals, shows, amusements, lectures or other entertainments are offered, operated, presented or exhibited.

II. STATE STATUTES, OTHER COMMUNITY AND COUNTY ORDINANCES

A. STATE OF ILLINOIS.

State statutes have adopted a two level approach to incorporate devices and tobacco; one which deals with standard tobacco products, and the second creates the term “**alternative nicotine products**” to account for the electronic aspect of use with tobacco products. Additionally, the Smoke Free Illinois Act (410 ILCS 82; Public Act 095-0017) is a wide ranging anti-smoking law that took effect in Illinois on January 1, 2008, and bans smoking inside most buildings used by the general public.

PREVENTION OF TOBACCO USE BY MINORS

(720 ILCS 675/1) Sec. 1. Prohibition on sale to and possession of tobacco by minors; prohibition on the distribution of tobacco samples to any person; use of identification cards; vending machines; lunch wagons; out-of-package sales.

(a) No minor under 18 years of age shall buy any tobacco product. No person shall sell, buy for, distribute samples of or furnish any tobacco product to any minor under 18 years of age.

(a-5) No minor under 16 years of age may sell any tobacco product at a retail establishment selling tobacco products. This subsection does not apply to a sales clerk in a family-owned business which can prove that the sales clerk is in fact a son or daughter of the owner.

(a-6) No minor under 18 years of age in the furtherance or facilitation of obtaining any tobacco product shall display or use a false or forged identification card or transfer, alter, or deface an identification card.

(a-7) No minor under 18 years of age shall possess any cigar, cigarette, smokeless tobacco, or tobacco in any of its forms.

(a-9) For the purpose of this Section: “Tobacco product” means any cigar, cigarette, smokeless tobacco, or tobacco in any of its forms.

720 ILCS 675/1.5 Distribution of **alternative nicotine products** to persons under 18 years of age prohibited. **(a)** For the purposes of this Section, **alternative nicotine product** means a product or device not consisting of or containing tobacco, that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. **Alternative nicotine product** excludes cigarettes, smokeless tobacco, or other tobacco products as these terms are defined in Section 1 of this Act, and any product approved by the United States Food and Drug Administration as a non-tobacco product for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose. **(d)** A person under 18 years of age shall not possess an **alternative nicotine product**.

720 ILCS 675/2. Sec. 2. Penalties. **(b)** If a minor violates subsection (a-7) of Section 1 or subsection (d) of Section 1.5, he or she is guilty of a petty offense and the court may impose a sentence of 25 hours of community service and a fine of \$50 for a first violation.

410 ILCS 82. Smoke Free Illinois Act. 82/10. Sec. 10. Definitions. In this Act: "Smoke" or "smoking" means the carrying, smoking, burning, inhaling, or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, weed, herbs, or any other lighted smoking equipment. "Smoke" or "smoking" does not include smoking that is associated with a native recognized religious ceremony, ritual, or activity by American Indians that is in accordance with the federal American Indian Religious Freedom Act, 42 U.S.C. 1996 and 1996a.

B. LAKE COUNTY

Lake County ordinances have taken a similar, but differently titled, two-step approach to defining tobacco products and electronic devices and substances. They utilize the term "electronic smoking device" and meld it into their definition of "tobacco product" under Chapter 177. According to a September 13, 2017 Daily Herald article, "The Lake County Board approved changes to its tobacco ordinance to raise the minimum age to buy tobacco products, as well as e-cigarette products, to 21 effective January 1, 2018. The measure affects 49 retail outlets in unincorporated Lake County. The minimum age to possess tobacco remains 18. Lake County is the first county in Illinois to raise the tobacco purchase age to 21. Five Lake County communities, including Deerfield, Highland Park, Lincolnshire, Vernon Hills and Buffalo Grove, are among 11 municipalities in the state to raise the age."

Under ordinance Chapter 95, Lake County does not appear to incorporate the term "tobacco product" into their Smoke Free Environment ordinance so facially their intent on limiting electronic smoking devices in public places is not clear. However if they have some inferred agreement over the use of the definition for Smoke or Smoking where "...in any manner or in any form..." is the catchall phrase that includes "tobacco products", that is unstated here. It seems if that was their intent, they needed to place the term "tobacco products" into Chapter 95 also.

