

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

Monday, December 3, 2018, 6:30pm  
City Hall Council Chambers  
220 E. Deerpath, Lake Forest

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

Jack Reisenberg, Alderman Third Ward

James Preschlack, Alderman Third Ward

Michelle Moreno, Alderman Fourth Ward

Raymond Buschmann, Alderman Fourth Ward

**CALL TO ORDER**

**6:30p.m**

1. **EXECUTIVE SESSION** pursuant to 5 ILCS 120/2 (c), (1), The City Council will be discussing personnel.

**Adjournment into Executive Session**

**Reconvene into Regular Session**

**CALL TO ORDER AND ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**REPORTS OF CITY OFFICERS**

**1. COMMENTS BY MAYOR**

- A. **Approval of the Mayor's Appointment of Jason Wicha as City Manager (start date January 28, 2019) and Approval of an Employment Agreement with Jason Wicha**

A copy of the employment agreement can be found beginning **on page 23**

**COUNCIL ACTION: Approval of the Mayor's Appointment of Jason Wicha as City Manager (start date January 28, 2019) and Approval of an Employment Agreement with Jason Wicha**

**2. COMMENTS BY CITY MANAGER**

- A. **Update: Quadrennial Reassessment in 2019  
- Scott Helton, Shields Township Assessor**

**3. COMMITTEE REPORTS**

## FINANCE COMMITTEE

### 1. Gorton Community Center 2019 Budget Presentation

*PRESENTED BY: Finance Committee Chairman James Morris;  
Timothy Hender, Board Chair; Amy Wagliardo, Executive Director;  
and William Moskoff, Finance Chair  
STAFF CONTACT: Elizabeth Holleb (847-810-3612)*

**BACKGROUND/DISCUSSION:** Pursuant to Section 10.C.3. of the Restated Agreement Relating to the Gorton Property executed in July 2013, the Finance and Operations Sub-Committee and the Gorton Executive Director shall submit to the City for review and approval the Center's annual budget and plans for the use of and programming at the property. Following review, the City shall submit a recommendation to the City Council for approval, approval with modifications or rejection of the Annual Budget and Plan to the full City Council. Upon receipt of the recommendation, the City Council has the right to approve, approve subject to modification, or reject the Annual Budget and Plan. A copy of the budget is provided beginning on **page 28**. As requested by the City, Gorton has provided a five-year forecast as part of the budget material.

Section 10.D.1 of the Agreement provides that by mutual agreement of the parties, the Gorton Maintenance Obligation amount to be included in the annual budget may be modified from the \$25,000 per year set forth in the original agreement. Representatives of Gorton requested that a reduction for 2017 be approved to \$15,000 based on historical experience and the fact that Gorton had accumulated a maintenance reserve pursuant to the agreement of \$18,006 as of December 30, 2015. The request was granted and Gorton is requesting that the \$15,000 amount continue for 2019.

**COUNCIL ACTION:** It is recommended that the City Council consider approval, approval with modifications, or rejection of the Gorton Community Center Annual Budget and Plan. If rejected, the Center would be authorized to operate and occupy the property in accordance with the Annual Budget and Plan last approved by the City Council subject to rate adjustments not exceeding the change in the Consumer Price Index.

### 2. Consideration of an Ordinance Establishing the 2018 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 2018 tax levy.

**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.

Spreadsheets reviewing the proposed tax levy for 2018 are attached (**page 37**) 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. As requested by the City Council Finance Committee on November 26, \$915,000 has been moved from the General Fund levy to the Capital Improvements levy, as the sanitation fee will be moved to the General Fund in Fiscal Year 2020 and increased to \$12 per month. A summary of the proposed levy is as follows:

<b>FUND</b>	<b>Proposed 2018 LEVY</b>	<b>2017 Extension</b>	<b>\$ CHANGE</b>	<b>% CHANGE</b>
City General	\$ 13,870,421	\$ 14,367,558	\$ (497,137)	-3.46%
Pension Funds	5,541,230	5,316,089	225,141	4.24%
Fire Pension PA 93-0689	91,328	86,122	5,206	6.04%
Recreation	1,433,090	1,403,614	29,476	2.10%
Parks	3,189,781	3,124,173	65,608	2.10%
Recreation & Parks/Specific Purpose	125,000	125,000	0	0.00%
Special Recreation	474,817	465,051	9,766	2.10%
Capital Improvements	1,730,225	816,750	913,475	111.84%
Library	3,762,693	3,669,027	93,666	2.55%
Library sites	411,500	403,036	8,464	2.10%
Bond Funds	1,653,115	1,536,807	116,308	7.57%
<b>TOTAL TAX LEVY - CITY</b>	<b>\$ 32,283,200</b>	<b>\$ 31,313,227</b>	<b>\$ 969,973</b>	<b>3.10%</b>
School District 67- ESTIMATED	\$ 33,628,323	32,673,728	\$ 954,595	2.92%
GRAND TOTAL	65,911,523	63,986,955	\$ 1,924,568	3.01%
<b>Ordinance (exclude Bond Funds)</b>	<b><u>\$64,258,408</u></b>			

School District #67 levy amounts are estimated and subject to final approval by the Board on December 3, 2018.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Finance Committee	11/26/18	Move \$915,000 from General Fund to Capital Improvements in levy; sanitation fee to General Fund for FY2020 and increased to \$12/month.
City Council	11/19/18	Granted first reading approval of the 2018 tax levy ordinance.
City Council	11/5/18	Determination of a preliminary non-binding estimate of the 2018 levy.
Finance Committee	10/15/18	Approval of 2018 Tax Levy Estimate
City Council Workshop	9/17/18	Preliminary discussion of 2018 tax levy

**BUDGET/FISCAL IMPACT:** The proposed tax levy for 2018 reflects a 3.10% increase over the 2017 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 determined by an independent actuarial valuation. **The average increase to existing residents (\$800,000 home) is projected to be \$87 or 2.64%.**

**COUNCIL ACTION:** Grant final approval of an Ordinance Establishing the 2018 Tax Levy (**page 41**).

**3. Approval of Ordinances Abating 2018 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 2018 tax levies.

**BACKGROUND/DISCUSSION:** The proposed Ordinances provide for the abatement of 2018 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 50**) are as follows:

- An Ordinance Abating a Portion of the Tax being Levied in 2018 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 2018 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 2018 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 2018 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 2018 for the Annual Payment of the Principal and Interest on the General Obligation Bonds, Series 2015 Bond Issue
- An Ordinance Abating a Portion of the Tax being Levied in 2018 for the Annual Payment of the Principal and Interest on the General Obligation Bonds, Series 2017 Bond Issue

**BUDGET/FISCAL IMPACT:** A summary of the proposed tax levy abatements is provided below:  
**2018 Debt Service Levy and Abatements**

	<u>Levy per County</u>	<u>TIF</u>	<u>Golf</u>	<u>Water</u>	<u>.5 NHRST</u>	<u>Int Rebate</u>	<u>Net Levy</u>
2009	278,195.00						278,195.00
2010A	0.00						0.00
2010B	172,500.00					(72,657.00)	99,843.00
2010C	442,098.76					(74,397.55)	367,701.21
2011A	137,050.00			(137,050.00)			0.00
2011B	2,719,250.00		(113,017.50)	(2,076,452.50)	(529,780.00)		0.00
2013	679,762.50						679,762.50
2015	589,675.00	(362,062.50)					227,612.50
2017	271,152.50			(271,152.50)			0.00
	5,289,683.76	(362,062.50)	(113,017.50)	(2,484,655.00)	(529,780.00)	(147,054.55)	1,653,114.21
1% L/C	5,342,580.60						1,669,645.35

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

**4. Consideration of an Ordinance approving a Fee Schedule and Ordinance adopting new fees related to Public Works (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 or the addition of previously approved fees into the Fee Schedule.

Departments have provided supplemental memos justifying their proposed fee adjustments and new fees, which are included in the packet beginning on **page 80**. 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 56**)
- Ordinance adopting new fees related to Public Works (**page 77**)

Fees related to the Water Utility Fund are not yet incorporated into the proposed fee schedule pending the November 26 Finance Committee discussion.

**BUDGET/FISCAL IMPACT:** Revenue for the new and increased fees is estimated to be immaterial in the General Fund, \$27,869 in the Parks and Recreation Fund, and \$47,736 in the Golf Course Fund.

**COUNCIL ACTION:** Grant final approval of the proposed ordinances.

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

**5. ITEMS FOR OMNIBUS VOTE CONSIDERATION**

**1. Approval of the November 19, 2018 City Council Meeting Minutes**

A copy of the minutes can be found beginning on **page 91**.

**COUNCIL ACTION:** Approval of the November 19, 2018 City Council Meeting Minutes.

**2. Approval of the Check Register for Period of October 27 to November 21, 2018**

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

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

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

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

**Check Register for October 27 - November 21, 2018**

	Fund	Invoice	Payroll	Total
101	General	580,326	1,130,346	1,710,672
501	Water & Sewer	96,234	129,516	225,750
220	Parks & Recreation	132,316	325,909	458,225
311	Capital Improvements	846,331	0	846,331
202	Motor Fuel Tax	0	0	0
230	Cemetery	8,088	20,760	28,849
210	Senior Resources	11,836	21,054	32,890
510	Deerpath Golf Course	20,278	2,068	22,345
601	Fleet	42,329	37,697	80,027
416 - 433	Debt Funds	500	0	500
248	Housing Trust	0	0	0
201	Park & Public Land	0	0	0
	All other Funds	498,731	132,001	630,733
		<b>\$2,236,969</b>	<b>\$1,799,352</b>	<b>\$4,036,322</b>

Included within the "All other Funds" section is \$338,673 in Water Capital Fund expenses.

COUNCIL ACTION: Approval of the Check Register for October 27 to November 21, 2018

**3. Approval of an Issuance of a Class C-2 Liquor License to MGC& Family LLC**

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

**PURPOSE AND ACTION REQUESTED:** As the Council is aware, the issuance of liquor licenses is under the purview of the City's Liquor Commissioner and the Mayor serves in that role.

However, the City Code only authorizes a specific number of liquor licenses and historically, this number corresponds with the current number of licenses issued. When new requests for liquor licenses are submitted, and after review by the Liquor Commissioner and a determination that the issuance of a license is appropriate, the City Council is asked to consider an amendment to the Liquor Code.

**BACKGROUND AND DISCUSSION:** In recent weeks, the City and the Liquor Commissioner received a letter from MGC& Family LLC, which has agreed to purchase Lake Forest Food and Wine effective December 31, 2108. The letter shares the intent to operate the store in the same manner as it has been operating for the past 24 plus years. Lake Forest Food and Wine is located in the Arcade building, 645 Bank Lane Suite 120 and currently holds a Class C-2 liquor license. The C-2 license allows for the retail sale of alcoholic liquor for consumption on the premises of a restaurant only and served indoors, with or without a meal, or for consumption off-premises when sold sealed in its original package.

Normally Staff would request consideration of an Ordinance amending the Liquor Code to allow for an additional license in a specific class. This circumstance however is slightly different in that "conditionally" on December 31, 2018 at mid-night, CKH& Sons LLC will surrender its C-2 license and on January 1, 2019 MGC& Family LLC is pursuing the same C-2 license resulting in the number not changing in the number of licenses issued.

There are two reasons why this must come before the City Council. First, state law and the City Code prohibit a "transfer" of a liquor license from one owner to another, however, so the existing license held by the current business owner cannot simply be transferred to the new business owner. Second, the City Code provides that once a business has ceased operations, the available liquor licenses in that category are automatically reduced by one, meaning that there is no liquor license available for MGC without City Council action.

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

COUNCIL ACTION: Approval of an issuance of a Class C-2 Liquor License to MGC& Family LLC

4. **Approval of a Sub-Lease Agreement in substantially the form attached hereto between the City of Lake Forest and Hansa Coffee Roasters to occupy a portion of the Central Business District Train Station located at 714 N. McKinley and Authorization to the City Manager, City Attorney, and City Clerk to proceed in executing the Agreement subject to final approval by Union Pacific**

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

**PURPOSE AND ACTION REQUESTED:** At the request of the Property & Public Lands Committee, a sub-lease agreement between the City of Lake Forest and Hansa Coffee Roasters has been prepared for City Council review and approval that authorizes the tenant to occupy vacant tenant space within the train station in the Central Business District.

**BACKGROUND/DISCUSSION:** In 2011, the City of Lake Forest entered into a 25-year lease with Union Pacific that authorizes the City to engage in commercial endeavors that serve the commuter community in exchange for the financial responsibility of day-to-day maintenance, care, repair, and investment activities in both the interior spaces and exterior façades of the two depot buildings. Recently, the City completed an approximate \$3.1 million restoration and renovation of the depot buildings, which culminated in June 2018, after the completion of a restoration of the lobby within the main depot building partially funded by the Lake Forest Preservation Foundation.

The City has been sub-leasing commercial space within the depot buildings since the early 1980s after it undertook a major renovation in partnership with the Lake Forest Preservation Foundation in order to preserve the structure from demolition. Currently, there are three commercial spaces available for tenancy within the main depot building, and one commercial space within the warming shelter adjacent to Market Square on the west side of the Metra-UP North Line.

The First National Bank of Lake Forest (Northern Trust) took occupancy of the northern portion of the main depot building in the mid-1980s to provide financial services to both commuters and residents in the Lake Forest community. This was the last time the space was renovated to accommodate a commercial tenant. Northern Trust operated out of an approximate 1,200 square foot space, until 2011, when it vacated the depot building.

Since late 2017, as the major improvement project began winding down, City staff has been working closely with a commercial broker to solicit and secure a tenant to occupy this vacant

space. This past summer, the broker and City staff began negotiating various terms and conditions for a sub-lease agreement with Hansa Coffee Roasters to occupy this space and operate a retail coffee shop.

The City will also work with the prospective tenant on obtaining permit approvals for code-related upgrades and cosmetic work that they are planning within the space, along with other cooperative measures that will assist them with these improvements. For convenience, a term sheet and copy of the sub-lease agreement are included in the agenda packet beginning on **page 95**.

According to Section 5.1 of the City's policy for the inventory, sale, lease and retention of public property the City Council must approve leases that are either longer than 5 years or which will exceed \$20,000 per year. Therefore, City staff is requesting City Council consideration and approval of the sub-lease terms as included herein.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Property & Public Lands Committee	12/3/18	Reviewed and Approved

**BUDGET/FISCAL IMPACT:** The agreement, as presented, is a 5-year sub-lease with a five-year renewal option for an amount of \$29,400 during the first 12-months. The base rent is proposed to increase each year by the greater of 3% or any increase in the Consumer Price Index for all Urban Consumers. As presented, the sub-lease will yield \$156,089 during the initial 5-year term. Should the tenant occupy the space by March 1, 2019, the first year of the sub-lease would result in an increase to budgeted general fund revenues of \$4,900 in FY2019, and \$29,547 in FY2020.

**COUNCIL ACTION:** If determined to be appropriate by the City Council, Approval of a Sub-Lease Agreement in substantially the form attached hereto between the City of Lake Forest and Hansa Coffee Roasters to occupy a portion of the Central Business District Train Station located at 714 N. McKinley and Authorization to the City Manager, City Attorney, and City Clerk to proceed in executing the Agreement subject to final approval by Union Pacific

- 5. Approval of the Declaration of City Equipment as Surplus, allowing for its Disposition, and Use of the Disposal Proceeds to Purchase a Vehicle from The Chevy Exchange for use by the Lake Forest Police Department's Investigations Unit.**

STAFF CONTACT: *Rob Copeland, Deputy Police Chief (847-810-3809)*

**PURPOSE AND ACTION REQUESTED:** The City Council is asked to declare three vehicles as surplus equipment, authorize the sale of the surplus equipment to The Chevy Exchange, and approve the use of the disposal proceeds to purchase a newer vehicle for the use of the Police Departments Investigations Unit.

**BACKGROUND/DISCUSSION:** The Police Department currently holds the following equipment in inventory:

Vehicle	Mileage	Trade Value KBB*	Actual Trade in Amt.
2007 Audi Q7	97,000	\$6,500	\$8,000
2009 Ford Mustang GT	20,520	\$18,000	\$18,000
2008 Mazda 3	138,358	\$1,500	\$1,500
	<b>TOTAL</b>	<b>\$26,000</b>	<b>\$27,500</b>

The vehicles are not required for City operations and the Police Department recommends that the City Council declare the vehicles as surplus and authorize disposal. The Police Department would like to trade the above vehicles to the Chevy Exchange for \$27,500.00. The proceeds of the trade would then be applied to the purchase of a vehicle for the express use of the Lake Forest Police Department's Investigative Unit for \$32,300.00. The unbudgeted purchase would be funded from the disposal proceeds for three vehicles declared surplus equipment plus funds from PD-Minor Equipment.

**BUDGET/FISCAL IMPACT:**

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

If no, indicate the specific waiver requested:

Administrative Directive 3-5, Section 9.0A – specially authorized waiver (2/3 vote)

**Below is an estimated summary of Project budget:**

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
101-7672-460-60-20 Minor Equipment	\$0	Not to exceed \$4,900.00	N
311-7603-475-7549 Police Equipment	\$0	\$27,500	N

**COUNCIL ACTION:** Approval of the Declaration of City Equipment as Surplus, allowing for its Disposition, and Use of the Disposal Proceeds to Purchase a Vehicle from The Chevy Exchange for use by the Lake Forest Police Department's Investigations Unit.

**6. Waive the City's bidding process and approve the purchase of a new Fire Engine to be built by Marion Inc. not to exceed \$525,000.**

Staff Contact: *Pete Siebert, Fire Chief (810-3864)*  
*Michael Thomas, Director of Public Works (810-3540)*

**PURPOSE AND ACTION REQUESTED:** The purchase of this new fire engine is part of a larger fleet restructuring plan devised by the Fire department. The new engine will replace a 27 year old engine (1991 Pierce Fire Engine). If approved, this would be the first purchase of a new fire suppression apparatus since 2007.

**BACKGROUND/DISCUSSION:** While the Fire Department has diligently worked to devise a fleet restructuring plan. We believe the plan is fiscally responsible, and can potentially offset close

to Two million dollars in future CIP expenditures. The fleet restructuring plan includes, the purchase of a new engine, purchase of two used apparatus, along with the sale of all older fire apparatus that have outlived their useful service lives. The City's first responders need to have dependable fire apparatus to provide the highest level of service possible to the residents and visitors of Lake Forest. This plan will insure that firefighters have the right tools to safely perform their job and serve the community. The fire department fleet is aging, with several vehicles over 25 years old. The aging fleet has led to considerably more repairs needed from our fleet department, and also more downtime of fire apparatus. The City of Lake Forest bought four brand new apparatus in 1991, this provided much needed new equipment at the time, but also meant that the majority of our fleet needed to be replaced at one time.

We have taken a measured approach that includes "newer" used vehicles and one brand new vehicle, to avoid the same problem of all vehicles needing replacement at the same time. The comprehensive fleet restructuring plan that was endorsed and approved by both the Public Works and Finance Committees, allows the City to potentially put off any new Fire suppression apparatus purchases from the capital fund until FY28.

The Fire Department put together an engine committee to work on designing and purchasing the new engine. The committee is comprised of members of all ranks in the department and they have worked diligently over the last 3 - 4 months to design an apparatus that is affordable and suits the specific needs of our department. The engine committee started out with clear orders not to exceed the budgeted amount of \$525,000. The team quickly learned that staying on budget would be challenging, as this was the same amount budgeted back in FY09.

The committee narrowed their process down to three vendors, and ultimately only Marion was able to come up with a vehicle that met the City's needs and budget. Marion is a member of the Houston Galveston Area Council (HGAC) Cooperative Purchasing Program, and meets all the requirements of our Finance Department to forgo a RFP process. The initial specifications and design elements meant the vehicle would come in above the budgeted amount, but through the use of a public private partnership and some creative thinking, the committee brought the price tag in below budget. The committee brought IDEX on board. IDEX is a Lake Forest business that makes Hale fire pumps. IDEX contributed their new top of the line fire pump to the project (valued at over \$65,000) for little to no cost, and ultimately brought the overall price of the vehicle down by almost \$60,000.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	10/30/2018	Fire Apparatus Fleet Restructuring Plan presented with positive support from the Public Works Committee.
Finance Committee	11/26/18	Fire Apparatus Fleet Restructuring Plan, (including the purchase of the new engine as an approved CIP Priority 1 item) presented with positive support from the Finance Committee.

**BUDGET/FISCAL IMPACT:** The funds for this purchase were approved in the FY19 CIP budget for \$525,000. The bid of \$508,680 is under the requested amount, there may be some minor changes during the manufacturing process of the vehicle. This is a custom built fire apparatus, and the difference between the bid and requested amount will allow for any additional funds needed for unanticipated changes.

Has competitive pricing been obtained for proposed goods/services? No  
 If no, indicate the specific waiver requested:

Acknowledge the exception noted in Section 9.0-F of the City's Purchasing Directive, and approve the bid. Marion is a member of the Houston Galveston Area Council (HGAC) Cooperative Purchasing Program and complies with the Governmental Joint Purchasing Act, 30 ILCS 525/0.01 *et seq.*, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

Company Name	Dollar Amount Bid
Marion	\$508,680

Below is an estimated summary of Project budget:

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Improvement Fund	\$525,000	\$525,000	Y

**COUNCIL ACTION:** Waive the City's bidding process and approve the purchase of a new Fire Engine to be built by Marion Inc. not to exceed \$525,000

- 7. Authorization to expend up to \$60,000, for repainting, lettering and repairs, to the two used fire apparatus that were recently acquired from the Rockland Fire Protection District.**

STAFF CONTACTS: *Pete Siebert, Fire Chief (810-3864) and Michael Thomas, Director of Public Works (810-3540)*

**PURPOSE AND ACTION REQUESTED:** Staff is requesting City Council authorization to use CIP funds to repair and re-letter two used fire apparatus.

**BACKGROUND/DISCUSSION:** Since entering into an IGA with the Rockland Fire Protection District to provide fire, EMS and fire prevention services to their residents, the District has declared all equipment and vehicles as surplus. Part of the IGA was that Lake Forest received first right of refusal to purchase the District's vehicles and equipment. The purchase of the used fire engine with low miles from the District benefited our department by replacing a 1994 fire engine with a 2008 E-One engine that is 14 years newer and 86,000 less miles. The acquisition of Truck 44 the 2003 E-One, reduced the age of the fleet by replacing our current 1991 truck. We are now requesting approval of funds for repainting, re-lettering and minor mechanical repairs to the two vehicles.

At this point staff does not foresee this amount exceeding \$60,000. Our Lake Forest fleet mechanics have done a comprehensive analysis of both vehicles and have a detailed list of minor repairs needed. The proposed plan is to make the needed repairs, touch up paint

flaws, and re-letter the vehicles to match our fleet and identify them as Lake Forest Fire Department apparatus.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Finance Committee	11/26/18	Fire Apparatus Fleet Restructuring Plan, (including the funding for repairs and updates to the used vehicles) presented with positive support from the Finance Committee
City Council	11/05/2018	Purchase of used Knollwood Engine and assuming the grant on the Knollwood Truck approved by Council. Estimates for funds needed for repairs included in the Council write up
Public Works Committee	10/30/2018	Fire Apparatus Fleet Restructuring Plan presented with positive support from the Public Works Committee

**BUDGET/FISCAL IMPACT:** The impact would be the cost of the repairs that were deemed necessary by our Lake Forest fleet mechanic's inspection, and the painting/re-lettering work needed, not to exceed \$60,000.00. The repairs for both vehicles are estimated to be \$45,000, and the paint/lettering work is estimated to be \$15,000. The future fleet cost should be reduced by adding these two newer vehicles with lower mileage than our current vehicles.

Below is an estimated summary of Project budget:

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Improvement Fund 311-0050-422-7801 (funded from reserves)	\$0	\$60,000	N

**COUNCIL ACTION:** Authorization to expend up to \$60,000, for repainting, lettering and repairs, to the two used fire apparatus that were recently acquired from the Rockland Fire Protection District.

**8. Consideration of Adoption of Updated Versions of the Previously Adopted State and National Life Safety and Building Codes Used by the City. (Final Approval)**

*STAFF CONTACTS:*

*Catherine Czerniak, Director of Community Development (810-3504)  
Pete Siebert, Fire Chief (810-3864)*

At the November 19, 2018 meeting, the City Council granted first reading of an Ordinance adopting updated versions of previously adopted State and National Life Safety and Building Codes. The Ordinance is now before the Council for final approval.

In 2004, the City Council adopted State and National Building Codes to provide a strong and consistent framework for all construction activity in Lake Forest. Since that time, updated versions of the various Codes have been released. Adoption of the updated Codes is recommended at this time for several reasons.

- To take advantage of the opportunity to incorporate updated Code references into the new building permit and inspection systems from the outset. The adoption of the Code updates corresponds with the "go live" date for the new software.
- Adoption of the updated Codes aligns the City with surrounding municipalities, and the County, which is particularly important given long standing and recent contractual and shared service relationships through which the City provides fire protection services, annual life safety inspections, building plan reviews and inspections of projects under construction.
- The Code updates continually strive to clarify and eliminate ambiguity found to exist in the earlier versions of the Codes.
- City staff is well prepared for this transition having attended training sessions on a continuing basis to keep current with changes to construction methods, materials and State and Federal requirements. In particular, new requirements relating to energy efficiency and life safety are incorporated into the updated Codes.
- Most architects and builders are familiar with the current versions of the Codes and are already designing to the updated standards.

Importantly, as the City has done in the past, a transition period will be provided to assure that projects currently in the design process, are not delayed or forced to make mid-project changes. Until March 1, 2019, plans designed to the current Codes will be accepted. A memorandum prepared by Matt Goodman, one of the City's building inspectors, is included in the Council packet explaining, from an inspector's perspective, the value of adopting the updated Codes. In summary, the updated Codes provide for various minor refinements to reflect new materials, methods and efficiencies in various areas.

The following Code updates are proposed for adoption. The Codes listed are the most current versions available.

- International Residential Code - 2018
- International Building Code - 2018
- International Fuel Gas Code - 2018
- International Mechanical Code - 2018
- National Electrical Code - 2017
- National Fire Protection Association Codes (NFPA)
  - 101 Life Safety Code – 2018
  - Fire Alarm Code - 2016
  - 13, 13D, 13R Fire Sprinkler Codes - 2016
  - International Fire Prevention Code - 2018

The Ordinance approving the adoption of the updated Building and Life Safety Codes is included in the Council packet beginning on **page 117**.

COUNCIL ACTION: Grant final approval of the Ordinance adopting updated versions of the State and National Building and Life Safety Codes.

**9. Approval to Waive the Bid Process and Authorize John Keno & Company the Repair of Two Ravine Projects in the Total Amount of \$169,268**

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

**PURPOSE AND ACTION REQUESTED:** Staff is requesting City Council's approval to waive the bidding process and authorize the repair of two ravine projects to John Keno & Company in the amount of \$169,268.

**BACKGROUND/DISCUSSION:** Beginning in the summer, 2017, Public Works staff began evaluating the City's ravine system. A grade of 1 through 5 was given for various ravine beds and slopes. A ranking of 1 represented significant erosion and unstable slopes; a ranking of 5 signified no erosion and very stable slopes. Approximately 2,500 data points were collected and noted in the City's G.I.S. mapping system. During the summer of 2018, a legal intern began the process of identifying ravine ownership (public or private). The intern was able to research approximately 43% of the 327 private properties adjacent to the ravines. It is staff's intention to complete this analysis during the summer, 2019.

As the ravine management program continued to evolve during the summers of 2017 and 2018, staff noted two specific publically-owned ravines that required immediate repairs.

The first area, located under the Lake / Woodbine Bridge, involves a storm sewer discharging into the ravine, but at an elevation that results in erosion along the side slopes, particularly during heavy storm events. The repair includes having storm outlets modified to discharge at the bottom of the ravine with appropriate end treatments to minimize erosion. Secondly, at the west side of the bridge, storm water enters a storm sewer that continues east along the ravine bottom to take low flows to the lake. There is no end treatment to this pipe, which results in frequent clogging as branches and debris can enter the pipe and quickly reduce its capacity resulting in greater flows above ground. The project will also include a sloped inlet box or similar end treatment with a sump so that the storm sewer can be more easily maintained and reduce the amount of sediment that continues downstream.

The second area, located at the City's Water Treatment Plant, involves taking measures to address the current erosion, improve the capacity of the storm sewer inlet, and provide a more durable overland flow route. Flows in excess of the storm sewer capacity overtopped the ravine area and ran north over the existing entrance road retaining wall. During the July 12, 2017 storm event, this excess runoff ran east along the top of the retaining wall, washing out a large area behind the wall and exposing a large transmission water main. To protect this transmission main from future heavy storm water flows, this repair needs to be completed in a timely manner.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
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Finance Committee	11/26/18	Reviewed Project Areas & Discussed Challenge Acquiring Bids
Public Works Committee	10/30/18	Reviewed Project Areas; Committee Recommended Seeking Quote from NBAR Ravine Contractor

**BUDGET/FISCAL IMPACT:** A complete engineering design was developed by the City Engineer and the two projects were placed out to bid. The August 23, 2018 bid opening resulted in only one company submitting a bid. The company that submitted the bid was founded in 2014 and is primarily a road construction company, and did not provide any work experience with ravines. Staff attempted to learn more about the company but their website was under construction. Additionally it was staff's belief that only receiving one bid was a result of the timing of the bid process and that most contractors were too busy in the late summer months to price out the project areas, submit a bid, and complete the work in a timely manner. Therefore staff rejected the single bid and re-bid the project areas in late October. The October 25, 2018 bid opening resulted in no bids being received by the City.

Staff reviewed this issue with the Public Works Committee at its October 30, 2018 meeting. After discussion with the Committee, staff was directed to contact the contractor currently repairing the ravine adjacent to the North Beach Access Road and request that a quote to repair the two ravines be submitted to the City. The contractor, John Keno & Company, noted that they did not submit a bid for either of the previous bid dates because of their fall workload. They noted that they would be willing to submit a price if the repairs were not required to be completed by mid-December, but instead during the late winter and early spring months. Staff agreed with this stipulation and a quote was provided to City staff on November 20<sup>th</sup>.

