

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

Honorable Mayor, George Pandaleon

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

CALL TO ORDER AND ROLL CALL immediately following Finance Committee Meeting

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

- A. Friends of Parks and Recreation Fourth of July Celebration Recap
 - Rick Amos, Fireworks and Festival Chair and Sally Swarthout, Director of Parks & Recreation

2. COMMENTS BY CITY MANAGER

- A. Community Spotlight
 - Lake Forest Open Lands
 - John Sentell, President

- B. Update on Hughes Gateway/North Beach Access Road
 - Sally Swarthout, Director of Parks & Recreation and
 - Michael Thomas, Director of Public Works

3. COMMITTEE REPORTS

HOUSING TRUST FUND BOARD

- A. Consideration of Recommendations from the Housing Trust Fund Board.
(Consideration of Motions)

*PRESENTED BY: Donald P. Schoenheider, Chairman, Housing Trust Fund Board
STAFF CONTACT: Catherine Czerniak, Director of Community Development (810-3504)*

PURPOSE AND ACTION REQUESTED: The City's Housing Trust Fund Board voted unanimously to forward recommendations to the City Council in support of two affordable housing initiatives.

1. Continuation of the acquisition, rehabilitation and sale of existing single family homes to income qualified families through a partnership with Community Partners for Affordable Housing (CPAH).
2. Construction of Senior Cottages at Grove Campus in partnership with the Lake Forest/Lake Bluff Senior Resources Commission, the Lake Forest-Lake Bluff Senior Citizens' Foundation, CPAH and potentially, other partners.

BACKGROUND/DISCUSSION

Home Acquisition Program

In May, 2011, the City of Lake Forest, in collaboration with CPAH, a non-profit land trust, established a program to use existing homes as one way to help meet the housing needs of Lake Forest residents; seniors, families in transition and employees of local institutions and businesses. Through this program, modest homes that are on the market, going through a short sale process, or in foreclosure are acquired through a combination of funds from the City's Housing Trust Fund and grants or tax credits secured by CPAH.

Once homes are purchased, CPAH manages the rehabilitation process which often involves community volunteer efforts. The homes are then marketed and sold to income qualified families. Because CPAH is a land trust, the ownership of the land underneath the homes remains with the land trust and as a result, a permanent inventory of affordable housing is established. The homes remain affordable for future buyers. In addition to building the City's affordable housing stock through this program, homes and neighborhoods are improved by rehabilitating and upgrading properties that in some cases have suffered from deferred maintenance.

To date, through this program, eight single family homes have been acquired, seven have been rehabilitated, and work on the eighth house is currently underway. Six of the homes have been sold to income qualified families and the sale of the two homes most recently acquired is pending. The acquisition and rehabilitation occur in accordance with the City's agreement with CPAH as previously approved and extended by the City Council.

The Housing Trust Fund Board voted unanimously to recommend continuation of the partnership with CPAH and funding in the amount of \$330,000 to support the acquisition of two additional homes over the next 24 months. The terms of the agreement will remain the same with the exception of date changes. The agreement is included in the Council packet beginning on **page 29**.

The recommended funding will be allocated as follows:

- Contributions of \$150,000 per house to support the purchase of two additional houses which will remain as affordable homes in perpetuity with the ground leases held by CPAH.
- A service fee paid to CPAH for work related to the acquisition, rehabilitation, marketing, sale and oversight of the homes in the amount of \$15,000 per home.

Senior Cottages

In September, 2018, representatives of the Senior Resources Commission presented a concept to the Housing Trust Fund Board for construction of "Senior Cottages" on the City owned Grove Campus, in the area just north of Dickinson Hall. The concept was discussed and refined over the course of many months, at numerous meetings. The cottages would be

generally modeled on the five senior cottages located on Conway Road which were constructed on land owned by the City in the early 2000's through the efforts of a foundation formed by local residents. Today, the existing cottages are in the ownership of CPAH and are a successful model for senior rental housing.

Grove Campus has long been discussed as a potential location for senior housing and under the recent leadership of the Senior Resources Commission, the time appears right to pursue this initiative through a partnership with various parties. From the start of the discussions, the Housing Trust Fund Board emphasized that having CPAH play a key role in a new senior cottages development would be essential. CPAH is now fully engaged and enthusiastic about the potential project and willing to provide expertise in seeking grants and tax credits to support the project, guide and manage the construction of the homes and ultimately, take ownership of the units once constructed.

Representatives of the Senior Resources Commission, in addition to requesting financial support for the project from the City's Housing Trust Fund, have been successful in obtaining a commitment for a contribution to the project from the Lake Forest – Lake Bluff Senior Citizens' Foundation in the amount of \$350,000. At least one grant has also been secured by a representative of the Commission to date and further grant opportunities are being pursued. Additional support for the project could come from pro bono participation by professionals, contractors and vendors in the development field. A preliminary, high level estimate for a five cottage project is \$1,764,000. Cost efficiencies are being explored at the direction of the Housing Trust Fund Board.

The concept for the project at this initial stage is for five to twelve small senior cottage units to be clustered in a small area north of Dickinson Hall. A transfer of the land on which the cottages are to be located from the City to CPAH will be necessary in order to meet the requirements of available grants. Various steps and due diligence would be necessary prior to any land transfer and a mechanism to assure that if the cottages ever ceased to exist, the parcel would revert back to the City would need to be explored. The units would likely be attached; duplexes or townhomes. Lessons learned from the original senior cottages will help to guide decisions about unit size, layout, design and detailing.

Importantly, commitments from the City and others need to be in place in order for CPAH to apply for significant grants and tax credits. Without those funds, the project would not move forward. So, although the expenditure of funds would likely be minimal this fiscal year, Council authorization is needed at this time. In support of Senior Cottages at Grove Campus, the Housing Trust Fund Board unanimously recommended the following:

- Authorize the expenditure of up to \$350,000 from the Housing Trust Fund to support Senior Cottages at Grove Campus contingent upon financial participation by other partners and the securing of grants and/or tax credits.
- Indicate support for exploration of a transfer of a small parcel of land at Grove Campus to support the cottages and authorize due diligence including, but not limited to a Phase 1 Environmental Assessment and an appraisal once the limits of the parcel are specifically defined. (Further Council review and action would be required prior to any actual transfer of land and a subdivision would need to be considered through the normal subdivision process by the Plan Commission.)

The purpose of the HTF is to provide financial resources to further the City's goal of providing a diversity of housing types in the community. These funds are restricted to affordable housing initiatives. The current unencumbered balance in the fund is \$1,067,049.

FY2020 Funding Source	Amount Budgeted for FY2020	Amount Requested	Budgeted? Y/N
Housing Trust Fund	\$200,000	Spending authority up to \$330,000	Partially*
Housing Trust Fund	0	Spending authority up to \$350,000	No

* The remaining amount will be included in the FY2021 budget since the agreement is for a 24-month period or will be included in a supplemental budget.

COUNCIL ACTION: If desired by the City Council:

Approve a motion 1) directing the City Manager to update and extend the agreement with Community Partners for Affordable Housing and 2) authorize expenditures in an amount not to exceed \$330,000 for the purchase and rehabilitation of two additional single family homes over a period of 24 months from the date of the agreement.

AND

Approve a motion in support of the construction of five to twelve Senior Cottages at Grove Campus and 1) authorize a contribution of up to \$350,000 from the Housing Trust Fund contingent on the participation of other partners, grants and project support from other sources and 2) indicate general support for transferring a parcel of land at Grove Campus for the Senior Cottages and authorize appropriate due diligence to be completed in preparation for future Council action on the land transfer.

FINANCE COMMITTEE

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

Open Public Hearing

Mayor Pandaleon

Close Public Hearing

1. Consideration of the Annual Appropriation Ordinance for FY2020 and Approval of Rollovers (*Final Reading – Public Hearing Required*)

PRESENTED BY: Diane Hall, Assistant Finance Director (847-810-3614)

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

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

There are some differences between the budget and Appropriation Ordinance. The Appropriation Ordinance includes the Library, which was not included in the budget approved at the April 15, 2019, City Council meeting. The Library expenses are approved by the Library Board. Debt service payments are included in the budget, but are excluded from the Appropriation Ordinance. The ordinances approving the debt issues serve as the legal authorization for these annual expenditures.

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

In order to provide more accurate and efficient accounting and budgeting of City funds, an annual rollover of funds is required. This eliminates both under and over budgeting of funds in the new fiscal year and is a widely used standard practice for many municipal governments. The items on the attached rollover list (**page 42**) consist of projects that were appropriated in FY2019 and will not be completed until FY2020.

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

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	6/17/19	First Reading of the appropriations ordinance and rollovers granted

City Council	4/15/19	Adoption of the FY20 Comprehensive Fiscal Plan.
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BUDGET/FISCAL IMPACT: The attached Appropriation Ordinance Worksheet (**page 44**) demonstrates the reconciliation of the Adopted Budget to the Appropriation Ordinance by fund.

COUNCIL ACTION: Conduct a public hearing on the City's FY2020 Annual Appropriation Ordinance. Upon closing the public hearing, it is recommended that the City Council consider approval of the final reading of the Ordinance (page 45) and the rollovers. A copy of the ordinance is available for review by the public in the City Clerk's office.

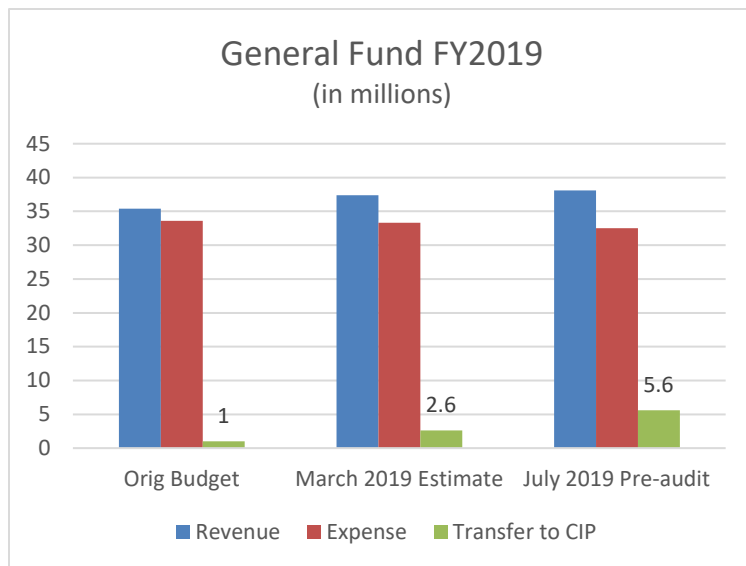
2. Approval of an additional \$3 million transfer in FY2019 from the General Fund to the Capital Improvements Fund

PRESENTED BY: *James Morris, City Council Finance Committee Chair*
STAFF CONTACT: *Elizabeth Holleb, Finance Director (847-810-3614)*

PURPOSE AND ACTION REQUESTED: Staff requests City Council approval of an additional transfer of \$3,000,000 from the General Fund to the Capital Improvements Fund in FY2019. This transfer is recommended due to one-time revenues exceeding budget projections and expense savings for the recently completed fiscal year. Allocation of these monies to specific purposes would be considered at a future meeting of the City Council Finance Committee.

BACKGROUND/DISCUSSION: The General Fund is used to account for the majority of personnel and operating costs of the City. Historically, the City strives to transfer operating budget surpluses in the General Fund to the Capital Improvement Fund to supplement the City's Five-Year Capital Improvement Program. In recent years, the City Council has elected to increase General Fund reserves in order to insulate the City against potential budget impacts of the State's fiscal crisis. With General Fund reserves now well above the City's minimum threshold (35% of revenue), the City Council recently took action to increase the FY19 and FY20 General Fund transfers to the Capital Improvements Fund.

As of June 30, the Finance Department has completed entries to close out the 2019 fiscal year and prepare for the independent financial audit that begins July 8. At the July 1, 2019 City Council workshop, staff reported that the FY2019 budget surplus of the General Fund exceeded estimates prepared in March 2019:



With General Fund reserves healthy and capital projects exceeding available funding, staff recommends that the City Council authorize an additional \$3.0 million in FY2019 General Fund operating surplus to be transferred to the Capital Improvements Fund. Discussion regarding the allocation of these funds to specific purposes or projects would occur at a later date.

Why did the City end up having this additional money?

The original FY19 General Fund budget projected a \$1.8 million surplus with \$1 million of that to be transferred to the capital fund. The current projection is a \$5.6 million surplus for FY19. Significant contributors to the additional \$3.8 million surplus include:

Description	FY19 Budget Variance	One-Time or Ongoing?
Building Permit Revenue	\$1.1 million	One-Time
Interest Income	\$.5 million	Rising Interest Rates
Income Tax Distributions from State	\$.4 million	Ongoing; State action could impact
Personnel Vacancy Savings	\$.5 million (net)	
Other Expense Savings	\$.8 million (net)	

The proposed additional transfer would allocate the entire \$5.6 million FY19 surplus. The General Fund balance would remain at its 4/30/18 level of \$28.3 million. With FY2020 General Fund revenue budgeted at \$36.6 million, the minimum fund balance per City policy would be \$14.5 million (35% of revenue, plus compensated absences liability and non-spendable fund balance). The 4/30/19 fund balance of \$28.3 million is 77.4% of projected FY2020 revenue, ensuring that the City has sufficient reserves to address any State impacts or unanticipated expenses.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council Workshop	7/1/19	Discussion of proposed additional transfer.
City Council	4/15/19	Approval of FY20 Comprehensive Fiscal Plan.
Finance Committee	3/11/19	FY20 Budget Workshop – direction to increase FY19 transfer to \$2.6 million based on revised forecasts.

BUDGET/FISCAL IMPACT: This action would result in \$3 million in one-time General Fund revenue and FY19 expense savings to be transferred to the Capital Improvement Fund. Allocation of the funds to specific purposes/projects would occur at a future meeting. General Fund reserves are projected to remain at 4/30/18 levels which are sufficient to address any actions by the State that negatively impact the City's budget.

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
General Fund	n/a	\$3,000,000	N

The additional transfer is not budgeted, but does not require a supplemental appropriation ordinance. It will be funded from one-time revenue and expense savings in FY2019. Funding additional capital improvements from reserves has a positive impact for the community without incurring debt financing costs.

COUNCIL ACTION: Approval of an additional \$3 million transfer in FY2019 from the General Fund to the Capital Improvements Fund.

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

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. Approval of the June 3, 2019 City Council Meeting Minutes

A copy of the minutes can be found beginning on **page 58**.

COUNCIL ACTION: Approval of the June 3, 2019 City Council Meeting Minutes.

2. Approval of the June 17, 2019 City Council Meeting Minutes

A copy of the minutes can be found beginning on **page 63**.

COUNCIL ACTION: Approval of the June 17, 2019 City Council Meeting Minutes.

3. Approval of the July 1, 2019 City Council Workshop Meeting Minutes

A copy of the minutes can be found beginning on **page 67**.

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

4. Approval of the Check Register for May 25 – June 21, 2019

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

BACKGROUND/DISCUSSION: City Code Section 38.02 sets forth payment procedures of the City. The Director of Finance is to prepare a monthly summary of all warrants to be drawn on

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

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

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

Check Register for May 25 - June 21, 2019

	Fund	Invoice	Payroll	Total
101	General	491,704	1,574,407	2,066,111
501	Water & Sewer	331,726	204,726	536,453
220	Parks & Recreation	170,393	462,882	633,275
311	Capital Improvements	1,543,197	0	1,543,197
202	Motor Fuel Tax	0	0	0
230	Cemetery	40,606	34,800	75,407
210	Senior Resources	13,254	28,638	41,892
510	Deerpath Golf Course	82,370	3,062	85,432
601	Fleet	95,534	55,281	150,814
416 - 433	Debt Funds	601,364	0	601,364
248	Housing Trust	0	0	0
201	Park & Public Land	0	0	0
	All other Funds	903,353	183,822	1,087,174
		\$4,273,501	\$2,547,618	\$6,821,119

Included within "All other Funds" is \$323,546 in Water Capital Improvements and \$354,288 in Medical/Dental program expenditures.

COUNCIL ACTION: Approval of the Check Register for May 25 – June 21, 2019

5. Approval of a Three-Year Contract Extension with Lake Forest Bank and Trust for Banking Services

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

PURPOSE AND ACTION REQUESTED: Staff requests approval of a three-year contract extension with Lake Forest Bank and Trust for banking services.