They also differ from the State, where in Lake County Chapter 177 they specifically mention even if the device and accessories do not contain nicotine, it is still prohibited. And, they struck the county ordinance section related to minor in possession of tobacco products, where they now might default to a state charge for this.

CHAPTER 95: SMOKE-FREE ENVIRONMENT

95.02 DEFINITIONS

PUBLIC PLACE. Any enclosed area in a building or structure within unincorporated Lake County which members of the public are invited or permitted to visit or use, including lobbies, hallways,

stairways, elevators, and other common enclosed areas of businesses or apartment buildings, condominiums, cooperatives, congregate housing, and other multiple-unit residential structures, including without limitation the following:

- 7) Day care centers, nursery schools, elementary schools, high schools, community colleges, technical training establishments, specialty schools, colleges and universities;

SMOKE or SMOKING. Inhaling, exhaling, burning, or carrying any lighted or burning cigarette, cigar, pipe, hookah pipe, pipe weed, or other lighted tobacco or similar product in any manner or in any form.

TOBACCO. Any item, product, or substance containing tobacco leaf, including specifically but without limitation cigarettes, cigars, snuff, and pipe, chewing, or dipping tobacco.

95.03 SMOKING PROHIBITED IN PUBLIC PLACES AND PLACES OF EMPLOYMENT.

- (A) It shall be unlawful for any person to smoke in any public place or place of employment within the unincorporated area of the county.

CHAPTER 177: TOBACCO REGULATIONS

§177.03 DEFINITIONS.

ELECTRONIC SMOKING DEVICE. Any device that may be used to deliver aerosolized or vaporized nicotine to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen or e-hookah. **ELECTRONIC SMOKING DEVICE** includes any component, part, or accessory of such a device, whether or not sold separately, and includes any substance intended to be aerosolized or vaporized during the use of the device. **ELECTRONIC SMOKING DEVICE** does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

TOBACCO PRODUCT. Any product that is made from or derived from tobacco, or that contains nicotine, and is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus. **TOBACCO PRODUCT** also means electronic smoking devices and any component or accessory used in the consumption of a tobacco product such as filter, rolling papers, pipes, and liquid used in electronic smoking devices, whether or not they contain nicotine. **TOBACCO PRODUCT** does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

§ 177.04 TOBACCO PRODUCTS AND PERSONS UNDER 21 YEARS OF AGE

(A) Sale by persons under 18 years of age. It shall be unlawful for persons under 18 years of age to sell, give, dispense, furnish, or otherwise distribute any tobacco product to any person within the unincorporated areas of the county unless the cash register electronically prompts the cashier to input the purchaser's date of birth.

(B) Sale to persons under 21 years of age. It shall be unlawful for any person to sell, give, dispense, furnish, or otherwise distribute or make available any tobacco product to persons under 21 years of age within the unincorporated areas of this county.

(C) Notice required.

(1) It shall be unlawful for any person to engage in the sale or distribution of tobacco products within the unincorporated areas of Lake County, unless the person prominently displays as part of every display of tobacco products offered for sale the following notice:

THE SALE OF TOBACCO PRODUCTS TO ANY PERSON UNDER THE AGE OF 21 IS PROHIBITED
BY LAW

§ 177.06 ENFORCEMENT

(A) Duties of the Lake County Sheriff. The Lake County Sheriff or his or her designee(s) shall be responsible for the enforcement of this chapter. They shall conduct random, unannounced inspections at locations where tobacco products are sold, including tobacco vending machines, within the unincorporated areas of Lake County to ensure compliance with this chapter.

(B) Responsibility for agent or employee. Any act constituting a violation of this chapter by an agent or employee of any person shall be deemed and held to be the act of the person, and that person shall be punishable in the same manner as if the act had been done personally by that person.

(C) The Lake County Sheriff, at his or her discretion, may cite violations of this chapter either through a notice to appear before the 19th Judicial Circuit Court or through administrative adjudication pursuant to the Lake County Administrative Adjudication Ordinance (§§ 94.50 through 94.66).