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

If no, indicate the specific waiver requested:

Administrative Directive 3-5, Section 9.0A – Specially Authorized Waiver (2/3 vote)

The following table summarizes the funding sources for the two ravine projects:

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Lake & Woodbine: Capital Fund	\$130,000	\$86,021	Y
Water Plant: Water Fund*	\$0	\$83,247	N

\*Funding for the water plant ravine repair will come from savings in the FY '19 Southwest Sewer Force Main Replacement Project estimated at \$144,000. Water Fund revenues are proposed for this repair to ensure the stability of the Water Treatment Plant infrastructure.

**COUNCIL ACTION:** Approval to Waive the Bid Process and Authorize John Keno & Company the Repair of Two Ravine Projects in the Total Amount of \$169,268

**10. Approval to Waive the Bid Process and Authorize an Emergency Lining of a Water Main to Fer-Pal Construction in the Amount of \$59,880**

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

**PURPOSE AND ACTION REQUESTED:** Staff is requesting City Council's approval to waive the bidding process and authorize an emergency lining of a water main located on Old Elm Road to Fer-Pal Construction in the amount of \$59,880.

**BACKGROUND/DISCUSSION:** To minimize the loss of filtered water, the City's Water & Sewer Section contracts annually with a leak detection company to evaluate the City's entire water main system for leaks. This annual investigation has been occurring since the mid-2000's and has been extremely successful in locating various-sized leaks. The leak detection process is able to locate pinhole leaks on City water mains, valves, and hydrants. Repairs to those items are completed with either in-house or contracted crews. The process also identifies leaks on private water services. Once the analysis is complete, a report is provided to Water & Sewer to follow-up on both public and private leaks. With private leaks, the City sends a certified letter to the property owner notifying them of the leak and requiring that a contractor be secured within ten days to complete the repair; failure to do so results in the property owner's water being turned off.

This year's leak detection program was completed in late fall. The company provided an initial summary and highlighted a leak on a 10" water main underneath the Union Pacific freight railroad track located on Old Elm Road west of Route 41. Attached on **page 124** of this agenda packet is a map identifying the location of the leak. Staff decided to have a separate leak detection company confirm the leak and its location; both were verified.

Recognizing the concern of a leak under railroad tracks and the potential it has to increase in size and volume, especially during cold winter months, staff is requesting City Council approve an agreement with a lining company to line up to 250' of water main as soon as possible. Water mains are typically lined in hard-to-reach locations or locations in high traffic areas. With its proximity to the freight tracks, excavating to repair this leak is not an option. The only other water main that has been lined in Lake Forest is a 20" main on Route 60; that occurred in the late 1990's.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
None	n/a	Staff was notified of the leak in early November, 2018 and has been trying to secure quotes to line the water main

**BUDGET/FISCAL IMPACT:** The City has been lining both its sanitary and storm sewers for over ten years. There are a handful of contractors that perform such work and as a result, the work is bid through Glenview's MPI program. Lining water mains is typically utilized in areas where it is challenging to replace or repair a specific length of pipe. As a result, the number of water main lining contractors is minimal. Over recent weeks, staff has been trying to locate contractors that line water mains. To-date, only three contractors have been identified; two of which agreed to visit the site and provide a quote. With the urgency of the repair, staff

decided not to proceed with the standard bidding process but instead requested quotes to install the liner. The following two quotes were provided to the City:

Company	Quote Amount
Fer-Pal Construction	\$59,880
Insituform Technologies	\$78,300
Michels	\$125,775

Established in 1986, Fer-Pal Construction provides rehabilitation of water mains. It specializes in utilizing trenchless technologies for municipalities in both the United States and Canada. Fer-Pal performed a very similar project in Kenilworth with a water main under Metra's tracks. In speaking with a representative from Kenilworth, they noted the project was completed with no problems and the water main remains sealed to this day.

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

If no, indicate the specific waiver requested:

Administrative Directive 3-5, Section 9.0A – Specially Authorized Waiver (2/3 vote)

The following table summarizes the funding source for the water main lining:

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Water Plant: Water Fund*	\$0	\$59,880	N

\*Funding for the water plant ravine repair will come savings from the FY '19 Southwest Sewer Force Main Replacement Project. That project has a current fund balance of approximately \$144,000. With both this and the water plant ravine repair, the net savings will be \$873.

**COUNCIL ACTION:** Approval to Waive the Bid Process and Authorize an Emergency Lining of a Water Main to Fer-Pal Construction in the Amount of \$59,880.

**11. Waiver of Bid and Approval to Enter into an Agreement with Baxter & Woodman for Design and Specifications of the Forest Hill Water Main in the Amount of \$30,000**

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

**PURPOSE AND ACTION REQUESTED:** Staff is requesting City Council approval to enter into an agreement with Baxter & Woodman for design and specifications of the replacement Forest Hill water main.

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

The highest priority project was identified in the West Fork area and was constructed last summer. The second highest priority project, Old Elm (Green Bay to Timber) and Forest Hill near Timber, was scheduled to be completed during the summer of 2020 (FY2021). Concurrent to the installation of the storm sewer, staff had recommended and planned for Forest Hill's water main to be replaced as well.

At the April 3, 2017 City Council meeting, City Council approved a design services agreement with Baxter & Woodman for the design of the storm sewer in this area. At the November 26, 2018 Finance Budget meeting, the Finance Committee indicated its support to proceed with this project one year sooner due to the continued significant flooding that occurred to multiple homes on both Forest Hill and Green Bay Road. In order to advance this project to FY2020, the City Council has indicated its support of increased revenue from the City's home rule sales tax and an increase in the sanitation fee. Both revenue proposals will be brought to Council in January 2019.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Finance Committee	11/26/18	Discussed the Forest Hill / Old Elm Storm Sewer & Water Main Project
Public Works Committee	8/28/18	Reviewed Project Curb Options with Committee
City Council	4/3/18	Approved Storm Sewer Design Services for the Forest Hill / Old Elm Project Area
Finance Committee	11/5/14	Reviewed Stormwater Improvement Study

**BUDGET/FISCAL IMPACT:** In order to have a completed set of design plans and specifications for the water main, design needs to begin immediately. This will allow both items to bid in late winter and the project to occur in the summer of 2019 (FY2020).

Based upon Baxter & Woodman's past involvement in multiple storm water studies, storm sewer designs, and the desire to incorporate the water main plans into the final storm sewer bidding document, staff is recommending that an exception be made to the RFP process (Section 8.2 of the City's purchasing procedures) and that Baxter & Woodman be utilized to design the water main plan and specifications.

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

If no, indicate the specific waiver requested:

Administrative Directive 3-5, Section 9.0B – Professional Services, RFP Qualification-Based

Beginning on **page 125** of this agenda packet is Baxter & Woodman's design services proposal.

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Water Capital Fund (funded from reserves)	\$0	\$30,000	N

**COUNCIL ACTION:** Waiver of Bid and Approval to Enter into an Agreement with Baxter & Woodman for Design and Specifications of the Forest Hill Water Main in the Amount of \$30,000.

**12. Consideration of Ordinances Approving Recommendations 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 recommendations from the Zoning Board of Appeals are presented to the City Council for consideration as part of the Omnibus Agenda.

1331 Harlan Lane – The Zoning Board of Appeals recommended approval of a variance from the front yard setback to allow construction of a front portico. Several letters in support of the project were submitted by neighboring property owners. (Board vote: 7 - 0, approved)

451 Beverly Place – The Zoning Board of Appeals recommended approval of a variance from the rear yard setback to allow the addition of a third garage bay. Two letters in support of the project were submitted by neighboring property owners. (Board vote: 7 - 0, approved)

140 E. Westminster – The Zoning Board of Appeals recommended approval of variances from the side yard setbacks to allow construction of a small rear addition, reconfigured elevated deck and relocation of the basement access. One neighbor submitted a letter in support of the project, another neighbor raised questions about the request. The Board recognized that the existing house is non-conforming due to its construction in the late 1800's, prior to the City's adoption of a Zoning Code. The Board also recognized that the proposed addition is small and will encroach into the side yard setbacks less than the existing house. The Board commended the owners for investing in the home and making the necessary repairs modifications to make it attractive to future buyers. (Board vote: 7-0, approved)

The Ordinances approving the petitions as recommended by the Zoning Board of Appeals, with key exhibits attached, are included in the Council packet beginning on **page 129**. 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 approving the petitions in accordance with the Zoning Board of Appeals' recommendations.

**COUNCIL ACTION:** Approval of the twelve (12) Omnibus items as presented

<b>6. ORDINANCES</b>
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**7. NEW BUSINESS**

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

- A. Approval of a Resolution Naming the Patio at Deerpath Golf Course in Honor of Robert R. Kiely, Jr.**

A copy of the Resolution can be found beginning on **page 153**

**COUNCIL ACTION:** Approval of a Resolution Naming the Patio at Deerpath Golf Club in Honor of Robert R. Kiely, Jr.

**9. ADJOURNMENT**

A copy of the Decision Making Parameters can be found beginning on **page 22** of this packet.

Office of the City Manager

November 28, 2018

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.





## THE CITY OF LAKE FOREST

### DECISION-MAKING PARAMETERS FOR CITY COUNCIL, AND APPOINTED BOARDS & COMMISSIONS

*Adopted June 18, 2018*

The City of Lake Forest Mission Statement:

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

The Lake Forest City Council, with the advice and recommendations of its appointed advisory Boards and Commissions, Lake Forest Citizens, and City Staff, is responsible for policy formulation and approval. Implementation of adopted strategy, policy, budgets, and other directives of Council is the responsibility of City Staff, led by the City Manager and Senior Staff. The Mayor and Aldermen, and appointed members of Boards and Commissions should address matters in a timely, deliberate, objective and process-driven manner, making decisions guided by the City of Lake Forest Strategic and Comprehensive Plans, the City’s Codes, policies and procedures, and the following parameters:

- Motions and votes should comprise what is in the best long-term interests of all Lake Forest citizens, measured in decades, being mindful of proven precedents and new precedents that may be created.
- All points of view should be listened to and considered in making decisions with the long-term benefit to Lake Forest’s general public welfare being the highest priority.
- Funding decisions should support effectiveness and economy in providing services and programs, while mindful of the number of citizens benefitting from such expenditures.
- New initiatives should be quantified, qualified, and evaluated for their long-term merit and overall fiscal impact and other consequences to the community.
- Decision makers should be proactive and timely in addressing strategic planning initiatives, external forces not under control of the City, and other opportunities and challenges to the community.

Community trust in, and support of, government is fostered by maintaining the integrity of these decision-making parameters.

*The City of Lake Forest’s Decision-Making Parameters shall be reviewed by the City Council on an annual basis and shall be included on all agendas of the City Council and Boards and Commissions.*

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of December, 2018, by and between the **THE CITY OF LAKE FOREST**, an Illinois home rule municipality ("**City**") and **JASON C. WICHA** ("**Employee**").

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

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

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

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

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

**Section 3. Termination and Severance Pay.**

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

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

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

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

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

#### **Section 4. Compensation and Benefits.**

A. Base Salary. The City agrees to pay Employee a base salary of Two Hundred Thousand Dollars (\$200,000.00), payable in installments in accordance with the City's normal payroll practices. The base salary may be adjusted from time-to-time as the Mayor and City Council, in their sole discretion, may determine without having to amend this Agreement.

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

C. Deferred Compensation. The City agrees to execute all necessary documents for the Employee's participation in an ICMA-RC 457 deferred compensation plan ("**457 Plan**"). The City agrees to pay an amount equal to 3% of the Employee's base salary into the 457 Plan on Employee's behalf, in equal proportionate amounts each pay period.

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

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

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

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

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

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

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

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

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

**Section 6. Relocation and Residency.**

A. Residency. The City and Employee agree that residency in the City is a condition of employment under this Agreement. Employee will be required to reside within the City no later than August 31, 2020.

B. Moving Expenses. In order to accommodate Employee in relocating his residence to the City, the City agrees, upon Employee providing the City with appropriate documentation, to reimburse Employee for all reasonable and necessary expenses incurred by Employee in moving to the City in an amount not to exceed \$10,000.00.

C. Lake Forest Residence Loan.

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

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

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

D. Lake Forest Residence Housing Allowance. In recognition of the expenses involved in residing in Lake Forest, the City agrees to provide Employee with a housing allowance in the amount of \$1,000.00 per month, to become effective upon Employee's purchase of a residence in Lake Forest. The housing allowance payments will terminate upon termination of Employee's employment as City Manager under this Agreement, whether voluntary or involuntary, with or without cause.

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

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

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

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

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

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

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

City:

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

Employee:

Jason C. Wicha  
\_\_\_\_\_  
\_\_\_\_\_

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

THE CITY OF LAKE FOREST, a home  
rule municipality

ATTEST:

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

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

JASON C. WICHA  
\_\_\_\_\_

**Gorton Community Center  
2019 Budget Draft Summary**

					<b>\$ Variance</b>	<b>% Variance</b>
	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2019 Bgt vs</b>	<b>2019 Bgt vs</b>
	<b>Actual</b>	<b>Actual</b>	<b>Reforecast</b>	<b>Budgeted</b>	<b>2018 Refrcst</b>	<b>2018 Refrcst</b>
<b>Operations, net</b>	<b>(265,514)</b>	<b>(278,616)</b>	<b>(326,098)</b>	<b>(281,837)</b>	<b>44,261</b>	<b>-13.57%</b>
<b>Programs &amp; Events, net</b>	<b>94,082</b>	<b>130,634</b>	<b>213,184</b>	<b>257,610</b>	<b>44,426</b>	<b>20.84%</b>
<b>Drop-In Center, net</b>	<b>(7,593)</b>	<b>(21,560)</b>	<b>(6,410)</b>	<b>251</b>	<b>6,661</b>	<b>-103.92%</b>
<b>Unrestricted Activity</b>	<b>291,780</b>	<b>259,542</b>	<b>243,450</b>	<b>220,680</b>	<b>(22,770)</b>	<b>-9.35%</b>
<b>Income from Operations</b>	<b>112,755</b>	<b>90,001</b>	<b>124,125</b>	<b>196,704</b>	<b>72,579</b>	<b>80.64%</b>
<b>Depreciation Expense</b>	<b>(257,902)</b>	<b>(259,173)</b>	<b>(262,418)</b>	<b>(270,000)</b>	<b>(7,582)</b>	<b>2.89%</b>
<b>Temp Restricted Activity</b>	<b>2,672</b>	<b>(80,286)</b>	<b>(61,250)</b>	<b>-</b>	<b>61,250</b>	<b>-100.00%</b>
<b>Perm Restricted Activity</b>	<b>347,420</b>	<b>533,438</b>	<b>152,854</b>	<b>(80,800)</b>	<b>(233,654)</b>	<b>-23.43%</b>
<b>Net Income/Loss</b>	<b>204,946</b>	<b>283,979</b>	<b>(46,688)</b>	<b>(154,096)</b>	<b>(107,408)</b>	<b>230.05%</b>

**Gorton Community Center  
2019 Budget**

				2016	2017	2018	2019	\$ Variance	% Variance	
				Actual	Actual	Reforecast	Budget	2019 Bgt vs 2018 Refrcst	2019 Bgt vs 2018 Refrcst	Notes
<b>Room Rentals &amp; Leases</b>										
	4001	Annual Leases		160,622	172,647	169,055	177,087	8,032	4.75%	See Annual Leases subschedule
	4002	Daily and Contract Rent, Net		94,804	93,951	125,000	128,750	3,750	3.00%	3% increase over 2018
	4003	Drop In Center Rent		48,516	49,968	51,470	53,014	1,544	3.00%	3% increase over 2018
	4004	Theatre Rent		90,169	52,523	78,000	80,500	2,500	3.21%	3% increase over 2018
	4004	Technical Fees		21,264	16,232	18,540	19,100	560	3.02%	3% increase over 2018
				415,374	385,321	442,065	458,451	16,386	3.71%	
<b>Administration Expense</b>										
	5001	Payroll								
		5001.01	Administration	332,447	331,829	353,566	401,380	47,814	13.52%	See subschedule
		5001.02	Porter	51,776	50,727	53,000	50,295	(2,705)	-5.10%	See subschedule
		5001.03	Taxes	29,313	29,826	31,102	34,553	3,451	11.10%	7.65% of payroll
		5001.04	Payroll Fees	3,015	2,884	3,320	3,420	100	3.01%	3% increase over 2018
			<b>Total 5001 - Payroll</b>	416,551	415,267	440,988	489,648	48,660	11.03%	
	5002	Porter/Cleaning Services		65,416	66,937	68,260	70,300	2,040	2.99%	3% increase per vendor
	5003	Copier		4,695	5,274	5,400	5,400	-	0.00%	\$450/mo includes lease and avg copy charge
	5004	Postage		960	924	1,200	1,200	-	0.00%	Same as 2018
	5005	Internet		2,897	2,888	2,976	3,060	84	2.82%	Comcast \$255/mo
	5006	Marketing		3,451	35,570	38,000	50,000	12,000	31.58%	Quarterly mailers and misc ads
	5007	Printing		598	58	600	600	-	0.00%	Misc stationery needs
	5008	Insurance								
		5008.02	Liability Insurance	19,736	22,987	20,383	22,469	2,086	10.23%	
		5008.03	Workers Compensation Insurance	6,614	8,518	4,518	5,091	573	12.68%	
		5008.05	Liquor Liability Insurance	145	1,709	350	300	(50)	-14.29%	
		5008.04	Directors & Officers Insurance		825	1,790	1,790	-	0.00%	
		5008.10	Reimbursed Health Insurance	1,787	350		7,200	7,200	0.00%	25% Subsidy for Participants (4 Employees @ \$150/ea per month)
			<b>Total 5008 - Insurance</b>	28,282	34,389	27,041	36,850	9,809	36.27%	
	5009	Website Maintenance		8,705	5,893	6,000	6,000	-	0.00%	Blueshooon \$3,600, Misc Consultation \$2,400
	5010	Accounting		10,000	10,000	10,300	10,600	300	2.91%	Audit fee per proposal
	5011	Office Supplies		5,819	7,390	9,000	9,000	-	0.00%	Same as 2018
	5012	Utilities								
		5012.01	Gas	10,996	14,487	16,480	17,000	520	3.16%	2.2% increase; discussed with E Holleb
		5012.02	Electric	37,682	32,867	43,000	44,200	1,200	2.79%	2.7% increase; discussed with E Holleb
		5012.03	Water/Sewer	2,099	2,230	2,500	2,600	100	4.00%	\$650/quarter
		5012.04	Telephone	4,347	11,971	11,000	12,000	1,000	9.09%	Birch, Marlin, Access, Porter Phone (DIC pays portion)
			<b>Total 5012 - Utilities</b>	55,123	61,555	72,980	75,800	2,820	3.86%	
	5014	Building Maintenance								
		5014.02	Pest Control	540	540	540	540	-	0.00%	Quarterly service
		5014.03	Cleaning Supplies	7,240	7,857	9,000	9,000	-	0.00%	\$2125/qtr
		5014.10	Theatre Maintenance	5,281	3,278	6,000	14,000	8,000	133.33%	See budget detail
		5014.08	Miscellaneous	12,681	11,350	15,000	15,000	-	0.00%	Misc Maintenance Items
		5014.09	GCC/City Agreement	25,000	15,000	15,000	15,000	-	0.00%	Per GCC/City Agreement
			<b>Total 5014 - Building Maintenance</b>	50,742	38,026	45,540	53,540	8,000	17.57%	
	5015	Bank/Credit Chg and Late Fees		10,665	12,995	20,000	20,600	600	3.00%	
	5017	Miscellaneous								
		5017.01	Dues and Subscriptions	570	20	115	130	15	13.04%	Annual Report Fee, Filing Fee
		5017.02	Vending Machine	(353)	(312)	-	-	-	0.00%	Net from Vending Machine
		5017.03	License Fees	15	15	15	-	(15)	-100.00%	Moved to Dues & Subscriptions
		5017.06	Exec Director's Discretionary Fund	572	-	7,000	15,000	8,000	114.29%	Exec Director Discretionary Fund, non-budgeted items, Chairman's discretionary
		5017.05	Meeting Expense			1,000	4,000	3,000	300.00%	Board Meetings, Staff & Misc Meetings
		5017.09	Educaton/Conferences				6,000	6,000	100.00%	Arts MW
		5017.08	Staff Development	1,214	165	1,200	1,200	-	0.00%	Staff training, staff appreciation

**Gorton Community Center  
2019 Budget**

	2016	2017	2018	2019	2019 Bgt vs	2019 Bgt vs	
	Actual	Actual	Reforecast	Budget	2018 Refrcst	2018 Refrcst	Notes
<b>Total 5017 - Miscellaneous</b>	2,018	(112)	9,330	26,330	17,000	182.21%	
5019 - Computer Equip/Maint/Software	18,492	9,668	5,000	10,000	5,000	100.00%	Replace Computers 2018
5021 - Strategic Planning Contingency				60,000	60,000	100.00%	Board Contingency
5020 - Non-Capital Items	1,595	12,980	11,468	2,780	(8,688)	-75.76%	Elevator Pads, 2 Drinking Fountains
<b>Other Income</b>							
4301 - Administrative Fees	4,920	4,920	4,920	4,920	-	0.00%	DIC Agreement, \$410/month for copies, accountant, cr card fees
4302 - Interest	199	95	1,000	1,500	500	50.00%	Operating Acct
4304 - Miscellaneous	-	50,750	-	-	-	0.00%	Kinora Settlement
4306 - Distributions - Endowment Fund	-	-	-	125,000	125,000	0.00%	See subschedule for calculation
<b>Total Operations Expense</b>	680,888	663,937	768,163	740,288	(27,875)	-3.63%	
	(265,514)	(278,616)	(326,098)	(281,837)	44,261	-13.57%	
<b>Programs &amp; Events - Income</b>							
<b>Programs</b>							
4102 - PASTA	110,822	98,590	120,000	120,000	-	0.00%	2 Plays in Spring, 1 in Summer, 3 In Fall; Enrollment is maxed out
4101 - Fencing		5,940	5,000	5,400	400	8.00%	
4100 - Knitting		1,710	1,800	960	(840)	-46.67%	
4103 - Yoga	2,222	2,751	3,507	3,500	(7)	-0.20%	
4106 - Sewing	2,150	7,845	20,000	20,000	-	0.00%	
4107 - Bridge	2,810	4,133	5,095	5,000	(95)	-1.86%	
4109 - Cooking Classes	8,175	9,315	12,500	10,000	(2,500)	-20.00%	8 Classes per year
4111 - Other	11,370	31,957	35,000	35,000	-	0.00%	Soccer Stars, Im App, Book Club, NS Distillery, Tai Chi, Self Improve
4112 - Manners	-	1,725	9,000	9,000	-	0.00%	
4113 - Bubbles Academy	2,100	2,127	1,050	1,050	-	0.00%	Program discontinued; renamed Wiggleworms
4116 - Computer/Photo	2,200	2,335	1,500	1,500	-	0.00%	
4125 - Music Lessons	11,463	1,097	300	300	-	0.00%	Instructor has rented studio on 2nd floor of Gorton
4100 - Meditation			2,160	3,500	1,340	62.04%	
4100 - Palette & Pours			1,500	2,000	500	33.33%	
4100 - Improv & Acting			5,000	5,500	500	10.00%	Acting, Film Camp
4100 - High School Prep			4,000	4,500	500	12.50%	
4122 - Sylvan Partnership/Robothink	22,939	4,729	5,000	5,500	500	10.00%	
	176,251	174,253	232,412	232,710	298	0.13%	
<b>Events</b>							
4117 - Safety Town	13,430	13,483	26,721	27,000	279	1.04%	
4118 - Dog Day	4,228	215	1,355	1,500	145	10.70%	
4119 - Film Festival & Series	12,478	16,207	45,000	55,000	10,000	22.22%	Childrens Film Fest, Summer, Holiday, Spring Series, Mountain Film, 1st Thurs
4130 - Gene Siskel Film Series	8,130	4,196	1,700	-	(1,700)	-100.00%	Discontinued
4125 - Hughes Distribution	-	16,999	20,546	18,500	(2,046)	-9.96%	To cover film cost overages
4120 - Family Concerts	413	12,573	10,815	11,000	185	1.71%	large musical event in spring, small fall event
4121 - Kids Only Holiday Shoppe	2,486	1,813	1,500	1,500	-	0.00%	
4123 - Speakers	-	-	-	-	-	0.00%	
4201 - Grotto	6,873	7,187	9,000	9,000	-	0.00%	
4123 - PAC Committee	8,372	-	-	-	-	0.00%	
4128 - Greater Good			52,490	50,000	(2,490)	-4.74%	Kellogg Partnership
4204 - Other	340	35,907	22,000	35,000	13,000	59.09%	2 StoryTelling Events, 4 Concert Events, Block Party
4205 - Event Sponsorships				35,000	35,000	100.00%	New Classification for 2019
4202 - Jazz Tickets	3,140	3,200	3,710	3,700	(10)	-0.27%	Red Rose Concert
	59,890	111,777	194,837	247,200	52,363	26.88%	
<b>Total Program &amp; Event Revenue</b>	236,141	286,031	427,249	479,910	52,661	12.33%	
<b>Programs &amp; Events - Expense</b>							
<b>Programs</b>							

**Gorton Community Center  
2019 Budget**

	2016	2017	2018	2019	2019 Bgt vs	2019 Bgt vs	
	Actual	Actual	Reforecast	Budget	2018 Refrcst	2018 Refrcst	Notes
<b>5102 - PASTA Expense</b>	71,680	63,162	78,000	78,000	-	0.00%	60% of fees plus expenses for Summer Camp
5101 - Fencing		2,268	5,000	3,500	(1,500)	-30.00%	
5100 - Knitting		1,026	900	550	(350)	-38.89%	
5103 - Yoga	773	707	1,000	1,750	750	75.00%	
5106 - Sewing	1,075	5,475	12,000	12,000	-	0.00%	
5107 - Bridge	753	98	2,500	2,500	-	0.00%	50% of fees
5109 - Cooking Class	6,800	7,450	8,000	6,500	(1,500)	-18.75%	\$50/person
5111 - Other	8,121	15,654	17,000	17,000	-	0.00%	
5112 - Manners	-	1,877	7,000	7,000	-	0.00%	
5116 - Computer/Photo	1,295	1,388	1,000	1,000	-	0.00%	Digital SLR, Iphone Photo
5100 - Meditation			1,000	1,700	700	70.00%	
5100 - Palette & Pours			1,000	1,750	750	75.00%	
5100 - Improv & Acting			3,500	3,750	250	7.14%	Acting, Film Camp
5100 - High School Prep			1,800	2,250	450	25.00%	
5122 - Sylvan Partnership/Robthink	12,280	2,016	2,000	3,250	1,250	62.50%	60% of fees
	102,776	101,120	141,700	142,500	800	0.56%	
<b>Events</b>							
5117 - Safety Town	2,151	2,686	8,921	7,000	(1,921)	-21.53%	Many 1st time expenses covered in 2018 for added programming
5118 - Dog Day	1,869	580	487	500	13	2.67%	
5119 - Film Festival & Series	15,222	13,421	28,000	35,000	7,000	25.00%	
5130 - Gene Siskel Film Series	6,367	3,599	2,840	-	(2,840)	-100.00%	Discontinued
5120 - Family Concerts	656	5,701	6,817	7,000	183	2.68%	Small spring event (Cat in the Hat), Large fall event (Disney)
5121 - Kids Only Holiday Shoppe	827	1,333	1,000	1,000	-	0.00%	No changes from 2017
5201 - Grotto	2,987	2,634	2,900	2,900	-	0.00%	DJ, decorations, porter
5123 - PAC Committee	5,669	-	-	-	-	0.00%	
5204 - Other	1,990	23,099	20,000	25,000	5,000	25.00%	2 StoryTelling Events, 4 Concert Events, Block Party
5202 - Jazz	1,544	1,225	1,400	1,400	-	0.00%	Red Rose Concert
	39,283	54,277	72,365	79,800	7,435	10.27%	
<b>Total Program &amp; Events Expense</b>	142,059	155,397	214,065	222,300	8,235	3.85%	
<b>Programs &amp; Events, net</b>	94,082	130,634	213,184	257,610	44,426	20.84%	
<b>Drop-In Center - Income</b>							
4401.1 - Enrollment	21,040	15,531	15,000	22,000	7,000	46.67%	Return to enrollment fee in 2019 vs 2018 punch card enrollment
4402 - Hourly	183,816	209,637	210,300	217,000	6,700	3.19%	
4403 - Lunch Bunch	11,041	8,295	10,000	10,000	-	0.00%	Nets to zero against Lunch Expense
4404 - Camp Gorton/Mini Camps	34,209	37,761	40,280	41,500	1,220	3.03%	Reducing number of mini camps 2019; Safety Town budgeted with programs in 2019
4405 - Other							
4405.04 - Other-Donations	5,000	5,000	1,243	1,000	(243)	-19.55%	Fundraiser
4405.1 - Book Fair	30	50	-	-	-	0.00%	
<b>Total 4405 - Other</b>	5,030	5,050	1,243	1,000	(243)	-19.55%	
<b>Total Revenue, Drop-In Center</b>	255,136	276,274	276,823	291,500	14,677	5.30%	
<b>Drop-In Center - Expense</b>							
5401 - Payroll							
5401.01 - Drop In Center	173,015	202,259	186,585	193,000	6,415	3.44%	
5401.04 - Taxes	13,360	15,257	14,274	14,765	491	3.44%	7.65% of payroll
5401.05 - Payroll Fees	1,290	1,456	1,614	1,700	86	5.33%	est \$62/payroll
<b>Total 5401 - Payroll</b>	187,665	218,972	202,473	209,465	6,992	3.45%	
5402 - Administrative Services	4,920	4,920	4,920	4,920	-	0.00%	Payable to GCC for copies, cr card fees, admin
5403 - Rent	48,516	49,968	51,470	53,014	1,544	3.00%	3% increase
5404 - Telephone	708	999	850	1,000	150	17.65%	
5405 - Staff Development/Education	-	-	400	1,500	1,100	275.00%	Staff Meetings
5406 - Office Supplies	634	346	360	350	(10)	-2.78%	Toner, misc supplies
5407 - Classroom Supplies	1,242	2,193	1,360	1,000	(360)	-26.47%	