BACKGROUND/DISCUSSION: In September 2014, the Finance Department issued a Request for Proposals for Banking Services. The City received three (3) banking proposals. A review of the proposals was conducted and two (2) finalists were invited to participate in interviews. As a result of proposal reviews, interviews conducted, reference checks and clarification regarding fees proposed, the review committee unanimously recommended Lake Forest Bank and Trust for banking services. City Council approved a three-year agreement, with an optional two-year renewal option. In November of 2017, the City Council granted the two-year extension which runs through December 31, 2019.

The City has enjoyed a mutually beneficial banking relationship with Lake Forest Bank and Trust (LFBT) for twenty-four (24) years. In addition to a satisfaction with services currently provided, LFBT offered the most favorable pricing for banking services of the three proposals received in 2014:

Bank:	Total Est. Annual Cost
Lake Forest Bank & Trust	\$8,888
First Midwest	\$28,282
BMO Harris	\$34,616

Lake Forest Bank and Trust has graciously offered to extend the agreement for an additional three years with no changes in the current agreement **(page 69)**.

Based on a survey of other communities, there is no reason to believe a new RFP process would yield different results than 2014. Lake Forest Bank and Trust values the mutually beneficial relationship and is an excellent community partner offering the City a very high level of service with extremely low fees. In addition, the earnings rate on the City's deposits is higher than other options available to the City.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	11/20/17	Approved two-year contract extension.
City Council	12/1/14	Approved three-year agreement with option to renew for two additional years.

BUDGET/FISCAL IMPACT:

Has City staff obtained competitive pricing for the proposed goods/services? **YES**

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Water Fund	\$6,000	\$6,000	Y
General Fund	\$2,000	\$2,000	Y

The \$6,000 cost of banking services is for lockbox services related to water bills and will be charged to the Water Fund. Other services will be charged to the Non-departmental budget in the General Fund.

COUNCIL ACTION: It is recommended that the City Council approve a three-year contract extension with Lake Forest Bank and Trust for banking services.

6. Award of Contract with TKB Associates to Purchase Software and Services for an Electronic Content Management System as Budgeted in FY20 Capital Plan

STAFF CONTACT: *Joseph Gabanski, Assistant Director of IT (847-810-3591)*

PURPOSE AND ACTION REQUESTED: Staff requests approval to expend capital funds and award a contract with TKB Associates for implementation services and software for City usage for Laserfiche Electronic Content Management (ECM) system.

BACKGROUND/DISCUSSION: The City's current ECM system is over 20 years old and will no longer be supported by its vendor at the end of December 2019. The current system is no longer being leveraged by many City staff due to challenges in usability, document coding, and limited search capabilities. Due to inherent challenges in the limited functionality and usability of the current system, City departments have developed many manual and paper-based processes to provide additional support for their operations. Seeing the impending end of life of the current systems and the need to create efficiencies for departments through ease/automation of electronic content input, the IT Division began to investigate a comprehensive solution to meet business needs. A City selection committee with representatives from each operating department participated at all stages of the selection process.

PROJECT REVIEW/RECOMMENDATIONS:

Milestone	Date	Comments
RFP Issuance	04/12/2019	
Vendor Proposals Submitted	05/17/2019	Eleven Vendors Submitted Proposals. Received & Reviewed
System Demonstrations	06/11/2019 - 06/12/2019	Review & Recommendation by City Selection Committee

BUDGET/FISCAL IMPACT: The total project expense reflects all systems' software licensing, data conversion, installation, staff training, and maintenance services. A 5% contingency is desired to address minor items encountered during implementation.

This project was identified as a FY20 Capital project funded via the Capital Improvements Fund and the process to date complies fully with the IT Capital Five Year Plan and City's purchasing policies.

Has City staff obtained competitive pricing for proposed goods/services? **Yes**

The following is the summary chart of the finalists proposal costs.

Proposer Finalists	Overall Proposed Cost	Total Cost of Ownership 10 Years
Impact Networking	109,705.00	303,133.00
TKB Associates	97,090.00	217,915.00
Konica Minolta	106,050.00	185,174.00

Full vendor scoring table included on **page 70**.

Below is an estimated summary of Project budget:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Improvement Fund	\$120,000	\$101,945	Y

CURRENT PROJECT MILESTONE: Based on City Selection Committee's review and scoring of proposals and demonstrations, staff's recommended vendor is TKB Associates for Laserfiche Avante ECM system. Reference checks of similar complexity projects that TKB Associates has completed recently with the solutions proposed have been favorable.

City staff has worked with the vendor to confirm costs and ensure that the specific scope of software, implementation, training, and on-going services is clearly documented. In their proposal, TKB Associates has provided an outline of the implementation timing and other operational details that is anticipated to occur. If approved, staff will work with TKB Associates to ensure proper project planning methodology is adhered to for a successful implementation.

The following is a list of the features included in the proposed system that will allow us to meet the City's business needs:

- The new Electronic Content Management system will increase efficiencies by providing functionality for improved workflows for document and content management.
- The system will provide functionality to streamline data retention and enforce data retention policies.
- The system promotes the ability to organize and search for content in a more efficient manner.

COUNCIL ACTION: Award of Contract with TKB Associates to Purchase Software and Services for an Electronic Content Management System as Budgeted in FY20 Capital Plan

- 7. Approve Use of the Remaining \$170,460 Water Plant Project Contingency for a Three-Year Extended Performance Warranty with GE/Suez (Year 1 & 2 Paid from Project Contingency of \$64,000), Analysis & Oversight of Said Warranty with Design Engineer Strand Associates (\$16,750), Extension of a Driveway Concrete Wall with Shroeder Concrete (\$32,000), and Driveway Resurfacing with Schroeder Asphalt (\$65,000)**

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

PURPOSE AND ACTION REQUESTED: The Public Works Committee and City staff are recommending City Council approve use of the remaining \$170,460 Water Plant Project Contingency for the following items: First, a three-year extended performance warranty with GE/Suez (year 1 & 2's cost of \$64,000 would be paid via the project contingency; year three's \$36,000 would be budgeted in the annual water fund C.I.P. budget). Additionally, analysis and oversight of said warranty with design engineer Strand Associates for \$16,750. Third, an extension of the water plant's driveway concrete wall with Shroeder Concrete in the amount of \$32,000. Finally, resurfacing of the water plant's driveway with Schroeder Asphalt in the amount of \$65,000. The total dollar amount requested exceeds the available \$170,460 contingency by \$7,290. Staff is recommending that this overage be paid via the water plant's operating budget.

BACKGROUND/DISCUSSION: In May, 2014, the City received a letter from its filter supplier (Aquasource) stating that the company would no longer be producing the filters used in the City's water plant. Receipt of this notice prompted a very detailed analysis of multiple alternatives the City evaluated in order to determine the appropriate solution for the WTP moving forward. The Public Works Committee and the City Council began this comprehensive analysis in June, 2014. The process was an extensive, critical examination of the various options ranging from purchasing water from neighboring communities, privatizing the entire operation, and selecting another filter membrane manufacturer. Over the next several years, after many meetings and special workshops, in February 2016, City Council decided to proceed with the design and installation of a new membrane filtration system with a 14 million-gallon-per-day capacity. City Council awarded the total GE-Zenon Contract for \$2,398,000 on February 1, 2016 (approximately two years ago GE-Zenon was acquired by Suez Water Technologies & Solutions). In just over a year's time, on April 17, 2017, City Council awarded the 2017 WTP Improvement Project to Joseph J. Henderson (Contract 2-2017) for \$8,818,000. Construction began in the summer of 2017 and ended in early June 2019. Overall, the entire project went very smoothly with no major issues to report.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	6/11/19	Reviewed & Recommended City Council Approval

BUDGET/FISCAL IMPACT: Staff is requesting use of the remaining \$170,460 contingency funding from the WTP Improvement Project on GE/Suez performance warranty along with other needed improvements at the plant. The chart below provides an overview of the project budget to show the remaining funding available after final project closeout is completed in early FY20.

	CC Awarded 2017	Spent To Date	FY 20 to Spend	Total Remaining
JJH	\$8,818,000.00	(\$8,818,000.00)	(\$35,850.69)	
Strand	\$570,000.00	(\$570,000.00)	(\$14,970.00)	

Contingency	\$441,000.00	(\$219,719.26)		\$221,280.74
Totals	\$9,829,000.00	(\$9,607,719.26)	(\$50,820.69)	\$170,460.05

Has City staff obtained competitive pricing for proposed goods/services? **No**
Staff recommends City Council approval of change orders pursuant to Administrative Directive 3-5, Section 5.10D to items previously approved by City Council.

The following chart lists the improvements staff is requesting to accomplish by reallocating the remaining contingency funds.

FY20 Remaining Contingency	\$170,460	Description
GE/Suez	(\$64,000)	Contract 2-2015 Warranty Services (Post Construction). (City Council 4/17/17)
Strand	(\$16,750)	Assistance to City Membrane System Long Term Performance Test Demonstrations (2) and review of monthly operational data. (City Council 4/17/17)
Asphalt Driveway	(\$65,000)	To replace an asphalt driveway that has seen significant deterioration due to weather and construction over the last 15 years. If not completed with the current City contract it will be added to CIP for FY21. (City Council 3/4/19)
Concrete Wall	(\$32,000)	2018 Repairs to a Break wall cave-in along the shoreline. Cost prohibited completing the project. The concrete work will be completed using this year's award of bid concrete contract. (City Council 3/18/19)
Total Remaining	(\$7,290)	The Operating Budget will be used to cover the \$7,300.00 overage for the concrete project.

The GE/Suez services listed above meets the first installment of \$64,000 to the total \$100,000 contract obligation for the extended performance warranty that was included in the 2016 award of contract for the new membrane system design and installation. The second installment of \$36,000 will be due in FY21. The performance warranty services were purposely left for payment after final project completion to guarantee membrane performance testing during the first two years of operation and to include a monitoring service that provides weekly reports from GE/Suez which are reviewed by Strand Associates and plant staff. Lastly, as part of the warranty a 24/7 technical support center is available for staff to call on when needed.

In 2018 emergency repairs were needed along the iron sheet piling that protects the south side of the Intake Well. Frequent heavy rains and rising lake levels washed out a large area behind the piling and caused a large area to be undermined and to eventually collapse. A new storm line and basin were installed by the Water & Sewer Section and a new concrete wall was installed to help guard against the wave and protect the Drive. This project was only partially completed due to its size. Use of remaining contingency funds under the current 2019 Concrete Curb and Sidewalk Contract will complete this project and prevent future

washout of the private beach to the south of the Water Plant as well as give added protection to the high waves during storms.

The asphalt drive and parking lot for the Water Plant was showing signs of deterioration in 2015 and spot patching was completed in house by the Streets Department. The traffic from the project contributed to greater deterioration and the Ravine Repair project will also add to the wear. Using some of the remaining Contingency Funds to replace the driveway and parking lot under the current approved asphalt contract will avoid needing to add this project to FY 2021 Capital Improvements Budget.

Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Water Capital Fund	\$170,460	\$170,460	Y

COUNCIL ACTION: Approve Use of the Remaining \$170,460 Water Plant Project Contingency for a Three-Year Extended Performance Warranty with GE/Suez (Year 1 & 2 Paid from Project Contingency of \$64,000; Year 3 of \$36,000 to be Paid via Water Fund C.I.P.), Analysis & Oversight of Said Warranty with Design Engineer Strand Associates (\$16,750), Extension of a Driveway Concrete Wall with Shroeder Concrete (\$32,000), and Driveway Resurfacing with Schroeder Asphalt (\$65,000). The \$7,290 overage would be paid via the Water Plant's operating budget.

8. Approval of a Contract with Baxter & Woodman Consulting Engineers to Provide Phase I Engineering Design Services for the Waukegan Road and Westleigh Intersection Improvements Project in an Amount not to Exceed \$75,000

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

PURPOSE AND ACTION REQUESTED: Staff is requesting City Council approval to enter into an agreement with Baxter & Woodman to perform Professional Design Services for the Waukegan Road and Westleigh Intersection Improvements Project.

BACKGROUND/DISCUSSION: A design for the intersection improvements was originally completed by Baxter & Woodman in 2010. The proposed improvements will increase the traffic flow and safety at this intersection by widening the roadway, constructing dedicated left and right turn lanes and adding pedestrian signals, cross-walks, sidewalks, and ADA accessible curb ramps. The proposed improvements along Waukegan Road (IL 43) include installing a dedicated left-turn lane for the northbound traffic and a dedicated right and left-turn lane for the southbound traffic. Along Westleigh Road, a dedicated left-turn lane will be installed for both eastbound and westbound traffic. The existing traffic signals at this intersection will also be upgraded to accommodate the additional dedicated turning lanes. Pedestrian safety will be improved by installing pedestrian signals along the north, east, and westerly leg of the intersection, currently only the southern leg of the intersection has a pedestrian signal. Cross-walks and ADA accessible curb ramps will also be installed throughout the intersection. The construction cost estimate is \$1,895,000.

At that time of the initial design, it was anticipated that construction would be paid for with State and City dollars with no federal funding. When the State funding did not materialize the project was put on hold; two submissions were made for Congestion Mitigation/Air Quality (CMAQ) grants but were not successful.

In January 2020, a call for submissions will be released for federal Surface Transportation Program (STP) grant funding via the Lake County Council of Mayors. In order to be eligible for this funding a project must have a Phase I design submitted to IDOT for final review. The original 2010 design, while substantially complete, must be updated/augmented to conform to federal funding requirements prior to submission, this update will include:

- Preparation of a drainage report, this was not a requirement for local funding
- Design modifications to include the most current highway and ADA standards
- Preparation of a current Accident Analysis/Countermeasures Report
- Preparation of an Environmental Survey Request for biological, cultural and special waste clearances per federal requirements
- Preparation of a Project Development Report in accordance with federal procedures
- Preparation of an updated Estimate of Probable Cost

If this project is selected for STP funding, federal dollars can be used for the needed Phase II design update (estimated at \$75,000), construction and construction engineering in an 80% federal/20% local funding formula.

A copy of the engineering services fee proposal can be found on page 71.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	6/11/19	Reviewed, recommended for approval

BUDGET/FISCAL IMPACT:

Has City staff obtained competitive pricing for proposed goods/services? No

The Public Works Department is seeking an exception from Administrative Directive 3-5, Section 9.1J – Professional Services Existing Relationship.

Below is an estimated summary of Project budget:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund 311-3703-466-6626	\$60,000	\$75,000	Y

COUNCIL ACTION: Approval of a contract with Baxter & Woodman Consulting Engineers to provide Phase I engineering design services for the Waukegan Road and Westleigh Intersection Improvements Project in an amount not to exceed \$75,000.

9. Request City Council Approval for a Five-Year Extension of the Current Landfill Disposal Fee Agreement with Advanced Disposal

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

PURPOSE AND ACTION REQUESTED: Staff is requesting City Council approval of a five-year extension of the current landfill disposal fee agreement with Advanced Disposal.

BACKGROUND/DISCUSSION: The City disposes all of its solid waste collected both on the residential routes and the weekend Compost Center, at one of two landfills within Lake County. Waste Management operates its landfill in Grayslake and Advanced Disposal operates theirs in Zion. The City has traditionally utilized whichever landfill provided the least expensive disposal rate. For the past seventeen years, Advanced Disposal has charged a lesser rate.

However, it has come to staff's attention that Waste Management, Inc. has entered into a definitive agreement under which a subsidiary of Waste Management will acquire all outstanding shares of Advanced Disposal. The transaction, which was unanimously approved by the Boards of Directors of both companies, is expected to close by the first quarter of 2020, subject to the satisfaction of customary closing conditions, including regulatory approvals and approval by a majority of the holders of Advanced Disposal's outstanding common shares.

This acquisition will result in Waste Management owning both landfills in Lake County. In an attempt to control Lake Forest's disposal costs for an additional five years beginning in 2022, staff contacted the General Manager of Advanced Disposal's landfill to inquire about extending the existing agreement before the acquisition is finalized. The General Manager reviewed the request with Advanced Disposal's management and agreed to an additional five years at the conclusion of the current agreement (five year extension beginning June 18, 2022). To confirm that an extension is allowed, staff inquired about securing such an extension knowing Waste Management's acquisition will occur in less than one year. Advanced Disposal responded that both companies are required by the Department of Justice to, until the acquisition is finalized, continue to act as independent companies without any collusion between the two.