(1977 Code, § 2:1-18) (Ord. [Bd of Health Ord., Art. XVIII] passed 11-14-2000; Ord. 15-0493, passed 5-12-2015; Ord. 17-0891, passed 9-12-2017)

C. EVANSTON

In 2014 Evanston became the first Illinois municipality to adopt the national "Tobacco 21" initiative to eliminate tobacco sales to those under 21. They use "electronic cigarette" as the device terminology. They outlawed the sale of, and purchase of, tobacco and "liquid nicotine"

products by anyone under 21. They however set the age for possession of tobacco and "liquid nicotine" at 18 or over.

CHAPTER 18 - CLEAN AIR ACT — 8-18-3 DEFINITIONS.

PUBLIC PLACE. Any enclosed area to which the public is invited or in which the public is permitted, including, without limitation, banks, educational facilities, government buildings, healthcare facilities, laundromats, museums, public transportation facilities, reception areas, restaurants, bars/taverns, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a residential care home, child residential care home, childcare, adult daycare, healthcare facility or home based business of any kind open to the public.

SMOKE or SMOKING: Inhaling, exhaling, or carrying any lighted and/or burning smoking materials. "Smoking" does not include the burning or carrying of incense in a religious ceremony or the use of matches or lighters for nonsmoking purposes. "Smoke" shall also mean the byproduct of the burning of any smoking materials and the release of gaseous vapors from e-cigarettes (as defined in Section 3-14-1).

SMOKING MATERIALS. Any cigar, cigarette, pipe, weed, plant or other organic substance grown, manufactured or processed which is intended to be used for smoking in any form. "Smoking materials" do not include candles, incense or other similar items.

CHAPTER 14 - CIGARETTES, TOBACCO AND LIQUID NICOTINE PRODUCTS

SECTION: 3-14-1. - DEFINITIONS.

BIDI CIGARETTE. A product that: a) contains tobacco that is wrapped in temburni or tendu leaf or that is wrapped in any other material identified by rules of the Department of Health that is similar in appearance or characteristics to the temburni or tendu leaf, and b) does not contain a smoke filtering device.

ELECTRONIC CIGARETTE OR E-CIGARETTE. Means an electronic device usually composed of a mouthpiece, a heating element or atomizer, a battery, and electronic circuits that provides a gas derived from liquid nicotine and/or other substances which is inhaled by a user simulating smoking. The term includes such devices, regardless of the details of the product appearance or marketed name, generally manufactured to resemble cigarette, cigars, pipes, or other smoking devices.

LIQUID NICOTINE. Means any liquid product composed either in whole or part of nicotine, propylene glycol and/or other similar substances and manufactured for use with an e-cigarette to be converted into gas for inhaling.

TOBACCO PRODUCTS. Any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco.

3-14-6. - PROHIBITIONS REGARDING MINORS.

It shall be unlawful: **(A) Sales To.** For any person, including any licensee, to sell, offer for sale, give away or deliver tobacco or liquid nicotine products to any person under the age of twenty-one (21) years. **(B) Sale By.** For any licensee or any officer, associate, member, representative, agent or employee of such licensee, to engage, employ or permit any person under twenty-one (21) years of age to sell tobacco products in any licensed premises. **(C) Purchase.** For any person under the age of twenty-one (21) years to purchase tobacco or liquid nicotine products or to misrepresent his/her identity or age or to use any false or altered identification for the purpose of purchasing tobacco or liquid nicotine products. **(D) Possession.** For any person under the age of eighteen (18) years to possess any tobacco or liquid nicotine products; provided, that the possession by a person under the age of eighteen (18) years under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home shall not be prohibited.

D. BARRINGTON

In their new ordinance, Barrington adopted the State definition of "alternative nicotine product". They however, chose to separate out definitions for smokeless tobacco, smoking herbs, tobacco accessories and tobacco products.

CHAPTER 7 - TOBACCO PRODUCTS AND ALTERNATIVE NICOTINE PRODUCT SALES.

3-7-1: DEFINITIONS

ALTERNATIVE NICOTINE PRODUCT: A product, substance, or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. "Alternative nicotine product" excludes cigars, cigarettes, smokeless tobacco, or other tobacco products as these terms are defined in 720 Illinois Compiled Statutes 675/1 et seq., and any product approved by the United States food and drug administration as a nontobacco product for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

SMOKELESS TOBACCO: Any tobacco products that are suitable for dipping or chewing.