**Gorton Community Center  
2019 Budget**

	2016	2017	2018	2019	2019 Bgt vs	2019 Bgt vs	
	Actual	Actual	Reforecast	Budget	2018 Refrcst	2018 Refrcst	Notes
5407.1 - Snack Expense	1,289	843	1,500	1,000	(500)	-33.33%	
5407.2 - Lunch Expense	9,434	10,223	10,000	10,000	-	0.00%	Nets against Lunch Bunch Income
5408 - Cleaning & Laundry	4,454	4,535	5,400	5,000	(400)	-7.41%	\$409/mo, \$500 for carpet/tile cleaning
5409 - Marketing	419	-	500	400	(100)	-20.00%	Adding Parent Resource shelf, open house and parent coffees in 2017
5410 - Camp	1,593	3,781	1,500	600	(900)	-60.00%	Camp Gorton, mini camp expenses
5413 - Classroom Equipment	670	-	-	1,000	1,000	0.00%	Painting, misc equipment
5414 - Miscellaneous	1,185	1,054	2,500	2,000	(500)	-20.00%	Food Service Permit, Parent Coffees, health record service
<b>Total Expense, Drop-In Center</b>	<b>262,729</b>	<b>297,833</b>	<b>283,233</b>	<b>291,249</b>	<b>8,016</b>	<b>2.83%</b>	
<b>Drop-In Center, net</b>	<b>(7,593)</b>	<b>(21,560)</b>	<b>(6,410)</b>	<b>251</b>	<b>6,661</b>	<b>-103.92%</b>	
<b>Total Gorton Operations</b>	<b>(179,025)</b>	<b>(169,542)</b>	<b>(119,325)</b>	<b>(23,976)</b>	<b>95,349</b>	<b>-79.91%</b>	
5021 - Depreciation Expense	(257,902)	(259,173)	(262,418)	(270,000)	(7,582)	2.89%	Based on projected 2019 Cap Exp
	(436,926)	(428,715)	(381,743)	(293,976)	87,767	-22.99%	
<b>Unrestricted Activity</b>							
<b>Donations - Income</b>							
4501 - General Donations							
4501.13 - Spring/Fall Appeal	266,237	222,927	200,000		(200,000)	-100.00%	
4501.51 - Unrestricted - Individual	19,105	8,003	35,000		(35,000)	-100.00%	General Donations, Annual Fund Giving
4501.52 - Unrestricted - Corporation	200	13	15,000		(15,000)	-100.00%	General Donations
4501.53 - Unrestricted - Foundation	1,011	20,017	35,000		(35,000)	-100.00%	General Donations
4501 - 1 Quarter Donations				45,000			New Classification 2019
4501 - Spring Appeal				30,000			New Classification 2019
4501 - 3rd Quarter Donations				30,000			New Classification 2019
4501 - Fall Appeal				160,000			New Classification 2019
4501.80 - In-Kind Donations	1,217	31,000	6,950	7,680	730	0.00%	Safety Town Storage \$640/mo
4501 - Discount on Pledges	1,261	5,505	-	-	-	0.00%	
	289,030	287,464	291,950	272,680	(19,270)	-6.60%	
<b>Donations - Expense</b>	<b>45,304</b>	<b>56,650</b>	<b>63,500</b>	<b>72,000</b>	<b>8,500</b>	<b>13.39%</b>	2 Appeals, Event, Development Director Salary & Taxes, Cultivation, New Position,
<b>Unrestricted Donations, net</b>	<b>243,726</b>	<b>230,815</b>	<b>228,450</b>	<b>200,680</b>	<b>(27,770)</b>	<b>-12.16%</b>	Annual Report (Appeal cost has decreased with new vendor), Event
<b>Events Committee</b>							
4504.1 - Income	81,226	65,815	30,000	35,000	5,000	16.67%	Board Fundraiser Event in 2019
5504.1- Fundraising Expenses	33,172	37,087	15,000	15,000	-	0.00%	Board Fundraiser Event in 2019
<b>Events Committee, net</b>	<b>48,054</b>	<b>28,728</b>	<b>15,000</b>	<b>20,000</b>	<b>5,000</b>	<b>33.33%</b>	
<b>Unrestricted Activity, net</b>	<b>291,780</b>	<b>259,542</b>	<b>243,450</b>	<b>220,680</b>	<b>(22,770)</b>	<b>-9.35%</b>	
<b>Temporarily Restricted Activity</b>							
6005 - Restricted Fund Income	73,935	65,778	59,198	-	(59,198)	-100.00%	
6004 - Restricted Fund Expenditure	(71,263)	(146,065)	(120,448)	-	120,448	-100.00%	
<b>Temporarily Restricted Activity, net</b>	<b>2,672</b>	<b>(80,286)</b>	<b>(61,250)</b>	<b>-</b>	<b>61,250</b>	<b>-100.00%</b>	
<b>Permanently Restricted Activity</b>							
<b>Hughes Film Series</b>							
6010 - Hughes Film Series Income	11,285	12,781	14,000	15,000	1,000	7.14%	
6011 - Management Fees	(5,056)	(5,303)	(5,600)	(5,800)	(200)	3.57%	1% of projected balance of \$577,825
6013 - Unrealized Gain/Loss on Investments	28,679	50,077	-	-	-	0.00%	
6015 - Draws on Investment Acct	-	(16,999)	(20,546)	(18,500)	2,046	-9.96%	Draw for film expenses
<b>Hughes Film Series Activity, net</b>	<b>34,908</b>	<b>40,556</b>	<b>(12,146)</b>	<b>(9,300)</b>	<b>2,846</b>	<b>-23.43%</b>	

**Gorton Community Center  
2019 Budget**

	2016	2017	2018	2019	2019 Bgt vs	2019 Bgt vs	
	Actual	Actual	Reforecast	Budget	2018 Refrcst	2018 Refrcst	Notes
<b>Permanently Restricted Donations</b>							
6002 - Realized Gain/Loss on Investments	-	25,203	-	-	-	0.00%	
6003 - Unrealized Gain/Loss on Investments	177,750	326,754	-	-	-	0.00%	
6006 - Income from Investments	45,723	75,326	70,000	75,000	5,000	7.14%	
6011 - Draws on Investment Acct	-	-	-	(125,000)	(125,000)	0.00%	See subschedule
6007 - Permanently Restricted Donations	108,323	95,000	130,000	25,000	(105,000)	-80.77%	Donations to Endowment
6008 - Gain/Loss on Stock Sale	(230)	(33)	-	-	-	0.00%	Gain/Loss on stock gift holding period
6008 - Management Fees	(19,054)	(29,368)	(35,000)	(46,500)	(11,500)	32.86%	1% of projected balance of \$4,648,836
Permanently Restricted Donation Activity, net	312,513	492,882	165,000	(71,500)	(236,500)	-143.33%	
<b>Total Permanently Restricted Activity</b>	<b>347,420</b>	<b>533,438</b>	<b>152,854</b>	<b>(80,800)</b>	<b>(233,654)</b>	<b>-152.86%</b>	
<b>Total Unrestricted, Temp Restr, Perm Restr Activity</b>	<b>641,873</b>	<b>712,694</b>	<b>335,054</b>	<b>139,880</b>	<b>(195,174)</b>	<b>-58.25%</b>	
<b>Net Income/Loss</b>	<b>204,946</b>	<b>283,979</b>	<b>(46,688)</b>	<b>(154,096)</b>	<b>(107,408)</b>	<b>230.05%</b>	

Gorton Community Center Capital Budget (City's Responsibility)

City's CIP	Total	2011	2012	2013	2014	2015	2016	2017	2018	2018	2019	2020	2021	2022	2023	2024	2025	2026	Comments
		(FY12)	(FY13)	(FY14)	(FY15)	(FY16)	(FY17)	(FY18)	(FY19)	(FY19)	(FY20)	(FY21)	(FY22)	(FY23)	(FY24)	(FY25)	(FY26)	(FY27)	
		Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Budget	Est. Actuals									
1 HVAC engineering and replace first 3 split systems	\$ 28,640				\$ 28,640														Reduced FY14 by \$17K for Emg. RTU replacement 12/4/12 \ rolled from Fy14 to FY15
2 HVAC replace 2 split systems (per year)	\$ 33,475	\$ -			\$ -	\$ -	\$ 16,187	\$ 23,475	\$ -	\$ -	\$ 10,000								See Line Item #11. Also Added 10K to FY18 & FY20 HVAC
3 Northwest Patio / Drainage Repairs	\$ -														\$ 35,000				Moved from FY14; repairs sufficient at this time
4 West main Entrance Door Replacement	\$ 20,000					\$ 20,000													Originally moved from FY16 to FY15 / rolled to FY16
5 HVAC 25 ton Auditorium Unit replacement ( FY 19 is 20 years)	\$ 25,764	\$ 25,764							\$ -	\$ -									Emerg Repl 12/4/12 - Removed FY '19
6 HVAC 20 Ton D.I.C. unit replacement ( FY19 is 20 years)	\$ 25,764	\$ 25,764									\$ -								Emerg Repl 12/4/12 - Removed FY '20
7 D.I.C. main entrance Replacement	\$ 30,000										\$ 30,000								Moved from FY17 to FY21 / reevaluate the need for footings in FY21
8 Small flat roof replacement & East flat roof	\$ 65,000											\$ 65,000							Combined with upper East roof and moved to FY22
9 Replace Stuart Room windows	\$ 43,157				\$ 43,157														8 Windows replaced in conjunction with the FY15 renovation
11 Line item #2 FY15 & FY16 Fund Reallocated for Renovation Project	\$ 40,000				\$ 40,000														
12 Additional Non-Budgeted Funding Allocated for Renovation Project	\$ 25,000				\$ 25,000														
13 Art Room HVAC	\$ 6,985					\$ 6,985													Emergency replacement /originally budgeted in line 2 FY15
14 Replace 5 Ton RTU for Stuart Community Room	\$ -																		<a href="#">Replaced during the FY15 renovation</a>
15 Replace Hot Water Heater	\$ 8,000								\$ 4,000	\$ 4,000									
16 Iron fence painting and landscaping	\$ 19,950	\$ 12,860	\$ 7,090																
17 Front Entry Wood Ceiling Sealant	\$ 6,375		\$ 3,375						\$ 1,500	\$ 1,500									Reseal every 5 years
18 Sprinkler Head Replacement (50+years old)	\$ 3,726		\$ 3,726																
19 Exterior window and trim painting (per year)-Completed 2013 Painting	\$ 79,512	\$ 12,860	\$ 4,530	\$ 4,670		\$ 6,500		\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	Moved FY17 funds to cover unfunded rekeying project.
20 North side Scupper Drains (2 or 3)	\$ 1,500										\$ 1,500								Unfunded / move from FY16 to FY21
21 Wood fence repairs for DIC playground	\$ 3,950	\$ 3,950																	Fence posts replaced in FY13 / total fence replace FY 23
22 Replacement of stairs & railing off East stage exit	\$ 4,400	\$ 4,400																	
23 Exterior stucco repairs	\$ 33,245	\$ 8,230	\$ 5,140																All exterior stucco repairs completed in FY13
24 Rekeying of entire building (108 doors @ \$60/door)	\$ -						\$ 13,219												One-Time Rekeying; purchase IC Cores & pinning/ moved from FY15 to FY16 (135 doors )***
25 Security Camera System	\$ 6,183		\$ 6,183																One-Time Improvement
26 Roof Maintenance (Winter 2014)	\$ 26,307	\$ 1,490	\$ -		\$ 2,000		\$ 5,317	\$ 2,500	\$ 2,500	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,500	\$ 3,500					
27 New flagpole	\$ 8,540						\$ 8,540												Removed lighting from estimate. <a href="#">Funds used from tuckpointing funds</a>
28 Cupolas repaired and painted	\$ 8,000			\$ 8,000															Exterior Painting and Roof maintenance allowance used for this
29 HVAC repair parts	\$ 898	\$ 898																	
30 Fire Alarm duct detectors	\$ 2,205	\$ 2,205																	
31 HVAC Engineering costs	\$ 920		\$ 920																
32 Tuck-pointing and exterior masonry repairs	\$ 9,880						\$ 9,880												Rolled over from FY18 to FY19
33 Theatre flood relief drain	\$ 9,075						\$ 9,075												Interior drain to isolated sump / rolled over from FY18 to FY19
34 Additional cost for West entry door work by Laduke & Assoc.	\$ 7,670					\$ 7,670													<a href="#">Cost covered by FY17 flagpole funds</a>
35 Proposed flagpole lighting	\$ -						\$ -												<a href="#">Proposed joint purchase with Gorton (new FY18)</a>
36 Chimney repairs	\$ 60,000						\$ 30,000	\$ 30,000											
37 Stage Hand rails	\$ 788						\$ 788												
38 Survey by Bleck	\$ 1,750						\$ 1,750												
39 Historic mortar	\$ 1,397						\$ 1,397												
40 Theater exit sidewalk improvements	\$ 35,000									\$ 35,000									
41	\$ -																		
42	\$ -																		
<b>City's Responsibility (Gorton Maintenance CIP)</b>	<b>\$ 683,056</b>	<b>\$ 22,580</b>	<b>\$ 85,511</b>	<b>\$ 25,964</b>	<b>\$ 144,797</b>	<b>\$ 35,485</b>	<b>\$ 37,076</b>	<b>\$ 60,222</b>	<b>\$ 43,000</b>	<b>\$ 43,000</b>	<b>\$ 53,000</b>	<b>\$ 39,500</b>	<b>\$ 73,000</b>	<b>\$ 8,500</b>	<b>\$ 43,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

The City's obligation to perform the responsibilities set forth in this Section 10.D.2 shall be subject to the City Council authorizing sufficient funds for performing such responsibilities in the Council's sole and absolute discretion, and the failure or refusal of the City Council to so authorize sufficient funds shall not be a breach of any obligation of the City under the Agreement, even if such a failure or refusal requires the GCC to modify its use, occupancy, or programming relating to the Property.

\*\*\* Amount increased to \$15,500 due to additional doors and increased cost ( original amount of \$6,500 / Additional funds from; \$2,000 from HVAC, \$4,500 from Roof maint, \$1,500 from Scupper drains, & \$1,000 from flagpole)  
 Gorton costs for replacement of interior locksets to meet ADA codes is \$9,839.

10 Parking Lot - Resurface	\$ 160,000										\$ 160,000								Moved to FY19 under the engineering department Priority 2
Landscape Design	\$ 7,500						\$ 7,500												City's contribution to the landscape design
Drainage engineering costs	\$ -					\$ 5,600													GeWalt Engineering costs
	\$ -																		
	\$ -																		
<b>Total City Responsibility Cost</b>	<b>\$ 850,556</b>	<b>\$ 85,511</b>	<b>\$ 25,964</b>	<b>\$ 144,797</b>	<b>\$ 35,485</b>	<b>\$ 42,676</b>	<b>\$ 67,722</b>	<b>\$ 43,000</b>	<b>\$ 43,000</b>	<b>\$ 213,000</b>	<b>\$ 39,500</b>	<b>\$ 73,000</b>	<b>\$ 8,500</b>	<b>\$ 43,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		

**Gorton Community Center Capital Budget (Gorton's Responsibility)**

	Total	2011 (FY12)	2012 (FY13)	2013 (FY14)	2014 (FY15)	2015 (FY16)	2016 Actual	2017 Actual	2018 (FY19)	2018 Actual	2019 (FY20)	2020 (FY21)	2021 (FY22)	2022 (FY23)
<b>C. Master Renovation Plan</b>														
Total Project Cost	\$ 4,341,918					\$4,341,918								
Understage Subwoofer Installation & Connection	\$ 5,334						\$ 5,334							
Center Stage Rigging & Installation	\$ 6,200						\$ 6,200							
	\$ 4,353,452	\$ -	\$ -	\$ -	\$ -		\$ 11,534	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>D. GCC Capital Expenditures</b>														
1 Cleaning & Inspection of Auditorium Murals	\$ 5,000								\$ 5,000	In Progress				
2 Two entrance signs for Gorton	\$ 10,000											\$ 10,000		
3 Update Bathrooms	\$ 70,000											\$ 30,000		
4 DIC Playground Equipment/Flooring Replacement	\$ 77,723								\$ 30,000	In Progress	\$ 10,000	\$ 30,000		
5 Replacement of air conditioner	\$ 11,475		\$ 11,475								\$ 25,000			
6 Keyless Access System for Exterior Doors (Note 1)	\$ 37,100						\$ 37,100							
7 Wood Floor Refinishing	\$ 7,500									\$ 3,500		\$ 4,000		
8 Concrete flooring sealant (all floors in North Addition)	\$ 7,500													\$ 7,500
9 Painting interior of building including public rooms & halls	\$ 43,000								\$ 8,000	pending	\$ 8,500	\$ 8,500	\$ 9,000	\$ 9,000
10 Lower level hall and annex cement grinding/staining	\$ 41,720					\$ 41,720								
11 New Website	\$ 30,000						\$ 30,000							
12 Contingency - 2015 Renovation	\$ -													
13 Theater Board Cover	\$ -													
14 Update Grotto	\$ -													
15 Replace Carpet in Nagel Room	\$ 5,000									\$ 5,000				
16 Security cameras for Gorton main floor	\$ 10,000								\$ 10,000	Expensed				
17 Folding Chairs (200 @ \$28)	\$ 5,600								\$ 5,600	pending				
18 Water Heater	\$ 11,350								\$ 11,350	city covered				
19 Big Blue Blocks	\$ 7,500								\$ 7,500	postponed				
20 Theater Lighting	\$ 32,190								\$ 7,190	\$ 7,190	\$ 25,000			
21 Sealcoat and Stripe Parking Log	\$ 6,000								\$ 6,000	In Progress				
22 Card Tables	\$ 1,400								\$ 1,400	Expensed				
23 Refinish DIC Cement Flooring - Carpeted	\$ 5,746								\$ 20,000	\$ 5,746				
24 Draperies - Friends/1861 - Not Budgeted	\$ 5,800									\$ 5,800				
25 Commercial Refrigerator - Not Budgeted	\$ 4,541									\$ 4,541				
26 Office and lower level kitchen update	\$ 15,000										\$ 5,000	\$ 10,000		
27 Mac Laptop	\$ 5,000									\$ -	\$ 5,000			
28 Handrail for Theater Stairs	\$ 3,500										\$ 3,500			
29 Stage Monitor Patch	\$ 4,500								\$ 4,500	\$ 4,500				
	\$ 464,145	\$ -	\$ 11,475	\$ 52,723	\$ -	\$ 41,720	\$ -	\$ 67,100	\$ 116,540	\$ 27,778	\$ 90,500	\$ 58,500	\$ 13,000	\$ 16,500
<b>Total Gorton Capital Improvements (C and D)</b>	<b>\$ 4,817,597</b>	<b>\$ -</b>	<b>\$ 11,475</b>	<b>\$ 52,723</b>	<b>\$ -</b>	<b>\$ 41,720</b>	<b>\$ 11,534</b>	<b>\$ 67,100</b>	<b>\$ 116,540</b>	<b>\$ 27,778</b>	<b>\$ 90,500</b>	<b>\$ 58,500</b>	<b>\$ 13,000</b>	<b>\$ 16,500</b>
<b>Grand Total Capital Project Requests</b>	<b>\$ 5,668,154</b>	<b>\$ -</b>	<b>\$ 96,986</b>	<b>\$ 78,687</b>	<b>\$ 144,797</b>	<b>\$ 77,205</b>	<b>\$ 79,256</b>	<b>\$ 110,100</b>	<b>\$ 329,540</b>	<b>\$ 67,278</b>	<b>\$ 163,500</b>	<b>\$ 67,000</b>	<b>\$ 56,500</b>	<b>\$ 16,500</b>

**Gorton Community Center  
FIVE YEAR FORECAST**

	Actual 2015	Actual 2016	ACTUAL 2017	ESTIMATE 2018	BUDGET 2019	PROJECTED 2020	PROJECTED 2021	PROJECTED 2022	PROJECTED 2023
<b>Fund Balance 1/1</b>	7,502,443	8,407,074	8,612,019	8,895,998	8,849,310	8,695,214	8,536,495	8,373,015	8,204,630
<b>Revenue</b>									
Room Rentals/Leases	363,454	415,374	385,321	442,065	458,451	472,205	486,371	500,962	515,991
Programs and Events	227,521	236,141	286,031	427,249	479,910	494,307	509,137	524,411	540,143
Drop In Center	249,757	255,136	276,274	276,823	291,500	300,245	309,252	318,530	328,086
Unearned Revenue/Contributions	761,360	291,780	259,542	243,450	220,680	227,300	234,119	241,143	248,377
<b>Total Revenue</b>	<b>1,602,092</b>	<b>1,198,431</b>	<b>1,207,168</b>	<b>1,389,587</b>	<b>1,450,541</b>	<b>1,494,057</b>	<b>1,538,879</b>	<b>1,585,045</b>	<b>1,632,597</b>
<b>Expenses</b>									
Administration	543,876	680,888	663,937	768,163	740,288	762,497	785,372	808,933	833,201
Programs and Events	120,656	142,059	155,397	214,065	222,300	228,969	235,838	242,913	250,201
Drop In Center	255,135	262,729	297,834	283,233	291,249	299,986	308,986	318,256	327,803
<b>Total Expenses</b>	<b>919,667</b>	<b>1,085,676</b>	<b>1,117,168</b>	<b>1,265,461</b>	<b>1,253,837</b>	<b>1,291,452</b>	<b>1,330,196</b>	<b>1,370,102</b>	<b>1,411,205</b>
<b>Operating Income</b>	<b>682,425</b>	<b>112,755</b>	<b>90,000</b>	<b>124,126</b>	<b>196,704</b>	<b>202,605</b>	<b>208,683</b>	<b>214,944</b>	<b>221,392</b>
Depreciation Expense	(133,102)	(257,902)	(259,173)	(262,418)	(270,000)	(278,100)	(286,443)	(295,036)	(303,887)
Temporarily Restricted Activity, Net	490,604	2,672	(80,286)	(61,250)	0	0	0	0	0
Permanently Restricted Activity, Net	46,738	347,420	533,438	152,854	(80,800)	(83,224)	(85,721)	(88,292)	(90,941)
Other	(182,034)								
<b>Net Income</b>	<b>904,631</b>	<b>204,945</b>	<b>283,979</b>	<b>(46,688)</b>	<b>(154,096)</b>	<b>(158,719)</b>	<b>(163,480)</b>	<b>(168,385)</b>	<b>(173,436)</b>
<b>Fund Balance 12/31</b>	<b>8,407,074</b>	<b>8,612,019</b>	<b>8,895,998</b>	<b>8,849,310</b>	<b>8,695,214</b>	<b>8,536,495</b>	<b>8,373,015</b>	<b>8,204,630</b>	<b>8,031,193</b>

Check: ending FB audit report	8,407,074	8,612,019	8,895,998
Difference	0	0	0

\*Note that Permanently Restricted Activity, net includes a 3% draw on on the investment account and does not reflect any unrealized gain or loss on the investments

Attachment 1

**ESTIMATING EQUALIZED ASSESSED VALUATION, TAX LEVY LIMITATIONS  
AND NEW GROWTH PROJECTIONS FOR 2018**

**PROJECTED 2018 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 2018 is as follows:

2017 EAV for The City of Lake Forest	2,532,266,902
Estimated average change to existing property	<u>1.39%</u>
2018 EAV for existing property	<u>2,567,581,121</u>
Total Estimated New Construction Growth for 2018	\$ 11,423,750
Total Projected EAV for 2018 Tax Levy	<u>\$ 2,579,004,871</u>

**COMPUTATION OF MAXIMUM TAX EXTENSION FOR 2018 UNDER THE PROPERTY TAX  
EXTENSION LIMITATION ACT**

A.	Tax Levy Extensions for the 2017 Tax Year (Excluding Debt Service, Special Rec and partial Fire Pension Tax Levy Extension)	\$ 29,225,248
B.	Total Projected EAV for 2018 Tax Levy	\$ 2,579,004,871
C.	Total Estimated New Construction Growth for 2018	\$ 11,423,750
D.	CPI Increase for 2018 Levy	2.10%
Step 1	Numerator of Limiting Rate:	\$ 29,225,248 X 102.100% = <u>\$ 29,838,978</u>
Step 2	Denominator of Limiting Rate:	\$ 2,579,004,871 - 11,423,750 = <u>\$ 2,567,581,121</u>
Step 3	Limiting Rate (Per \$100 EAV):	\$ 29,838,978 / 2,567,581,121 = <u>\$ 0.01162</u>
Step 4	Maximum Tax Extension for 2018 Tax Year (Excluding Debt Service Tax Levy Extension):	\$ 2,579,004,871 X \$ 0.01162 = <u>\$ 29,971,739</u>
Step 5	Added Tax Levy Extension Based on New Growth (Step 4 minus Step 1)	= <u>\$ 132,760</u>
	Aggregate Levy - Truth in Taxation Estimate:	102.55%
	Tax Cap	2.10%
	TIF	0.00%
	New Construction	<u>0.45%</u>
		<u>2.55%</u>

# The City of Lake Forest Tax Levy 2018

Attachment 2

FUND	2018 LEVY	2017 Extension	\$ CHANGE	% CHANGE	
General	\$13,754,277	14,367,558	(613,281)	-4.27%	
<b>Pension Funds</b>					
IMRF/SS - <b>Funded Ratio 98.83%</b>	1,223,222	1,198,062	25,160	2.10%	
Police Pension - <b>Funded Ratio 54.2%</b>	2,194,845	2,105,909	88,936	4.22%	Public Safety
Fire Pension - <b>Funded Ratio 70.64%</b>	1,555,240	1,455,876	99,364	6.83%	pension fee
<b>Sub-Total Pension Funds</b>	<b>4,973,307</b>	<b>4,759,847</b>	<b>213,460</b>	<b>4.48%</b>	
<b>Other Funds</b>					
Recreation and Parks	4,622,871	4,527,787	95,084	2.10%	
Recreation and Parks-IMRF/SS	567,923	556,242	11,681	2.10%	
Special Recreation			0		
Capital Improvements	1,730,225	816,750	913,475	111.84%	2008 Bond Call
Recreation and Parks/Specific Purpose	125,000	125,000	0	0.00%	
Library	3,746,077	3,669,027	77,050	2.10%	
Library-sites	411,500	403,036	8,464	2.10%	
<b>Sub-Total Other Funds</b>	<b>11,203,596</b>	<b>10,097,842</b>	<b>1,105,754</b>	<b>10.95%</b>	
<b>TOTAL LEVY UNDER TAX CAP</b>	<b>29,931,180</b>	<b>29,225,247</b>	<b>705,933</b>	<b>2.42%</b>	
<b>Bond Funds (Cap - \$3,525,580)</b>					
2010/2013 GO Bonds MS/CIP	1,147,307	1,018,105	129,202	12.69%	Add Sequestration
2009 GO Bonds Western	278,195	278,745	(550)	-0.20%	
Extension Adjustment		15,219	(15,219)		
2015 GO Bonds - CIP	227,613	224,738	2,875	1.28%	
<b>Sub-Total Bond Funds</b>	<b>1,653,115</b>	<b>1,536,807</b>	<b>116,308</b>	<b>7.57%</b>	
<b>TOTAL TAX LEVY BEFORE NEW GROWTH and ALLOWANCES</b>	<b>31,584,295</b>	<b>30,762,054</b>	<b>822,241</b>	<b>2.67%</b>	
Fire Pension PA 93-0689	91,328	86,122	5,206	6.04%	
Special Recreation	474,817	465,051	9,766	2.10%	
Plus New Growth	132,760		132,760	N/A	
<b>GRAND TOTAL TAX LEVY</b>	<b>32,283,200</b>	<b>31,313,227</b>	<b>969,973</b>	<b>3.10%</b>	
<b>Aggregate Levy (Truth in Taxation)</b>	30,630,085	29,776,420	853,665	2.87%	Public hearing if increase >5.0%
<b>DISTRIBUTION OF GROWTH</b>					
General Fund Levy -	\$ 116,144				
Library Levy -	16,616				
<b>TOTAL NEW GROWTH</b>	<b>\$ 132,760</b>				

# The City of Lake Forest Tax Levy 2018

## Attachment 3

FUND	2018 LEVY	2017 Extension	\$ CHANGE	% CHANGE
General	\$13,870,421	14,367,558	(497,137)	-3.46%
<b><u>Pension Funds</u></b>				
IMRF/SS	1,223,222	1,198,062	25,160	2.10%
Police Pension	2,194,845	2,105,909	88,936	4.22%
Fire Pension	1,646,568	1,541,998	104,570	6.78%
<b>Sub-Total Pension Funds</b>	<b>5,064,635</b>	<b>4,845,969</b>	<b>218,666</b>	<b>4.51%</b>
<b><u>Agency Funds</u></b>				
Recreation and Parks	4,622,871	4,527,787	95,084	2.10%
Recreation and Parks-IMRF/SS	567,923	556,242	11,681	2.10%
Recreation and Parks-Specific Purpose	125,000	125,000	0	
Special Recreation	474,817	465,051	9,766	2.10%
Capital Improvements	1,730,225	816,750	913,475	
Library	3,762,693	3,669,027	93,666	2.55%
Library-sites	411,500	403,036	8,464	2.10%
<b>Sub-Total Agency Funds</b>	<b>11,695,029</b>	<b>10,562,893</b>	<b>1,132,136</b>	<b>10.72%</b>
	<b>30,630,085</b>	<b>29,776,420</b>	<b>853,665</b>	<b>2.87%</b>
<b><u>Bond Funds</u></b>				
2010 GO Bonds MS/CIP	1,147,307	1,018,105	129,202	12.69%
2009 GO Bonds Western	278,195	278,745	(550)	-0.20%
Extension Adjustment		15,219	(15,219)	
2015 GO Bonds - CIP	227,613	224,738	2,875	
<b>Sub-Total Bond Funds</b>	<b>1,653,115</b>	<b>1,536,807</b>	<b>116,308</b>	<b>7.57%</b>
<b>GRAND TOTAL TAX LEVY</b>	<b>32,283,200</b>	<b>31,313,227</b>	<b>969,973</b>	<b>3.10%</b>