Waste Management's landfill in Grayslake has approximately seven to eight years remaining in landfill space with no expansion opportunity; they are only receiving waste from their current company's routes. Advanced Disposal's landfill in Zion has eight to nine years remaining and receive material from northern Illinois and southern Wisconsin. Advanced Disposal has begun the process to apply for a landfill expansion that will provide an additional twenty-five years of capacity.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	6/11/2019	Reviewed & Approved (with modification to annual inflator)

City Council Approved Five-Year Agreement	4/17/2017	Reviewed & Approved
Public Works Committee	4/3/2017	Reviewed & Approved

BUDGET/FISCAL IMPACT: The Public Works Committee is recommending City Council approve a five-year agreement extension with Advanced Disposal. Advanced Disposal had originally proposed an annual increase on the agreement's anniversary date of 3% or CPI, whichever is higher. The Public Works Committee agreed with the proposed terms however asked that a more specific industry inflator be utilized. Staff worked with Advanced Disposal's management and agreed that the "CPI, Urban Consumer - Water and Sewer and Trash Collection Services" be used. The unadjusted percent change for this expenditure category from May, 2018-May, 2019 was 3.3%. Attached on **page 87** is Advanced Disposal's five-year extension proposal.

As has been previously noted in earlier City Council approval requests, not only is Advanced Disposal's per ton pricing consistently less, but the landfill has a larger dumping area, an unmanned scale, opened on Saturdays, and a well maintained road back to the disposal area. The City collects approximately 7,000 tons of refuse per year. By agreeing to the proposed extension, the City will be able to control its disposal fees for the next eight years. In addition, staff can also accurately budget disposal expenses each year.

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

If no, indicate the specific waiver requested: Administrative Directive 3-5, Section 9.1J –Existing Relationship

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
General Fund 101-5241-442-4210 101-5245-442-4210	\$301,000	\$301,000	Y

COUNCIL ACTION: Request City Council Approval for a Five Year Extension of the Current Landfill Disposal Fee Agreement with Advanced Disposal.

10. Ratification of a Purchase of a Police Marked Vehicle Previously Approved by Both the Finance and Public Works Committee Chairmen, to Morrow Brothers Ford in the Amount of \$35,985

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

PURPOSE AND ACTION REQUESTED: Staff is requesting City Council ratify a purchase of a marked police vehicle that was previously approved by both the Finance and Public Works Committee Chairmen on June 20 and June 21, 2019 respectively. The purchase is from the State of Illinois "State Bid" dealer, Morrow Brothers Ford, in the amount of \$35,985.

BACKGROUND/DISCUSSION: On June 3, 2019, police car # 9 (2019 Ford Interceptor) was involved in an accident. The City's police car was traveling northbound on Field Drive and was struck by someone driving southbound and wanting to enter Abbott's parking lot. The

person was issued a citation and the City's police car was towed to the body shop. The City's insurance carrier (IRMA hereafter) visited the body shop and after a thorough evaluation, determined the vehicle to be "totaled". Because the vehicle had only accrued approximately 18,000 miles and was a recent model year, IRMA concluded that it would reimburse the City for the purchase price of the vehicle along with all of the associated change-over costs (e.g. striping the vehicle, installing the lights, sirens, cage between the front back seats, etc.). IRMA would then work with the person's insurance company that struck car # 9 to be full reimbursed.

Unfortunately Ford made a decision last year to modify the Ford Interceptor for model year 2020. Even though model year 2020 Ford interceptors began to be assembled in June of this year, equipment from model year 2019 Interceptors does not fit the model year 2020 Ford Interceptors. In addition, model year 2020 is more expensive. In light of this, Deputy Police Chief Copeland contacted the State Bid dealer to see if it had any remaining model year 2019s. He was informed that they in fact had two black 2019s that had been recently acquired from a Florida dealership that went out of business. The State Bid dealer e-mailed a quote to Deputy Chief Copeland and noted that he had already sent the same quote to over ten Illinois Police Departments that week and that the sale of the two remaining 2019's was on a "first come / first serve" basis.

Recognizing not only the Department's need to have a sufficient fleet for its daily operations, but with a lengthy six month delivery time for a model year 2020 vehicle, staff requested approval from both the Finance and Public Works Committee Chairmen for an emergency purchase of one of the two 2019 Ford Interceptors. Both Chairmen approved the purchase with the understanding that staff would request the purchase be ratified at this evening's City Council meeting.

In addition to the purchase price of the vehicle, there will be an approximate \$750 charge to stripe the exterior with numbers, logos, etc. and a \$3,000-\$4,000 Havey Communications expense for various equipment change-over (light bar, radios, flashers, cameras, transport seat, etc.). These items have not yet been installed.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Finance & Public Works Committee Chairmen	June 20 & 21, 2019	Reviewed & Approved Emergency Purchase Request

BUDGET/FISCAL IMPACT: As has been previously noted, the City's insurance carrier will work to recoup the total cost from the person's insurance company. The purchase was made from the FY '20 Capital Equipment line account in the City's Capital Fund.

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

If no, indicate the specific waiver requested: Administrative Directive 3-5, Section 9.1A – Emergency Purchases Ratification

Below is an estimated summary of the Police marked vehicle budget:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
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Capital Fund 311-5003-475-7502	\$0	\$35,985	N
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COUNCIL ACTION: Ratification of a Purchase of a Police Marked Vehicle Previously Approved by Both the Finance and Public Works Committee Chairmen, to Morrow Brothers Ford in the Amount of \$35,985.

11. Waiver of Procedures and Approval of All City Expenditures and New Asphalt Contractor Recommendation for the Waukegan Road Sidewalk Replacement Project to Peter Baker & Sons in the Amount of \$429,308.

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

PURPOSE AND ACTION REQUESTED: City staff is requesting City Council waiver of procedures and approval of all City expenditures and new asphalt contractor recommendation for the Waukegan Road Sidewalk Replacement Project to Peter Baker & Sons in the amount of \$429,308.

BACKGROUND/DISCUSSION: The asphalt sidewalk located on the west side of Waukegan Road is within Illinois Department of Transportation's (IDOT hereafter) right-of-way. Like all IDOT right-of-way sidewalks, the municipal government is expected to repair and replace the sidewalk as needed. The Waukegan Road sidewalk from Deerpath to Rte. 176 is in poor condition. While the City's Streets Section has made multiple repairs over recent years, the sidewalk has deteriorated to a point where replacement is necessary.

If the City would agree to fund the IDOT required design, minor concrete work, and restoration costs, a resident living in that area offered to pay for the sidewalk's replacement. The resident had chosen, and City Council had approved, the asphalt work to be completed by Performance Paving, LTD. Staff was notified this spring that the contractor had contacted the donor and notified them that they decided not to pursue the work. None of the actual asphalt work had begun. The donor has spent the past four months identifying a replacement asphalt contractor. Staff was notified three weeks ago that the donor had chosen to utilize Peter Baker & Sons. With Peter Baker & Sons completing work on both I-294 and Route 41, along with many past City resurfacing projects, staff was confident that they could replace a pathway within an IDOT right-of-way. Work is currently scheduled to be completed in August.

Peter Baker & Sons has submitted all of their necessary insurance and bond paperwork to IDOT as the final step in acquiring the permit. Once the City receives the IDOT permit, Peter Baker & Sons will be permitted to proceed.

The agreement between the City and the donor stipulates that the City will pay for all concrete work and restoration costs. Half of the concrete curb and ADA access panel work was completed this past fall and the second half will be completed under Peter Baker's contract. The restoration work was also quoted in Peter Baker & Sons proposal and City staff highly recommend the City allow the contractor to complete such work. Peter Baker & Sons has all of the necessary flagger and barricade equipment to work on a State right-of-way. Staff recommends that the City simply pay for those two portions of the proposal directly to Peter Baker & Sons. The following chart provides the project's cost breakdown:

Item	Amount
Asphalt & Traffic Control	\$388,558
Concrete*	\$ 14,750
Landscaping*	\$ 26,000
Total Amount	\$429,308

*City Cost

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	6/11/2019	Received Update on New Asphalt Contractor
City Council	11/19/2018	Approved Design Services, Concrete Contractor, Asphalt Contractor, & City Restoration Costs
Public Works Committee	10/30/18	Approved All City Expenditures & Contractor Recommendations
City Council	9/4/18	Approved Phase I Asphalt Contractor
Public Works Committee	8/28/18	Approved Waiving Bid Process
City Council	8/6/18	Approved Phase II Design and Authorized City Manager to Negotiate & Complete Donor Agreement
City Council	3/19/18	Approved Phase I Design
Public Works Committee	3/8/18	Reviewed & Approved Phase I Design

BUDGET/FISCAL IMPACT: Beginning on **page 88** of the agenda packet is Peter Baker & Sons agreement for the entire project. Per the agreement, the City will pay the contractor directly for the entire project and receive reimbursement from the donor. As was previously noted, the City will pay for both the remaining concrete work and all of the landscaping, which totals \$40,750.

Has competitive pricing been obtained for proposed goods/services? **No**.
Administrative Directive 3-5, Section 9.2 –Waiver of Procedures (requires 2/3 vote).

Below is a summary of the project budget:

Asphalt Resurfacing of Sidewalk – City Paid / *Donor Reimbursed

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Improvement Fund 311-3703-478-7827	\$0	\$388,558*	N

* A supplemental appropriation will be submitted at fiscal year-end, if needed.

Concrete & Landscaping Expenses – City to Pay

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Improvement Fund 311-3703-478-7827	\$35,000	\$40,750	Y

The \$5,750 overage will be paid via the \$6,300 savings from the Capital Fund's Forest Park Bluff Monitoring services. The asphalt resurfacing cost of the sidewalk will be reimbursed in accordance with the agreement approved by the City Council on August 6, 2018.

COUNCIL ACTION: Waiver of Procedures and Approval of All City Expenditures and New Asphalt Contractor Recommendation for the Waukegan Road Sidewalk Replacement Project to Peter Baker & Sons in the Amount of \$429,308.

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

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

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

358 Ravine Park Drive – The Building Review Board recommended approval of various alterations to the residence including a second story addition. This project was also considered by the Zoning Board of Appeals as detailed in the following agenda item. Several letters from neighboring property owners were submitted in support of this petition. (Board vote: 6-0, approved)

The Ordinance approving the petition as recommended by the Building Review Board, with key exhibits attached, is included in the Council packet beginning on **page 89**. The Ordinance, complete with all exhibits, is available for review in the Community Development Department.

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

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

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

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

358 Ravine Park Drive – The Zoning Board of Appeals recommended approval of a variance from the side yard setback to allow construction of a second story addition in alignment with the existing

house. This petition was also considered by the Building Review Board as detailed in the previous agenda item. Several letters in support were submitted by neighboring property owners. (Board vote: 6 - 0, approved)

The Ordinance approving the petition as recommended by the Zoning Board of Appeals, with key exhibits attached, is included in the Council packet beginning on **page 96**. The Ordinance, complete with all exhibits, is available for review in the Community Development Department.

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

14. Approval of the City of Lake Forest member contribution funding for the closing, design and renovation costs associated with the purchase of the North Suburban Special Recreation Association facility

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

PURPOSE AND ACTION REQUESTED: Staff requests City Council approval to fund the City of Lake Forest's member contribution for the purchase and renovation of the NSSRA facility located at 1221 E. Lake Cook Rd, Highland Park, IL.

BACKGROUND/DISCUSSION: In 1992, the City of Lake Forest partnered with North Suburban Special Recreation Association (NSSRA) to provide and facilitate year-round recreation and services for children, teens, and adults with disabilities who live in thirteen North Suburban communities. NSSRA operates under the Special Recreation Association premise of pooling financial, facility, and demographic resources to provide greater support and services for individuals with special needs than what each of the thirteen partner communities can offer on their own. A Special Recreation Tax Levy was established in 2004 and these dollars are used to fund special recreation services for Lake Forest residents.

North Suburban Special Recreation Association currently resides in a building located in an industrial park in Northbrook. This building and location have several challenges that makes the space inadequate for the needs and the safety of the participants and their families serviced by this organization.

In 2013, NSSRA established a Capital and Facility Acquisition Plan to identify and procure a new location for their services that would address the substantial needs that the current building does not provide including private meeting space for families and staff, safety issues, centralized training, adequate office space, programming opportunities and most importantly American with Disabilities Act compliancy.

The 2013 NSSRA Capital and Facility Acquisition Plan was approved by the City of Lake Forest Park and Recreation Board and in 2014 by City Council. The facility plan was updated and presented to the Park and Recreation board and City Council in 2018.

In March, 2019 the City Council approved a resolution for the purchase of the new facility on Lake Cook Rd. Closing for the new facility is scheduled for August 2019. Occupancy will require design and renovation work to configure the building to NSSRA needs and uses.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	4/15/2019	Approved Purchase of Facility
Parks and Recreation Board	3/19/2019	Recommended approval for the purchase of the Facility

BUDGET/FISCAL IMPACT: Each of the thirteen partner agencies will be making a contribution to the closing, design and renovation costs based on their EAV/Population percentage of the projected \$3,238,167 total cost. The City of Lake Forest's member contribution to the costs of occupancy total \$359, 415 and have been broken into two categories, closing/design and renovation.

Closing/Design- \$113,546
 Renovation- \$245,868
 Total Contribution- \$359,415

Each partner agency has the option to pay its allocation up front or participate in long term financing, with additional financing costs to be incurred. It is recommended that the City fund its costs in total at this time, as the facility costs have been anticipated and planned for over the past few years. Funds for this request will come from the Special Recreation Tax Reserve Fund. The Reserve Fund has a healthy balance of \$ 673,844 as of 4/30/19 and can easily accommodate this request. Utilizing this fund will be a cost savings as compared to participating in a financing scenario.

It is anticipated that a supplemental appropriation will be necessary at the end of Fiscal Year 2020.

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

If no, indicate the specific exception or waiver requested:
 Administrative Directive 3-5, Section 9.1J – Existing Relationship

Below is an estimated summary of Project budget:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Special Recreation Levy Reserve Fund	0	\$359,415	N

COUNCIL ACTION: Approval of the City of Lake Forest's member contribution for the closing, design and renovation costs of the North Suburban Special Recreation Association new

facility and direction to issue a check to North Suburban Special Recreation Association in the amount of \$359,415.

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

6. ORDINANCES

7. NEW BUSINESS

- 1. Authorization for the City to Participate in a Pilot Community Solar Program and Engage MC Squared Energy Services, LLC, in a Community Solar Subscription Agreement.**

PRESENTED BY: *Mike Strong, Assistant to the City Manager (810-3680)*

PURPOSE AND ACTION REQUESTED: City Staff requests approving a Pilot Community Solar Project Subscription Agreement ("Agreement") with MC Squared Energy Solutions, LLC ("MC²"), to authorize the enrollment of a municipal Commonwealth Edison ("ComEd") account in Community Solar.

BACKGROUND/DISCUSSION: The passage of the Future Energy Jobs Act ("FEJA") in December 2016 included enabling legislation for Community Solar projects. In short, Community Solar allows ComEd customers to offset all or a portion of their electricity consumption with electricity generated by shared solar resources located elsewhere within the ComEd service region. Community Solar is a simple alternative to rooftop solar, whereby municipalities invest and install solar panel infrastructure on buildings to offset their electricity usage.

Through Community Solar, municipalities can purchase a portion of the electricity produced by an off-site solar installation – called a community solar garden – and in return, ComEd provides credits on their electric bill. This can result in a net decrease in the municipality's average monthly electricity bill to power buildings and infrastructure that support municipal operations such as, city hall, streetlights, traffic signals, customer service centers, cultural resource buildings, water plants, recreation centers, etc.

Over the past several months, City staff have been investigating opportunities for solar deployment in Lake Forest. After an analysis found that on-site investment in rooftop solar was prohibitive due to the cost of the infrastructure and the need to relocate existing utilities and retrofit current electrical systems, focus turned toward exploring subscriptions as a contribution to regional investment in renewal energy solutions.

During a recent meeting of the North Shore Electricity Aggregation Consortium ("NSEAC"), the City learned of an opportunity to participate in the **first and only** constructed and available Community Solar facility in Illinois. MC², a local energy broker for WCP Solar – the first and only current operational Community Solar facility in Illinois – solicited the NSEAC to participate in a Pilot Community Solar Subscription Program for member municipalities. MC² has worked with the City of Lake Forest in the past, managing the City's first municipal electric aggregation program back in 2012. Background material regarding Community Solar and the Pilot Project is available beginning on **page 101**.

BUDGET/FISCAL IMPACT: While the exact volume of subscription credits available to the City will depend on how many other communities participate, the City anticipates that an annual allocation of about 130,000 kilowatt-hours (kWh) per year will be available. Upon analyzing the City's ComEd accounts, only 26 of the 35 achieve a subscription value (i.e. the Subscription credits generate a net cost savings for the City) proposition for Community Solar. Based on the subscription capacity limit, staff have identified four accounts suitable for enrollment consideration: City Hall, Fire Station 2, Dickinson Hall, and Elawa Farm.