SMOKING HERBS: All substances of plant origin and their derivatives, including, but not limited to, broom, calea, California poppy, damiana, hops, ginseng, lobelia, jimsonweed and other members of the Datura genus, passionflower and wild lettuce, which are processed or sold primarily for use as smoking materials.

TOBACCO ACCESSORIES: Cigarette papers, pipes, holders of smoking materials of all types, cigarette rolling machines and other items designed primarily for the smoking or ingestion of tobacco products or of substances made illegal under any statute or of substances whose sale, gift, barter or exchange is made unlawful under this chapter.

TOBACCO PRODUCTS: Any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, or smokeless tobacco.

TOBACCO PRODUCTS AND ALTERNATIVE NICOTINE PRODUCT SALES.

3-7-6: UNDERAGE PERSONS

A. Tobacco Products, Alternative Nicotine Products, and Smoking Herbs:

1. No person under eighteen (18) years of age (i.e., a "minor") shall buy or possess any tobacco product(s), alternative nicotine product(s), and/or smoking herbs in any of their respective forms.

B. Tobacco Accessories:

1. No person shall knowingly sell, barter, exchange, deliver or give away or cause or permit or procure to be sold, bartered, exchanged, delivered or given away any tobacco accessory(ies) to any person under eighteen (18) years of age.

2. No person under eighteen (18) years of age shall buy or possess any tobacco accessory(ies).

SMOKE FREE ILLINOIS ACT REGULATIONS. 4-7-3: DEFINITIONS

SMOKE OR SMOKING: The carrying, smoking, burning, inhaling or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, weed, herbs, or any other lighted smoking equipment.

E. PARK RIDGE

The City of Park Ridge includes a lengthy description of the terms "smoke and smoking" in two different municipal ordinance chapters, and follow Lake County verbiage using the term "electronic smoking device".

CHAPTER 9 - TOBACCO PRODUCTS

SECTION 12-9-1 - DEFINITIONS

For the purposes of this Chapter, the following words and phrases shall have the meanings respectively ascribed to them:

A. Tobacco products means any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco, nicotine gels and dissolvable nicotine products or any electronic smoking device.

C. Electronic smoking device means an electronic and/or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other regulated substances. "Electronic smoking device" includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, hookah pen, vape pens or any other product name or descriptor. An electronic smoking device excludes any product approved by the Food and Drug Administration as a nontobacco product used for medicinal purposes and is being marketed and sold solely for that approved purpose.

12-9-6 - PURCHASE BY MINORS PROHIBITED

A. It shall be unlawful for any person under the age of 18 years to purchase tobacco products, or to misrepresent his or her identity or age, or to use any false or altered identification for the purpose of purchasing tobacco products. **B.** Any person found guilty of violating this Section shall be fined \$500.00.

12-9-7 - POSSESSION BY MINORS PROHIBITED

A. It shall be unlawful for any person under the age of 18 years to possess any tobacco products. However, the possession by a person under the age of 18 years under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home is not prohibited. **B.** Any person found guilty of violating this Section shall be fined \$500.00.

12-9-13 - ALTERNATIVE PENALTIES; MINORS

If the offense is related to Sections 12-9-6 or 12-9-7 of this Chapter, the minor is a first-time offender and is enrolled as a full-time student at a public school district located in the City (or another equivalent private or parochial school), the court or administrative adjudication hearing officer may assign the offender to a diversion and education program that is approved by Maine Township High School District 207. If the violator agrees to attend such a program, the violator shall pay for the cost of the program and a fine of \$25.00 for a first offense.

CHAPTER 17 - SMOKING

SECTION 5-17-1 - ADOPTION OF SMOKE FREE ILLINOIS ACT

The City adopts Sections 1 through 35 and Section 70 of the Smoke Free Illinois Act, 410 ILCS 82/1 et seq., and any future revisions or amendments thereto. Furthermore, for the purpose of this Chapter the term "smokes" or "smoking" shall be interpreted to include the use and operation of an electronic smoking device. An electronic smoking device is an electronic and/or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other regulated substances. "Electronic smoking device" includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, hookah pen, vape pen or any other product name or descriptor. An electronic smoking device excludes any product approved by the Food and Drug Administration as a nontobacco product used for medicinal purposes and is being marketed and sold solely for that approved purpose.