**The City of Lake Forest  
Tax Levy  
2018  
Explanation of Homeowner Increase**

**Attachment 4**

	<b>2018 LEVY</b>	<b>2017 Extension</b>	<b>\$ CHANGE</b>	<b>% CHANGE</b>
Levy before growth and exclusions	\$ 29,931,180	\$ 29,225,247	\$ 705,933	<b>2.42%</b>
Plus growth and exclusions	698,905	551,173	\$ 147,732	
<b>TOTAL LEVY UNDER TAX CAP</b>	<b>\$ 30,630,085</b>	<b>\$ 29,776,420</b>	<b>\$ 853,665</b>	<b>2.87%</b>
Bond Funds	1,653,115	1,536,807	\$ 116,308	7.57%
<b>TOTAL TAX LEVY</b>	<b>\$ 32,283,200</b>	<b>\$ 31,313,227</b>	<b>\$ 969,973</b>	<b>3.10%</b>
<b>Increase excl new growth/exclusions</b>	<b>31,584,295</b>	<b>30,762,054</b>		<b>2.67%</b>

	<b>2018 Forecast</b>	<b>2017 Actual</b>	
City Equalized Assessed Value ( EAV) 1/3 market value	2,579,004,871	2,532,266,902	
City Levy Tax Rate	32,283,200 1.2518	31,313,227 1.2366	levy divided by EAV X 100
Average Home Market Value EAV	\$ 811,157 270,386	\$ 800,000 266,667	
<b>EAV X Tax Rate/100</b>	<b>\$ 3,385</b>	<b>\$ 3,298</b>	<b>\$ 87 2.64%</b>

**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 2018-2019**

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, 2018 AND ENDING APRIL 30, 2019,

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, 2018 and ending April 30, 2019 was duly passed the 16th of July, 2018 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-four million, two hundred fifty eight thousand, four hundred and eight dollars (\$64,258,408) 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, 2018 and ending April 30, 2019 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-four million, two hundred fifty eight thousand, four hundred and eight dollars (\$64,258,408) hereto appropriated and hereby levied, respectively are as follows, to wit:

<u>GENERAL FUND</u>	<u>Appropriation</u>	<u>Tax Levy 2018-2019</u>
<b><u>General Government</u></b>		
Salaries and Benefits	\$ 2,455,516	\$ 1,625,180
Supplies/Other Services and Charges	5,363,341	\$ 3,549,718
Contingency - to meet expenses of emergencies and optional expenses not otherwise provided for	3,478,437	-
<b>TOTAL GENERAL GOVERNMENT</b>	<b><u>\$ 11,297,294</u></b>	<b><u>\$ 5,174,898</u></b>
 <b><u>Legal</u></b>		
Contractual Services	\$ 450,000	\$ 295,708
<b>TOTAL LAW</b>	<b><u>\$ 450,000</u></b>	<b><u>\$ 295,708</u></b>

	<u>Appropriation</u>	<u>Tax Levy 2018-2019</u>
<b><u>Community Development</u></b>		
Salaries and Benefits	\$ 1,525,768	\$ -
Supplies/Other Services and Charges	247,851	-
Capital Equipment	-	-
	-	-
<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>\$ 1,773,619</b>	<b>\$ -</b>
<b><u>Public Works Administration</u></b>		
Salaries and Benefits	\$ 368,370	359,882
Supplies/Other Services and Charges	85,655	83,681
	-	-
<b>TOTAL PUBLIC WORKS ADMINISTRATION</b>	<b>\$ 454,025</b>	<b>\$ 443,563</b>
<b><u>Public Buildings</u></b>		
Building Maintenance Administration		
Salaries and Benefits	\$ 778,145	385,458
Supplies/Other Services and Charges	714,263	353,813
<b>TOTAL PUBLIC BUILDINGS</b>	<b>\$ 1,492,408</b>	<b>\$ 739,271</b>
<b><u>Streets</u></b>		
Salaries and Benefits	\$ 938,600	\$ -
Supplies/ Other Service and Charges	740,391	-
<b>TOTAL STREETS</b>	<b>\$ 1,678,991</b>	<b>\$ -</b>
<b><u>Sanitation</u></b>		
Salaries and Benefits	\$ 1,197,476	\$ 301,022
Supplies/ Other Service and Charges	1,055,173	262,520
<b>TOTAL SANITATION</b>	<b>\$ 2,252,649</b>	<b>\$ 563,542</b>
<b><u>Storm Sewers</u></b>		
Salaries and Benefits	\$ 132,001	\$ 115,711
Supplies/ Other Service and Charges	36,668	32,143
<b>TOTAL STORM SEWERS</b>	<b>\$ 168,669</b>	<b>\$ 147,854</b>
<b><u>Engineering</u></b>		
Salaries and Benefits	\$ 512,920	\$ 247,744
Supplies/ Other Service and Charges	99,302	47,964
<b>TOTAL ENGINEERING</b>	<b>\$ 612,222</b>	<b>\$ 295,708</b>

	<u>Appropriation</u>	<u>Tax Levy 2018-2019</u>
<b><u>Fire</u></b>		
Fire Administration		
Salaries and Benefits	\$ 4,517,083	2,430,034
Supplies/ Other Service and Charges	286,501	154,128
Capital Equipment	-	-
Sub-Total	<u>\$ 4,803,584</u>	<u>\$ 2,584,161</u>
Emergency Medical Services		
Supplies/ Other Service and Charges	\$ 35,300	18,990
Sub-Total	<u>\$ 35,300</u>	<u>\$ 18,990</u>
Fire Suppression		
Supplies/ Other Service and Charges	\$ 108,231	58,225
Sub-Total	<u>\$ 108,231</u>	<u>\$ 58,225</u>
<b>TOTAL FIRE</b>	<b><u>\$ 4,947,115</u></b>	<b><u>\$ 2,661,376</u></b>
<b><u>Police</u></b>		
Salaries and Benefits	\$ 6,182,132	\$ 2,976,867
Supplies/ Other Service and Charges	1,187,127	571,634
<b>TOTAL POLICE</b>	<b><u>\$ 7,369,259</u></b>	<b><u>\$ 3,548,501</u></b>
<b>TOTAL AMOUNT APPROPRIATED FROM GENERAL FUND</b>	<b><u>\$ 32,496,251</u></b>	<b><u>\$ 13,870,421</u></b>
Less: Total amount appropriated from other sources other than Tax Levy	18,625,830	
Sub-Total		13,870,421
<b>TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR GENERAL FUND</b>		<b><u>\$ 13,870,421</u></b>

**ILLINOIS MUNICIPAL RETIREMENT AND SOCIAL SECURITY**

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	\$ 932,724	\$ 611,611
General Fund - Social Security	654,573	611,611
Parks and Recreation Fund - IMRF	385,132	283,962
Parks and Recreation Fund - Social Security	336,541	283,961
	-	
<b>TOTAL AMOUNT APPROPRIATED FROM ILLINOIS MUNICIPAL RETIREMENT AND SOCIAL SECURITY</b>	<b><u>\$ 2,308,970</u></b>	<b><u>\$ 1,791,145</u></b>

	<u>Appropriation</u>	<u>Tax Levy 2018-2019</u>
Less: Total amount appropriated from other sources other than Tax Levy	517,825	
Sub-Total		1,791,145
<b>TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR ILLINOIS MUNICIPAL RETIREMENT AND SOCIAL SECURITY</b>		<b><u>\$ 1,791,145</u></b>

**FIREFIGHTERS'S PENSION FUND**

Other Services and Charges	\$ 2,668,552	\$ 1,555,240
Contingency to meet expenses for emergencies and expenses not otherwise provided for	275,988	-
<b>TOTAL AMOUNT APPROPRIATED FOR PAYMENT TO THE FIREFIGHTERS'S PENSION FUND</b>	<b><u>\$ 2,944,540</u></b>	<b><u>\$ 1,555,240</u></b>
Less: Total amount appropriated from other sources other than Tax Levy	1,389,300	
Sub-Total		1,555,240
<b>TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE FIREFIGHTERS'S PENSION FUND</b>		<b><u>\$ 1,555,240</u></b>

Other Services and Charges	\$ 91,328	\$ 91,328
<b>TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE FIREFIGHTERS'S PENSION FUND LAW PA 93-0869</b>	<b><u>\$ 91,328</u></b>	<b><u>\$ 91,328</u></b>

**POLICE PENSION FUND**

Other Services and Charges	\$ 2,869,880	\$ 2,194,845
Contingency to meet expenses for emergencies and expenses not otherwise provided for	286,988	-
<b>TOTAL AMOUNT APPROPRIATED FOR PAYMENT TO THE POLICE PENSION FUND</b>	<b><u>\$ 3,156,868</u></b>	<b><u>\$ 2,194,845</u></b>
Less: Total amount appropriated from other sources other than Tax Levy	962,023	
Sub-Total		2,194,845
<b>TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE POLICE PENSION FUND</b>		<b><u>\$ 2,194,845</u></b>

**PARKS AND RECREATION FUND**

**Parks and Forestry**

	<b><u>Appropriation</u></b>	<b><u>Tax Levy</u></b> <b><u>2018-2019</u></b>
Administration		
Salaries and Benefits	\$ 2,184,494	\$ 2,037,669
Supplies/ Other Service and Charges	595,378	555,361
Capital Equipment	150,000	139,918
Sub-Total	<u>\$ 2,929,872</u>	<u>\$ 2,732,948</u>
Grounds Maintenance		
Supplies/ Other Service and Charges	\$ 300,000	\$ 279,836
Sub-Total	<u>\$ 300,000</u>	<u>\$ 279,836</u>
<u>Athletic Field Plg/Tennis</u>		
Supplies/ Other Service and Charges	\$ 72,500	\$ 67,627
Sub-Total	<u>\$ 72,500</u>	<u>\$ 67,627</u>
Lake Front Facilities		
Supplies/ Other Service and Charges	\$ 30,000	\$ 27,984
Sub-Total	<u>\$ 30,000</u>	<u>\$ 27,984</u>
<u>Tree Trimming</u>		
Supplies/ Other Service and Charges	\$ 41,250	\$ 38,477
Sub-Total	<u>\$ 41,250</u>	<u>\$ 38,477</u>
<u>Tree Removal</u>		
Supplies/ Other Service and Charges	\$ 16,500	\$ 15,391
Sub-Total	<u>\$ 16,500</u>	<u>\$ 15,391</u>
<u>Insect &amp; Disease</u>		
Supplies/ Other Service and Charges	\$ 19,000	\$ 17,723
Sub-Total	<u>\$ 19,000</u>	<u>\$ 17,723</u>
<u>Tree &amp; Shrub Planting/Care</u>		
Supplies/ Other Service and Charges	\$ 10,500	\$ 9,794
Sub-Total	<u>\$ 10,500</u>	<u>\$ 9,794</u>
<b>TOTAL PARKS AND FORESTRY SECTION</b>	<b><u>\$ 3,419,622</u></b>	<b><u>\$ 3,189,781</u></b>

	<u>Appropriation</u>	<u>Tax Levy 2018-2019</u>
<b><u>Recreation</u></b>		
<b><u>Recreation Programs</u></b>		
Salaries and Benefits	\$ 3,001,028	\$ 874,600
Supplies/ Other Service and Charges	1,766,356	\$ 514,775
Capital Equipment	-	\$ -
Sub-Total	<u>\$ 4,767,384</u>	<u>\$ 1,389,375</u>
Parks Equipment Reserve	150,000	\$ 43,715
Recreation and Parks Specific Purpose	125,000	\$ 125,000
Contingency to meet expenses of emergencies and expenses not otherwise provided for	918,368	-
<b>TOTAL RECREATION SECTION</b>	<b><u>\$ 5,960,752</u></b>	<b><u>\$ 1,558,090</u></b>
<b>TOTAL AMOUNT APPROPRIATED FROM THE PARKS AND RECREATION FUND</b>	<b>9,380,374</b>	
Less: Total amount appropriated from other sources other than Tax Levy	7,822,284	
Sub-Total		4,747,871
<b>TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE PARKS AND RECREATION FUND</b>		<b><u>\$ 4,747,871</u></b>
Special Recreation		
Salaries and Benefits	\$ 39,867	\$ 37,556
Supplies/Other Services and Charges	286,202	269,609
Capital Improvements	177,971	167,653
Contingency to meet expenses of emergencies and operational expenses not otherwise provided for	50,404	-
<b>TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR SPECIAL RECREATION</b>	<b><u>\$ 554,444</u></b>	<b><u>\$ 474,817</u></b>
<b><u>Capital Improvements Fund</u></b>		
Supplies/Other Services and Charges	6,365	
Capital Equipment	815,225	1,730,225
Capital Improvements	6,179,555	
Contingency to meet expenses of emergencies and capital improvements not otherwise provided for	479,867	
<b>TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR CAPITAL IMPROVEMENTS</b>	<b><u>\$7,481,012</u></b>	<b><u>\$1,730,225</u></b>

<u>PUBLIC LIBRARY FUND</u>	<u>Appropriation</u>	<u>Tax Levy 2018-2019</u>
<b><u>Library Services</u></b>		
Salaries and Benefits	\$ 2,380,309	\$ 2,379,890
Supplies/Other Services and Charges	1,148,775	1,148,573
Contingency to meet expenses of emergencies and operational expenses not otherwise provided for	168,717	-
Total Lake Forest Public Library - General	<u>\$ 3,697,801</u>	<u>\$ 3,528,463</u>
Less: Total amount appropriated from other sources other than Tax Levy	169,338	
Sub-Total		3,528,463
<b>TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE LAKE FOREST PUBLIC LIBRARY - GENERAL</b>		<u><u>\$ 3,528,463</u></u>
 <b><u>Social Security and IMRF</u></b>		
Social Security	\$ 143,977	\$ 117,115
Illinois Municipal Retirement Fund (IMRF)	244,666	117,115
Total Lake Forest Public Library - Social Security and IMRF	<u>\$ 388,643</u>	<u>\$ 234,230</u>
Less: Total amount appropriated from other sources other than Tax Levy	154,413	
Sub-Total		234,230
<b>TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE LAKE FOREST PUBLIC LIBRARY - SOCIAL SECURITY AND IMRF</b>		<u><u>\$ 234,230</u></u>
 <b><u>Library Building</u></b>		
Salaries and Benefits	\$ 140,438	\$ 106,735
Supplies/Other Services and Charges	196,000	148,963
Sub-Total	<u>\$ 336,438</u>	<u>255,697</u>
Capital Equipment	\$ 100,000	\$ 76,001
Capital Improvements	105,000	79,801
Sub-Total	<u>\$ 205,000</u>	<u>\$ 155,803</u>
Total Lake Forest Public Library Building Maintenance and Repair (Sites and Building)	<u>\$ 541,438</u>	<u>\$ 411,500</u>
Less: Total amount appropriated from other sources other than Tax Levy	129,938	
Sub-Total		411,500
<b>TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE LAKE FOREST PUBLIC LIBRARY - BUILDING MAINTENANCE AND REPAIR</b>		<u><u>\$ 411,500</u></u>

	<u>Appropriation</u>	<u>Tax Levy 2018-2019</u>
<b><u>Public Schools THE CITY OF LAKE FOREST</u></b>		
<b><u>School District No. 67***</u></b>		
From the Educational Fund	\$ 29,533,785	\$ 26,397,315
From the Operations, Building and Maintenance Fund	\$ 2,664,589	5,515,180
From the Capital Projects Fund	\$ 7,227,934	-
From the Illinois Municipal Retirement Fund	\$ 388,685	361,220
From the Social Security Fund	\$ 388,685	509,964
From the Transportation Fund	\$ 1,094,958	844,644
<b>TOTAL AMOUNT APPROPRIATED FOR PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST (School District No. 67)</b>	<b><u>\$ 41,298,636</u></b>	<b><u>\$ 33,628,323</u></b>
<b>TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST (School District 67)</b>		<b><u>\$ 33,628,323</u></b>
<b><u>Summary of the Amounts Appropriated From the the Several Funds</u></b>		
General	\$ 32,496,251	\$ 13,870,421
Illinois Municipal Retirement Fund (IMRF)	1,317,856	895,573
Social Security	991,114	895,572
Firefighters's Pension	2,944,540	1,555,240
Firefighters's Pension law PA 93-0869	91,328	91,328
Police Pension	3,156,868	2,194,845
Sub-Total	<u>\$ 40,997,957</u>	<u>\$ 19,502,979</u>
Parks and Recreation	\$ 9,380,374	\$ 4,747,871
Special Recreation	554,444	474,817
Capital Improvements	7,481,012	1,730,225
Public Library	3,697,801	3,528,463
Public Library - Social Security	143,977	117,115
Public Library - IMRF	244,666	117,115
Public Library - Sites and Building	541,438	411,500
Sub-Total	<u>\$ 22,043,712</u>	<u>\$ 11,127,106</u>
<b><u>The City of Lake Forest School District No. 67 ***</u></b>		
Educational	\$ 29,533,785	\$ 26,397,315
Operations, Building and Maintenance	\$ 2,664,589	\$ 5,515,180
Capital Projects Fund	\$ 7,227,934	\$ -
Illinois Municipal Retirement Fund	\$ 388,685	\$ 361,220
Social Security	\$ 388,685	\$ 509,964
Transportation	\$ 1,094,958	\$ 844,644
Sub-Total	<u>\$ 41,298,636</u>	<u>\$ 33,628,323</u>
<b>GRAND TOTAL</b>	<b><u>\$ 104,340,305</u></b>	<b><u>\$ 64,258,408</u></b>

\*\*\* 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 \_\_\_\_\_, 2018**

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

**APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2018**

\_\_\_\_\_  
**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 2018  
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 19<sup>th</sup> 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, 2019, 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 2018 Tax Levy of \$72,657.00 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 \_\_\_\_\_, 2018

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

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Mayor

ATTEST:

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

2010-B

AN ORDINANCE

ABATING A PORTION OF THE TAX BEING LEVIED IN 2018  
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 19<sup>th</sup> 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, 2019, 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 2018 Tax Levy of \$74,397.55 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 \_\_\_\_\_, 2018

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

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Mayor

ATTEST:

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

2010-C

AN ORDINANCE

ABATING THE TOTAL TAX BEING LEVIED IN 2018  
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 6<sup>th</sup> 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, 2019, 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 2018 Tax Levy of \$137,050 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 \_\_\_\_\_, 2018

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

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Mayor

ATTEST:

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

2011A

AN ORDINANCE

ABATING THE TOTAL TAX BEING LEVIED IN 2018  
FOR THE ANNUAL PAYMENT OF THE PRINCIPAL AND INTEREST  
ON THE 2011 GENERAL OBLIGATION SERIES 2011-B REFUNDING BOND ISSUE

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WHEREAS, the City Council of The City of Lake Forest, Lake County, Illinois, did on the 6<sup>th</sup> 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, 2019, 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 2018 Tax Levy of \$2,719,250 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 \_\_\_\_\_, 2018

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

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Mayor

ATTEST:

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

2011B

AN ORDINANCE

ABATING A PORTION OF THE TAX BEING LEVIED IN 2018  
FOR THE ANNUAL PAYMENT OF THE PRINCIPAL AND INTEREST  
ON THE GENERAL OBLIGATION BONDS, SERIES 2015 BOND ISSUE

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WHEREAS, the City Council of The City of Lake Forest, Lake County, Illinois, did on the 3<sup>rd</sup> 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, 2019, 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 2018 Tax Levy of \$362,062.50 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 \_\_\_\_\_, 2018

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

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Mayor

ATTEST:

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

2015

AN ORDINANCE

ABATING THE TOTAL TAX BEING LEVIED IN 2018  
FOR THE ANNUAL PAYMENT OF THE PRINCIPAL AND INTEREST  
ON THE GENERAL OBLIGATION BONDS, SERIES 2017 BOND ISSUE

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WHEREAS, the City Council of The City of Lake Forest, Lake County, Illinois, did on the 15<sup>th</sup> day of May 2017, authorize the issuance of General Obligation Bonds, Series 2017 in the amount of \$9,295,000 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 2017 Bond Fund 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 General Obligation Bonds, Series 2017 due in fiscal year commencing May 1, 2019, therefore the total levy of the tax provided in the original bond ordinance passed May 15, 2017, 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 2018 Tax Levy of \$271,152.50 hitherto provided for and levied in the ordinance providing for the issuance of \$9,295,000 General Obligation Bonds, Series 2017 of The City of Lake Forest, Lake County, Illinois passed May 15, 2017.

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 \_\_\_\_\_, 2018

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

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Mayor

ATTEST:

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

2017

**THE CITY OF LAKE FOREST**

**ORDINANCE NO. 2018-\_\_\_\_\_**

**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 \_\_\_\_\_, 2018

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this \_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Mayor

ATTEST:

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

**Exhibit A**

**Schedule of Fees and Charges**

# Exhibit A

Add prior approved fees

New Fee

Change to fee

				PROPOSED		
				FY2020		
				FEE	%	Amount \$\$
				(n/c if	%	Projected
				blank)	CHANGE	Revenue
	City Code Section	Fund	FY2019			
<b>1. Public Works</b>						
<b>Water Utility Fees/Charges</b>						
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			
<b>Water Main Taps:</b>						
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			
<b>Water Meter Fees:</b>						
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			
<b>Water Meter Contractor Bond</b>	<b>51.015</b>	<b>Water</b>		<b>1500</b>	<b>100.00%</b>	<b>0</b>
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 only if eligible for fed and state tax exempt status	52.15	Water	.94/sq ft of entire interior area of the building			
<b>General Fees</b>						
Sticker for Leaf/Grass Bags	50.016	General	1.00 per sticker			
<b>Sanitation</b>						
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			
<b>55 Gallon Recycle Cart/Fee for extra cart only</b>		<b>General</b>	<b>55</b>	<b>75</b>	<b>36.36%</b>	<b>0</b>

**Add prior approved fees**

**New Fee**

**Change to fee**

				PROPOSED		
				FEE	FY2020	Amount \$\$
				(n/c if blank)	%	Projected
	City Code Section	Fund	FY2019	CHANGE		Revenue
<b>Licenses</b>						
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			
Scavengers - collection and cleaning of portable toilets	50.055		200 per company			
<b>2. Community Development</b>						
<b>Water Utility Fees/Charges</b>						
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			
<b>General Fees</b>						
Zoning Analysis	159.052	General	100			
Tree fencing inspection fee	N/A		240	135	-43.75%	-11025
<b>Building &amp; Development Fees:</b>						
<b>Service Contracts:</b>						
Lake Bluff	N/A	General	Per Agreement			
Bannockburn	N/A	General	\$5,000 min.			
	N/A		& 50% over that			
<b>Plan Review :</b>						
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			

**Add prior approved fees**

**New Fee**

**Change to fee**

	City Code Section	Fund	FY2019	PROPOSED		
				FEE	FY2020	Amount \$\$
				(n/c if blank)	% CHANGE	Projected Revenue
<b>Building Scale Calculation Fees</b>						
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			
Building Scale Waiver Request	N/A	General	100			
<b>Building Review Board Fees</b>						
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	N/A	General	700			
per building						
Alterations or major additions to commercial 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 Structure	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			
<b>Historic Preservation Commission Fees</b>						
Demolition (complete) and replacement structure	155.07	General	2,450			
Demolition (partial) and replacement structure	155.07	General	1,529			
Removal of less than 50%	155.07					
Demolition partial and replacement addition	N/A	General	1,310			
<b>Demolition w/o Replacement Structure</b>	<b>N/A</b>	<b>General</b>	<b>1,310</b>	<b>1441</b>	<b>10.00%</b>	<b>131</b>
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	155.07					

**Add prior approved fees**

**New Fee**

**Change to fee**

	City Code Section	Fund	FY2019	PROPOSED		
				FEE	FY2020	Amount \$\$
				(n/c if blank)	% CHANGE	Projected Revenue
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, 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)			
<b>Project Fees</b>						
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	100			
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			
<b>Const. Codes Comm. Fees:</b>						
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/ Afford Hsing	12,000			
<b>Zoning Board of Appeals</b>						
Variations from Zoning Codc	159.02	General	287			
Administrative Appeals	159.02	General	150			
Special Use Permit - Existing Developments	159.02	General	755			
Legal Ad Publication (as required)	159.02	General	65			
<b>Plan Commission</b>						
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			
Major Subdivisions-Final approval paid prior to recording of plat	156.026(a)(3)	General	\$400+35/ plus \$5/lot over 10; +			

**Add prior approved fees**

**New Fee**

**Change to fee**

				PROPOSED		
				FEE	FY2020	Amount \$\$
				(n/c if blank)	%	Projected
					CHANGE	Revenue
	City Code Section	Fund	FY2019			
	156.026(a)(3)		engineering and recording fees			
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			
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	1,035			
Special Use Permit - Restaurant within 150' of Residential	156.026(a)(3)	General	600			
<b>Permits</b>						
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			
<b>Driveway Permits:</b>						
Driveway Resurfacing Permit (not required for sealcoating)	150.145	General	50			
Driveway Bond	150.485	General	250			
<b>Satellite Permit</b>						
Satellite dish	150.145	General	100			
	150.145	General	1.5% of cost, 50 min			
<b>Plumbing</b>						
Irrigation Systems	150.145	General	2.00 per head			
	150.145	General	\$ 60 min			
Plumbing - base charge	150.145	General	60+\$5.50/fix.			
Recording of Public Right-of-Way agreement	150.145	General	70 (up to 4 pages, \$5 each addl page)			
for sprinkler system						

**Add prior approved fees**

**New Fee**

**Change to fee**

				PROPOSED		
				FY2020		
				FEE	%	Amount \$\$
				(n/c if blank)	CHANGE	Projected Revenue
	City Code Section	Fund	FY2019			
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			
<b>Elevators</b>						
Elevator Inspection Fee	150.145	General	Variable			
Elevator Permits - New elevators	150.145	General	65			
<b>Vending Licenses</b>						
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			
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			

**Add prior approved fees**

**New Fee**

**Change to fee**

	City Code Section	Fund	FY2019	PROPOSED		
				FEE	FY2020	Amount \$\$
				(n/c if blank)	% CHANGE	Projected Revenue
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			
<b><u>Tree and Vegetation Removal</u></b>						
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			
<b><u>Bonds</u></b>						
Permit Renewal - for projects with estimated construction costs of \$200,000 or less refundable upon completion of project within one year	150.145	General	18% of permit fee	19% of permit fee	1.00%	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	20% of permit fee	21% of permit fee	1.00%	Variable
Street Opening Bond	98.058	General	500			
<b><u>Fire Protection Fees:</u></b>						
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			
<b><u>Fire Suppression Systems (Plan review and 2 inspections)</u></b>						
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 whichever is greater			
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			

**Add prior approved fees**

**New Fee**

**Change to fee**

				PROPOSED		
				FEE	FY2020	Amount \$\$
				(n/c if blank)	%	Projected
	City Code Section	Fund	FY2019		CHANGE	Revenue
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			
<b>Fire Alarms</b>						
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			
<b>Inspections/Tests</b>						
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			
<b>Small Wireless Facilities</b>						
Application for Collocation - Installation of facility		General	\$650			
Application for Collocation - Installation of multiple facilities		General	\$350 per facility			
Application for installation of new utility pole or support structure		General	\$1,000			
Annual recurring rate for collocations on a City utility pole located in the right-of-way. (* Or the City's actual, direct, and reasonable costs related to the wireless provider's use of space on the City utility pole)		General	*\$200			
<b>Other</b>						
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	550	10.00%	300
Conditional Certificate of Occupancy (multi-family and commercial)	150.145	General	\$25 per square foot, whichever is greater, to a maximum of \$2,000			
<b>3. Finance</b>						
<b>Water Utility Fees/Charges</b>						
<b>Water Sales/1,000 Gallons</b>						
Effective with Water Bills mailed on or after May 1, 2019						

**Add prior approved fees**

**New Fee**

**Change to fee**

				PROPOSED		
				FY2020		
				FEE	%	Amount \$\$
				(n/c if blank)	CHANGE	Projected Revenue
	City Code Section	Fund	FY2019			
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	5.77			
Lake Forest Residential - over 60,000 Gallons per Quarter	51.061(a)	Water	6.05			
Lake Forest All Other Users	51.061(a)	Water	5.95			
Del Mar Woods	51.061(a)	Water	8.18			
Other Non resident users	51.061(a)	Water	8.18			
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			
<b>Beach Parking Fee</b>						
Beach Parking						
Temporary (R)	73.45	General	85			
Temporary (NR)	73.45	General	910			
<b>Parking Permits</b>						
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			
<b>Licenses</b>						
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			

**Add prior approved fees**

**New Fee**

**Change to fee**

				PROPOSED		
				FEE	FY2020	Amount \$\$
				(n/c if blank)	%	Projected
	City Code Section	Fund	FY2019	CHANGE		Revenue
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			
Real Estate Transfer Tax	39.155(b)	Cap Imp	\$4.00 per \$1,000			
Non-sufficient funds Fee	10.99	General	25			
<b>Credit Card Service Fees-Effective January 1, 2019</b>						
Daily Parking	73.27(c)(7)	General	\$ .25 per transaction			
Building Permits- Development Related Fees	N/A	General	lesser of 3.00% or maximum allowable by law	lesser of 3.00% or maximum allowable by law		Pass-through of costs incurred
<b>Public Safety Pension Fee</b>						
Residential Utility Accounts	N/A	General	\$20 per Quarter			
All Other Utility Accounts (exclude irrigation only services)	N/A	General	\$70 per Quarter			
<b>4. Parks and Recreation</b>						
<b>Golf Course Fees/Charges:</b>						
<b>Seasonal Fees-Resident: effective January 1, 2019</b>						
Class A -Adult Single	97.051	DPG	1450	1475	1.72%	1125
Class B -Adult Combo	97.051	DPG	2500			
Class D -Junior	97.051	DPG	625	675	8.00%	700
Class F - Senior Citizen	97.051	DPG	850	865	1.76%	360
<b>Seasonal Fees (Non-Resident) effective January 1, 2019</b>						
Class A -Adult Single	97.051	DPG	1,850			
Class B -Adult Combo	97.051	DPG	2,500			
Class D -Junior	97.051	DPG	650	675	3.85%	0
Class F - Senior Citizen	97.051	DPG	1,100			
<b>Daily Fees-Resident: effective January 1, 2019</b>						
Weekday-9	97.051	DPG	31	35	12.90%	9748
Weekday-18	97.051	DPG	46	48	4.35%	5125
Weekend 9	97.051	DPG	38	40	5.26%	4381
Weekend -18	97.051	DPG	56	61	8.93%	8000
<b>Electric Golf Carts: effective January 1, 2019</b>						
9 Holes Single Rider	97.052	DPG	12	13	8.33%	15000