Based terms that MC² has presented to the NSEAC, the City of Lake Forest would receive a 10% discount on the ComEd retail rate for electricity supply, which includes any monthly purchased energy adjustment, for a 20-year period. As a pilot program, MC² would allow the City to terminate at any point with 30 days' notice, penalty-free.

If amenable to these terms, staff recommends that City Council consider City Hall's ComEd account for a subscription in this program, which would result in a net savings of between \$17,140 and \$20,660 through credit-incentives over the life of the subscription. Under the current negotiated terms, the Subscription would generate total annual on-bill credits of approximately \$10,330, split between the developer (which would receive 90% of the on-bill credits, or approximately \$9,297) and the City (which would retain 10% of the on-bill credits, or approximately \$1,033). Even though the Subscription would generate a net savings to the City, since the City would be paying an amount of the on-bill credits to MC² over the course of 20-years that is greater than \$20,000, City Council authorization is necessary.

Has City staff obtained competitive pricing for proposed goods/services? **No, the Pilot Project is the only Community Solar development available in Illinois.**

If no, indicate the specific exception or waiver requested:

Administrative Directive 3-5, Section 9.1B – Sole Source

Below is an estimated summary of Project budget:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Electricity – Non-Departmental	\$50,000	\$9,297	Y

*Amount requested per year based on a 20-year subscription enrollment. Compared to current cost paid to ComEd, which is approximating \$10,330 per year, credit incentives from ComEd would save the City approximately \$1,033 annually in electricity costs.

COUNCIL ACTION :If the City Council is supportive of participating in the pilot program, City staff requests the following two actions:

1. **Approval of an Agreement, subject to final review by the City Attorney and City Manager, with MC Squared Energy Services, LLC, in an amount estimated at \$9,297 per year to participate in a Pilot Community Solar Subscription Program; and**
AND
2. **Approval to enroll the City Hall ComEd Account in the Pilot Community Solar Subscription Program (Approve by Motion)**

8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS

9. ADJOURNMENT

A copy of the Decision Making Parameters can be found beginning on **page 28** of this packet.

Office of the City Manager

July 10, 2019

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





THE CITY OF LAKE FOREST

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

Adopted June 18, 2018

The City of Lake Forest Mission Statement:

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

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

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

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

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

Note: This Agreement is the same as the prior Agreements between the City and CPAH with the exception of the dates and dollar amounts.

GRANT AGREEMENT
between
COMMUNITY PARTNERS FOR AFFORDABLE HOUSING
and
THE CITY OF LAKE FOREST

This **GRANT AGREEMENT** (the "**Agreement**") is entered into as of _____, 2019, between **COMMUNITY PARTNERS FOR AFFORDABLE HOUSING ("Grantee")**, a 501(c)(3) nonprofit corporation, with offices at 400 Central Avenue, #111, Highland Park, IL 60035, and **THE CITY OF LAKE FOREST**, an Illinois municipal corporation, with offices at 220 East Deerpath, Lake Forest, IL 60045 (the "**City**").

RECITALS

A. The City established the Lake Forest Housing Trust Fund in 2006 with the central purpose of providing financial resources to support a diverse housing stock in the community to address the range of housing needs of individuals and families in Lake Forest.

B. The Housing Trust Fund Board was established as an advisory body to the City Council on the use and management of the Housing Trust Fund.

C. The Housing Trust Fund Board recommended a grant in the amount of \$330,000 from the Housing Trust Fund for the acquisition and rehabilitation of homes as affordable housing units during fiscal years 2020 and 2021, ("**Grant**"), subject to, among other things, the City and Grantee entering into this Agreement and certain other documents and agreements evidencing, securing and/or pertaining to the Grant (collectively, the "**Grant Documents**").

D. Grantee intends to enter into contracts for the purchase of dwellings located in the City, together with all improvements and fixtures thereon and all personal property located on or used in connection therewith (collectively, the "**Properties**"). Grantee proposes (in accordance with the City's Affordable Housing Policy) to acquire, and make available for purchase by low-income and moderate-income households, the Properties, in accordance with this Agreement, and as more specifically described in the project summary set forth in **Exhibit A** attached hereto and incorporated herein by reference ("**Project Summary**"). The development and sale activity, and all related undertakings by Grantee, is/are referred to in this Agreement as the "**Project**".

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties agree as follows:

SECTION 1. DEFINITIONS. Whenever used in this Agreement, the following terms shall have the following meanings, unless a different meaning is required by the context:

"Completion Date": The date on which Grantee conveys to a third-party purchaser its ownership interest in the last of the Properties to be sold and conveyed.

"DCCR": A declaration of covenants, conditions, and restrictions, which DCCR is the approved method of ensuring affordability of Properties that are condominium units, a template of which is set forth in **Exhibit C** attached hereto and incorporated herein by reference.

“Effective Date”: The date set forth in the first paragraph of Page 1 of this Agreement.

“Grant”: The funds that the City has agreed to provide to Grantee pursuant to the terms of this Agreement. The total amount of the Grant is Three Hundred and Thirty Thousand Dollars (\$330,000)

“Grantee”: Community Partners for Affordable Housing, a 501(c)(3) nonprofit corporation.

“Ground Lease”: The approved method of ensuring affordability of Properties that are single-family detached units or townhouse units, which Grantee shall provide to the Housing Trust Fund Board in the form attached hereto as **Exhibit B** and incorporated herein by reference.

“Housing Trust Fund Board”: The City Housing Trust Fund Board

“Memorandum of Ground Lease”: The short form memorandum of the Ground Lease.

“Parties”: The City and the Grantee, collectively.

“Schedule of Construction”: The schedule for commencement and completion of construction of the Project, as set forth in **Exhibit D** which is attached to and incorporated herein by reference.

SECTION 2. THE GRANT; DISBURSEMENT.

Subject to the terms and conditions of this Agreement and the other Grant Documents, the City shall provide the Grant to the Grantee pursuant to written draw requests submitted by the Grantee to the Housing Trust Fund Board (**“Draw Request”**); provided, however, that the Housing Trust Fund Board shall have no obligation to disburse any portion of the Grant to the Grantee except upon delivery by the Grantee to the Housing Trust Fund Board of the following documents and information, in form and substance satisfactory to the Housing Trust Fund Board and its counsel in their sole discretion:

A. Evidence Regarding the Acquisition of the Properties. Evidence of the seller, location, and purchase price of the specific Property or Properties to which the particular Draw Request pertains.

B. Compliance with Housing Trust Fund Board Requirements. A certification from Grantee that Grantee, to its best knowledge, has complied with the Housing Trust Fund Board requirements set forth in Grantee’s Grant Application, as approved by the City.

C. Evidence Regarding Funding for Project. Evidence (i) of all of Grantee’s funding commitments, and (ii) that Grantee’s sources and applications of funds for the Project, including all equity, debt and grant funds, have not materially changed in any way that would adversely affect Grantee’s ability to (1) construct the Project as approved, and (2) perform under this Agreement.

D. Marketing Plan and Resident Selection Plan. A marketing plan and resident selection plan for the Properties, as approved by the Housing Trust Fund Board.

E. Compliance with Uniform Relocation Act. Evidence of its compliance with the relocation noticing provisions and a copy of its relocation plan, to the extent applicable, as required by the Uniform Relocation Act, 42 U.S.C. 61 *et seq.*

F. **Additional Documents.** Such other documents as the City or its counsel may reasonably request as a condition precedent to the disbursement of any portion of the Grant.

SECTION 3. SCOPE OF WORK FOR, AND INSPECTION OF, THE PROJECT.

A. **Project Schedule.** Grantee shall undertake the Project pursuant to the Project Summary and the Schedule of Construction, and shall notify and consult with the Housing Trust Fund Board whenever any event prevents the timely completion of the Project.

B. **Access to Property.** During the Project, Grantee shall grant representatives and designees of the Housing Trust Fund Board access to the Properties on a monthly basis, or such other time as reasonably requested by the Housing Trust Fund Board, for the purpose of inspecting Grantee's progress in completing the Project and for review of Grantee's and the Project's books and records, all at Grantee's cost and expense.

C. **Project Summary.** Grantee shall construct the Project, or use reasonable efforts to ensure that the Project is constructed, in the manner contemplated by the Project Summary. Neither the Project Summary nor the Schedule of Construction shall be modified or amended except upon the prior written approval of the Housing Trust Fund Board.

SECTION 4. TIME PERIOD FOR USE OF FUNDS.

Grantee shall submit all Draw Requests within 24 months of the Effective Date of this Agreement; provided, however, that Grantee may request an extension of such date, which request shall be reviewed by and shall be subject to approval by the Housing Trust Fund Board in its sole discretion. The Parties acknowledge and agree that the granting of any such extension shall not require an amendment to this Agreement.

SECTION 5. NO OTHER TRANSFER OR ENCUMBRANCE.

To protect and maintain the goals of Grantee and the Housing Trust Fund Board, at no time shall title to any portion of any Property be transferred or encumbered without the prior written consent of the Housing Trust Fund Board in each instance, unless such transfer or conveyance complies in all respects with the terms and conditions of this Agreement and of the applicable DCCR or Ground Lease. For purposes hereof, "transfer or encumbrance" includes (a) any sale, lease, sublease, conveyance, assignment, pledge, or mortgage of any portion of, or interest in, any Property, and (b) any transfer, encumbrance, or pledge of any ownership or controlling interest in (i) Grantee; (ii) any other entity that owns or occupies any of the Properties or any part thereof; or (iii) any constituent (e.g. shareholders, partners, or members) of Grantee or any such owning or occupying entity.

SECTION 6. REPRESENTATIONS AND WARRANTIES.

In order to induce the City to enter into this Agreement and to make the Grant, Grantee makes the following representations and warranties to the City, effective as of the Effective Date of this Agreement, which representations and warranties shall survive the execution and delivery of the Agreement to the City:

A. Organization and Standing of Grantee. Grantee is a 501(c)(3) nonprofit corporation duly organized and validly existing under the laws of the State of Illinois; it has the power to own its own properties and to carry on its business as now being conducted.

B. Ability to Perform. There is no action or proceeding pending or threatened against Grantee in any court or before any governmental authority, arbitration board, or tribunal which, individually or in the aggregate, could materially adversely affect its financial condition, properties or operations, or its ability to perform under this Agreement.

C. Tax Returns and Payments. Grantee has filed all federal, state and local income tax returns required to be filed, and has paid all taxes shown to be due on said returns, and has made provision for all liabilities not so paid or accrued under returns not yet due. In addition, to the extent required, Grantee has complied with and has paid all premiums or other charges due under applicable workers' compensation and unemployment compensation laws.

D. Execution and Performance of Agreement Authorized, Valid and Binding. The execution and delivery of the Agreement, the applicable DCCRs and Ground Leases, and all other Grant Documents have been or will be fully authorized by Grantee. This Agreement, the applicable DCCRs and Ground Leases, and the other Grant Documents constitute legal, valid and binding obligations of Grantee enforceable in accordance with their respective terms.

E. Conflicts with Other Instruments. Grantee is not a party to any contract or agreement or subject to any restrictions, which materially and adversely affect its business, its properties or assets, or its financial condition. The execution and delivery of this Agreement, the DCCRs and the Ground Leases, and the other Grant Documents, and Grantee's performance thereunder, will not be in conflict with the terms of any other contract or agreement to which Grantee is a party or by which Grantee or the Project is bound and will not result in a breach of the terms of or constitute a default under Grantee's corporate documents.

F. Financial Statements. Grantee has delivered to the Housing Trust Fund Board complete and correct financial statements which present fairly and completely the financial condition of Grantee for the periods covered therein, in accordance with generally accepted accounting principles consistently applied. No material adverse change has occurred in the financial condition of Grantee as reflected in such statements.

G. Project Complies With Laws. To Grantee's best knowledge, the Project will comply in all respects with zoning, building and other applicable federal, state, and local ordinances, laws, rules, and regulations affecting the Project. Compliance with the American Disabilities Act of 1990, 28 C.F.R. Part 35, will be required, if applicable. Grantee has complied, and will continue to comply, with all restrictions and requirements of any other funding sources for the Project.

H. No Governmental Approval Required. The execution and delivery of this Agreement, the DCCRs and the Ground Leases, and the other Grant Documents, and Grantee's performance thereunder, do not require any further approval of any government, or any governmental or quasi-governmental agency, or any filing therewith or notice thereto, and any approvals which are required have been obtained (except for required City approvals which Grantee shall obtain prior to commencement of construction of the Project). At the time of each draw request, Grantee shall reaffirm this representation and warranty and shall further represent and warrant that all required City approvals have been obtained.

I. No Misleading Statements. No information, exhibit or report furnished by Grantee to the Housing Trust Fund Board in connection with this Agreement, the applicable DCCRs and Ground Leases, and the other Grant Documents contains any misstatement of fact or omits to state any fact necessary to make the statements contained therein not materially misleading. Grantee has provided all information requested by the Housing Trust Fund Board, and such information is complete and accurate in all material respects. There is no fact known to Grantee which could materially adversely affect or which might in the future, in Grantee's reasonable judgment, materially adversely affect the assets, properties or financial condition of Grantee.

J. No Third Party Rights. Nothing expressed or implied in this Agreement shall be construed to confer upon or to give any person or entity, other than the Parties, any rights or remedies against the Housing Trust Fund Board.

SECTION 7. AFFIRMATIVE COVENANTS.

So long as this Agreement is in effect, Grantee shall:

A. Progress Reports. Deliver to the Housing Trust Fund Board, on a quarterly basis or on such other timeline as requested by the Housing Trust Fund Board, progress reports in form and substance acceptable to the Housing Trust Fund Board, setting forth such information as the Housing Trust Fund Board shall require, including but not limited to pricing of the Properties, income qualifications of initial purchasers of the Properties, stages of completion of construction, schedule updates, reports on the use of funds, evidence of Grantee's financial status, and performance relative to the Agreement in a form to be provided by the Housing Trust Fund Board. To further permit the verification of such status, Grantee will permit any person designated by the Housing Trust Fund Board to visit and inspect the Project, the books and financial records of Grantee, and Grantee will discuss its affairs, finances and accounts with the Housing Trust Fund Board at such reasonable times and as often as may be requested by the Housing Trust Fund Board.

B. Recognition of City. Give recognition to the City for its contribution to the Project in any advertisements (printed or radio and television) that promote the Project, and in any literature, programs, leaflets, flyers and other materials that promote the Project.

C. Execution and Recordation of DCCR or Memorandum of Ground Lease. Execute and record either a DCCR or a Memorandum of Ground Lease against each Property prior to: (i) the transfer of such Property to a third-party purchaser; and (ii) the granting of any mortgage or other security interest in such Property. Upon recordation of each DCCR or Memorandum of Ground Lease, Grantee shall provide the Housing Trust Fund Board with a copy of the recorded DCCR or Memorandum of Ground Lease. In the event that a Memorandum of Ground Lease is recorded against a property, Grantee shall also provide the Housing Trust Fund Board with a copy of the Ground Lease.

D. Escrow Instructions; Title Report. For each sale of the Property to a third-party purchaser, advise the title company on its closing escrow instructions for each Property that the DCCR or Memorandum of Ground Lease, as applicable, shall be recorded prior to the transfer of such Property. Not later than 48 hours prior to the closing on the sale of a Property to a third-party purchaser, Grantee shall provide the Housing Trust Fund Board with a copy of Grantee's closing escrow instructions for such closing consistent with the recording sequence set forth in this Section. Grantee shall also provide the Housing Trust Board with a copy of the final executed

DCCR or Memorandum of Ground Lease as marked by the closing agent at the closing within 48 hours after the closing. Grantee shall further provide a copy of the final recorded DCCR or Memorandum of Ground Lease as marked by the Lake County Recorder's Office within 48 hours after receiving the original document returned from the Lake County Recorder's Office confirming that the DCCR or Memorandum of Ground Lease (as applicable), was properly recorded consistent with the recording sequence set forth in this Section.

E. Retention of Records. Keep such beneficiary and other demographic records and financial information as the Housing Trust Fund Board may require. Such records will include information pertaining to (1) authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income as applicable, and (2) Project performance and efforts to comply with the provisions of the Agreement. All such records, and all other records pertinent to the Grant and work undertaken as part of this Agreement, shall be retained by Grantee for the duration of the Agreement. Grantee shall furnish the Housing Trust Fund Board with any periodic reports it may request pertaining to the activities undertaken under this Agreement, and certify the accuracy of the information contained in the periodic reports, including any close-out reports, the costs and obligations incurred in connection with the Project and any other matters covered by this Agreement. Grantee shall furnish the Housing Trust Fund Board operating statements, if any, and other such financial and Project information which it shall require. Failure to submit requested reports or records within a reasonable time after request may result in termination of this Agreement. If any claim, litigation, or audit is started before expiration of this Agreement, the records shall be retained by Grantee until all litigation, claims, or audit findings involving the records or the Agreement have been fully resolved or terminated.