APPENDIX A

This section offers an amended version of affected Lake Forest ordinances, seeking to add electronic smoking devices and the various products utilized by same. *Italicized wording depicts current ordinance vocabulary, red highlighting is new proposed language and strikethroughs are deletions.*

CHAPTER 95 HEALTH AND SANITATION

PROHIBITION OF SMOKING IN PUBLIC AND OTHER PLACES

95.177 DEFINITIONS

§ SMOKE or SMOKING.

Inhaling, exhaling, burning or carrying a lighted cigar, cigarette, pipe or other combustible substance in any manner or in any form. "Smoke or smoking" shall also mean the byproduct of the burning of any smoking materials and the release of gaseous vapors from ELECTRONIC SMOKING DEVICES (as defined in Section 95.177). "Smoking" does not include the burning or carrying of incense in a religious ceremony or the use of matches or lighters for nonsmoking purposes.

ELECTRONIC SMOKING DEVICE. Any device that may be used to deliver aerosolized or vaporized nicotine to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen or e-hookah. ELECTRONIC SMOKING DEVICE includes any component, part, or accessory of such a device, whether or not sold separately, and includes any substance intended to be aerosolized or vaporized during the use of the device. ELECTRONIC SMOKING DEVICE does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

CHAPTER 135: OFFENSES AFFECTING PUBLIC HEALTH, SAFETY AND DECENCY

TOBACCO PRODUCTS AND MINORS

§ 135.135 DEFINITIONS; PROHIBITIONS.

(A) Definitions. For the purpose of this section the following terms, phrases and words shall have the meanings given to them in this section. All terms, phrases and words used in this section but not defined in this section shall have the meaning given to them elsewhere in this code of ordinances.

MINOR. A person under the age of 18.

~~—TOBACCO PRODUCT. Any item, product or substance containing tobacco leaf, including specifically, but without limitation, cigarettes, cigars, snuff, and pipe, chewing or dipping tobacco.~~

TOBACCO PRODUCT. Any product that is made from or derived from tobacco, or that contains nicotine, and is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus. TOBACCO PRODUCT also means ELECTRONIC SMOKING DEVICES and any component or accessory used in the consumption of a tobacco product such as filter, rolling papers, pipes, liquid, nicotine gels and dissolvable nicotine products used in electronic smoking devices, whether or not they contain nicotine. TOBACCO PRODUCT does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

(B) Sale by minors. It shall be unlawful for any minor to sell, offer for sale, give, dispense, furnish or otherwise distribute any tobacco product to any minor within the corporate limits of the city.

(C) Sale to minors. It shall be unlawful for any person or business to sell, offer for sale, give, dispense, furnish or otherwise distribute any tobacco product to any minor within the corporate limits of the city.

(D) Purchase by minors. It shall be unlawful for any minor to purchase or otherwise acquire any tobacco product within the corporate limits of the city.

(E) Possession and use by minors. It shall be unlawful for any minor to possess or use a tobacco product within the corporate limits of the city; provided, however, that, the possession or use of any tobacco product by any minor under the direct supervision and control of the parent or guardian of any such minor in the privacy of such parent's or guardian's home shall not be unlawful.

135.999 PENALTY (C) (3) In addition to, or in lieu of, the above penalties, any minor who violates any provision of §§ 135.135 through 135.139 may be required to fulfill a term of community service of not less than ten hours for the first offense, 20 hours for the second offense, and 30 hours each for the third and subsequent offenses. This service may include service in the pulmonary unit of a community hospital, or the like. OR

135.999 PENALTIES: If a minor violates subsections (D or E) of Section 135, he or she is guilty of a petty offense and the court may impose a sentence of 25 hours of community service and a fine of \$50 for a first violation.

§ 112.006 SMOKING.

It shall be unlawful to smoke ~~or use any electronic smoking device~~ ~~carry any lighted cigar, cigarette or pipe~~ upon or beneath the stage, or in a dressing room of any building used as an assembly hall with seating accommodations for 100 persons or more, in which theatricals, shows, amusements, lectures or other entertainments are offered, operated, presented or exhibited.