Add prior approved fees

New Fee

Change to fee

	City Code Section	Fund	FY2019	PROPOSED		
				FEE	FY2020	Amount \$\$
				(n/c if blank)	% CHANGE	Projected Revenue
18 Holes Single Rider	97.052	DPG	20			
Range Balls						
Small Bucket	97.051	DPG	5	6	20.00%	1932
Medium Bucket	97.051	DPG	7	8	14.29%	1000
Large Bucket	97.051	DPG	15			
Pull cart - 9 holes	97.051	DPG	6			
Pull cart - 18 hoes	97.051	DPG	8			
USGA Handicap Fees - Members	97.051	DPG	37	40	8.11%	100
Permanent Tee Time - Weekend	97.051	DPG	300			
Locker - 18 inch	97.051	DPG	130	135	3.85%	185
Locker - 12 inch	97.051	DPG	115	120	4.35%	80
<b>Park Fees</b>						
Park Picnic Permits						
0 - 149 People	N/A	Parks/Rec	75	100	33.33%	1625
150 or more People	N/A	Parks/Rec	125	150	20.00%	750
Picnic Tables		Parks/Rec	25 per table			
Grills		Parks/Rec	85 per grill			
<b>Cemetery Fees</b>						
Issuance of Deeds	93.45	Cemetery	.50 per deed			
<b>Boating and Beach Fees - effective February 1, 2019</b>						
Watercraft Ramp/Sailboat Permits-Recreation						
Watercraft Ramp (R)	97.066	Parks/Rec	497	517	4.02%	1280
Watercraft Ramp 2nd boat/ half season	97.066	Parks/Rec	249	259	4.02%	170
Watercraft Ramp (R) (Sen.)	97.066	Parks/Rec	397	413	4.03%	192
Watercraft Ramp (R) (Sen) 2nd boat/ half season	97.066	Parks/Rec	200	208	4.00%	16
Watercraft Ramp (NR)	97.066	Parks/Rec	994	1034	4.02%	160
Year round compound storage Resident	97.066	Parks/Rec	2203	2291	3.99%	880
Year round compound storage Resident senior	97.066	Parks/Rec	1762	1832	3.97%	280
Year round compound storage non-resident	97.066	Parks/Rec	3305	3437	3.99%	0
Seasonal compound storage Resident	97.066	Parks/Rec	1491	1551	4.02%	60
Seasonal compound storage Resident Senior	97.066	Parks/Rec	1193	1241	4.02%	96
Seasonal compound storage Non-resident	97.066	Parks/Rec	2235	2324	3.98%	0
Year round watercraft rack storage resident	97.066	Parks/Rec	602	626	3.99%	96
Year round watercraft rack storage resident senior	97.066	Parks/Rec	483	502	3.93%	95
Year round watercraft rack storage non-resident	97.066	Parks/Rec	602	626	3.99%	0
Seasonal watercraft rack storage resident	97.066	Parks/Rec	352	366	3.98%	224
Seasonal watercraft rack storage resident senior	97.066	Parks/Rec	281	292	3.91%	2
Seasonal watercraft rack storage non-resident	97.066	Parks/Rec	352	366	3.98%	0

Add prior approved fees

New Fee

Change to fee

	City Code Section	Fund	FY2019	PROPOSED		
				FEE	FY2020	Amount \$\$
				(n/c if blank)	% CHANGE	Projected Revenue
Year round watercraft sand storage resident	97.066	Parks/Rec	745	775	4.03%	0
Year round watercraft sand storage resident senior	97.066	Parks/Rec	596	620	4.03%	0
Year round watercraft sand storage non-resident	97.066	Parks/Rec	1117	1162	4.03%	0
Seasonal watercraft sand storage resident	97.066	Parks/Rec	457	475	3.94%	18
Seasonal watercraft sand storage resident senior	97.066	Parks/Rec	365	380	4.11%	15
Seasonal watercraft sand storage non-resident	97.066	Parks/Rec	686	713	3.94%	0
South Beach Parking Permit (R)	97.066	Parks/Rec	145	151	4.14%	192
South Beach Parking Permit (R) (Sen.)	97.066	Parks/Rec	114	119	4.39%	35
South Beach Parking Permit (NR)	97.066	Parks/Rec	910			
South Beach Parking Permit Employee/Retiree	97.066	Parks/Rec	96	100	4.17%	0
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	15	50.00%	12070
<b>Fitness Center Fees - effective May 1, 2019</b>						
Fitness Center Membership Fees						
Individual resident rate	N/A	Parks/Rec	408	420	2.94%	2,208
Individual resident rate - 6 months	N/A	Parks/Rec	260	Eliminate		
Individual resident rate - 3 months	N/A	Parks/Rec	130	Eliminate		
Individual resident rate - 1 months	N/A	Parks/Rec	41	42	2.44%	22
Individual non-resident rate	N/A	Parks/Rec	490	528	7.76%	114
Individual non-resident rate - 6 months	N/A	Parks/Rec	325	Eliminate		
Individual non-resident rate - 3 months	N/A	Parks/Rec	162	Eliminate		
Individual non-resident rate - 1 months	N/A	Parks/Rec	49	53	8.16%	4
Couple resident rate	N/A	Parks/Rec	720	744	3.33%	1,752
Couple resident rate - 6 months	N/A	Parks/Rec	455	Eliminate		
Couple resident rate - 3 months	N/A	Parks/Rec	227	Eliminate		
Couple resident rate - 1 month	N/A	Parks/Rec	72	74	2.78%	10
Couple non-resident rate	N/A	Parks/Rec	864	888	2.78%	24
Couple non-resident rate - 6 months	N/A	Parks/Rec	568	Eliminate		
Couple non-resident rate - 3 months	N/A	Parks/Rec	284	Eliminate		
Couple non-resident rate - 1 months	N/A	Parks/Rec	87	89	2.30%	0
Family resident rate	N/A	Parks/Rec	936	972	3.85%	1,548
Family resident rate - 6 months	N/A	Parks/Rec	591	Eliminate		
Family resident rate - 3 months	N/A	Parks/Rec	295	Eliminate		
Family resident rate - 1 months	N/A	Parks/Rec	93	97	4.30%	16
Family non-resident rate	N/A	Parks/Rec	1128	1164	3.19%	0
Family non-resident rate - 6 months	N/A	Parks/Rec	739	Eliminate		

**Add prior approved fees**

**New Fee**

**Change to fee**

	City Code Section	Fund	FY2019	PROPOSED		
				FEE	FY2020	Amount \$\$
				(n/c if blank)	% CHANGE	Projected Revenue
Family non-resident rate - 3 months	N/A	Parks/Rec	369	Eliminate		
Family non-resident rate - 1 months	N/A	Parks/Rec	113	116	2.65%	0
Senior resident rate	N/A	Parks/Rec	312	324	3.85%	1,092
Senior resident rate - 6 months	N/A	Parks/Rec	195	Eliminate		
Senior resident rate - 3 months	N/A	Parks/Rec	97	Eliminate		
Senior resident rate - 1 months	N/A	Parks/Rec	31	32	3.23%	11
Senior non-resident rate	N/A	Parks/Rec	375	384	2.40%	27
Senior non-resident rate - 6 months	N/A	Parks/Rec	244	Eliminate		
Senior non-resident rate - 3 months	N/A	Parks/Rec	122	Eliminate		
Senior non-resident rate - 1 months	N/A	Parks/Rec	37	38	2.70%	0
Senior couple resident rate	N/A	Parks/Rec	528	540	2.27%	408
Senior couple resident rate - 6 months	N/A	Parks/Rec	341	Eliminate		
Senior couple resident rate - 3 months	N/A	Parks/Rec	170	Eliminate		
Senior couple resident rate - 1 months	N/A	Parks/Rec	53	54	1.89%	6
Senior couple non-resident rate	N/A	Parks/Rec	636	660	3.77%	48
Senior couple non-resident rate - 6 months	N/A	Parks/Rec	426	Eliminate		
Senior couple non-resident rate - 3 months	N/A	Parks/Rec	213	Eliminate		
Senior couple non-resident rate - 1 months	N/A	Parks/Rec	64	66	3.13%	0
Student resident rate	N/A	Parks/Rec	312	324	3.85%	240
Student resident rate - 1 month	N/A	Parks/Rec	31	32	3.23%	13
Student non-resident rate	N/A	Parks/Rec	375	384	2.40%	0
Student non-resident rate - 1 month	N/A	Parks/Rec	37	38	2.70%	0
Matinee resident rate	N/A	Parks/Rec	216	228	5.56%	1,140
Matinee resident rate - 1 month	N/A	Parks/Rec	21	23	9.52%	8
Matinee non-resident rate	N/A	Parks/Rec	260	276	6.15%	64
Matinee non-resident rate - 1 month	N/A	Parks/Rec	26	28	7.69%	0
All-inclusive - member - effective December 6, 2012	N/A	Parks/Rec	311	324	4.18%	858
All-inclusive - non-member - effective December 6, 2012	N/A	Parks/Rec	692	720	4.05%	0
<b>5. OCM</b>						
<b>General Fees &amp; Charges:</b>						
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			
<b>Special Event Fees</b>						
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			

**Add prior approved fees**

**New Fee**

**Change to fee**

	City Code Section	Fund	FY2019	PROPOSED		
				FEE	FY2020	Amount \$\$
				(n/c if blank)	% CHANGE	Projected Revenue
Police Officer hourly rate	10.13	General	84	86	2.38%	60
Firefighter/Paramedic hourly rate	10.13	General	85			
Police and Fire Vehicle	10.13	General	\$110			
Public Works hourly rate	10.13	General	67			
Parks hourly rate	10.13	Parks/Rec.	67			
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	195			
Lifter Barrels 1-6	10.13	General	16			
Picnic Tables 1 - 6	10.13	General	32			
Grills	10.13	General	195			
<b>Licenses</b>						
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			
<b>Alcoholic and Beverages:</b>						
Class A-1	111.036	General	2,700			
Class A-2	111.036	General	1,500			
Class A-3	111.036	General	275			
Class A-4	111.036	General	500			
Class B-1	111.036	General	2,500			
Class C-1	111.036	General	2,600			
Class C-2	111.036	General	3,000			

**Add prior approved fees**

**New Fee**

**Change to fee**

				PROPOSED		
				FEE	FY2020	Amount \$\$
				(n/c if	%	Projected
				blank)	CHANGE	Revenue
	City Code Section	Fund	FY2019			
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			
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			
<b>Impact Fees</b>						
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			
<b>6. Police</b>						
<b>Fines &amp; Penalties:</b>						
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			

**Add prior approved fees**

**New Fee**

**Change to fee**

	City Code Section	Fund	FY2019	PROPOSED		
				FEE	FY2020	Amount \$\$
				(n/c if blank)	% CHANGE	Projected 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	5		
FOIA copy fees >50 pages	33.3	General	.15 per page			
Transient Merchant License	117.20(f)	General	100.00			
<b>7. Fire</b>						
<b>General Fees &amp; Charges:</b>						
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			

**Add prior approved fees**

**New Fee**

**Change to fee**

	City Code Section	Fund	FY2019	PROPOSED		
				FEE	FY2020	Amount \$\$
				(n/c if blank)	% CHANGE	Projected Revenue
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			
<b>Hazardous Substance Incident</b>						
Level I Hazardous Substance Incident	41.01	General	\$250 per day during hazard substance incident occurs or removal activities			
Level II Hazardous Substance incident	41.01	General	\$500 per day during hazard substance incident occurs or removal activities			
Level III Hazardous Substance incident	41.01	General	\$1,000 per day during hazard substance incident occurs or removal activities			
Miscellaneous Materials Cost - Level I incident	41.01	General	50			
Miscellaneous Materials Cost - Level II incident	41.01	General	100			
Miscellaneous Materials Cost - Level III incident	41.01	General	500			
Reimbursable Costs	41.01	General	100% of cost incurred			
<b>8. Engineering</b>						
<b>Sewer System Connection Fee</b>						
Single Family Dwelling	N/A		825			
Two - family Dwelling	N/A		825 per unit			
Multi-family Dwelling	N/A		165 per population equiv			
			1,650 min			
Non-Residential Buildings	N/A		165 per population equiv			
			1,650 min			
Institutional buildings with Fed and State tax exempt status	N/A		825/connection			
<b>Site Grading</b>						
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			
Site grading security (financial guarantee - refundable)	N/A		3,000 per acre of development			
<b>Water Shed Development Fee: Revised Fee Schedule</b>						
<b>General Fees</b>						
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			

**Add prior approved fees**

**New Fee**

**Change to fee**

				PROPOSED		
				FEE	FY2020	Amount \$\$
				(n/c if blank)	%	Projected
	City Code Section	Fund	FY2019	CHANGE	Revenue	
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			
<b>Wetland Fees</b>						
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 or enhancement	N/A		1440			
	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			
<b>9. Senior Resources</b>						
<b>Membership Dues</b>						
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 residents only	97.087	Senior Resources	\$10 per person			
	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 living within the Lake Forest High School District	97.087	Senior Resources	16 coupons/month for a value of \$3/each			

**THE CITY OF LAKE FOREST**

**ORDINANCE NO. 2018 - \_\_\_\_\_**

**AN ORDINANCE ADOPTING NEW FEES RELATED TO PUBLIC WORKS 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 Public Works 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 Public Works.** The City Council hereby approves the fees as set forth in Exhibit A, New Fees Related to Public Works, 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 Public Works.**  
The fees and charges set forth in Exhibit A shall take effect as of May 1, 2019, consistent

with the date of the Supplemental Fee Schedule for FY 2020 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 \_\_\_\_\_, 2018

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Mayor

ATTEST:

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

**EXHIBIT A**

**New Fees Related to Public Works**

- ❖ Water Meter Contractor Bond - \$1,500

# Supplemental Memos Regarding Proposed Fee Adjustments

# Interoffice Memo

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**To:** Diane Hall, Assistant Finance Director  
Michael Thomas, Director of Public Works  
Dan Martin, Superintendent of Public Works

**From:** John Varner, Water & Sewer Supervisor  
Rich Volpe, Assistant Water & Sewer Supervisor

**Date:** November 21, 2018

**Subject:** **NEW WATER METER CONTRACTOR BOND FEE**

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The Department of Public Works is requesting to create a new temporary water meter issuing procedure that includes a payment bond contractors and contracting firms would be required to submit prior to the Water & Sewer Section issuing a temporary hydrant water meter. The City of Lake Forest currently requires contracting firms to track and pay for any water utilized through a City fire hydrant. In order to track water usage for reimbursement the City's Water & Sewer Section issues water meter devices that are modified to fit on a fire hydrants.

The water meter devices that are issued to contractors are provided by the City's Water & Sewer section and cost approximately \$1,500.00 each. Currently, there is no issuing process in place that assumes a contractor to be liable for any damages to or replacement of the meter if an issue occurs while in a contracting firm's possession. Therefore, the Department of Public Works is requesting the creation of a new meter issuing procedure that includes requiring a bond payment of \$1,500 be submitted by the contractor. This bond payment would be returned to the contractor upon the safe and undamaged return of the water meter. If the water meter is not returned or if the water meter is returned damaged, the bond payment would be kept by the City of Lake Forest and the fee will be utilized by the City's Water & Sewer Section to purchase a new water meter.

# Interoffice Memo

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**To:** Diane Hall, Assistant Finance Director  
Michael Thomas, Director of Public Works  
Dan Martin, Superintendent of Public Works

**From:** Brian Pogachnik, Sanitation Supervisor

**Date:** November 21, 2018

**Subject:** **RECYCLING CART CHARGE INCREASE**

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The Department of Public Works would like to increase the charge for an extra residential recycling cart to \$75.00. In 2010-2011, The City of Lake Forest implemented the curbside single stream program in which over 5800 carts were distributed. Residents that requested an extra recycling cart have been charged \$55.00. Over the past few years the cost of the carts has increased. This is mostly due to the fact that we no longer purchase carts in large quantities, as we did when the single stream recycling program began. The chart below shows the carts purchased over the past four years:

<b>Year</b>	<b># of Carts Purchased</b>	<b>Cost per Cart</b>
FY2015	50	\$64.62
FY2016	90	\$58.72
FY2017	100	\$56.76
FY2018	50	\$66.86

The City purchases 50 to 100 carts per year for newly built homes and for residents wanting to purchase an extra cart. The proposed increase would cover the purchase price and distribution cost.

## MEMORANDUM

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

**FROM:** Catherine J. Czerniak, Director of Community Development

**DATE:** October 23, 2018

**SUBJECT: Recommended Fee Adjustments for Fiscal Year 2020**

No significant changes are proposed for development related fees. Development related fees have remained constant for the last several years. A few minor fee revisions are proposed as described below.

### Fee Reductions

- ❖ Tree Protection Fencing – \$135  
Last year, the fee for inspections of tree protection fencing on construction sites was inadvertently significantly increased as part of adjustments to engineering fees. The significant increase generated numerous customer complaints. Reestablishing this fee at a lesser amount will more closely align it with the staff time associated with this inspection.

### Fee Increases

- ❖ Demolition of a Residence with no replacement structure in the historic district – 10% increase.  
Based on recent consideration of requests for demolition of residences in the historic district an increase in this fee is recommended to more fully cover staff time needed to conduct research, prepared background materials and respond to public inquiries.
- ❖ Permit Renewal Bonds.  
Permit Renewal Bonds are required by the City to 1) assure completion of projects and 2) to encourage timely completion of projects. Permit Renewal Bonds are forfeited if extension of permits is necessary. A one percent increase in the bond amount in each category is recommended. The amount of Permit Renewal Bonds is a percentage of the original cost of the permit.
- ❖ Conditional Certificate of Occupancy (single family and duplex units) - \$550  
An increase in this fee is proposed to more fully cover the cost of additional documentation and inspections that are necessary when occupancy is desired prior to completion of all work required to close out the permits. The City's goal is for projects to be fully complete before occupancy is permitted, however, in cases where all life safety requirements are met and property owners or developers have a compelling need for early occupancy, the City works to accommodate early occupancy. After occupancy, the City continues to monitor the property to assure that all building Code requirements, approved plantings and drainage and grading

issues are fully addressed in accordance with the terms of the Conditions Occupancy Permit.

\*\*\*

The following fees were approved by the City Council on July 16, 2018 in conjunction with the adoption of Code amendments relating to small wireless facilities and should be incorporated into the Comprehensive Fee Schedule.

Application for Collocation	
Installation of facility	\$ 650.00
Installation of multiple facilities	\$ 350.00 per facility
Application for installation of new utility pole or support structure	\$1,000.00
Annual recurring rate for collocation on a City utility pole located in the right-of-way (* Or the City's actual, direct, and reasonable costs related to the wireless provider's use of space on the City utility pole.)	\$ 200.00*

\*\*\*

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 10, 2018

Subject: Deerpath Golf Course 2019 Proposed Fee Changes

**PURPOSE AND ACTION REQUESTED:** City Staff and KemperSports Management Staff are bringing forward the Deerpath Golf Course fees for the 2019. The Park and Recreation Board has approved the fee schedule on October 16, 2018 and request that the proposed 2019 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 2019. 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 resident Annual Pass fee average of 2% per classification for FY20.
- **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 weekday 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 4%.

**BUDGET/FISCAL IMPACT:** Projected revenue impact on fees collected will be an additional \$47,736 from FY19 projections.

City Staff and Kemper Sports Management are requesting the approval of the proposed 2019 Deerpath Golf Course fee structure.

# MEMORANDUM

To: Diane Hall, Assistant Finance Director

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

Date: October 18, 2018

Subject: Pavilion FY20 Proposed Fee Changes

**PURPOSE AND ACTION REQUESTED:** City Staff are bringing forward the Pavilion Rental fees for fiscal year 2020. The Park and Recreation Board has approved the fee schedule on October 16, 2018 and request that the proposed FY2020 Pavilion Rental fee structure be forwarded to City Council for approval as presented.

**BACKGROUND/DISCUSSION:** Attached is the proposed fee structure for Pavilion Rental fees for FY2020. 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 FY19 usage. The Pavilion Rental fees have not been increased since 2009, at which time they were increased \$25 per rental. City Staff are recommending the following:

- **Permit Fees:** Increase all Pavilion Rental fees by \$25 for FY20. The litter deposit and additional hour fees will remain constant with FY19. The not for profit rental fee will also increase \$25 per reservation but will remain \$25 less than the normal price. Also, each Lakefront Pavilion reservation will include 10 parking passes for the lower south parking lot. Additional parking passes for the upper south parking lot will increase to \$10 each.
  - **Parks**
    - **Capacity 150 people and above - \$150**
    - **Capacity under 150 people - \$100**
  - **Lakefront**
    - **Capacity under 150 people - \$100**

**BUDGET/FISCAL IMPACT:** Staff anticipates a positive revenue differential of \$2,375 over FY19. All fees will become effective February 1, 2019 in line with the permitting season.

City Staff are requesting the approval of the proposed FY2020 Pavilion Rental Fee structure as presented.

# 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, 2018

Subject: Lake Forest Lakefront FY20 Proposed Fee Changes

**PURPOSE AND ACTION REQUESTED:** City Staff are bringing forward the Lakefront Permit fees for fiscal year 2020. The Park and Recreation Board has approved the fee schedule on October 16, 2018 and request that the proposed FY2020 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 FY2020. 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 FY19 usage. City Staff are recommending the following:

- **Permit Fees:** Increase most resident and non-resident Lakefront permit fees by 4% for FY20.
- **Exception:** Increase the Non-Resident walk in fees charged on weekends and holidays from \$10 to \$15. This increase will provide consistency with our surrounding communities.
- **Exceptions:** These fees will remain constant with FY19 fees.
  - The Nanny and Caregiver Parking Pass (\$85)
  - The Resident Guest Daily Parking (\$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 \$15,881 over FY19. All fees will become effective February 1, 2019 in line with the permitting season.

City Staff are requesting the approval of the proposed FY2020 Lakefront Permit Fee structure as presented.

# M E M O R A N D O M

To: Diane Hall, Assistant Finance Director

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

Date: October 18, 2018

Subject: Lake Forest Fitness Center FY 20 Proposed Fee Changes

**PURPOSE AND ACTION REQUESTED:** City Staff are bringing forward the Lake Forest Fitness Center fees for fiscal year 2020. The Park and Recreation Board has approved the fee schedule on October 16, 2018 and request that the proposed FY2020 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 FY2020. 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 FY20. The 4% increase was taken over FY19 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 \$9,613 over FY19.

City Staff are requesting the approval of the proposed FY2020 Lake Forest Fitness Center fee structure as presented.



**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 22, 2018  
**SUBJECT:** Proposed OCM Fees for FY2020

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 FY2020 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:

<b>Personnel Classification</b>	<b>Current City Expense</b>	<b>Current Rate</b>	<b>Proposed Rate</b>	<b>% Change</b>	<b>Projected Revenue</b>
Police Officer Hourly Rate	\$85.39	\$84.00	\$86.00	2.38%	\$60.00



## Lake Forest Police Department

To: Diane Hall

From: Deputy Chief Rob Copeland

Subject: Fee Schedule Correction

Diane,

Regarding the fee for Copies of Accident Reports, under city code 71.032, the department charges \$5.00 per crash report copy. This is different from the \$10.00 listed in the FY18 fee schedule.

The \$5.00 per copy is set by statute 625 ILCS 5/11-416 "*Other State law enforcement agencies or law enforcement agencies of local authorities may furnish copies of traffic accident reports prepared by such agencies and may receive a fee not to exceed \$5 for each copy or in the case of an accident which was investigated by an accident reconstruction officer or accident reconstruction team, the State or local law enforcement agency may receive a fee not to exceed \$20.*"

Thanks,

Rob

A handwritten signature in black ink, appearing to read "Rob Copeland", written in a cursive style.

The City of Lake Forest  
CITY COUNCIL  
***Proceedings of the Monday, November 19, 2018***  
City Council Meeting - City Council Chambers

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

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

Absent: None.

**CALL TO ORDER AND ROLL CALL**

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

**REPORTS OF CITY OFFICERS**

**COMMENTS BY MAYOR**

Mayor Lansing announced that a new City Manager will be named at the December 3 City Council meeting. He also stated that fund raising for the North Beach Access Road is going well and he invited residents to attend the annual festivities of the Tree Lighting Ceremony on Friday, November 23.

**COMMENTS BY CITY MANAGER**

- A. ERP Implementation Update: Utility Billing**
  - Elizabeth Holleb, Director of Finance

Ms. Holleb gave a brief update on the impacts the residents will see as the utility billing module goes live. She also reviewed enhancements residents can expect on their bill such as usage charts.

- B. ERP Implementation Update: Transition to New Building Permit and Inspection Software**
  - Catherine Czerniak, Director of Community Development

Ms. Czerniak reviewed the Community Developments' timeline as the go live date will be December 3 for the Building and Business License components. She also reported that this has streamlined applications and processes and centralized addresses.

- C. Smart 911 Rollout**
  - Karl Walldorf, Chief of Police

Mr. Walldorf reported on the capabilities of registering and using the Smart 911 app, how to sign up and the City's upcoming move from Code Red to Rave Alert.

**COMMITTEE REPORTS**

**FINANCE COMMITTEE**

- 1. Consideration of an Ordinance Establishing the 2018 Tax Levy (First Reading)**

Ms. Holleb reviewed the proposed tax levy for 2018 that included the tax levy limitations under the tax cap, the tax levy distributed by fund- without new growth and allowances distributed, the tax levy by fund with new growth and allowances distributed and an explanation of the tax increase to an average homeowner.

Ms. Holleb reported that the proposed tax levy for 2018 reflects a 3.10% increase over the 2017 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 determined by an independent actuarial valuation.

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

**COUNCIL ACTION: Grant first reading of an Ordinance Establishing the 2018 Tax Levy**

Alderman Morris made a motion to grant first reading of an Ordinance Establishing the 2018 Tax Levy, seconded by Alderman Preschlack. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

**2. Approval of Ordinances Abating 2018 Tax Levies for Various G.O. Alternate Revenue Bond Issues (First Reading)**

Ms. Holleb reported that the proposed Ordinances provide for the abatement of 2018 taxes levied for the various outstanding general obligation alternative revenue bond issues.

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

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

Alderman Rummel made a motion to grant first reading approval of the Ordinances abating tax levies for various general obligation bond issues, seconded by Alderman Reisenberg. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

**3. Consideration of an Ordinance approving a Fee Schedule and Ordinance adopting new fees related to Public Works (First Reading)**

Ms. Holleb reported that a comprehensive fee schedule was provided as Exhibit A to the Ordinance approving a fee schedule. The fee revisions and proposed new fees will be further discussed at the November 26, 2018 Finance Committee meeting. Fees related to the Water Utility Fund are not yet incorporated into the proposed fee schedule pending the November 26 discussion.

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

**COUNCIL ACTION: Grant first reading to the proposed ordinances.**

Alderman Rummel made a motion to grant first reading approval of the Ordinances abating tax levies for various general obligation bond issues, seconded by Alderman Reisenberg. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

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

**ITEMS FOR OMNIBUS VOTE CONSIDERATION**

1. **Approval of the November 5, 2018 City Council Meeting Minutes**
2. **Authorization to Purchase Knollwood Fire Engine 44, and Assume AFG Grant for Fire Truck 44.**
3. **Approval of a Public Right-of-Way Dedication for the Everett/Waukegan Intersection Improvement Project**
4. **Approval of All City Expenditures and Contractor Recommendations for the Waukegan Road Sidewalk Project**
5. **Approval of Two Agreements with AECOM and Ratification of Expenses Incurred for Forest Park Bluff Evaluation Assistance and Virtual Renderings in the Amount of \$14,350.**
6. **Consideration of Adoption of Updated Versions of the Previously Adopted State and National Life Safety and Building Codes. (First Reading)**
7. **Consideration of Ordinances Approving Recommendations from the Building Review Board. (First Reading and if Desired by the City Council, Final Approval)**

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

Mayor Lansing asked members of the Council if they would like to remove any item or take it separately. Seeing none, Mayor Lansing asked for a motion to approve the seven (7) Omnibus items as presented.

Alderman Preschlack made a motion to approve the ten (10) Omnibus items as presented, seconded by Alderman Morris. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

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

**ORDINANCES**

**NEW BUSINESS**

1. **Award of Bid for a Four-Year Building Sidewalk Snow & Ice Service Contract to The Service Innovators in an Annual Estimated Amount of \$60,000**

Mr. Martin reported that the City is responsible for snow removal and ice control for entrance locations and sidewalks and that prior to 2015, the entire snow removal program was accomplished in-house. On October 11, 2018, bid invitations for the program were advertised. The City received four bids that were submitted for the October 25, 2018 public bid opening.

The apparent low bidder was Kaplan Paving. Kaplan's bid (which was unsealed) was turned in the day before the bid opening at the Municipal Services Building's front counter and placed in the Public Works inter-office mail box. Staff saw Kaplan's unsealed bid the morning of the bid opening and contacted Kaplan to notify the company that the bid needed to be in a sealed envelope. Kaplan immediately drove to Municipal Services, placed the bid in an envelope, sealed it, and submitted it at 10:06 a.m.; six minutes after the bid opening deadline of 10:00 a.m. Because Kaplan's bid was submitted past the deadline, City staff did not open the bid and officially read it aloud at the bid opening.

The City Council had discussion on the event, past performance of Kaplan and the options of rejection, rebidding and awarding another bidder.

Based on the City Attorney's recommendation that it is not in the City's best interest to waive the apparent low bidder's procedural irregularities, City staff recommended that the City Council approve TSI as the lowest responsive and responsible bidder and asked to award the contract to TSI.