F. Compliance with Fair Housing Amending Act. At all times (i) manage the Project in compliance with the Fair Housing Amendment Act of 1988 and any similar State of Illinois fair housing laws, and (ii) affirmatively market the Project to all eligible beneficiaries in a non-discriminatory manner.

G. Compliance with Laws. Take all actions necessary to preserve its right to continue business and operate within the limits set forth in its governing corporate or partnership documents, and under the applicable laws, regulations and ordinances of the United States of America, and any state or political subdivision thereof.

H. Notice to Be Provided to Housing Trust Fund Board. Promptly give written notice to the Housing Trust Fund Board as soon as reasonably possible of:

1. Any condition, event or act which constitutes an Event of Default under this Agreement or which, with the giving of notice or lapse of time, or both, could constitute an Event of Default under this Agreement; and
2. Any pending material litigation or any government order specifically and materially affecting Grantee or the Project; and
3. Any change of name, address, identity, or ownership of Grantee; and
4. Any other event or fact which may reasonably be deemed by the Housing Trust Fund Board to adversely affect the financial or operating conditions of either Grantee or the Project.

SECTION 8. NEGATIVE COVENANTS.

So long as this Agreement remains in effect, Grantee shall not, without the prior written consent of the Housing Trust Fund Board:

A. No Violation of Laws. Permit any violation or notice of violation of any law, ordinance or regulation of any governmental authority, during or after construction of the Project, including all environmental laws, ordinances or regulations.

B. No Change in Nature of Business. Substantially change the nature of Grantee's business from that currently being conducted; or change the nature or scope of the Project.

C. No Religious Service Requirements. Require persons to participate in any religious service as a condition of receiving shelter or any other housing related assistance.

SECTION 9. TERMINATION OF CERTAIN OF GRANTEE'S OBLIGATIONS.

As of the Completion Date, Grantee's obligation to deliver progress reports to the Housing Trust Fund Board as set forth in Section 7.A of this Agreement shall be on an annual basis (rather than a quarterly basis), or on such other timeline as the Housing Trust Fund Board may request.

SECTION 10. EVENTS OF DEFAULT AND ENFORCEMENT.

A. Event of Default. If Grantee defaults in the performance or observance of any covenant, agreement or obligation under this Agreement, the DCCRs or Ground Leases, or any other Grant Document – or if the Housing Trust Fund Board at any time reasonably believes after appropriate inquiry that completion of the Project is impaired; or has reason to believe after appropriate inquiry that the Project will not be approved by the appropriate governmental and regulatory authorities – and if such default or non-performance remains uncured for a period of 60 days after written notice specifying such default and the actions required to correct the same shall have been given by the Housing Trust Fund Board to Grantee or other such person, then such uncured breach or default shall constitute an “**Event of Default**” hereunder.

B. Specific Performance and Appointment of Receiver. In addition to any and all other available remedies, Grantee hereby consents and agrees that any one or more of the following remedies shall be available upon the occurrence of an Event of Default hereunder:

1. **Specific Performance.** Grantee hereby acknowledges and agrees that specific performance of the covenants and requirements of this Agreement shall be necessary to achieve the intent hereof; that no appropriate remedy at law would be available upon an Event of Default hereunder, or if available, any such remedy would be inadequate to implement the public purposes hereof; and that the City would be irreparably injured by Grantee's failure specifically to perform the covenants and requirements hereof; and, therefore, that the City shall have the right to seek specific performance of any of the covenants and requirements of this Agreement or an order enjoining any violation of this Agreement, including voiding any rental or leasing arrangement, any contract for sale, or any sale or other transfer or conveyance of any of the Properties in violation of the terms of this Agreement.
2. **Appointment of Receiver.** Grantee hereby agrees that the appointment of a receiver for the Project may be necessary to prevent waste to the

Properties following an Event of Default under this Agreement and, therefore, that the City may require the appointment of a receiver for the Project to ensure the prompt and faithful performance of the terms and conditions of this Agreement.

C. Any Action at Law or In Equity. Upon the occurrence of an Event of Default under this Agreement, the City may take whatever action at law or in equity as it deems most effectual to enforce the obligations of Grantee under this Agreement and to abate, prevent or enjoin any violation or attempted violation of the provisions of this Agreement as a result of such Event of Default or violation or attempted violation of the provisions of this Agreement; provided, however, that under no circumstances shall the City have the right to recover monetary damages against any of Grantee's officers, directors, or shareholders in their personal capacities. Nothing in this Section 10.B shall be deemed or interpreted as prohibiting the City from recovering monetary damages from Grantee or from any third-party purchaser of any portion of any of the Properties.

D. Reimbursement; Damages. In addition to any and all applicable remedies, the City, in accordance with the ordinance establishing the Fund, may require that Grantee, in the Housing Trust Fund Board's sole discretion, to:

1. Reimburse the Housing Trust Fund Board up to 100 percent of the Grant, plus interest thereon at the highest rate allowed by law, allocated by the Housing Trust Fund Board to the Property and/or the applicable parcel or part thereof; or
2. In the case of Grantee's conveyance or other transfer of a Property in violation of the terms of a DCCR or Ground Lease, pay damages for the cost of creating or obtaining other comparable dwelling units to replace the Property in the event such Property can no longer be affordable housing for a Qualified Purchaser (as defined in the DCCR or Ground Lease, as applicable).

E. Cumulative Remedies. Subject to the limitations hereinabove set forth, no remedy conferred upon or reserved to the City by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or any related documents, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this Agreement shall impair any such right or power or shall be construed to be a waiver thereof.

F. Grant Reimbursement Declaration. Upon the purchase by the Grantee of each Property, Grantee shall cause to be recorded against such Property, in the office of the Lake County Recorder of Deeds, a grant reimbursement declaration in a form to be mutually agreed upon between the Grantee and the City ("***Grant Reimbursement Declaration***"), declaring that, in the event that any portion of the Property is not developed or maintained at all times in compliance with this Agreement, the then-owner of that portion of the Property shall be required to reimburse the Housing Trust Fund Board in an amount equal to the pro-rata portion of the Grant.

SECTION 11. LIMITATION.

Notwithstanding anything to the contrary in this Agreement, in the applicable DCCR or Ground Lease, or in the other Grant Documents, the Housing Trust Fund Board shall not be required hereunder to disburse or obligate any funds to Grantee other than funds available in the Housing Trust.

SECTION 12. INDEMNIFICATION.

Grantee shall and hereby agrees to indemnify, defend and hold harmless the City, the Housing Trust Fund Board, and all officers, directors, commissioners, employees, agents, contractors, consultants, legal counsel and accountants thereof, from and against any and all loss, cost, damage, expense, claim, liability, or fee, including reasonable attorneys' fees ("**Claims**"), arising out of or asserted as a result of: (i) Grantee's breach of the terms of this Agreement; (ii) its use of the Grant funds in violation of the terms of this Agreement; or (iii) City efforts to enforce this Agreement following an Event of Default on the part of Grantee hereunder, whether the same shall be enforced by suit or otherwise or incurred by the City as a result of such Event of Default. This indemnification obligation shall survive any termination of this Agreement and shall survive any close-out of the Grant or similar event or circumstance.

SECTION 13. MISCELLANEOUS PROVISIONS.

A. Amendment, Modification and Waiver. No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by both Parties. No waiver of any condition precedent to the funding of the Grant shall constitute a waiver of any of the other conditions of the City's obligation to make the Grant. Failure of the City to exercise its rights hereunder on any one occasion shall not be construed as a waiver of any requirement of this Agreement or a waiver of the City's right to take advantage of any subsequent or continued breach by Grantee of any covenant contained herein. No delay or omission on the part of the City, or any subsequent holder of the rights under this Agreement, to exercise any right or power arising from any Event of Default shall impair any such right or power or be considered to be a waiver of any such default or any acquiescence therein.

B. Successors and Assigns. All covenants and agreements in this Agreement contained by or on behalf of any of the Parties shall bind and inure to the benefit of their respective successors and assigns; provided, however, the Agreement and any rights hereunder may not be assigned by Grantee, by operation of law or otherwise, and any purported assignment thereof by Grantee shall be null and void, unless Grantee shall have first obtained the written consent of the Housing Trust Fund Board thereto.

C. Notices. All notices required or permitted to be given under this Agreement shall be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

If to the City of Lake Forest:

Catherine Czerniak

Director of Community Development
The City of Lake Forest
800 Field Drive
Lake Forest, IL 60045

If to Grantee: Community Partners for Affordable Housing
Attn: Executive Director
400 Central Avenue, Suite 111
Highland Park, IL 60035

The City may, by notice, designate any further or different addresses to which subsequent notices, certificates or other communications must be sent.

D. Construction; Governing Law; Severability. This Agreement shall be construed in accordance with the laws of the State of Illinois, as well as the codes, ordinances, and regulations of the City (including without limitation the City's Affordable Housing Policy). The foregoing sentence shall not limit the applicability of Federal law to this Agreement. If any provision of this Agreement or the application thereof to any person or circumstances is held to be invalid or unenforceable by any decision of any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable. If any provision of this Agreement is held to constitute a violation of the rule against perpetuities, that provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of any current or former President of the United States, plus 21 years thereafter.

E. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement duly to be executed, effective as of the day and year first above written.

Grantee:

**COMMUNITY PARTNERS FOR AFFORDABLE
HOUSING**

By: _____

Print: _____

Title: Executive Director

CITY:

CITY OF LAKE FOREST

By: _____

Print: _____

Title: City Manager

Exhibit A Project Summary

The following outlines Community Partners for Affordable Housing's specific roles and responsibilities:

Financing and Grants. CPAH will secure grant funds for two houses that will be allocated towards the program to acquire and rehabilitate two homes in Lake Forest in the near term. CPAH will also secure and bear the costs of bridge loan financing for the homes. CPAH will be responsible for all aspects of grant management and compliance, including long-term affordability restrictions, and will bear full risk of repayment in the event of noncompliance.

Property Selection and Acquisition. CPAH's acquisition committee will research, select and acquire the homes in consultation with City staff and/or Housing Trust Fund Board and in accordance with the City's Affordable Housing Policy. CPAH will coordinate all professional services (i.e. legal, closing, inspections, etc).

Rehab Specifications. CPAH will develop rehabilitation specifications, with particular attention to sustainable building practices, and develop specific project budgets based on the purchase price and condition of the homes. CPAH can discuss LEED or other energy efficiency certifications with the Housing Trust Fund Board and/or staff based on the project budget and level of interest.

Bid Review and Selection. CPAH will facilitate a contractor bidding process and then review and select bids from eligible contractors. CPAH provides a preference to local contractors.

Construction Management. CPAH will oversee all aspects of building permits, construction management, change orders, contractor supervision and payments, all in accordance with applicable codes, ordinances, and regulations.

Marketing. CPAH will be responsible for marketing the pilot program and available homes. CPAH requests the assistance of the City to include information in the City's newsletter, website and other communication channels to residents and businesses.

Homebuyer Services. CPAH will conduct information sessions for prospective applicants and assist eligible buyers to secure permitted mortgages and down payment assistance. CPAH supports each buyer through the home buying process including working with lenders, sales contracts, second mortgages, ground leases, deeds, closings and education about their new home. CPAH maintains an ongoing relationship with homebuyers and provides ongoing assistance with loans, property taxes or other issues as well as offering various classes and events. If a homeowner gets behind with mortgage payments, association fees and/or ground lease fees, CPAH advocates on behalf of homeowners and intervenes with lenders. CPAH understands its role as not only to provide affordable housing, but to help homebuyers realize the full benefits of the program and achieve long-term housing stability.

Applicant Screening, Eligibility Determination, and Waitlists. CPAH will review all applications and screen for eligibility based on funding requirements and the program preferences established by the City in accordance with its Affordable Housing Policy. CPAH will manage the waitlist based on program preferences.

Property Taxes. As done with Moraine and Deerfield Townships, CPAH will work with the local assessor to understand the land trust program and meet annually in order to accurately assess CPAH property taxes based on the homes' resale restricted price.

Long Term Affordability, Ground Lease Fees & Re-sales. CPAH will permanently monitor long-term affordability compliance, collect monthly ground lease fees and facilitate refinances and re-sales to future income-qualified homebuyers.

General Administration. CPAH will continue to conduct general administrative functions of the organization such as financial management, fundraising, audits, board administration, volunteer events to engage the community and other organizational responsibilities.

Whenever possible, CPAH works with community members to identify properties before they are marketed to investors and developers. CPAH has also been creative in negotiating purchase prices below the market value, which gives sellers the opportunity to obtain a charitable tax deduction for the amount that is the difference between the appraised value and the purchase price. CPAH will continue to focus on foreclosed homes in order to serve a double community benefit of providing permanently affordable housing and addressing blighted properties. CPAH has a very successful track record of identifying and acquiring properties.

CPAH Operating Budget

A \$15,000 per unit contribution towards CPAH's operating budget is incorporated to help cover the costs associated with the activities and responsibilities as described above.

Note: Exhibits B, C and D are available from the Community Development Department. These documents are consistent with those used for the prior eight homes that were purchased consistent with the terms of this agreement.

**City of Lake Forest
FY20 Appropriations Ordinance
FY2020 Rollovers**

GL Number	Vendor Name	Description	Balance
101-1101-435.35-10	AMERICAN LEGAL PUBLISHING CORP	CODIFICATION OF CITY CODE	10,307.40
101-1522-467.67-65	ATP ENTERPRISE GROUP, INC	LAKE FOREST REC CENTER FRONT ENTRANCE REPLACEMENT PROJECT	23,200.00
101-1522-467.67-65	BEST BUY CARPET INC.	CITY HALL CARPET REPLACEMENT	16,500.00
101-1522-467.67-65	N/A	GORTON ROOF REPLACEMENT	36,848.00
101-1522-467.67-65	N/A	STIRLING DOOR REPLACEMENT	10,400.00
101-1525-435.35-10	FALCON ELECTRIC INC	CNW ELECTRICAL	7,570.00
101-1540-461.61-11	ROCK TRED II LLC	EPOXY FLOORING FOR MS GARAGE	12,808.55
101-3401-435.35-10	TESKA ASSOCIATES INC	ROUTE 60 CORRIDOR COMP PLAN STUDY	17,000.00
101-3401-435.35-10	N/A	COMPREHENSIVE PLAN UPDATE	8,000.00
101-3747-435.35-46	AYRES ASSOCIATES, INC.	GIS DATA ACQUISITION	5,700.00
101-5138-435.35-10	NEPTUN LIGHT, INC	SOUTH BEACH LIGHT FIXTURE REPLACEMENT/FY18 ROLLOVER	7,368.00
101-5138-461.61-11	SUPREME CASTING INC	LIGHTING MATERIALS	18,717.20
101-7672-460.60-20	GOLTERMAN & SABO, INC.	ACOUSTICAL PRODUCTS FOR PUBLIC SAFETY BLDG RENOVATION	5,837.00
101-7672-460.60-20	TREE TOWNS IMAGING & COLOR GRAPHICS	CUSTOM WALL COVERING AND LETTERING FOR PSB RENOVATION	5,056.55
TOTAL GENERAL FUND			185,312.70
201-8457-456.67-74	N/A	SOUTH PARK IMPROVEMENTS	150,000.00
201-8457-456.67-78	N/A	VETERANS PARK PROJECT	200,000.00
201-8457-467.67-35	NUTOYS LEISURE PRODUCTS INC	WAVELAND PARK PLAYGROUND EXPANSION/SURFACING PROJECT	50,000.00
TOTAL PARK AND PUBLIC LAND FUND			400,000.00
202-3703-478.78-92	H W LOCHNER, INC.	LAKE WOODBINE BRIDGE PROJECT - FY17/GRANT ELIGIBLE	32,533.43
TOTAL MOTOR FUEL TAX FUND			32,533.43
220-5774-484.84-05	GRO HORTICULTURAL ENTERPRISES	SHINGLE OAK TREE PURCHASE-MARKET SQUARE	8,290.00
220-5774-484.84-05	VANS ENTERPRISES LTD	DEERPATH PARK INFIELDS MAINTENANCE	19,430.00
220-8065-476.76-56	VERMONT SYSTEMS, INC	SOFTWARE PURCHASE, INSTALLATION AND HARDWARE	47,872.89
220-8065-484.84-05	N/A	RECREATION CENTER OFFICE RELOCATION	30,000.00
220-8065-484.84-05	WILLIAMS ASSOCIATES ARCHITECTS, LTD	DESIGNS FOR VOLWILER AND REC CENTER	12,000.00
220-8065-484.84-05	CRAIG BERGMANN LANDSCAPE DESIGN INC	HALFWAY HOUSE STRUCTURE LANDSCAPE	8,000.00
220-8065-484.84-05	CRAIG BERGMANN LANDSCAPE DESIGN INC	WDC DESIGN CONSULTATION	5,500.00
TOTAL PARK AND RECREATION FUND			131,092.89
224-8026-476.76-56	N/A	PUBLIC SAFETY BUILDING FROM LOBBY/RECORDS	25,000.00
TOTAL SPECIAL RECREATION FUND			25,000.00
230-6402-435.35-10	CONSERVATION LAND STEWARDSHIP, INC.	EAST GULLY STABILIZATION	3,799.56
230-6407-476.76-03	CONSERVATION LAND STEWARDSHIP, INC.	EAST GULLY STABILIZATION	16,000.00
230-6407-476.76-15	BRUSH ARCHITECTS, LLC	BARRELL GATEWAY PROJECT	7,110.00
230-6407-476.76-15	BERGLUND CONSTRUCTION COMPANY	CEMETERY BARREL GATE RESTORATION SERVICES	79,700.00
230-6407-476.76-20	LAKE FOREST LANDMARK DEVELOPMENT	ARCHITECTURAL SERV FOR CEMETERY MEMORIAL SPIRE	19,800.00
230-6407-476.76-20	CRAIG BERGMANN LANDSCAPE DESIGN INC	LANDSCAPE DESIGN MEMORIAL GARDENS CEMETERY	18,000.00
TOTAL CEMETERY FUND			144,409.56
248-3403-435.35-10	COMMUNITY PARTNERS AFFORD HOUSING	CPAH CONTRACT FOR AFFORDABLE HOUSING	180,000.00
TOTAL HOUSING TRUST FUND			180,000.00
311-1303-466.66-13	BS&A SOFTWARE	ERP SOFTWARE LICENSE, IMPLEMENTATION, DATA CONVERS	45,670.00
311-1303-466.66-13	BS&A SOFTWARE	ERP SOFTWARE LICENSE, IMPLEMENTATION, DATA CONVERS	36,385.00
311-1303-466.66-13	N/A	ERP AND ECM PROJECTS	201,428.00
311-1303-466-6611	N/A	CORE SWITCH REPLACEMENT	62,000.00
311-1503-467.67-09	BEST BUY CARPET INC.	CITY HALL CARPET REPLACEMENT	28,000.00
311-1503-467.67-10	N/A	PUBLIC SAFETY BUILDING REMODEL	123,956.29
311-1503-467.67-10	FGM ARCHITECTS INC.	PUBLIC SAFETY BUILDING REMODEL	28,447.50
311-1503-467.67-24	DYMOND CONTRACT GLAZING WI, INC.	REMOVE EXISTING AND INSTALL NEW SPECIAL LITE DOOR/FRAME	13,506.00
311-1503-467.67-76	DIVINCI PAINTERS INC	DICKENSON HALL PAINTING PROJECT	19,900.00
311-1503-478.78-58	WAUKEGAN SAFE & LOCK LTD	DETERIORATING LOCKSETS AT ELAWA FARM	17,116.80
311-1503-478.78-58	N/A	GORTON ROOF REPLACEMENT	48,815.00
311-3403-467-6713	LAKE COUNTY FOREST PRESERVE DISTRICT	REIMBURSEMENT - PLANTINGS IN MIDDLEFORK SAVANNA	20,000.00
311-3403-467-6713	N/A	TREE REPLACEMENT/BEARS PAYMENT IN LIEU	41,400.00
311-3703-467-6711	SCHROEDER ASPHALT SERVICES	FY20 PAVEMENT RESURFACING - ADVANCE	-395,607.93
311-3703-467.67-26	JOHN KENO AND COMPANY, INC	LAKE & WOODBINE RAVINE	86,021.00
311-3703-467.67-26	GUY SCOPELLITI CO., INC.	CEMETERY RAVINE MANHOLE REPAIR	13,525.00
311-3703-467.67-26	DI TOMASSO EXCAVATING	CEMETERY RAVINE MANHOLE REPAIR	5,500.00

**City of Lake Forest
FY20 Appropriations Ordinance
FY2020 Rollovers**

GL Number	Vendor Name	Description	Balance
311-3703-467.67-80	RJN GROUP INC	2018 SMOKE TESTING	5,042.70
311-3703-467.67-80	RJN GROUP INC	SMOKE TESTING	64,713.00
311-3703-478.78-15	P CLIFFORD MILLER INC	NORTH BEACH ACCESS ROAD BLUFF REPAIR - LANDSCAPE DESIGN	18,740.00
311-3703-478.78-15	JOHN KENO AND COMPANY, INC	N. BEACH ACCESS ROAD RAVINE REPAIR	14,185.00
311-3703-478.78-15	AECOM USA, INC.	NORTH BEACH ACCESS ROAD BLUFF REPAIR	51,408.59
311-3703-478.78-27	N/A	WAUKEGAN ROAD SIDEWALK (DONOR CONTRIBUTION)	199,000.00
311-3703-478.78-81	CIVILTECH ENGINEERING INC	EVERETT ROAD/WAUKEGAN ROAD INTERSECTION (80% GRANT)	161,893.44
311-3703-478.78-89	HANSON PROFESSIONAL SERVICES INC.	PHASE I DESIGN OF BRIDGE ALTERNATIVE (100% GRANT FUNDED)	261,573.11
311-5103-467.67-23	MAG CONSTRUCTION CO	SHERIDAN ROAD BRIDGE END SCROLL STABILIZATION	19,320.00
311-5103-467.67-23	LYNCH CONSTRUCTION CORPORATION	SHERIDAN ROAD BRIDGE RAILING REPLACEMENT	16,017.39
311-5103-467.67-61	TRADITIONAL CONCRETE PRODUCTS	900 SERIES CONCRETE POLES	12,475.00
311-5103-467.67-61	NEPTUN LIGHT, INC	LED SQUARE LIGHT FIXTURES THROUGHOUT TOWN/FY17 ROLLOVER	5,260.00
311-7503-475.75-43	AIR ONE EQUIPMENT INC	MSA G1 SCBA	64,014.00
311-7503-475.75-91	MARION BODY WORKS, INC.	FIRE APPARATUS - NEW ENGINE	525,000.00
311-7503-475.75-91	MPC COMMUNICATIONS & LIGHTING, INC	EMERGENCY LIGHTS 211 & 232	19,000.00
311-7503-475.75-91	N/A	FIRE APPARATUS UPDATES	131,682.00
311-8003-476.76-08	N/A	STIRLING DOOR REPLACEMENT	30,000.00
311-8003-476.76-09	ATP ENTERPRISE GROUP, INC	LAKE FOREST REC CENTER FRONT ENTRANCE REPLACEMENT PROJECT	65,000.00
		TOTAL CAPITAL IMPROVEMENTS FUND	2,060,386.89
501-6072-435.35-10	ADVANCED TELECOMMUNICATIONS OF IL	WATER PLANT SHORTEL CORDLESS PHONES	7,103.00
501-6078-475.75-02	DELL MARKETING L.P	RUGGED TABLETS/FY 18 ROLLOVER	5,407.96
			12,510.96
508-3703-477.77-16	IHC CONSTRUCTION COMPANIES, LLC	2018 SW SEWER FORCEMAIN REPLACEMENT	30,911.80
508-3703-477.77-17	JOHN KENO AND COMPANY, INC	WATER PLANT RAVINE	83,247.00
508-6003-477.77-04	N/A	WATER PLANT PROJECT CONTINGENCY	170,460.00
508-6003-477.77-04	JOSEPH J HENDERSON & SON INC	WATER PLANT PROJECT	40,231.00
508-6003-477.77-04	STRAND ASSOCIATES, INC	WATER PLANT PROJECT	21,376.00
			346,225.80
601-5901-443.43-11	MCNEILUS TRUCK & MFG CO	NEW FLOOR - VEHICLE #184/FY18 ROLLOVER	9,000.00
			9,000.00
			3,526,472.23

THE CITY OF LAKE FOREST
Appropriation Ordinance Worksheet

	Budget Expenditures FY2020	Debt Payments	Rollovers	Library	Subtotal	Contingency	Approp Ord
101 General Fund	35,641,204		185,313		35,826,517	3,582,652	39,409,169
120 Flex	9,800				9,800	980	10,780
122 LF Hospital Project	0				0	0	0
124 MS Site Project	25,000				25,000	2,500	27,500
Special Revenue Funds							
201 Park & Public Land	635,000		400,000		1,035,000	103,500	1,138,500
202 MFT	0		32,533		32,533	3,253	35,786
205 Emergency Telephone	231,797				231,797	23,180	254,977
210 Senior Resources	633,234				633,234	63,323	696,557
220 Parks and Recreation (incl Rec Dev)	9,114,669		131,093		9,245,762	924,576	10,170,338
223 Parks Equip Reserve	255,000				255,000	25,500	280,500
224 Special Recreation	474,817		25,000		499,817	49,982	549,799
230 Cemetery	3,056,467		144,409		3,200,876	320,088	3,520,964
245 Foreign Fire Insurance	100,000				n/a		0
247 Police Restricted Funds	88,459				88,459	8,846	97,305
248 Housing Trust	200,000		180,000		380,000	38,000	418,000
Capital Project Funds							
311 Capital Improvement	7,230,974		2,060,387		9,291,361	929,136	10,220,497
322 Laurel/Western Redevelopment TIF	1,208,944				1,208,944	120,894	1,329,838
Debt Service Funds							
422 SSA 25 - Knollwood Sewer	72,932	(72,932)			0		0
423 SSA 26 - Waukegan Sewer	20,556	(20,556)			0		0
424 SSA 29 - Saunders Road	148,070	(148,070)			0		0
425 2004B - Storm Sewer	530,280	(530,280)			0		0
428 2009 G.O. Bonds - Western Avenue	278,695	(278,695)			0		0
429 2010 G.O. Bonds	615,599	(615,599)			0		0
432 2013 Refunding 2010A	680,513	(680,513)			0		0
433 2015 G.O. Bonds	590,675	(590,675)			0		0
Enterprise Funds							
501 Water & Sewer	8,344,955		12,511		8,357,466	835,747	9,193,213
508 Water and Sewer Capital	1,055,000		346,226		1,401,226	140,123	1,541,349
510 Deerpath Golf Course	2,105,815				2,105,815	210,582	2,316,397
Internal Service Funds							
601 Fleet	1,905,638		9,000		1,914,638	191,464	2,106,102
605 Liability Insurance	1,254,744				1,254,744	125,474	1,380,218
610 Self Insurance	5,997,000				5,997,000	599,700	6,596,700
Pension/Trust Funds							
701 Fire Pension	2,865,030				2,865,030	286,503	3,151,533
702 Police Pension	3,330,030				3,330,030	333,003	3,663,033
709 Trust Care Funds							
Total All Funds	88,700,897	(2,937,320)	3,526,472	0	89,190,049	8,919,005	98,109,054
Library				4,343,352	4,343,352	434,335	4,777,687
					4,343,352	93,533,401	9,353,340
SD 67					38,797,030		38,797,030
Appropriation Ordinance Total							141,683,772

**AN ORDINANCE MAKING APPROPRIATION FOR CORPORATE PURPOSES AND
FOR THE PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST, COUNTY OF
LAKE AND STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING
MAY 1, 2019 AND ENDING APRIL 30, 2020**

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

Section 1: That the following sums, or so much thereof as may be authorized by law, be and the same are hereby appropriated from the respective fund designated in this ordinance for the corporate purposes of The City of Lake Forest and for the objects and purposes stated herein according to departments and other separate agencies, and for the Public Schools of The City of Lake Forest, County of Lake and State of Illinois, to defray the necessary expenses of the City and its Public Schools for the fiscal year commencing May 1, 2019 and ending April 30, 2020.

GENERAL FUND

<u>General Government</u>	<u>Appropriation</u>
Salaries and Benefits	\$ 2,938,749
Supplies/Other Services and Charges	5,225,290
Capital Equipment	
Contingency - to meet expenses of emergencies and optional expenses not otherwise provided for	3,582,652
TOTAL GENERAL GOVERNMENT	\$ 11,746,691

<u>Law</u>	
Contractual Services	\$ 450,000
TOTAL LAW	\$ 450,000

<u>Community Development</u>	
Salaries and Benefits	\$ 1,793,950
Supplies/Other Services and Charges	241,328
Capital Equipment	-
TOTAL COMMUNITY DEVELOPMENT	\$ 2,035,278

<u>Public Works Administration</u>	
Salaries and Benefits	\$ 438,987
Supplies/Other Services and Charges	90,759
TOTAL PUBLIC WORKS ADMINISTRATION	\$ 529,746

Public Buildings**Building Maintenance**

Salaries and Benefits	\$ 917,698
Supplies/Other Services and Charges	873,495
TOTAL PUBLIC BUILDINGS	\$ 1,791,193

Streets

Salaries and Benefits	\$ 1,131,051
Supplies/ Other Service and Charges	700,593
TOTAL STREETS	\$ 1,831,644

Sanitation

Salaries and Benefits	\$ 1,405,615
Supplies/ Other Service and Charges	1,086,786
TOTAL SANITATION	\$ 2,492,401

Storm Sewers

Salaries and Benefits	\$ 148,418
Supplies/ Other Service and Charges	31,668
TOTAL STORM SEWERS	\$ 180,086

Engineering

Salaries and Benefits	\$ 606,851
Supplies/ Other Service and Charges	370,229
TOTAL ENGINEERING	\$ 977,080

Fire**Administration**

Salaries and Benefits	\$ 4,810,640
Supplies/ Other Service and Charges	2,143,709
Sub-Total	\$ 6,954,349

Emergency Medical Services

Supplies/ Other Service and Charges	\$ 28,813
Sub-Total	\$ 28,813

Fire Suppression

Supplies/ Other Service and Charges	\$ 105,500
Sub-Total	\$ 105,500

TOTAL FIRE	\$ 7,088,662
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Appropriation

Police

Salaries and Benefits	\$ 6,527,637
Supplies/ Other Service and Charges	3,758,751
TOTAL POLICE	\$ 10,286,388

TOTAL AMOUNT APPROPRIATED FROM THE GENERAL FUND	\$ 39,409,169
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Flex Fund

Supplies/Other Services and Charges	\$ 9,800
Contingency to meet expenses of emergencies and expenses not otherwise provided for	980
TOTAL AMOUNT APPROPRIATED FROM Flex Fund	\$ 10,780

MS Site Project

Supplies/Other Services and Charges	\$ 25,000
Contingency to meet expenses of emergencies and expenses not otherwise provided for	2,500
TOTAL AMOUNT APPROPRIATED FROM MS SITE PROJECT	\$ 27,500

PARK AND PUBLIC LAND FUND

Park Improvements	\$ 1,035,000
Contingency to meet expenses for emergencies and expenses not otherwise provided for	103,500
TOTAL AMOUNT APPROPRIATED FROM THE PARK AND PUBLIC LAND FUND	\$ 1,138,500

MOTOR FUEL TAX FUND

Capital Improvements	\$ 32,533
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	3,253
TOTAL AMOUNT APPROPRIATED FROM THE MOTOR FUEL TAX FUND	\$ 35,786

Appropriation

EMERGENCY TELEPHONE FUND

Police

Salaries and Benefits	\$ -
Supplies/ Other Service and Charges	231,797
Capital Equipment	-
Contingency to meet expenses for emergencies and expenses not otherwise provided for	23,180
TOTAL POLICE	\$ 254,977
TOTAL AMOUNT APPROPRIATED FROM THE EMERGENCY TELEPHONE FUND	\$ 254,977

SENIOR RESOURCES COMMISSION FUND

Salaries and Benefits	\$ 405,830
Supplies/Other Services and Charges	227,404
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	63,323
TOTAL AMOUNT APPROPRIATED FROM THE SENIOR RESOURCES COMMISSION FUND	\$ 696,557