**COUNCIL ACTION: Award of Bid for a four-year Building Sidewalk Snow & Ice Service Contract to The Service Innovators in an annual estimated amount of \$60,000.**

Alderman Rummel made a motion to Award of Bid for a four-year Building Sidewalk Snow & Ice Service Contract to The Service Innovators in an annual estimated amount of \$60,000, seconded by Alderman Beidler. The following voted "Aye": Aldermen Beidler, Morris, Rummel, Preschlack, Moreno and Buschmann. The following voted "Nay": Alderman Newman, Reisenberg. 6- Ayes, 2 Nays, motion carried.

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

**1. Golf Committee Report**  
**- Alderman Tim Newman**

Alderman Newman and Alderman Beidler reported that the City Council would like to name the Deerpath Golf Course Club House Patio after the City Manager, Bob Kiely, as a gesture of thanks for decades of public service to The City of Lake Forest.

**ADJOURNMENT**

There being no further business Mayor Lansing asked for a motion. Alderman Buschmann made a motion to adjourn, seconded by Alderman Reisenberg. Motion carried unanimously by voice vote at 8:07 pm.

Respectfully Submitted  
Margaret Boyer, City Clerk

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

## **METRA/UP NORTH LINE TRAIN STATION**

Between The City of Lake Forest and Hansa Coffee Roasters

Sub-Lease of Tenant Space  
Central Business District Train Station  
714 N. McKinley, Lake Forest, IL 60045

### **General Summary of Terms & Conditions Updated November 27, 2018**

#### **1. Property Sub-Lease:**

Sub-lease of east Lake Forest Train Station, 714 N. McKinley, Lake Forest, Illinois. The vacant space is located at the north-end of the train station, formerly the Northern Trust Bank space, approximately 1,199 square feet. Vacant space includes one restroom and kitchenette area, along with access to a storage closet.

#### **2. Sub-Lease Rate and General Terms:**

- a. **Initial Lease term** – five (5) years for initial term, with option for one (1) 5 year renewal.
- b. **Sublease Rate** – First year sublease rate would be \$2,450/month. Rent payments to start, or commence, upon issuance of certificate of occupancy by the City of Lake Forest or with 120 days of the execution of the lease, whichever occurs sooner.
- c. **Annual Increase** – The second year of the sublease, and subsequent years of the Term of the Sublease shall be adjusted by the greater of three percent (3%) or any change in the Consumer Price Index (“CPI”) as of the last day of the month preceding the anniversary date of the Sublease during the Term, or any extensions of the Sublease.
- d. **Hours of operation** – 6 am – 8 pm, Monday through Friday, and hours on Saturday and Sunday, generally between 7 am – 6 pm, or at the discretion of the tenant. All hours of operation shall be approved by the City prior to the execution of the Sublease, and are subject to approval by Union Pacific and/or Metra Railroad.
- e. **Parking spaces** – Sublessee shall have non-exclusive use of the temporary parking spaces within the existing parking lot at the facility. City agrees to work with the Sublessee on determining alternative parking options for the Sublessee’s patrons.

- f. **Employee parking permits** – Sublessee will be entitled to the use of two (2) employee parking permits. Additional employee parking permits to be purchased by Sublessee.
- g. **Signage** – To be agreed upon.
- h. **# of employees** – This business anticipates employing 2-5 employees to manage and operate the subleased space.
- i. **City services** – City will provide trash removal, and ice/snow removal on the platform and janitorial service/maintenance for the public lobby areas within the depot (excludes any space sublet by the Sublessee).
- j. **Security deposit** – A security deposit of \$4,900 (An amount equal to two months of base rent based on strength of existing business/tenant) shall be held by Sublessor as security for the performance of Sublessee's obligations under this Sublease.
- k. **Utilities** – Sublessee shall pay all electrical and water utility charges applicable to the operation of the business. City shall work with the Sublessee to ensure access to utilities, including if necessary, the expansion of cable or other services.

3. Additional Conditions and Considerations:

- a. In order to make the lease-hold space a viable office environment, Hansa Coffee will clean-up the existing lease-hold space toilet room and have use of it. Therefore, it and the janitor's closet will become part of the lease-hold space;
- b. To reduce initial construction costs by Hansa Coffee, the City of Lake Forest will wave permit and review fees and dumpster charges for this project;
- c. The City will allow Hansa Coffee to provide and install interior storm windows at Hansa Coffee's own cost if it chooses to do so;
- d. The City of Lake Forest will ensure that the existing building shell is secure, dry and free of defects that could cause damage to the interior build-out by Hansa Coffee (e.g. roof or wall leaks, window leaks, etc.) If the exterior building shell fails, the City will repair any interior or equipment damages caused by the building shell failure;

- e. During the life of the sub-lease, new mechanical, electrical, and plumbing equipment that is purchased by Hansa Coffee shall be deemed the property of the City of Lake Forest, and shall be serviced and maintained by the City; and
- f. Upon the earlier of vacation of the lease-hold space or termination of the sublease, all tenant improvements that are architectural in nature (not furnishings such as furniture, displays, etc.) will remain in ownership of the City of Lake Forest and/or Union Pacific Railroad.

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Execution Date"), by and between The City of Lake Forest ("Sublessor"), and the Subtenant named below.

**Subtenant:** Hansa Coffee Roasters, Ltd.  
755 N. Milwaukee Avenue  
Libertyville, IL 60048  
Attn: Tom Maegdlin  
Phone: 312-945-9363  
Email: tom@hansacoffee.com

**Premises:** That portion of the East Lake Forest Train Station consisting of approximately 1,199 square feet and shown on the attached diagrams marked Exhibit A attached hereto (the "Premises").

**Sublease Term:** \_\_\_\_\_, 2018 ("Commencement Date") through \_\_\_\_\_, 2023, including any renewals as authorized by Paragraph 7.

## SUBLEASE AGREEMENT

1. **Granting Clause.** In consideration of the obligation of Subtenant to pay Rent (as hereinafter defined) as provided in this Sublease and in consideration of the other terms, covenants, and conditions hereof, Sublessor subleases to Subtenant, and Subtenant takes from Sublessor, the Premises, to have and to hold for the Sublease Term, subject to the terms, covenants and conditions of this Sublease.

2. **Acceptance of Premises.** Subtenant shall accept the Premises in its "as is, where is" condition as of the Commencement Date, subject to all applicable laws, ordinances, regulations, covenants, restrictions, any existing easements, permits or licenses, and the lease agreement between The City of Lake Forest and Union Pacific Railroad Company ("Lessor"), dated September 1, 2011 (the "Lease") for the entire train station (the "Depot"), without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability) and without any obligation on the part of Sublessor to alter, remodel, improve, repair or decorate the Premises or any part thereof (or to provide Subtenant with any credit or allowance for same). Further, Subtenant accepts the Premises subject to rights of any party, including Lessor and Sublessor, in and to any existing conduits, sewers, water lines, gas lines, power lines, drainage facilities, telephone, telegraph or other wires, and poles and utilities or facilities of any kind whatsoever, whether or not of record, and should it at any time become necessary to relocate any of the same by reason of this Sublease, Subtenant shall bear and pay the cost of doing so. Sublessor has made no representation or warranty as to the suitability of the Premises for the conduct of Subtenant's business, and Subtenant waives any

implied warranty that the Premises are suitable for Subtenant's intended purposes. In no event shall Sublessor have any obligation for any defects in the Premises or any limitation on its use. The taking of possession of the Premises shall be conclusive evidence that Subtenant accepts the Premises and that the Premises were in good condition at the time possession was taken. Subtenant assumes the risk of any damages Subtenant may sustain as a result of, or in connection with, any want or failure at any time of Sublessor's title, if any, to the premises

3. **Use.** The City shall provide Subtenant access to the Depot prior to the Commencement Date between the hours of 7:00a.m. and 8:00 p.m. Monday through Friday for the sole purpose of permitting Subtenant to install the improvements necessary for Subtenant to perform the uses described in this paragraph on the Premises. The Premises shall be used only for the retail and/or food service establishment use of Subtenant. Subtenant will use the Premises in a careful, safe and proper manner and will not commit waste, overload the floor or structure of the Premises or subject the Premises to use that would damage the Premises. Subtenant agrees to handle only such articles as are appropriate to this type of business occupancy or use and shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Sublessor or any adjacent property owners. Subtenant, at its sole expense, shall use and occupy the Premises in compliance with all laws, including, without limitation, the Americans With Disabilities Act, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises (collectively, "Legal Requirements"). Subtenant will not use or permit the Premises to be used for any purpose or in any manner that would void Subtenant's or Sublessor's insurance, or increase the insurance risk. If any increase in the cost of any insurance on the Premises is caused by Subtenant's use or occupancy of the Premises, then Subtenant shall pay the amount of such increase to Sublessor within ten (10) days after Sublessor's written demand therefor.

4. **Additional Considerations.** As partial consideration for entering this Sublease, Subtenant agrees that any products ordered at retail or delivered to a customer at the Premises shall be considered to have a "point-of-sale" in The City of Lake Forest, for the purpose of sales tax calculation and collection.

5. **Monthly Base Rent; Adjustments.** The Commencement Date shall be the earlier of the City's issuance of a Certificate of Occupancy for the Premises or 120 days following the Execution Date. Subtenant shall pay monthly base rent in the amount of Two Thousand Four Hundred and Fifty Dollars (\$2,450.00) per month ("Monthly Base Rent"). The first installment of Monthly Base Rent and the Security Deposit shall be due and payable on the Commencement Date. Subtenant promises to pay to Sublessor in advance, without demand, deduction or set-off, monthly installments of Monthly Base Rent on or before the first day of each calendar month succeeding the Commencement Date. The first twelve (12) month period following the Commencement Date (including any partial month in which the Commencement Date occurs) and each twelve-month period thereafter during the Sublease Term shall be referred to herein as a "Sublease Year." Subtenant shall pay Monthly Base Rent for any partial month during the Sublease Term in an amount equal to the Monthly Base Rent for such month multiplied by a fraction, the numerator of which shall be the number of partial days in such month falling within the Sublease Term and the denominator of which shall be the number of days in such month.

After the initial Sublease Year, and for each subsequent Sublease Year, the Monthly Base Rent shall be adjusted by an amount equal to the greater of three percent (3%) or the percentage increase in the CPI during the prior Sublease Year. "CPI" means the Consumer Price Index for all Urban Consumers, U.S. City Average, All Items, issued by the Bureau of Labor Statistics for the United States Department of Labor (1982-B4=100). If the CPI is converted to a different standard reference base or otherwise revised, the adjustment set forth in this paragraph shall be made with the use of the conversion formula published by the Bureau of Labor Statistics. Sublessor will endeavor to notify Subtenant of the modification to the Monthly Base Rent at least twenty (20) days prior to the anniversary of the Commencement Date for each Sublease Year, but any delay or failure of Sublessor to provide Subtenant with such notice shall not excuse Subtenant from paying the modified Monthly Base Rent.

All payments required to be made by Subtenant to Sublessor hereunder shall be payable to Sublessor at 220 East Deerpath, Lake Forest IL 60045, or at such address as Sublessor may specify from time to time by written notice delivered in accordance herewith. The Monthly Base Rent and any other sums due and owing Sublessor under this Sublease shall be collectively referred to herein as "Rent". Subtenant shall have no right at any time to abate, reduce, or set-off any Rent due hereunder except as may be expressly provided in this Sublease. If Subtenant is delinquent in any monthly installment of Rent due and owing under this Sublease for more than five (5) days, Subtenant shall pay to Sublessor on demand a late charge equal to five percent (5%) of such delinquent sum until paid. The provision for such late charge shall be in addition to all of Sublessor's other rights and remedies hereunder or at law or in equity and shall not be construed as a penalty. Furthermore, any unpaid Rent shall constitute a lien upon any property owned by Subtenant located upon the Premises, and the lien may be foreclosed according to law.

6. **Security Deposit.** A security deposit in the amount of Four Thousand Nine Hundred Dollars (\$4,900.00, being the "Security Deposit") shall be held by Sublessor as security for the performance of Subtenant's obligations under this Sublease. Sublessor shall not be required to keep the Security Deposit in a separate account nor shall Sublessor be required to pay Subtenant any interest thereon. The Security Deposit is not an advance rental deposit or a measure of Sublessor's damages in case of Subtenant's default. Upon each occurrence of an Event of Default (hereinafter defined), Sublessor may use all or part of the Security Deposit to pay delinquent payments due under this Sublease, and the cost of any damage, injury, expense or liability caused by such Event of Default, without prejudice to any other remedy provided herein or provided by law or in equity. In the event Sublessor uses all or any portion of the Security Deposit, Subtenant shall, within ten (10) days after Sublessor's demand therefor, pay Sublessor the amount that will restore the Security Deposit to its original amount. Sublessor's obligation respecting the Security Deposit is that of a debtor, not a trustee; no interest shall accrue thereon. The Security Deposit shall be the property of Sublessor, but shall be paid to Subtenant within sixty (60) days after Subtenant's obligations under this Sublease have been completely fulfilled. Upon the sale or transfer of this Sublease and/or the Premises to a person or entity assuming Sublessor's obligations hereunder, Sublessor shall assign and/or transfer the Security Deposit to such successor and shall thereafter be released from any obligation with respect to the Security Deposit, and Subtenant shall look solely to such successor to Sublessor's interest for all matters regarding the Security Deposit.

7. **Term; Renewal.** This Sublease will run for five (5) years, beginning with the Commencement Date (the "Initial Term"), unless terminated sooner as provided in this Sublease.

Provided the Subtenant is not then in default under this Sublease, Subtenant may renew the term of this Sublease for not more than one (1) successive renewal term of five (5) years, provided Subtenant notifies Sublessor in writing of its intention to renew the Sublease at any time at least one hundred (180) days prior to the expiration of the Initial Term or any renewal term. The Monthly Base Rent for the Initial Term and any renewal terms shall be as set forth in Paragraph 5 of this Sublease.

8. **Utilities and Services.** For those that are separately metered and used solely by the Subtenant, Subtenant shall pay for all water, gas, electricity, heat, light, power, telephone, sewer, sprinkler services, janitorial services, refuse and trash collection, and other utilities and services used on the Premises, all maintenance charges for utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider directly to the provider of such services. In the event Subtenant fails to pay for any utilities or services as required under this Paragraph, Sublessor shall have the right, but not the obligation, upon ten (10) days prior written notice to Subtenant, to pay such utility or service bills on Subtenant's behalf and charge Subtenant for same (plus a penalty equal to 5% of the past due amount) as Rent under this Sublease due and payable upon Sublessor's written demand therefor. No interruption or failure of utilities or services shall result in the termination of this Sublease or the abatement of Rent.

9. **Parking.** During the term of this Sublease, the Subtenant shall have the non-exclusive use in common with the Sublessor, other tenants of the Depot, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to the rules and regulations for the use thereof as prescribed from time to time by the Sublessor. Sublessor shall furnish no more than two (2) parking permits to be utilized by Subtenant, its agents and employees for use in an approved City parking lot adjacent to the Depot. The Sublessor makes no guarantees of available parking as a result of the assignment of the parking permits. Furthermore, Subtenant shall provide Sublessor with a list of all license numbers for vehicles owned by the Subtenant, its agents and employees upon the Sublessor's request. Subtenant further agrees to review parking accommodations upon six-months after the Commencement Date of the Sublease.

10. **Taxes.** The Premises are currently exempt from payment of real estate taxes. If at any time in the future the Premises are assessed and real estate taxes are due, Subtenant shall pay all real estate taxes or other charges applicable to or assessed against the Premises, even though such taxes may not become due and payable until after the expiration or termination of this Sublease. If any such taxes or charges shall have been paid by Sublessor, Subtenant agrees to reimburse Sublessor within 20 days after presentation of a bill therefor. In default of such reimbursements, all sums so paid by Sublessor shall be deemed Rent and recoverable as such. Subtenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises, whether levied or assessed against Sublessor or Subtenant.

11. **Insurance.** Subtenant, at its expense, shall maintain from the date Subtenant executes and delivers this Sublease through the Sublease Term: all risk property insurance covering the full replacement cost of all property and improvements installed or placed in the Premises by Subtenant at Subtenant's expense; worker's compensation insurance with no less than the minimum limits required by law; employer's liability insurance with such limits as required by law; and commercial general liability insurance, with a minimum limit of \$1,000,000 per

occurrence and a minimum umbrella limit of \$1,000,000, for a total minimum combined general liability and umbrella limit of \$2,000,000 (together with such additional umbrella coverage as Sublessor may reasonably require) for property damage, personal injuries, or deaths of persons occurring in or about the Premises. Sublessor may from time to time require reasonable increases in any such limits. The commercial liability policies shall name Sublessor as additional insureds (and any other party reasonably requested by Sublessor), insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to Sublessor, not be cancelable unless thirty (30) days' prior written notice shall have been given to Sublessor, contain a hostile fire endorsement and a contractual liability endorsement and provide primary coverage to Sublessor (any policy issued to Sublessor providing duplicate or similar coverage shall be deemed excess over Subtenant's policies). Such policies or certificates thereof shall be delivered to Sublessor by Subtenant prior to the Commencement Date and upon each renewal of said insurance.

The all risk property insurance obtained by Sublessor and Subtenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Sublessor or Subtenant, their officers, directors, employees, managers, agents, invitees and contractors, in connection with any loss or damage thereby insured against. Neither party nor its officers, directors, employees, managers, agents, invitees or contractors shall be liable to the other for loss or damage caused by any risk coverable by all risk property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a party to insure its property shall not void this waiver. Sublessor and its agents, employees and contractors shall not be liable for, and Subtenant hereby waives all claims against such parties for, business interruption and losses occasioned thereby sustained by Subtenant or any person claiming through Subtenant resulting from any accident or occurrence in or upon the Premises from any cause whatsoever, including without limitation, damage caused in whole or in part, directly or indirectly, by the negligence of Sublessor or its agents, employees or contractors; but, excluding any accident or occurrence caused directly by the gross negligence or willful misconduct of Sublessor or its agents, employees or contractors.

**12. Subtenant's Repairs and Maintenance.** Subtenant shall at all times keep the Premises clean and in good repair and condition, including the painting thereof. Subtenant shall not post, paint, or place on the premises any advertisement or sign not related directly to Subtenant's business and not in conformity with this Sublease. Sublessor will perform plowing and general exterior maintenance surrounding the Premises consistent with its general practices at the Depot including, but not limited to, snow removal and landscaping at the Premises. Subtenant shall bear the full cost of any repair or replacement to any part of the Premises that incurs damage caused by Subtenant, its agents, employees, contractors, or invitees.

**13. Subtenant-Made Alterations and Trade Fixtures.** Any alterations, additions, or improvements made by or on behalf of Subtenant to the Premises ("Subtenant-Made Alterations") shall be at Subtenant's own expense and shall be subject to Sublessor's prior written consent, which consent shall not be unreasonably withheld or delayed. Subtenant shall cause, at its expense, all Subtenant-Made Alterations to comply with insurance requirements and with Legal Requirements and shall construct at its expense any alteration or modification required by Legal Requirements as a result of any Subtenant-Made Alterations. All Subtenant-Made Alterations shall be

constructed in a good and workmanlike manner by contractors reasonably acceptable to Sublessor and only good grades of materials shall be used. All plans and specifications for any Subtenant-Made Alterations shall be submitted to Sublessor for its approval, which approval shall not be unreasonably withheld or delayed. Sublessor may monitor construction of the Subtenant-Made Alterations. Subtenant shall reimburse Sublessor for costs actually incurred by Sublessor in reviewing plans and specifications and in monitoring construction. Sublessor's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Sublessor's approval of any such plans and specifications shall in no way be deemed a representation that the construction complies with applicable laws, codes, rules and regulations. Subtenant shall provide Sublessor with the identities and mailing addresses of all persons performing work or supplying materials, prior to beginning such construction, and Sublessor may post on and about the Premises notices of non-responsibility pursuant to applicable law. Subtenant shall furnish security or make other arrangements satisfactory to Sublessor to assure payment for the completion of all work free and clear of liens and shall provide certificates of insurance for worker's compensation and other coverage in amounts and from an insurance company satisfactory to Sublessor protecting Sublessor against liability for personal injury or property damage during construction. Upon completion of any Subtenant-Made Alterations, Subtenant shall deliver to Sublessor sworn statements setting forth the names of all contractors and subcontractors who did work on the Subtenant-Made Alterations and final lien waivers from all such contractors and subcontractors. Upon surrender of the Premises, all Subtenant-Made Alterations and any Subleasehold improvements constructed by Sublessor or Subtenant shall remain on the Premises as Sublessor's property, except to the extent (a) Sublessor requires removal of any such Subtenant-Made Alterations at Subtenant's expense prior to the expiration of the Sublease Term or earlier termination of this Sublease, or (b) Sublessor and Subtenant have otherwise agreed in writing in connection with Sublessor's consent to any Subtenant-Made Alterations. Subtenant shall repair any damage to the Premises caused by such removal, unless Sublessor elects to complete such repairs itself, in which case Subtenant shall reimburse Sublessor for the costs of such repairs within ten (10) days after Sublessor's written demand therefor. If Subtenant fails to remove any Subtenant-Made Alterations per the requirements of this Paragraph, or fails to repair any damage caused thereby, Sublessor shall have the right, but not the obligation, to complete such removal and/or repairs at Subtenant's expense, and Subtenant shall reimburse Sublessor for same, as Rent, within ten (10) days after Sublessor's written demand therefor.

Subtenant, at its own cost and expense and without Sublessor's prior approval, may erect such shelves, bins, and trade fixtures (collectively "Trade Fixtures") in the ordinary course of its business provided that such Trade Fixtures do not alter the basic character of the Premises, do not overload or damage the Premises, and may be removed without injury to the Premises, and the construction, erection, and installation thereof complies with all Legal Requirements and with Sublessor's requirements set forth above. Prior to the expiration of the Sublease Term or earlier termination of this Sublease, Subtenant shall remove its Trade Fixtures and shall repair any damage caused by such removal, unless Sublessor elects to complete such repairs itself, in which case Subtenant shall reimburse Sublessor for the costs of such repairs within ten (10) days after Sublessor's written demand therefor. If Subtenant fails to remove any Trade Fixtures per the requirements of this Paragraph, or fails to repair any damage caused thereby, Sublessor shall have the right, but not the obligation, to complete such removal and/or repairs at Subtenant's expense, and Subtenant shall reimburse Sublessor for same, as Rent, within ten (10) days after Sublessor's

written demand therefor. Subtenant's obligations under this Paragraph shall survive the expiration of the Sublease Term or earlier termination of this Sublease.

14. **Signs.** Subtenant shall not make any changes to the exterior of the Premises, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Sublessor's prior written consent, which consent may be withheld in Sublessor's sole discretion. Prior to the expiration of the Sublease Term or earlier termination of this Sublease, Subtenant shall remove all signs, if any, installed by Subtenant and repair, paint, and/or replace the building fascia surface to which its signs are attached, unless Sublessor elects to complete such repairs, paint and/or replacements itself, in which event Subtenant shall reimburse Sublessor for such costs within ten (10) days after Sublessor's written demand therefor. Subtenant shall, at Subtenant's sole cost and expense, obtain all applicable governmental permits and approvals for sign and exterior treatments. All signs, decorations, advertising media, blinds, draperies and other window treatment or bars or other security installations visible from outside the Premises shall be subject to Sublessor's approval and conform in all respects to Sublessor's requirements and all Legal Requirements.

15. **Restoration.** If at any time during the Sublease Term the Premises are damaged by a fire or other casualty, Subtenant shall notify Sublessor of such damage immediately. Sublessor shall notify Subtenant within seventy-five (75) days after Sublessor's receipt of Subtenant's casualty notice as to the amount of time Sublessor reasonably estimates it will take to restore the Premises (the "Restoration Estimate Notice"). If the restoration time is estimated to exceed six (6) months after the date Sublessor delivers the Restoration Estimate Notice, Sublessor may elect to (a) complete such repairs or (b) terminate this Sublease upon written notice to Subtenant given no later than thirty (30) days after Sublessor's delivery of the Restoration Estimate Notice. If Sublessor does not elect to terminate this Sublease or if Sublessor estimates that restoration will take six (6) months or less, then, subject to receipt of sufficient insurance proceeds, Sublessor shall promptly restore the Premises excluding the improvements installed by Subtenant or by Sublessor and paid by Subtenant, subject to delays arising from the collection of insurance proceeds or from Force Majeure (as hereinafter defined) events. If Sublessor restores the Premises, Subtenant, at Subtenant's expense, shall promptly perform all repairs or restoration not required to be done by Sublessor and shall promptly re-enter the Premises and commence doing business in accordance with this Sublease. Notwithstanding the foregoing, either party may terminate this Sublease if the Premises are damaged during the last three (3) months of the Sublease Term and Sublessor reasonably estimates that it will take more than one (1) month to repair such damage. Monthly Base Rent shall be abated for the period of repair and restoration in the proportion which the area of the Premises, if any, which is not usable by Subtenant bears to the total area of the Depot. Such abatement shall be the sole remedy of Subtenant, and except as provided herein, Subtenant waives any right to terminate the Sublease by reason of damage or casualty loss.

16. **Condemnation.** If any part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and the Taking would, in Sublessor's reasonable judgment, prevent or materially interfere with Subtenant's use of the Premises, then upon written notice by Sublessor this Sublease shall terminate and Monthly Base Rent shall be apportioned as of said date. If part of the Premises shall be Taken, and this Sublease is not

terminated as provided above, the Monthly Base Rent payable hereunder during the unexpired Sublease Term shall be reduced to such extent as may be fair and reasonable under the circumstances. In the event of any such Taking, Sublessor shall be entitled to receive the entire price or award from any such Taking without any payment to Subtenant, and Subtenant hereby assigns to Sublessor Subtenant's interest, if any, in such award. Subtenant shall have the right, to the extent that same shall not diminish or reduce Sublessor's award, to make a separate claim against the condemning authority (but not Sublessor) for such compensation as may be separately awarded or recoverable by Subtenant for moving expenses and damage to Subtenant's Trade Fixtures, if a separate award for such items is made to Subtenant.

17. **Assignment and Subletting.** Any sale, assignment, transfer, or underletting of this Sublease by Subtenant without the prior written consent of Sublessor shall be void and of no effect. For purposes of this Paragraph, a transfer of the ownership interests controlling Subtenant shall be deemed an assignment of this Sublease.

Notwithstanding any assignment or subletting, Subtenant shall at all times remain fully responsible and liable for the payment of Rent and for compliance with all of Subtenant's other obligations under this Sublease (regardless of whether Sublessor's approval has been obtained for any such assignments or sublettings).

18. **Indemnification.** Except for the gross negligence or intentional misconduct of Sublessor, its agents, employees, corporate authorities, or contractors, and to the extent permitted by law, Subtenant agrees to indemnify, defend and hold harmless Sublessor, and Sublessor's agents, employees, corporate authorities, and contractors, from and against any and all losses, liabilities, damages, costs and expenses (including attorneys' fees and court costs) resulting from claims for injuries to any person and damage to or theft or misappropriation or loss of property occurring in, on or about the Premises and arising from the use and occupancy of the Premises or from Subtenant's failure to perform any obligations or covenants of Subtenant under this Sublease or from any activity, work, or thing done, permitted or suffered by Subtenant in or about the Premises or due to any other act or omission of Subtenant, its sub-subtenants, assignees, invitees, employees, contractors and agents. The furnishing of insurance required hereunder shall not be deemed to limit Subtenant's obligations under this Paragraph. The indemnification obligations of Subtenant hereunder shall survive the expiration or earlier termination of this Sublease.

19. **Inspection and Access.** Sublessor and its agents, representatives, and contractors may enter the Premises at any reasonable time to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Sublease and for any other business purpose. Sublessor may grant easements, make public dedications, designate common areas and create restrictions on or about the Premises, provided that no such easement, dedication, designation or restriction materially interferes with Subtenant's use or occupancy of the Premises. At Sublessor's request, Subtenant shall execute such instruments as may be necessary for such easements, dedications or restrictions.

20. **Quiet Enjoyment.** Sublessor makes no covenant for quiet enjoyment of the Premises.

21. **Surrender.** Upon termination of the Sublease Term or earlier termination of Subtenant's right of possession, Subtenant shall surrender the Premises to Sublessor in the same condition as received, broom clean, ordinary wear and tear excepted. Any Trade Fixtures, Subtenant-Made Alterations and property not so removed by Subtenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Sublessor at Subtenant's expense, and Subtenant waives all claims against Sublessor for any damages resulting from Sublessor's retention and disposition of such property. All obligations of Subtenant hereunder not fully performed as of the termination of the Sublease Term shall survive the termination of the Sublease Term, including without limitation, indemnity obligations, payment obligations with respect to Rent and obligations concerning the condition and repair of the Premises.

22. **Holding Over.** If Subtenant retains possession of the Premises after the termination of the Sublease Term, unless otherwise agreed in writing and signed by Sublessor, such possession shall be subject to immediate termination by Sublessor at any time, and all of the other terms and provisions of this Sublease shall be applicable during such holdover period, except that Subtenant shall pay Sublessor from time to time, upon demand, as Monthly Base Rent for the holdover period, an amount equal to two hundred percent (200%) of the Monthly Base Rent in effect on the termination date, computed on a monthly basis for each month or part thereof during such holding over. Rent for any partial month during the holdover period shall not be prorated. All other payments shall continue under the terms of this Sublease. In addition, Subtenant shall be liable for all direct and/or consequential damages incurred by Sublessor as a result of such holding over. No holding over by Subtenant, whether with or without consent of Sublessor, shall operate to extend this Sublease except as otherwise expressly provided, and this Paragraph shall not be construed as consent for Subtenant to retain possession of the Premises following the expiration of the Sublease Term or earlier termination of this Sublease.

23. **Failure to Vacate.** Subtenant shall pay Sublessor as liquidated damages and not as a penalty for forfeiture, \$200 per day for all the times Subtenant shall retain possession of the Premises or any part thereof, after the termination of this Sublease whether by lapse of time or otherwise. "Possession of the Premises" shall include, but shall not be limited to, continued placement of materials, signs, debris or other articles or facilities owned by Subtenant or permitted to be placed on the premises by Subtenant.

24. **Events of Default.** Each of the following events shall be an event of default ("Event of Default") by Subtenant under this Sublease:

(a) Subtenant shall fail to pay any installment of Rent or any other payment required herein when due, and such failure shall continue for a period of five (5) days after such payment was due.