PARKS AND RECREATION FUND

Recreation

Recreation Programs

Salaries and Benefits	\$ 3,410,497
Supplies/ Other Service and Charges	1,845,729
Capital Equipment	-
Sub-Total	\$ 5,256,226
 Parks Equipment Reserve	 255,000
Contingency to meet expenses of emergencies and expenses not otherwise provided for	950,076
TOTAL RECREATION SECTION	\$ 6,461,302

	<u>Appropriation</u>
<u>Parks and Forestry</u>	
<u>Administration</u>	
Salaries and Benefits	\$ 2,602,654
Supplies/ Other Service and Charges	628,132
Capital Equipment	255,000
Sub-Total	<u>\$ 3,485,786</u>
<u>Grounds Maintenance</u>	
Supplies/ Other Service and Charges	\$ 312,500
Sub-Total	<u>\$ 312,500</u>
<u>Athletic Field Plg/Tennis</u>	
Supplies/ Other Service and Charges	\$ 72,500
Sub-Total	<u>\$ 72,500</u>
<u>Lakefront Facilities</u>	
Supplies/ Other Service and Charges	\$ 27,500
Capital Equipment	-
Sub-Total	<u>\$ 27,500</u>
<u>Tree Trimming</u>	
Supplies/ Other Service and Charges	\$ 41,250
Sub-Total	<u>\$ 41,250</u>
<u>Tree Removal</u>	
Supplies/ Other Service and Charges	\$ 18,500
Sub-Total	<u>\$ 18,500</u>
<u>Insect & Disease</u>	
Supplies/ Other Service and Charges	\$ 19,000
Sub-Total	<u>\$ 19,000</u>
<u>Tree & Shrub Planting/Care</u>	
Supplies/ Other Service and Charges	\$ 12,500
Sub-Total	<u>\$ 12,500</u>
TOTAL PARKS AND FORESTRY SECTION	<u><u>\$ 3,989,536</u></u>
TOTAL AMOUNT APPROPRIATED FROM THE PARKS AND RECREATION FUND	<u><u>\$ 10,450,838</u></u>

Appropriation

SPECIAL RECREATION FUND

Salaries and Benefits	\$ 43,409
Supplies/Other Services and Charges	286,024
Capital Improvements	170,384
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	49,982
TOTAL AMOUNT APPROPRIATED FROM THE SPECIAL RECREATION FUND	\$ 549,799

CEMETERY COMMISSION FUND

Salaries and Benefits	\$ 427,573
Supplies/Other Services and Charges	1,437,579
Capital Improvements	1,335,724
Contingency to meet expenses of emergencies and operational expenses not otherwise provided for	320,088
TOTAL AMOUNT APPROPRIATED FROM THE CEMETERY COMMISSION FUND	\$ 3,520,964

PUBLIC LIBRARY FUND

Library Services

Salaries and Benefits	\$ 2,561,197
Supplies/Other Services and Charges	1,286,355
Building Maintenance - Supplies/Other Services and Charges	\$ 245,800
Contingency to meet expenses of emergencies and operational expenses not otherwise provided for	434,335
Sub-Total	\$ 4,527,687
Capital Equipment	\$ 125,000
Capital Improvements	125,000
Sub-Total	\$ 250,000
TOTAL AMOUNT APPROPRIATED FROM THE PUBLIC LIBRARY FUND	\$ 4,777,687

	<u>Appropriation</u>
<u>Police Restricted Fund</u>	
Supplies/Other Services and Charges	\$ 88,459
Contingency to meet expenses of emergencies and expenses not otherwise provided for	8,846
TOTAL AMOUNT APPROPRIATED FROM ALCOHOL ASSET FORFEITURE FUND	\$ 97,305

<u>HOUSING TRUST FUND</u>	
Supplies/Other Services and Charges	\$ 380,000
Capital Improvements	-
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	38,000
TOTAL AMOUNT APPROPRIATED FROM THE HOUSING TRUST FUND	\$ 418,000

<u>CAPITAL IMPROVEMENTS FUND</u>	
Salaries and Benefits	\$ -
Supplies/Other Services and Charges	6,555
Capital Equipment	481,000
Capital Improvements	8,803,806
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	929,136
TOTAL AMOUNT APPROPRIATED FROM THE CAPITAL IMPROVEMENTS FUND	\$ 10,220,497

<u>Laurel/Western Redevelopment</u>	
Supplies/Other Services and Charges	508,944
Capital Improvements	\$ 700,000
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	120,894
TOTAL AMOUNT APPROPRIATED FROM THE RT 60 INTERSECTION FUND	\$ 1,329,838

Appropriation

WATER AND SEWER FUND

General Government

Salaries and Benefits	\$ 252,318
Supplies/Other Services and Charges	2,023,880
Debt retirement	2,487,655
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	835,747

TOTAL GENERAL GOVERNMENT	\$ 5,599,600
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Public Works

Salaries and Benefits	\$ 2,286,477
Supplies/Other Services and Charges	1,307,136

TOTAL PUBLIC WORKS ADMINISTRATION	\$ 3,593,613
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TOTAL AMOUNT APPROPRIATED FROM THE WATER AND SEWER FUND	\$ 9,193,213
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WATER AND SEWER CAPITAL FUND

Capital Equipment	\$ 250,000
Capital Improvements	1,151,226
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	140,123

TOTAL AMOUNT APPROPRIATED FROM THE WATER AND SEWER CAPITAL FUND	\$ 1,541,349
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DEERPATH GOLF COURSE FUND

Administration

Salaries and Benefits	\$ 512,747
Supplies/Other Services and Charges	672,981
Capital Equipment	-
Capital Improvements	-
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	210,582

TOTAL ADMINISTRATION	\$ 1,396,310
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	<u>Appropriation</u>
<u>Course Maintenance</u>	
Salaries and Benefits	\$ -
Supplies/Other Services and Charges	148,597
TOTAL COURSE MAINTENANCE	<u><u>\$ 148,597</u></u>
 <u>Clubhouse</u>	
Salaries and Benefits	\$ 168,695
Supplies/Other Services and Charges	602,795
TOTAL CLUBHOUSE	<u><u>\$ 771,490</u></u>
 TOTAL AMOUNT APPROPRIATED FROM THE DEERPATH GOLF COURSE FUND	 <u><u>\$ 2,316,397</u></u>

FLEET FUND

Salaries and Benefits	\$ 760,638
Supplies/Other Services and Charges	1,154,000
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	191,464
TOTAL AMOUNT APPROPRIATED FROM THE FLEET FUND	<u><u>\$ 2,106,102</u></u>

LIABILITY INSURANCE FUND

Supplies/Other Services and Charges	\$ 1,254,744
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	125,474
TOTAL AMOUNT APPROPRIATED FROM THE LIABILITY INSURANCE FUND	<u><u>\$ 1,380,218</u></u>

SELF INSURANCE FUND

Supplies/Other Services and Charges	\$ 5,997,000
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	599,700
TOTAL AMOUNT APPROPRIATED FROM THE SELF INSURANCE FUND	<u><u>\$ 6,596,700</u></u>

FIREFIGHTERS' PENSION FUND

Appropriation

Other Services and Charges	\$ 2,865,030
Contingency to meet expenses for emergencies and expenses not otherwise provided for	286,503
TOTAL AMOUNT APPROPRIATED FROM THE FIREFIGHTERS' PENSION FUND	\$ 3,151,533

POLICE PENSION FUND

Other Services and Charges	\$ 3,330,030
Contingency to meet expenses for emergencies and expenses not otherwise provided for	333,003
TOTAL AMOUNT APPROPRIATED FROM THE POLICE PENSION FUND	\$ 3,663,033

Public Schools THE CITY OF LAKE FOREST

School District No. 67

From the Education Fund	\$ 29,984,361
From the Operations, Building and Maintenance Fund	4,407,512
From the Capital Projects Fund	2,594,228
From the Illinois Municipal Retirement/Social Security Fund	782,839
From the Transportation Fund	1,028,090
TOTAL AMOUNT APPROPRIATED FOR PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST (School District No. 67)	\$ 38,797,030

Summary of the Amounts Appropriated From the Several Funds

<u>Fund</u>	<u>Appropriation</u>
General	\$ 39,409,169
Flex	10,780
MS Site Project	27,500
Park and Public Land	1,138,500
Motor Fuel Tax	35,786
Emergency Telephone	254,977
Senior Resources Commission	696,557

Parks and Recreation	10,450,838
Special Recreation	549,799
Cemetery Commission	3,520,964
Public Library	4,777,687
Alcohol Asset Forfeiture	97,305
Affordable Housing	418,000
Capital Improvements	10,220,497
Laurel/Western Redevelopment	1,329,838
Water and Sewer	9,193,213
Water and Sewer Capital Fund	1,541,349
Deerpath Golf Course	2,316,397
Fleet	2,106,102
Liability Insurance	1,380,218
Self Insurance	6,596,700
Firefighters' Pension	3,151,533
Police Pension	3,663,033
Sub-Total	<u>\$ 102,886,742</u>

The City of Lake Forest School District No. 67

Education	\$ 29,984,361
Operations, Building and Maintenance	\$ 4,407,512
Capital Projects	\$ 2,594,228
Illinois Municipal Retirement/Social Security	\$ 782,839
Transportation	\$ 1,028,090
Sub-Total	<u>\$ 38,797,030</u>

GRAND TOTAL	<u>\$ 141,683,772</u>
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Section 2: That any sum of money heretofore appropriated and not expended now in the Treasury of The City of Lake Forest, or that hereafter may come into the Treasury of The City of Lake Forest, is hereby reappropriated by this Ordinance.

Section 3: That the funds derived from sources other than the 2018 tax levy and other revenue pledged for specific purposes may be allotted by the Mayor and City Council to such appropriations and in such amounts respectively,

as said Corporate Authorities may determine within the limits of said appropriations, respectively, insofar as doing same does not conflict with the law.

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

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

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

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

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

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

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

PASSED THIS ____ day of _____, 2019

APPROVED THIS ____ day of _____, 2019

ATTEST:

City Clerk

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

The City of Lake Forest
CITY COUNCIL
Proceedings of the Monday, June 3, 2019
City Council Meeting - City Council Chambers

CALL TO ORDER AND ROLL CALL: Honorable Mayor Pandaleon called the meeting to order at 6:35pm, and the City Clerk, Margaret Boyer called the roll of Council members.

Present: Honorable Mayor Pandaleon, Alderman Beidler, Alderman Morris, Alderman Newman, Alderman Rummel, Alderman Preschlack, Alderman Goshgarian, 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 Pandaleon reported that unfortunately, Ms. Haines was not able to make the City Council meeting and asked for a motion to approve the resolution of appreciation.

A. Approval of a Resolution of Appreciation for Retiring Account Clerk III, Laronda Haines

COUNCIL ACTION: Approval of a Resolution of Appreciation for Retiring Account Clerk III, Laronda Haines

Alderman Rummel made a motion to approve the resolution of appreciation for retiring account Clerk II, Laronda Haines, seconded by Alderman Newman. Motion carried unanimously by voice vote.

Mayor Pandaleon read the following appointment and asked for a motion.

B. 2019-2020 Board and Commission Appointments and Reappointments

CEMETERY

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
John L. Anderson	Appoint	2

COUNCIL ACTION: Approve the Mayor's Appointments and Reappointments

Alderman Preschlack made a motion to approve the Mayor's appointment, seconded by Alderman Beidler. Motion carried unanimously by voice vote.

C. Lake Forest Day Proclamation

Mayor Pandaleon read the Proclamation, proclaiming Wednesday, August 7, 2019 to be Lake Forest Day in The City of Lake Forest. He asked for a motion and a second for approval. Motion carried unanimously by voice vote. Richard Tucker of the American Legion was in attendance to accept the Proclamation.

D. Statement of Appreciation Regarding IDOT Pronouncement Opposing A Third Rail in the City of Lake Forest and Glenview

Mayor Pandaleon read a statement in response to a letter from IDOT to Senator Julie Morrison confirming that IDOT will not pursue holding tracks in either Lake Forest or the Village of Glenview. Mayor Pandaleon stated that this written confirmation brings needed closure to this important issue, and expressed his gratitude to several people for their efforts in bringing this matter to a successful resolution.

COMMENTS BY CITY MANAGER

A. Community Spotlight
- **History Center of Lake Forest and Lake Bluff**
-Carol Summerfield, Executive Director

City Manager Jason Wicha introduced Carol Summerfield, Executive Director of the History Center of Lake Forest and Lake Bluff. Ms. Summerfield gave an overview that included a brief history, programming and Studio 509, which is a sociology archive. For more information, visit LFLBhistory.org

COMMITTEE REPORTS

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

ITEMS FOR OMNIBUS VOTE CONSIDERATION

- 1. Approval of the May 20, 2019 First Session of the City Council Meeting Minutes**
- 2. Approval of the May 20, 2019 Second Session of the City Council Meeting Minutes**
- 3. Approval of the Check Register for the Period of May 4-24, 2019**
- 4. Consideration of an Ordinance Approving a Recommendation from the Historic Preservation Commission. (First Reading and if Desired by the City Council, Final Approval)**

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

Mayor Pandaleon asked members of the Council if they would like to remove any item or take it separately.

The City Council had discussion on item # 4. Mayor Pandaleon again asked members of the Council if they would like to remove any item or take it separately. Seeing none, Mayor Pandaleon asked for a motion to approve the four (4) Omnibus items as presented.

Alderman Preschlack made a motion to approve the four (4) Omnibus items as presented, seconded by Alderman Moreno. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

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

ORDINANCES

- 1. Consideration of a Recommendation from the Plan Commission in Support of a Special Use Permit for Scouts, a Family Friendly Restaurant, in the Existing Building at Westwood Center, 950 N. Western Avenue. (If desired by the Council, Waive First Reading and Grant Final Approval of the Ordinance.)**

Catherine Czerniak, Director of Community Development, reported that the recommendation from the Plan Commission is being presented to the City Council for consideration and final action. This is a request for a Special Use Permit to allow a new restaurant to locate in an existing commercial development, on the southwest corner of Western Avenue and Woodland Road. Ms. Czerniak reported that the City Code classifies restaurants located within 150' of residential zoning districts as special uses; restaurants located further away from residential properties are permitted outright. Special uses proposed in the City's business districts require consideration by the Plan Commission through the public hearing process, and must be evaluated based on the applicable criteria in the Code. In addition, restaurants must also comply with the performance standards specifically for restaurants detailed in the Code. The review process assures that the proposed use is considered in the contexts of both the nearby residential neighborhood and the business district, and provides the opportunity for public input. Often, special uses are approved subject to conditions and limitations, as is the case with this petition.

Ms. Czerniak gave an overview of the site that included, perimeter fencing, alley use, parking and exterior lighting. She also reviewed planned significant improvements on the site, both inside the building and out, that are underway with more work planned in the coming months. Ms. Czerniak reported that the Plan Commission was sensitive to the adjacent single family homes and conditions of approval were discussed.

The City Council had discussion on the Building Review Board involvement with this item, Special Use Criteria, parking, lighting and construction or road issues that may arise.

Mayor Pandaleon asked if there was anyone from the public who would like to comment on this item.

Carol Dahl asked Ms. Czerniak about the hours of operation and hours that alcohol would be permitted in the courtyard, Ms. Czerniak reported that 11pm was a condition of use and that City Code allowed alcohol to be served until midnight.

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

COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading and grant final approval of the Ordinance approving a Special Use Permit for Scouts, a new family friendly restaurant at Westwood Center, 950 N. Western Avenue in accordance with the Plan Commission's recommendation.

Alderman Beidler made a motion to waive first reading and grant final approval of the Ordinance approving a Special Use Permit for Scouts, a new family friendly restaurant at Westwood Center, 950 N. Western Avenue in accordance with the Plan Commission's recommendation, seconded by Alderman Moreno. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried

NEW BUSINESS

- 1. Approval of a Construction Administration Agreement for Telecommunications Facilities with MCImetro Access Transmission Services Corporation**

Mike Strong, Assistant to the City Manager, reported that staff requests approving a Construction Administration Agreement for Telecommunications Facilities with MCImetro Access Transmission Services Corporation, d/b/a Verizon Access Transmission Services to install and operate underground fiber optic telecommunications cables within the City's rights-of-way. Mr. Strong reviewed a map and gave an outline of the projected work and the respective rights and responsibilities of both parties as outlined in the agreement.

The City Council had discussion on installation with current projects, directional boring and questions on the map that was shown.

Mayor Pandaleon 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: Approval of a Construction Administration Agreement (in substantially the form attached) for Telecommunications Facilities with MCImetro Access Transmission Services Corporation and Authorize and direct the City Manager, in consultation with the City Attorney, to finalize the terms of the Agreement.