(b) Subtenant or any guarantor or surety of Subtenant's obligations hereunder shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial

part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry; or (D) die or suffer a legal disability (if Subtenant, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Subtenant, guarantor or surety is a corporation, partnership or other entity).

(c) Any insurance required to be maintained by Subtenant pursuant to this Sublease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Sublease.

(d) Subtenant shall not occupy or shall vacate the Premises or shall fail to continuously operate its business at the Premises for the permitted use set forth herein, whether or not Subtenant is in monetary or other default under this Sublease.

(e) Subtenant shall attempt or there shall occur any assignment, subleasing or other transfer of Subtenant's interest in or with respect to this Sublease, except as otherwise permitted in this Sublease.

(f) Subtenant shall fail to discharge any lien placed upon the Premises in violation of this Sublease within thirty (30) days after any such lien or encumbrance is filed against the Premises.

(g) Subtenant shall fail to comply with any provision of this Sublease.

(h) Subtenant fails to comply with any Legal Requirements.

(i) Subtenant installs signage without the express prior written approval of the Sublessor.

25. **Sublessor's Remedies.** Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Sublessor may at any time thereafter at its election: terminate this Sublease or Subtenant's right of possession, (but Subtenant shall remain liable as hereinafter provided), declare all Rent due hereunder immediately due and payable, and/or pursue any other remedies at law or in equity. Upon the termination of this Sublease or termination of Subtenant's right of possession, it shall be lawful for Sublessor, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Subtenant and all persons and property therefrom. If Sublessor re-enters the Premises, Sublessor shall have the right to keep in place and use, or remove and store, all of the furniture, fixtures and equipment at the Premises.

If Sublessor terminates this Sublease, Sublessor may recover from Subtenant the sum of: all Rent and all other amounts accrued hereunder to the date of such termination; the cost of re-letting the whole or any part of the Premises, including without limitation brokerage fees and/or leasing commissions incurred by Sublessor, and costs of removing and storing Subtenant's or any other occupant's property, repairing, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new Subtenant or Subtenants, and all reasonable expenses incurred by Sublessor in pursuing its remedies, including reasonable attorneys' fees and court costs; and the excess of the then present value of the Rent and other amounts payable by Subtenant under this

Sublease as would otherwise have been required to be paid by Subtenant to Sublessor during the period following the termination of this Sublease measured from the date of such termination to the expiration date stated in this Sublease, over the present value of any net amounts which Subtenant establishes Sublessor can reasonably expect to recover by re-letting the Premises for such period, taking into consideration the availability of acceptable Subtenants and other market conditions affecting leasing. Such present values shall be calculated at a discount rate equal to the 90-day U.S. Treasury bill rate at the date of such termination.

If Sublessor terminates Subtenant's right of possession (but not this Sublease), Sublessor may, but shall be under no obligation to, re-let the Premises for the account of Subtenant for such rent and upon such terms as shall be satisfactory to Sublessor without thereby releasing Subtenant from any liability hereunder and without demand or notice of any kind to Subtenant. For the purpose of such re-letting Sublessor is authorized to make any repairs, changes, alterations, or additions in or to the Premises as Sublessor deems reasonably necessary or desirable. If the Premises are not re-let, then Subtenant shall pay to Sublessor as damages a sum equal to the amount of the rental reserved in this Sublease for such period or periods, plus the cost of recovering possession of the Premises (including attorneys' fees and costs of suit), the unpaid Rent and other amounts accrued hereunder at the time of repossession, and the costs incurred in any attempt by Sublessor to re-let the Premises. If the Premises are re-let and a sufficient sum shall not be realized from such re-letting [after first deducting therefrom, for retention by Sublessor, the unpaid Rent and other amounts accrued hereunder at the time of re-letting, the cost of recovering possession (including attorneys' fees and costs of suit), all of the costs and expense of repairs, changes, alterations, and additions, the expense of such re-letting (including without limitation brokerage fees and leasing commissions) and the cost of collection of the rent accruing therefrom] to satisfy the rent provided for in this Sublease to be paid, then Subtenant shall immediately satisfy and pay any such deficiency. Any such payments due Sublessor shall be made upon demand therefor from time to time and Subtenant agrees that Sublessor may file suit to recover any sums falling due from time to time. Notwithstanding any such re-letting without termination, Sublessor may at any time thereafter elect in writing to terminate this Sublease for such previous breach.

Exercise by Sublessor of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Sublease by Sublessor, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by the written agreement of Sublessor and Subtenant. Any law, usage, or custom to the contrary notwithstanding, Sublessor shall have the right at all times to enforce the provisions of this Sublease in strict accordance with the terms hereof; and the failure of Sublessor at any time to enforce its rights under this Sublease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Sublease or as having modified the same. Subtenant and Sublessor further agree that forbearance or waiver by Sublessor to enforce its rights pursuant to this Sublease or at law or in equity, shall not be a waiver of Sublessor's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Sublessor of Rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Sublessor of any provision of this Sublease shall be deemed to have been made unless expressed in writing and signed by Sublessor. To the greatest extent permitted by law, Subtenant waives the service of notice of Sublessor's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives

all right of redemption in case Subtenant shall be dispossessed by a judgment or by warrant of any court or judge. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Sublease, are not restricted to their technical legal meanings. Any re-letting of the Premises shall be on such terms and conditions as Sublessor in its sole discretion may determine (including without limitation a term different than the remaining Sublease Term, rental concessions, alterations and repair of the Premises, and Sublease of less than the entire Premises to any Subtenant). Sublessor shall not be liable, nor shall Subtenant's obligations hereunder be diminished because of, Sublessor's failure to re-let the Premises or collect rent due in respect of such re-letting.

26. **Subtenant's Remedies/Limitation of Liability.** Sublessor shall not be in default hereunder unless Sublessor fails to perform any of its obligations hereunder within seven (7) days after written notice from Subtenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of seven (7) days, in which event Sublessor shall have additional time as is reasonably necessary for Sublessor to remedy such failure before such failure constitutes a default hereunder so long as Sublessor is proceeding to remedy such failure with reasonable diligence). All obligations of Sublessor hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Sublease, Subtenant may not terminate this Sublease for breach of Sublessor's obligations hereunder. All obligations of Sublessor under this Sublease will be binding upon Sublessor only during the period of its ownership of the Premises and not thereafter. The term Sublessor in this Sublease shall mean only the owner, for the time being of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Sublessor thereafter accruing, but such obligations shall be binding during the Sublease Term upon each new owner for the duration of such owner's ownership. Any liability of Sublessor under this Sublease shall be limited solely to its interest in the Premises, and in no event shall any personal liability be asserted against Sublessor in connection with this Sublease nor shall any recourse be had to any other property or assets of Sublessor.

27. **Termination by Sublessor.** Sublessor shall have the right to terminate this Sublease upon 270 days' prior written notice to the Subtenant or immediately upon termination of the Lease for whatever reason. Upon any such termination by Sublessor, if the Sublease Rent shall have been paid in advance, Sublessor shall refund to Subtenant the portion of such Rent paid and any remaining tenant improvement credit owed to the Subtenant for any time after the effective date of the termination. Such refund shall be made in a lump sum payment to the Subtenant. Subtenant shall have the right to terminate this Sublease upon 120 days' prior written notice to the Sublessor and delivery of any unpaid balance of the monthly Rent due through the effective date of the termination, which shall become immediately due and payable by Subtenant under the terms of the Sublease.

28. **Rail Service.** Lessor and Sublessor make no warranties or representations expressed or implied that rail service shall continue to serve the Premises.

29. **Waiver of Jury Trial.** **SUBLESSOR SHALL WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN SUBLESSOR AND SUBTENANT ARISING OUT OF THIS SUBLEASE OR**

**ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.**

30. **Mechanic's Liens.** Subtenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Sublessor or Subtenant in, the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Subtenant, including those who may furnish materials or perform labor for any construction or repairs. Subtenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises and that it will save and hold Sublessor harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the Subleasehold estate or against the interest of Sublessor in the Premises or under this Sublease. Subtenant shall give Sublessor immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided, however, Subtenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Subtenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Sublessor within such thirty (30) day period.

31. **Environmental Requirements.** Subtenant shall not permit or cause any party to bring any Hazardous Materials (as hereinafter defined) upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises without Sublessor's prior written consent. Subtenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements (as hereinafter defined) and shall remediate in a manner satisfactory to Sublessor any Hazardous Materials released on or from the Premises by Subtenant, its agents, employees, contractors, assigns, or invitees. Subtenant shall complete and certify to disclosure statements as requested by Sublessor from time to time relating to Subtenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Premises. The term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquified natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Subtenant is and shall be deemed to be the "operator" of Subtenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Subtenant, its agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom.

Subtenant shall indemnify, defend, and hold Sublessor harmless from and against any and all losses (including, without limitation, diminution in value of the Premises), claims, demands,

actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the property or disturbed in breach of the requirements of this Paragraph, regardless of whether such removal or management is required by law) which are brought or recoverable against, or suffered or incurred by Sublessor as a result of any release of Hazardous Materials for which Subtenant is obligated to remediate as provided above or any other breach of the requirements under this Paragraph by Subtenant, its agents, employees, contractors, assignees or invitees, regardless of whether Subtenant had knowledge of such noncompliance. The obligations of Subtenant under this Paragraph shall survive the expiration of the Sublease Term and any termination of this Sublease.

Sublessor shall have access to, and a right to perform inspections and tests of, the Premises to determine Subtenant's compliance with Environmental Requirements, its obligations under this Paragraph, or the environmental condition of the Premises. Access shall be granted to Sublessor upon Sublessor's prior notice to Subtenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Subtenant's operations. Such inspections and tests shall be conducted at Sublessor's expense, unless such inspections or tests reveal that Subtenant has not complied with any Environmental Requirement, in which case Subtenant shall reimburse Sublessor for the reasonable cost of such inspection and tests. Sublessor's receipt of or satisfaction with any environmental assessment in no way waives any rights that Sublessor holds against Subtenant.

32. **Security Service.** Subtenant acknowledges and agrees that Sublessor is not providing any security services with respect to the Premises and that Sublessor shall not be liable to Subtenant for, and Subtenant hereby waives any claim against Sublessor with respect to, any loss by theft or any other damage suffered or incurred by Subtenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises.

33. **Force Majeure.** Neither party shall be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of such party ("Force Majeure"); provided, however, that Subtenant's obligation to pay Rent and all other amounts due and owing under this Sublease shall not be delayed by Force Majeure.

34. **Entire Agreement.** This Sublease constitutes the complete agreement of Sublessor and Subtenant with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Sublessor or Subtenant, or anyone acting on behalf of Sublessor or Subtenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Sublease. This Sublease may not be amended except by an instrument in writing signed by both parties hereto.

35. **Severability.** If any clause or provision of this Sublease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties

hereto that the remainder of this Sublease shall not be affected thereby. It is also the intention of the parties to this Sublease that in lieu of each clause or provision of this Sublease that is illegal, invalid or unenforceable, there be added, as a part of this Sublease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

36. **Brokers.** The Subtenant and Sublessor acknowledge that they have dealt only with Deborah Fischer, Berkshire Hathaway HomeServices KoenigRubloff Realty Group, representing the Sublessor, on this lease transaction. Sublessor shall pay a real estate fee to Berkshire Hathaway HomeServices KoenigRubloff Realty Group in accordance with a separate written agreement.

37. **Miscellaneous.**

(a) Any payments or charges due from Subtenant to Sublessor hereunder shall be considered Rent for all purposes of this Sublease.

(b) If and when included within the term "Subtenant," as used in this instrument, there is more than one person, firm or corporation, each shall be jointly and severally liable for the obligations of Subtenant.

(c) All notices required or permitted to be given under this Sublease shall be in writing and shall be sent (a) by registered or certified mail, return receipt requested, or (b) by a reputable national overnight courier service, postage prepaid, or (c) by hand delivery addressed to (i) Subtenant at the following addresses:

Sublessor: The City of Lake Forest  
Attn: City Manager  
220 East Deerpath  
Lake Forest, IL 60045  
Phone: 847-810-3675

Subtenant: Hansa Coffee Roasters, Ltd.  
Attn: Tom Maegdlin  
755 N. Milwaukee Avenue  
Libertyville, IL 60048

Either party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery.

(d) Except as otherwise expressly provided in this Sublease or as otherwise required by law, Sublessor retains the absolute right to withhold any consent or approval.

(e) At Sublessor's request from time to time Subtenant shall furnish Sublessor with true and complete copies of its most recent annual and quarterly financial statements prepared by Subtenant or Subtenant's accountants and any other financial information or summaries that Subtenant typically provides to its lenders or shareholders. Sublessor covenants and agrees that any such financial information provided by Subtenant shall be treated by Sublessor as confidential, except that Sublessor may disclose such information as required by law and to Sublessor's

attorneys, consultants and accountants and any prospective purchaser or prospective or existing lender upon the condition that such party shall also agree to keep such financial information confidential.

(f) Neither this Sublease nor a memorandum of Sublease shall be filed by or on behalf of Subtenant in any public record. Sublessor may prepare and file, and upon request by Sublessor, Subtenant will execute, a memorandum of Sublease.

(g) The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Sublease or any exhibits or amendments hereto.

(h) The submission by Sublessor to Subtenant of this Sublease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Sublease by both parties.

(i) Words of any gender used in this Sublease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Sublease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Sublease, or any provision hereof, or in any way affect the interpretation of this Sublease.

(j) Any amount not paid by Subtenant within ten (10) days after its due date in accordance with the terms of this Sublease shall bear interest from such due date until paid in full at the lesser of the highest rate permitted by applicable law or eighteen percent (18%) per year. It is expressly the intent of Sublessor and Subtenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Sublease. If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Sublease, or contracted for, charged, taken, reserved, or received with respect to this Sublease, then it is Sublessor's and Subtenant's express intent that all excess amounts theretofore collected by Sublessor be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Subtenant), and the provisions of this Sublease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(k) Construction and interpretation of this Sublease shall be governed by the laws of the state Illinois.

(l) Time is of the essence as to the performance of Subtenant's obligations under this Sublease.

(m) All exhibits and addenda attached hereto are hereby incorporated into this Sublease and made a part hereof. In the event of any conflict between such exhibits or addenda and the terms of this Sublease, such exhibits or addenda shall control.



IN WITNESS WHEREOF, Sublessor and Subtenant have executed this Sublease as of the Execution Date.

SUBTENANT:

SUBLESSOR:

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

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

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

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

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

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

EXHIBIT A

Depiction of the Premises

4834-1892-5185, v. 1

**THE CITY OF LAKE FOREST**

**ORDINANCE NO. 2018 - \_\_\_\_**

**AN ORDINANCE AMENDING CHAPTERS 94 AND 150 OF THE CITY CODE  
RELATING TO THE ADOPTION OF UPDATED STATE AND NATIONAL BUILDING  
AND LIFE SAFETY CODES**

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

**WHEREAS**, the City has, in the past, adopted various State and National Building and Life Safety Codes for the purpose of protecting and preserving the health, life safety, welfare and property values of the community; and

**WHEREAS**, from time to time it is appropriate for the City to adopt updated Codes as established by State and National entities to allow residents and property owners to benefit from updated standards that recognize new technologies, materials and methods; and

**WHEREAS**, established entities including State and Nationally recognized technical trade associations; the International Code Council, the National Fire Protection Association, and the Illinois Department of Public Health regularly review and update various Code to provide clarification and interpretation of existing provisions; and

**WHEREAS**, pursuant to Illinois Municipal Code, 65 ILCS 5/1-3-2, local governments may adopt by reference all or part of the provisions of any public record or published compilation of rules and regulations which have been prepared by nationally recognized associations, including, without limitation building, electrical, plumbing and life safety codes; and

**WHEREAS**, copies of each of the Codes have been on file in the office of the City Clerk for public use, inspection and examination for at least 30 days preceding the adoption of this ordinance as required by 65 ILCS 5/1-3-2;

**WHEREAS**, the City has determined that adopting up to date versions of the previously adopted State and National Building and Life Safety Codes benefits the health, environment and general welfare of the community.

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

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

**SECTION TWO:**      **Amendment to Section 94.01 entitled “Fire Code; Adopted”.**

Section 94.01, entitled “Fire Code; Adopted,” shall be and is hereby amended in its entirety and hereafter be and read as follows:

Section 94.01 Fire Code; Adopted.

(A) (1) For the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosions, the following codes and standards, as modified herein, are hereby adopted by reference and incorporated herein, and shall constitute and be deemed to be the Fire Prevention Code of the city.

a) ~~Fire Prevention Code, 2000 Edition, National Fire Protection Association;~~  
and

- a) National Fire Protection Association Codes (NFPA)
  - i. 101 Life Safety Code - 2018
  - ii. Fire Sprinkler Code - 13, 13D, 13R – 2016
  - iii. Fire Alarm Code – 2016

b) ~~National Fire Protection Act I, 2000 Edition, National Fire Protection Association, Inc.~~

b) International Fire Prevention Code - 2018

(2) Divisions A)(1) and A)(2) above shall be called collectively, the Fire Prevention Code.

Provided, however, that the adoption of this section shall not be constructed as preventing the enforcement of or repealing the provision of any ordinance, regulation, standard, or code adopted by the city that is more restrictive than the provisions of this section. In the event that any provision of this section shall be in conflict with any other ordinance, regulation, standard, or code adopted by the

city, the more restrictive provision (as determined by the Director of Community Development) shall apply.

**SECTION THREE: Amendment to Section 150.020 entitled “Adoption of Mechanical Code.**

Section 150.020, entitled “Adoption of Mechanical Code,” shall be and is hereby amended in its entirety and hereafter be and read as follows:

Section 150.020 Adoption of Mechanical Code.  
For the purpose of prescribing the regulations governing the design, installation, maintenance, alteration and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings (except that the heating, ventilating, and air conditioning requirements for detached one and two family dwellings and multi-family dwellings not more than three stories in height with a separate means of egress shall be governed by Section 150.021 of this Code), the following code, as modified herein, is hereby adopted by reference and incorporated herein, and shall constitute and be deemed to be the “The Mechanical Code of the City of Lake Forest.”

International Mechanical Code, ~~2003~~ 2018 Edition, International Code Council, Inc.

Provided, however, that the adoption of this ordinance shall not be constructed as preventing the enforcement of or repealing the provision of any ordinance, regulation, standard, or code adopted by the City of Lake Forest that is more restrictive than the provisions of this Section. In the event that any provision of this Section shall be in conflict with any other ordinance, regulation, standard, or code adopted by the City of the Lake Forest, the more restrictive provision (as determined by the Director of Community Development) shall apply.

**SECTION FOUR: Amendment to Section 150.185 entitled “Adoption of Residential Building Code.**

Section 150.185, entitled “Adoption of Residential Building Code,” shall be and is hereby amended in its entirety and hereafter be and read as follows:

Section 150.185 Adoption of Residential Building Code.  
For the purpose of prescribing the regulations governing the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one and two family dwellings and multi-single-family dwellings not more than three stories in height with a separate means of egress and their accessory structures, the following code as it may be modified herein, is hereby adopted by reference and

incorporated herein, and shall constitute and be deemed to be the “The Residential Building Code of the City of Lake Forest.”

International Residential Building Code for One- and Two-Family Dwellings, 2003, 2018 Edition, International Code Council, Inc.

Provided, however, that the adoption of this section shall not be constructed as preventing the enforcement of or repealing the provision of any ordinance, regulation, standard, or code adopted by the city that is more restrictive than the provisions of this section. In the event that any provision of this section shall be in conflict with any other ordinance, regulation, standard, or code adopted by the city, the more restrictive provision (as determined by the Director of Community Development) shall apply.

**SECTION FIVE:      Amendment to Section 150.220 entitled “Adoption of Commercial Building Code.**

Section 150.220, entitled “Adoption of Commercial Building Code,” shall be and is hereby amended in its entirety and hereafter be and read as follows:

Section 150.220      Adoption of Commercial Building Code.  
For the purpose of prescribing the regulations governing the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of every building or structure or any appurtenances connected or attached to such building or structures (except that detached one- and two-family dwellings and multi-single-family dwellings not more than three stories in height with a separate means of egress shall be governed by the Residential Building Code as adopted by reference in 150.185), the following code as it may be modified herein, is hereby adopted by reference and incorporated herein, and shall constitute and be deemed to be the “The Commercial Building Code of the City of Lake Forest.”

International Building Code, 2003, 2018 Edition, International Code Council, Inc.

Provided, however, that the adoption of this section shall not be constructed as preventing the enforcement of or repealing the provision of any ordinance, regulation, standard, or code adopted by the city that is more restrictive than the provisions of this section. In the event that any provision of this section shall be in conflict with any other ordinance, regulation, standard, or code adopted by the city, the more restrictive provision (as determined by the Director of Community Development) shall apply.

**SECTION SIX:      Amendment to Section 150.505 entitled “Adoption of Fuel Gas Code.**

Section 150.505, entitled "Adoption of Fuel Gas Code," shall be and is hereby amended in its entirety and hereafter be and read as follows:

Section 150.505 Adoption of Fuel Gas Code.  
For the purpose of prescribing the regulations governing the design and installation of fuel gas systems and gas-fired appliances, the following code as it may be modified herein, is hereby adopted by reference and incorporated herein, and shall constitute and be deemed to be the "The Fuel Gas Code of the City of Lake Forest."

International Fuel Gas Code, ~~2003~~, 2018 Edition, International Code Council, Inc.

Provided, however, that the adoption of this section shall not be constructed as preventing the enforcement of or repealing the provision of any ordinance, regulation, standard, or code adopted by the city that is more restrictive than the provisions of this section. In the event that any provision of this section shall be in conflict with any other ordinance, regulation, standard, or code adopted by the city, the more restrictive provision (as determined by the Director of Community Development) shall apply.

**SECTION SEVEN: Amendment to Section 94.01 150.295 entitled**

**"Adoption of Electrical Code.**

Section 150.295, entitled "Adoption of Electrical Code," shall be and is hereby amended in its entirety and hereafter be and read as follows:

Section 150.295 Adoption of Electrical Code.  
For the purpose of prescribing the regulations governing the inspection of electrical systems; the investigation of fires caused by electrical installations; the review of construction plans, drawings and specifications for electrical systems; the design alteration, modification, construction, maintenance and testing of electrical systems, and equipment; and the regulation and control of electrical installations at special occupancies, the following code as it may be modified herein, is hereby adopted by reference and incorporated herein, and shall constitute and be deemed to be the "The Electrical Code of the City of Lake Forest."

National International Fuel Gas Code, ~~2003~~, 2018 Edition, International Code Council, Inc.

Provided, however, that the adoption of this section shall not be constructed as preventing the enforcement of or repealing the provision of any ordinance, regulation, standard, or code adopted by the city that is more restrictive than the provisions of this section. In the event that any provision of this section shall be in conflict with any other ordinance, regulation, standard, or code adopted by the city, the more restrictive provision (as determined by the Director of Community Development) shall apply.

**SECTION EIGHT:** **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 \_\_\_\_\_, 2018

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this \_\_\_\_ day of \_\_\_\_\_, 2018

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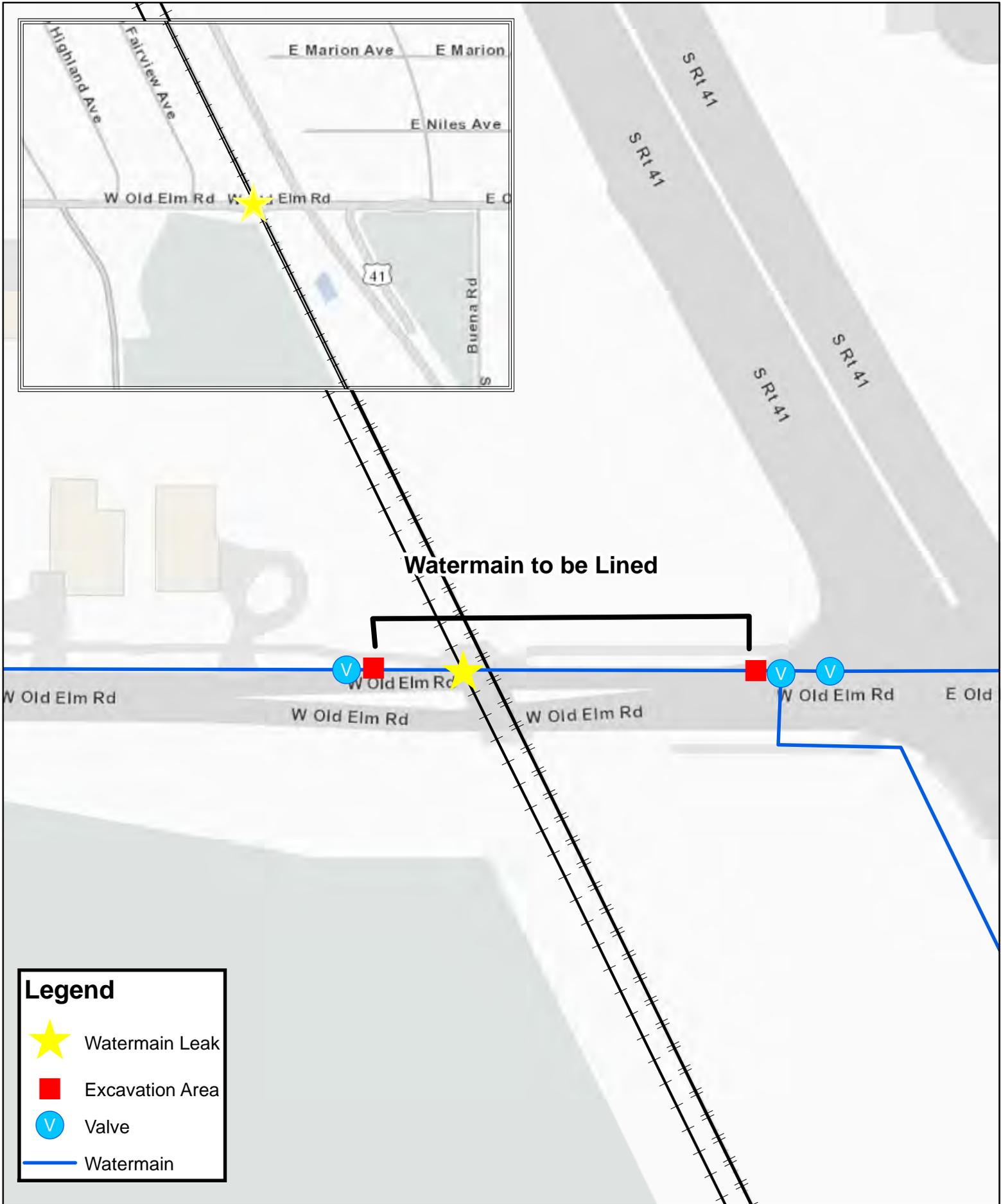
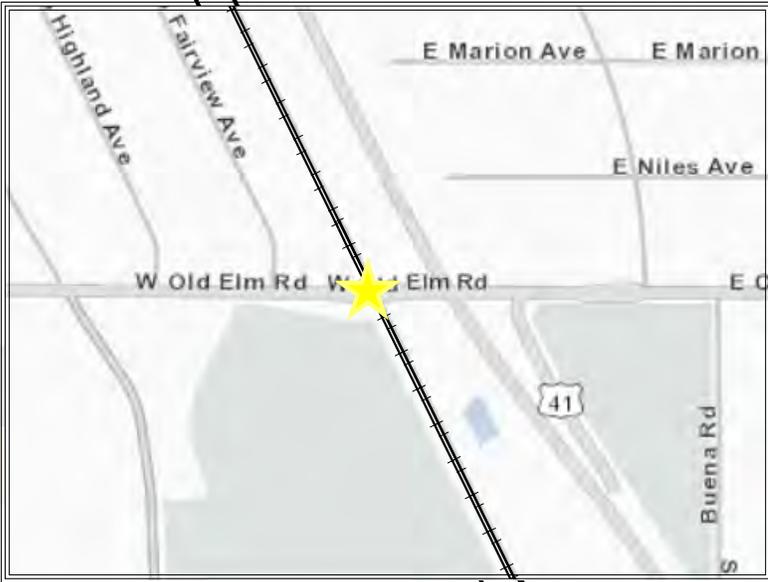
Mayor

ATTEST:

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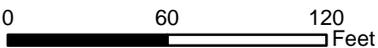
City Clerk





**Legend**

-  Watermain Leak
-  Excavation Area
-  Valve
-  Watermain



# Old Elm Rd Watermain Break



11/29/2018

November 29, 2018

Mr. Robert Ells  
Engineering Supervisor  
City of Lake Forest  
800 North Field Drive  
Lake Forest, IL 60045

***Subject: City of Lake Forest – Old Elm Road Drainage Improvements – Amendment No. 1***

Dear Mr. Ells:

In July 2017, Baxter & Woodman was retained by the City to design drainage improvements along Old Elm Road, Timber Lane, and Forest Hill Road. The City replaced most of the water main in this subdivision in 2004, with the exception of approximately 1,300 feet of main on Forest Hill Road between Linden Avenue and Timber Lane. The City desires to replace this portion of existing 6-inch main with new 8-inch main, including new valves, fire hydrants, water services, and pavement resurfacing as part of the Old Elm Road Drainage Improvements project.

**Scope of Services**

The following outlines our proposed scope of services for Amendment No. 1.

1. WATER MAIN DESIGN

- A. TOPOGRAPHIC SURVEY – Perform topographic survey within the Project limits of natural and manmade features along the water main routes to develop base sheets for Project drawings.
- B. MEETING – Conduct one meeting with staff at times during the design of the Project to clarify staff recommendations, design questions, and/or construction methods.
- C. UTILITIES – CONTACTS AND COORDINATION - Conduct a Design Locate with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.
- D. WATER MAIN PLANS – Prepare drawings including existing and proposed alignments of water main, typical water service connections, locations of fire hydrants, typical water service connections, connections to existing water mains, and pavement rehabilitation.
- E. WATER MAIN SPECIFICATIONS – Prepare specifications in compliance with the Illinois Environmental Protection Agency.

- F. ENGINEER'S OPINION OF PROBABLE COST – Prepare summary of quantities and engineer's estimate of probable construction cost.
- G. PEER AND CONSTRUCTABILITY REVIEWS – Perform in-house peer reviews of plans and specifications by senior staff and construction staff.
- H. PERMITS – Submit the design documents to the IEPA for permit to construct, own, and operate the Project.

**Engineering Fee**

The Owner shall pay the Engineer for the services performed or furnished, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel for the additional amount of \$30,000.

Thank you for the opportunity to submit our Proposal for this Project. Upon your written authorization to proceed, we will begin work immediately. Please contact me if you should have any questions or need additional information.

The attached standard terms and conditions apply to this Proposal. If you find this Proposal acceptable, **please sign and return one copy for our files.**

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Sean E. O'Dell, P.E.  
Vice President

Attachment

**CITY OF LAKE FOREST, ILLINOIS**

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

I:\Crystal Lake\LKFTC\170669-LKFTC - Old Elm Rd\Contract\Work\Amendment No.1\170669.40 Proposal - Amendment No. 1.docx

## STANDARD TERMS AND CONDITIONS

**Agreement** - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Owner's Responsibility** - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

**Schedule for Rendering Services** - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

**Invoices and Payments** - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

**Opinion of Probable Construction Costs** - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

**Standards of Performance** - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

**Insurance** - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

**Indemnification and Mutual Waiver** - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

**Termination** - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

**Use of Documents** - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

**Successors, Assigns, and Beneficiaries** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

**Dispute Resolution** - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

**Miscellaneous Provisions** - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.



Area of Request

THE CITY OF LAKE FOREST

ORDINANCE NO. 2018-\_\_\_

AN ORDINANCE GRANTING VARIANCES FROM THE FRONT YARD SETBACK  
REQUIREMENT FOR PROPERTY LOCATED AT 1331 HARLAN LANE

**WHEREAS**, Peter and Caren Skarzynski ("**Owners**") are the owners of that certain real property commonly known as 1331 Harlan Lane, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

**WHEREAS**, the Owners desire to construct improvements, including an open front portico ("**Improvements**") as depicted on the site plans attached hereto as Group Exhibit B ("**Plans**"); and

**WHEREAS**, the Owners submitted an application ("**Application**") requesting approval of a variance from Section 159.082, R-4, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the front yard setback area; and

**WHEREAS**, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on November 27, 2018; 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 open front portico if constructed as proposed, will not alter the essential character of the neighborhood. The proposed front portico, over the existing stoop, is generally in keeping with the character of other homes in the surrounding neighborhood.
2. The conditions upon which the variance request is based are not generally applicable to other properties in the same zoning district throughout the community.
3. The hardship in conforming to the front yard setback is in part due to the fact that a portion of the house is located at the front yard setback. The curving nature of Harlan Lane, adjacent to the property, in part dictated the original siting of the house.
4. The portico, sited as proposed, will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or substantially diminish property values in the area. The proposed front

portico is open in nature with the roof supported only by columns, similar to other front porches along Harlan Lane.

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

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

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

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

**SECTION THREE: Zoning Setback Variance Granted.** Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow an open front portico to be constructed over the existing stoop and no closer than 46 feet to the west (front) property line, consistent with the site plan.

**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 C and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set

forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2018.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

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

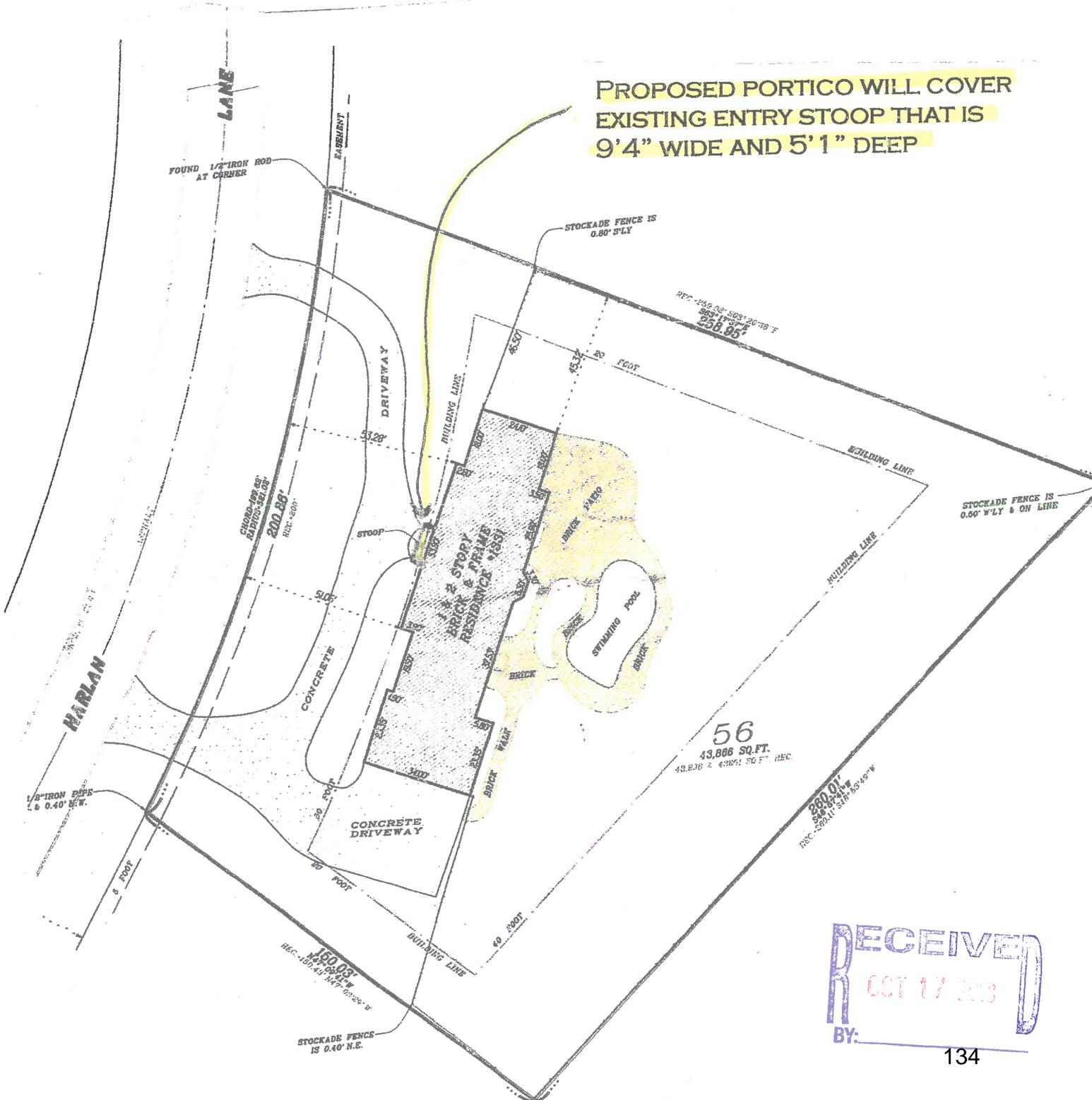
The Plans

SITE PLAN

1331 SOUTH HARLAN LANE, LAKE FOREST

HOMEOWNERS: PETER AND CAREN SKARZYNSKI

PROPOSED PORTICO WILL COVER EXISTING ENTRY STOOP THAT IS 9'4" WIDE AND 5'1" DEEP



RECEIVED  
OCT 17 2013  
BY: \_\_\_\_\_

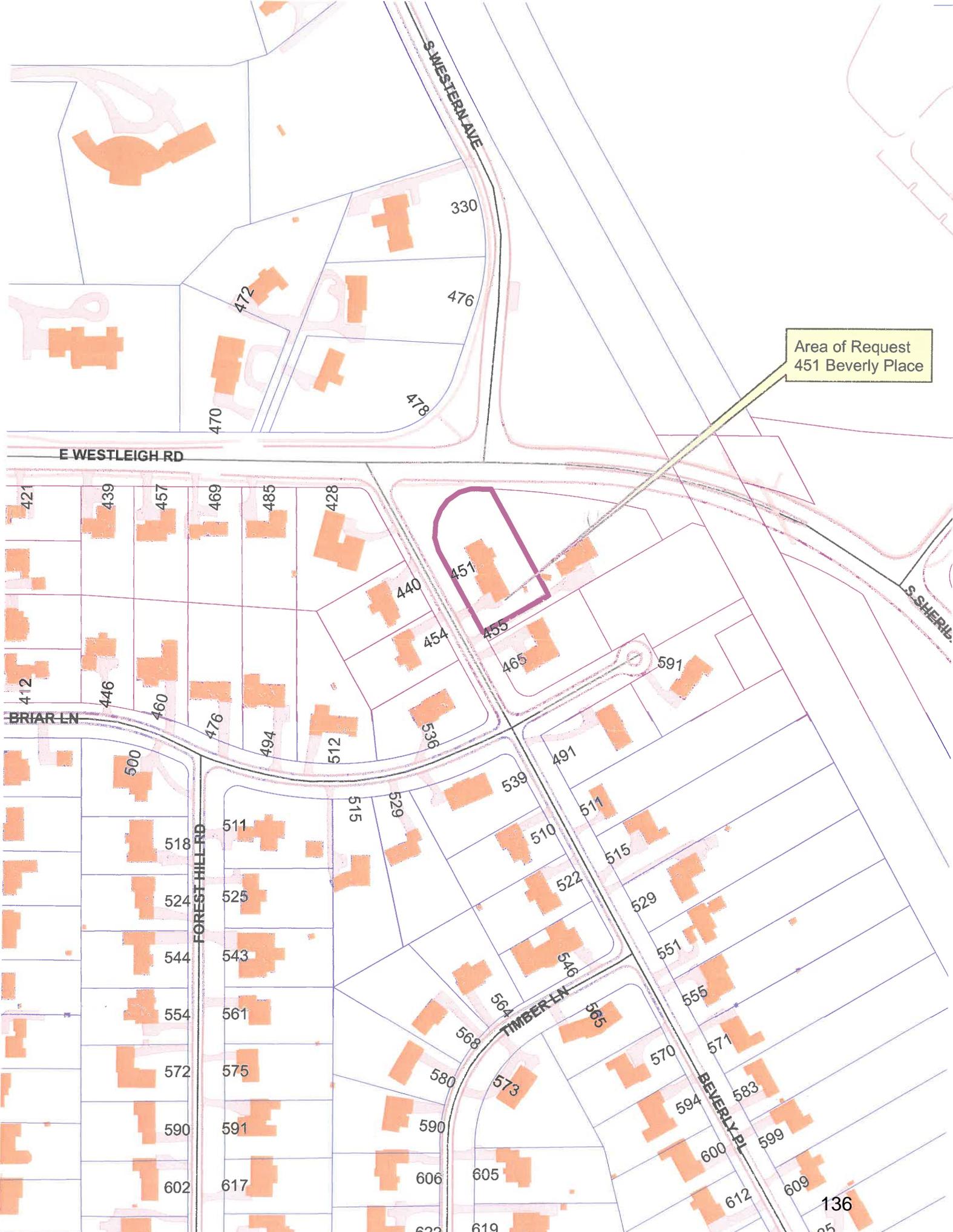
The Plans

PROPOSED PORTICO PHOTOGRAPH

1331 SOUTH HARLAN LANE, LAKE FOREST

HOMEOWNERS: PETER AND CAREN SKARZYNSKI





Area of Request  
451 Beverly Place

THE CITY OF LAKE FOREST

ORDINANCE NO. 2018-\_\_\_

AN ORDINANCE GRANTING A VARIANCE FROM THE REAR YARD SETBACK FOR  
PROPERTY LOCATED AT 451 BEVERLY PLACE

**WHEREAS**, Yvonne Gruby Revocable Trust (Martin and Yvonne Gruby, trustees) ("**Owner**") is the owner of that certain real property commonly known as 451 Beverly Place, 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 construct improvements, including the addition of a third garage bay ("**Improvements**") as depicted on the site plans attached hereto as Group Exhibit B ("**Plans**"); and

**WHEREAS**, the Owner submitted an application ("**Application**") requesting approval of a variance from Section 159.084, R-2, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the rear yard setback; and

**WHEREAS**, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on November 26, 2018; 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 additional garage bay and reconfiguration of the driveway to provide access to the new bay will not alter the essential character of the subject property, the surrounding area or the larger neighborhood in which the property is located. The proposed addition is architecturally compatible with the existing house.
2. The conditions upon which the variance request is based are unique to the property for which the variance is sought, and are not applicable, generally, to other properties in the same zoning classification. The property is located on a corner with one of the streets being a higher volume non-residential street. The property is an extended rectangle and the house was originally sited on the southern portion of the lot to pull the house away from the more heavily traveled street. The southern property line abuts a long driveway which provides access to a house on a lot in depth. Beyond

the driveway, in the garage for the neighboring home. The additional garage bay will not immediately abut the living areas of any neighboring home or yard.

3. The difficulty or hardship in conforming to the requirements of this chapter is the result of the original construction of the house, as approved by the City, on the southern portion of the property, away from the wider and more heavily traveled adjacent street.
4. The proposed variance will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or substantially diminish property values. Significant landscaping exists to screen the proposed garage by from the south and the east.

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

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

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

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

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

**SECTION THREE: Zoning Setback Variance Granted.** Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow a single story, additional garage bay to be constructed no closer than 17'3" to the rear (south) property line.

**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 Owner 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.
- F. Fees and Costs. The Owner shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the 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 C and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2018.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

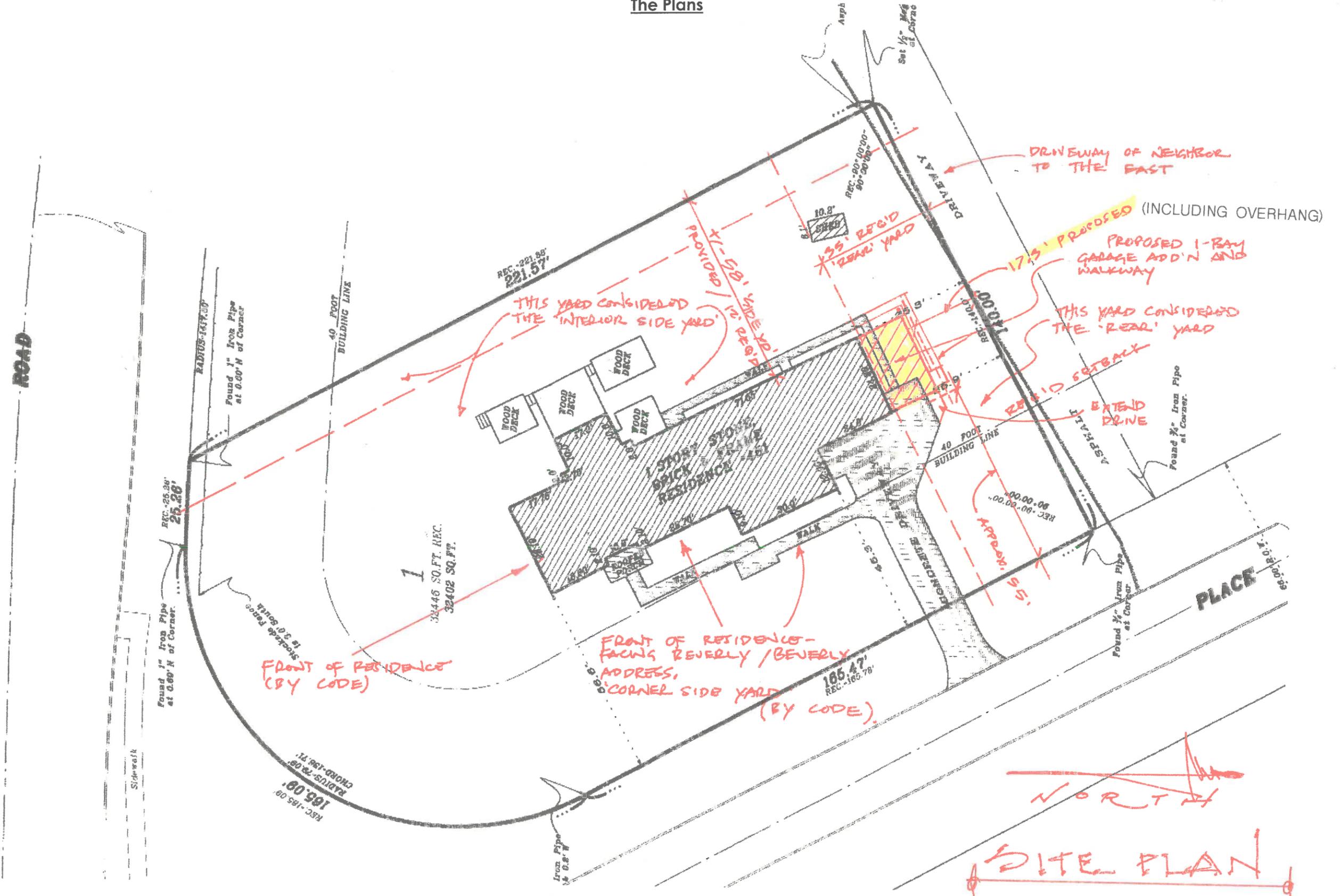
PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

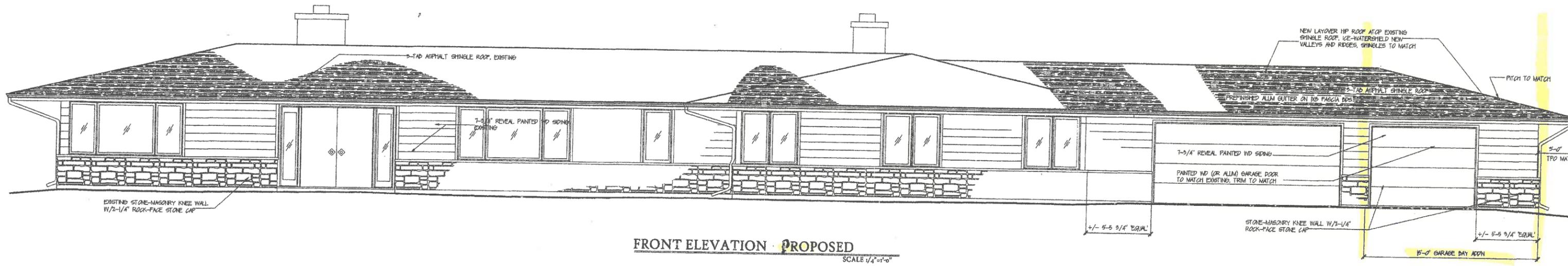
ATTEST:

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

The Plans



The Plans





THE CITY OF LAKE FOREST

ORDINANCE NO. 2018-\_\_

AN ORDINANCE GRANTING VARIANCES FROM THE SIDE YARD SETBACKS FOR  
PROPERTY LOCATED AT 140 E. WESTMINSTER

**WHEREAS**, Kevin and Anne Warnke ("**Owners**") are the owners of that certain real property commonly known as 140 E. Westminster, 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 Owners desire to construct improvements, including a small rear addition, elevated deck and relocated basement access ("**Improvements**") as depicted on the site plans attached hereto as Group Exhibit B ("**Plans**"); and

**WHEREAS**, the Owners submitted an application ("**Application**") requesting approval of variances from Section 159.084, R-2, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the side yard setbacks; and

**WHEREAS**, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on November 26, 2018; 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 setback variances will allow a small expansion of the home in a manner that will not alter the essential character of the home, streetscape or overall neighborhood. The proposed addition will not be visible from the streetscape.
2. The conditions upon which the variances are requested are generally unique to this property and this neighborhood. The area was subdivided and the home constructed prior to the adoption of the Zoning Code. In order to preserve this historic home for the future, considerable investment is required to replace the foundation which will require excavation under the existing modest kitchen and disruption of the rear yard. The required work provides a reasonable opportunity to slightly expand the kitchen to make the home functional for the current owners and attractive to future buyers. These conditions

- together are not generally applicable to other properties in the same zoning district throughout the community.
3. The hardship in conforming to the setback requirements include the application of the R-2 zoning district to the area after the house was constructed and after the property was created through a subdivision approved by the City.
  4. The construction permitted by the requested variances will not impair light or ventilation to adjacent properties to any greater extent than exists today, increase congestion, endanger public safety, or diminish property values. Overall, updating, repairing and enhancing this small home will help to preserve and protect its value and will not substantially impair the value of surrounding properties.

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 a small rear addition to be constructed no closer than 3' 3" to the west property line and no closer than 8' to the east property line, consistent with the site plan submitted to the Board.

**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.
- 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 C and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2018.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

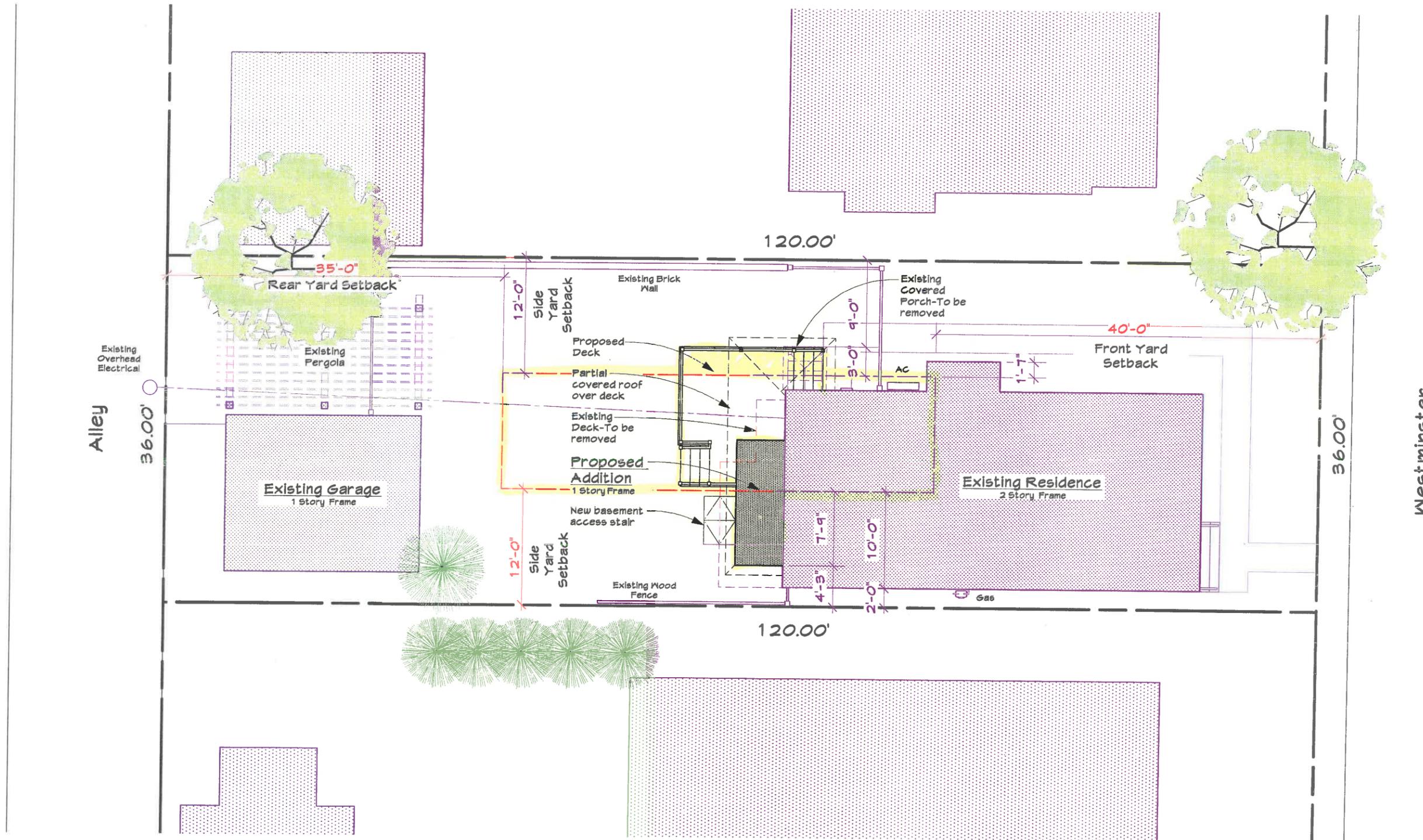
PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

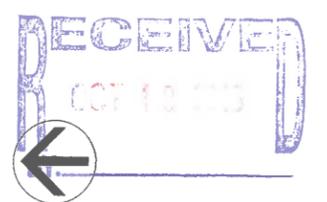
ATTEST:

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

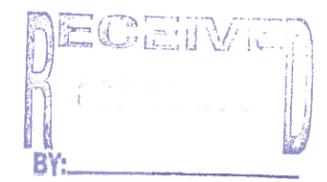
The Plans



Westminster



The Plans



The Plans



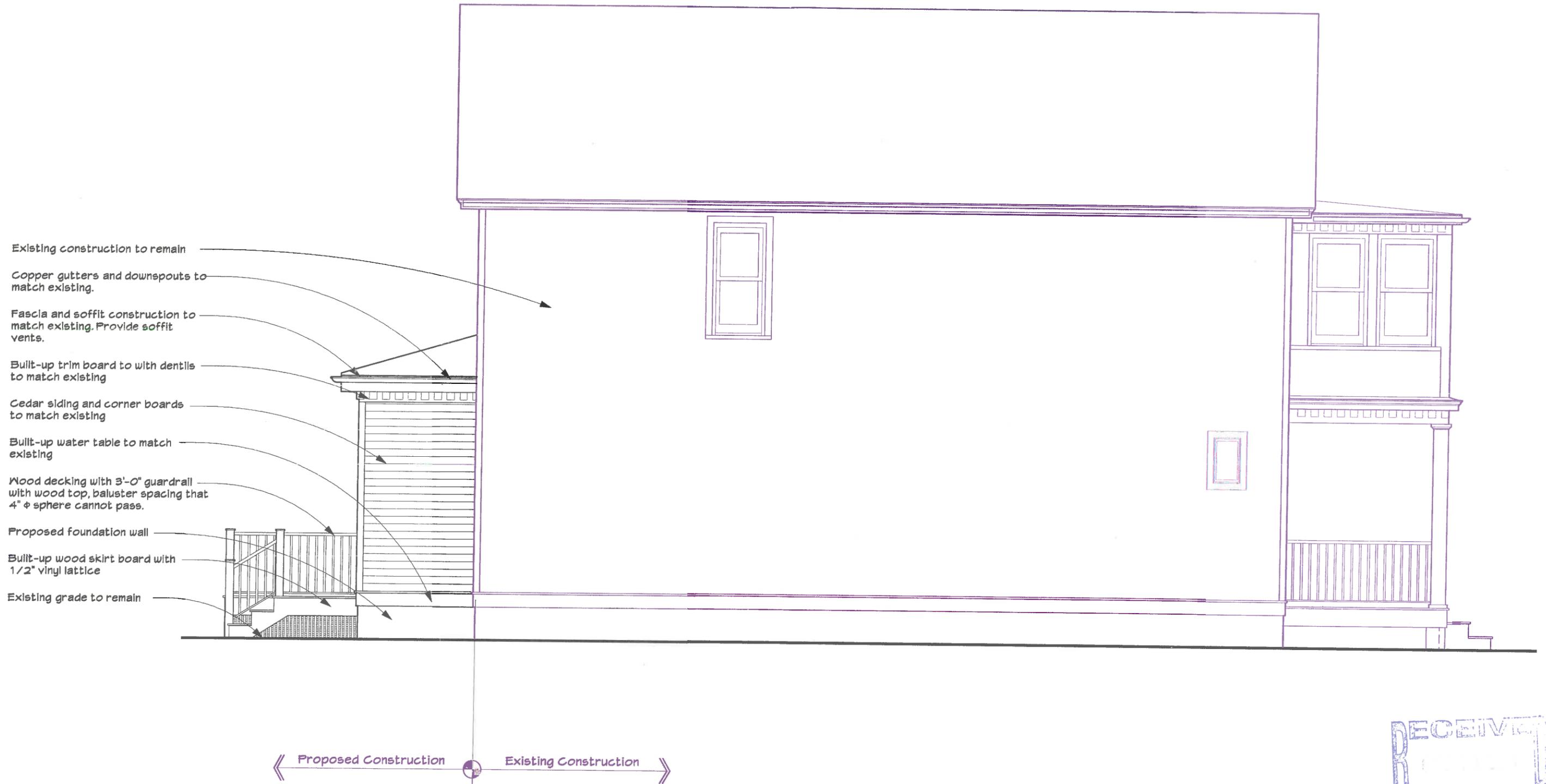
RECEIVED  
 BY: \_\_\_\_\_

The Plans



RECEIVED  
 BY: \_\_\_\_\_

The Plans



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 BY: \_\_\_\_\_



**A Resolution**  
**Naming the Patio at Deerpath Golf Club**  
**in Honor of Robert R. Kiely, Jr**

**WHEREAS**, Robert R. Kiely Jr., will have served the City of Lake Forest from November 1990 to January 2019; and

**WHEREAS**, the City of Lake Forest has celebrated a large number of significant accomplishments occurring during Mr. Kiely's tenure; and

**WHEREAS**, Mr. Kiely recognized the community benefits of a Municipal Public Golf Course; and

**WHEREAS**, Mr. Kiely has worked with City Council and Staff to accommodate the regional demand for increased and improved services, as well as the substantial modernization of the Course; and

**WHEREAS**, the City of Lake Forest City Council has determined that it is highly appropriate for the City to recognize the decades of Mr. Kiely's unparalleled service, leadership and contributions under his supervision;

**NOW THEREFORE BE IT RESOLVED** that for his legacy of leadership in the City of Lake Forest, that the Deerpath Golf Course Club House Patio shall be named and shall hereafter be referred to as the "Bob Kiely Patio".

**BE IT FURTHER RESOLVED THAT** the City Council offers its sincere appreciation to Robert R. Kiely Jr., and wishes many celebrations on the "Patio" ; and ask that the City Clerk be, and is hereby directed to give a copy of this resolution, duly signed by the Mayor to Robert R. Kiely Jr., with a copy to be included in the official minutes of the December 3, 2018 meeting of the Lake Forest City Council.

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Robert TE Lansing, Mayor

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Margaret Boyer, City Clerk