Alderman Moreno made a motion for approval of a Construction Administration Agreement (in substantially the form attached) for Telecommunications Facilities with MCImetro Access Transmission Services Corporation and Authorize and direct the City Manager, in consultation with the City Attorney, to finalize the terms of the Agreement, seconded by Alderman Rummel. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

2. Approval of the 2019 Parks & Recreation Department 10-Year Strategic Master Plan Document

Joe Mobile, Superintendent of Recreation, reported that the Parks & Recreation Board requests approval of the 2019 10-Year Strategic Master Plan Document as a working document for the future planning and development for the Parks and Recreation Department. Mr. Mobile reviewed the goals of the plan and stated that The Chart our Future 10-year Strategic Master Plan is the roadmap for the City of Lake Forest Parks and Recreation key stakeholders to align and drive continual growth and improvement of open space, facilities, recreation systems, and services.

Alderman Goshgarian recused himself from voting on this item, as he is a former member of the Friends of Lake Forest Parks and Recreation Foundation.

The City Council had discussion on benchmarking, future projects and public private partnership success in The City of Lake Forest.

Mayor Pandaleon 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: Approval of the 2019 Parks & Recreation Department 10-Year Strategic Master Plan Document

Alderman Preschlack made a motion for approval of the 2019 Parks & Recreation Department 10-Year Strategic Master Plan Document, seconded by Alderman Beidler. The following voted "Aye": Aldermen

Beidler, Morris, Newman, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted "Nay": None. The following abstained: Alderman Goshgarian. 7- Ayes, 0 Nays, 1 abstention, motion carried.

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

A. Reconsideration and Rescission of Approval of a First Amendment to the Restated Agreement Relating to the Gorton Property

Julie Tappendorf, City Attorney reported that at its last meeting, the City Council approved an amendment to the structure of the Gorton Community Center Board, where there were a couple of questions raised at the meeting and staff suggested revisions that will be incorporated and presented at a future City Council meeting.

Mayor Pandaleon 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: Reconsideration and Rescission of Approval of a First Amendment to the Restated Agreement Relating to the Gorton Property

Alderman Newman made a motion for Reconsideration and Rescission of Approval of a First Amendment to the Restated Agreement Relating to the Gorton Property seconded by Alderman Preschlack. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

Alderman Rummel reported on the completion of the Lake Forest Police Academy by her and the City Manager. Mr. Wicha encouraged all citizen to get involved in the opportunities offered by both the Lake Forest Fire and the Police Departments.

ADJOURNMENT

There being no further business Mayor Pandaleon asked for a motion. Alderman Goshgarian made a motion to adjourn, seconded by Alderman Buschmann. Motion carried unanimously by voice vote at 7:51 pm.

Respectfully Submitted
Margaret Boyer, City Clerk

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

The City of Lake Forest
CITY COUNCIL
Proceedings of the Monday, June 17, 2019
City Council Meeting - City Council Chambers

Motion to Appoint Alderman Newman as Mayor Pro Tem

City Clerk, Margaret Boyer asked for a motion to appoint Alderman Newman as Mayor Pro Tem. Alderman Beidler made a motion, seconded by Alderman Moreno. Motion carried unanimously by voice vote.

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

Present: Alderman Beidler, Alderman Morris, Alderman Newman, Alderman Preschlack, Alderman Goshgarian, Alderman Moreno and Alderman Buschmann.

Absent: Mayor Pandaleon and Alderman Rummel

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

COMMENTS BY CITY MANAGER

A. Community Spotlight

- **Lake Forest Preservation Foundation**
- **Tom Gleason, Vice President of Communications and Awards Chairman**

City Manager Jason Wicha introduced Lake Forest Preservation Foundation Vice President of Communications, Tom Gleason. He reported on the standards of judging used in evaluation and reviewed the recipients of this year's Historic Preservation Foundation Awards. Mayor Pro Tem Newman thanked Mr. Gleason and the Foundation for all their work.

B. ComEd Annual Update

- **Calandra Davis, External Affairs Manager**

City Manager Jason Wicha introduced External Affairs Manager, Calandra Davis. She reported on the 99.97% reliability performance in The City of Lake Forest and gave an overview of improvement work ComEd has completed. The City Council had discussion on distribution lines, LED street light conversion and tree trimming.

C. Update on Hughes Gateway/North Beach Access Road

- **Sally Swarthout, Director of Parks & Recreation and**
- **Michael Thomas, Director of Public Works**

Michael Thomas, Director of Public Works who gave an update on the ravine repair and roadwork, reporting that most of the stone has already been delivered, therefore decreasing traffic to and from the site. The City

Council had discussion on budget, cost estimates, schedule and plantings and recent rainfall totals. Sally Swarthout, Director of Parks & Recreation gave an overview of lakefront data on visits and hours of operation. The City Council had discussion on hours of operation and possibly extending the beach season based on weather.

COMMITTEE REPORTS

FINANCE COMMITTEE

A. Consideration of the Annual Appropriation Ordinance for FY2020 and Approval of Rollovers (*First Reading*)

Elizabeth Holleb, Finance Director, reported the annual Appropriation Ordinance is the formal legal mechanism by which the City Council authorizes the actual expenditures of funds budgeted in the annual budget.

Ms. Holleb reported the Appropriation Ordinance provides for a 10% “contingency” above the budgeted expenditures. Each separate fund includes an item labeled “contingency” with an appropriate sum equivalent to 10% of the total funds budgeted. She reported it is important to note that the City Council and City staff follows the adopted budget as its spending guideline, not the Appropriation Ordinance. Without the contingency, the City Council would have to pass further modifications to the Appropriation Ordinance to cover any unforeseen expenditures exceeding the budget.

The City Council had discussion on contingency, the rollover cap and why that number may be smaller when this item heard for final reading.

Mayor Pro Tem Newman asked if there was anyone from the public who wanted to comment on this item. Seeing none, he asked for a motion.

COUNCIL ACTION: Approve first reading of the FY2020 Appropriation Ordinance (page 15) and the rollovers. A copy of the ordinance is available for review by the public in the City Clerk’s office. A public hearing will be conducted on July 15, 2019 in conjunction with second reading of the ordinance.

Alderman Morris made a motion to approve first reading of the FY2020 Appropriation Ordinance and the rollovers, seconded by Alderman Preschlack. The following voted “Aye”: Aldermen Beidler, Morris, Newman, Preschlack, Goshgarian, Moreno and Buschmann. The following voted “Nay”: None. 7- Ayes, 0 Nays, motion carried.

PUBLIC WORKS COMMITTEE

A. Approval of a Contract with Hey and Associates, Inc. to Provide Engineering Design Services for the Rosemary Road Ravine Project in an Amount not to Exceed \$77,750

Jim Lockfeer, Public Works Management Analyst, reported that the Public Works Committee and City staff are requesting approval of a contract with Hey and Associates, Inc. to provide professional engineering design services for the Rosemary Road Ravine Project in an amount not to exceed \$77,750. He gave an overview of the project area. He explained the budget overage, as additional issues were not discovered at the time of the preliminary review, noting that the amount exceeding budget is proposed to be taken from the “Storm: Bluff, Ravine and Ditch Improvements” account. The City Council had discussion on apparent age of the culvert, bricks under the road and visibility of this project.

Mayor Pro Tem Newman asked if there was anyone from the public who wanted to comment on this item. Seeing none, he asked for a motion.

COUNCIL ACTION: Approval of a contract with Hey and Associates, Inc. to provide engineering design services for the Rosemary Road Ravine Project in an amount not to exceed \$77,750.

Alderman Buschmann made a motion to approve a contract with Hey and Associates, Inc. to provide engineering design services for the Rosemary Road Ravine Project in an amount not to exceed \$77,750, seconded by Alderman Goshgarian. The following voted "Aye": Aldermen Beidler, Morris, Newman, Preschlack, Goshgarian, Moreno and Buschmann. The following voted "Nay": None. 7- Ayes, 0 Nays, motion carried.

B. Approval of a Contract with Bleck Engineering Company, Inc. to Provide Engineering Design Services for the Ringwood Road Ravine Project in an Amount not to Exceed \$44,500

Jim Lockefer, Public Works Management Analyst, reported that the Public Works Committee and City staff are requesting approval of a contract with Bleck Engineering Company, Inc. to provide professional engineering design services for the Ringwood Road Ravine Project in an amount not to exceed \$44,500. He gave an overview of the project area. He stated that these failures have also resulted in a portion of the adjacent ravine slope sliding. Repairs are needed to re-build the crushed end of the box culvert, the failed retaining wall, and to correct the ravine slide that has occurred on the slope.

The City Council had discussion on design, construction and the headwall and the historical issue.

Mayor Pro Tem Newman asked if there was anyone from the public who wanted to comment on this item. Seeing none, he asked for a motion.

COUNCIL ACTION: Approval of a contract with Bleck Engineering Company, Inc. to provide engineering design services for the Ringwood Road Ravine Project in an amount not to exceed \$44,500

Alderman Moreno made a motion to approve contract with Bleck Engineering Company, Inc. to provide engineering design services for the Ringwood Road Ravine Project in an amount not to exceed \$44,500, seconded by Alderman Beidler. The following voted "Aye": Aldermen Beidler, Morris, Newman, Preschlack, Goshgarian, Moreno and Buschmann. The following voted "Nay": None. 7- 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 June 3, 2019 City Council Meeting Minutes**
- 2. Award Multisystem Management Company a Three-year Janitorial Services Contract Included in the FY 2020 – 2022 Operating Budgets in the Annual Amount of \$226,908.**
- 3. 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 three (3) Omnibus items as presented

Mayor Pro Tem Newman asked members of the Council if they would like to remove any item or take it separately.

Alderman Buschmann made a motion to table item #1, seconded by Alderman Moreno.

Mayor Pro Tem Newman again asked members of the Council if they would like to remove any item or take it separately. Seeing none, he asked for a motion to approve the two (2) Omnibus items as presented.

Alderman Buschmann made a motion to approve the two (2) Omnibus items as presented, seconded by Alderman Beidler. The following voted "Aye": Aldermen Beidler, Morris, Newman, Preschlack, Goshgarian, Moreno and Buschmann. The following voted "Nay": None. 7- 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

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

ADJOURNMENT

There being no further business Mayor Pro Tem Newman asked for a motion. Alderman Moreno made a motion to adjourn, seconded by Alderman Beidler. Motion carried unanimously by voice vote at 7:36 pm.

Respectfully Submitted
Margaret Boyer, City Clerk

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

The City of Lake Forest
CITY COUNCIL WORKSHOP
Proceedings of the Monday, July 1, 2019
City Council Workshop Meeting –
Municipal Services Center, 800 N. Field Drive, Lake Forest, IL

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

Present: Honorable Mayor Pandaleon, Alderman Beidler, Alderman Morris, Alderman Rummel, Alderman Goshgarian, Alderman Moreno and Alderman Buschmann.

Absent: Alderman Newman and Alderman Preschlack.

CALL TO ORDER AND ROLL CALL

6:30 p.m.

1. DISCUSSION ON EXPECTATIONS REGARDING PRINCIPLES, DECISION MAKING PARAMETERS AND CONDUCT FOR THE CITY COUNCIL AND ITS MEMBERS

-MAYOR PANDALEON

Mayor Pandaleon welcomed the Council, Members of the Community, and City Staff to the Workshop meeting. He stated that while he had not planned discussion on the Decision Making Parameters, he emphasized highlights if the Parameters which included: connecting residents with the right staff, representing the entire City when acting as a member of the Council, allowing staff to solve issues, consulting with staff before responding to residents and using the established avenues for concerned citizens to address the City Council in our public meetings, being careful to follow those processes, and refrain from offering excessive staff time and resources to "squeaky wheels." He stated that the best way for concerned citizens to have broader influence over decision making is to get involved in the Caucus and/or seek appointed and elective office.

1. DISCUSSION ON CONFLICTS OF INTEREST

-CITY ATTORNEY, JULIE TAPPENDORF

Mayor Pandaleon said that this item will be tabled until after the Legal Committee finishes its review of the Ethics Ordinance. The City Attorney reported that the Legal Committee is in the process of a comprehensive re-write and the Council should anticipate seeing the Ethics Ordinance in the fall. The City Council had discussion on ex parte conversations and the Decision Making Parameters.

2. DISCUSSION OF FY2019 TRANSFER FROM GENERAL FUND TO CAPITAL IMPROVEMENTS FUND

-ELIZABETH HOLLEB, FINANCE DIRECTOR

Finance Director Elizabeth Holleb gave an overview explaining the surplus for FY19 that came from building permits and interest revenue. The City Council had lengthy discussion on where, when and what projects the surplus funds can be used and the City Councils ability to reallocate funds back to the General fund, creating an Emergency fund, and fiscal stewardship.

3. DISCUSSION ON RECREATIONAL CANNABIS

-CITY STAFF

City Manager Jason Wicha reported on the impacts of Governor Pritzker signing a new bill to legalize marijuana. City Attorney Julie Tappendorf reported on the City's options from zoning to a full ban on the sale. Catherine Czerniak reported that the Plan Commission would have a role in the code issue. DeSha Kalmar reported that the City would have to change its personnel policies. The City Council had lengthy discussion and concurred that the City would take the position of a complete ban on the sale of marijuana.

**4. DISCUSSION ON IDOT PUMP STATION (DEERPATH/41)
-MICHAEL THOMAS, DIRECTOR OF PUBLIC WORKS**

Director of Public Works Michael Thomas gave an in-depth overview of the IDOT design and review of the pump station planned for Deerpath and Route 41. He reviewed the estimated project schedule with completion expected in 2021. The Communications Plan and final ownership for the project were also discussed along with the infrastructure located under Deerpath and how to relocate it. The City Council had discussion on emergency personnel, school and resident travel impacts.

5. OPPORTUNITY FOR PUBLIC COMMENT

Richard Sugar offered his opinion to the Council on the Decision Making Parameters.

JoAnne Desmond offered her opinion to the City Council on the expenditure of one time additional funds.

6. ADJOURNMENT

There being no further discussion. Alderman Reisenberg made a motion to adjourn, seconded by Alderman Newman. Motion carried unanimously by voice vote at 8:33p.m.

Respectfully Submitted,
Margaret Boyer, City Clerk

A complete Binder including all slides and handouts is available at City Hall

LAKE FOREST BANK
& TRUST COMPANY, N.A.®

June 27, 2019

Ms. Elizabeth Holleb
Finance Director
The City of Lake Forest
800 North Field Drive
Lake Forest, Illinois 60045

Re: Professional Services Agreement (the "Agreement") between The City of Lake Forest (the "City") and Lake Forest Bank & Trust Company (the "Bank") dated December 9, 2014

Dear Ms. Holleb:

Please accept this correspondence as a formal extension of the Agreement with the City for an additional three year time period. The current Agreement expires on December 31, 2019. The extended Agreement will run from January 1, 2020 until December 31, 2022.

The Agreement is being extended on the same terms that are presently contained in the current Agreement.

As Lake Forest's community bank, we look forward to continuing our relationship with the City for many years to come.

Please do not hesitate to contact me with any questions.

Very truly yours,



Chris Baker
Executive Vice President
Chief Operating Officer

A WINTRUST COMMUNITY BANK

727 North Bank Lane, Lake Forest, Illinois 60045 | 847-234-2882 | www.lakeforestbank.com 69





Electronic Content Management System RFP Evaluation Scoring

Proposer	Initial RFP Scoring	Demonstration Scoring	Overall Proposed Cost	Total Cost of Ownership 10 Year ↓
GRM Information Management	752	Eliminated	456,988.00	1,013,335.00
Gordon Flesch Company	682	Eliminated	75,953.00	534,530.00
OPG-3	768	Eliminated	88,205.00	428,765.00
MCCi	772	Eliminated	154,393.45	388,342.60
Accelerated Information Systems	770	Eliminated	64,964.20	356,017.00
Impact Networking	774	50/100	109,705.00	303,133.00
Clarity Partners	620	Eliminated	134,856.80	241,077.70
ProvenIT	762	Eliminated	87,985.00	222,319.00
TKB Associates	802	90/100	97,090.00	217,915.00
Braden Business Systems	692	Eliminated	139,375.00	217,600.00
Konica Minolta	788	59/100	106,050.00	185,174.00

June 10, 2019

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

***Subject: City of Lake Forest – IL Route 43 (Waukegan Road) & Westleigh Road
Phase I & Phase II Engineering Services***

Dear Mr. Ells,

In advance of the Lake County Council of Mayors 2020 STP-Local call for projects, the City has requested Baxter & Woodman provide an engineering proposal for Phase I & II Engineering Services for the above referenced project in order for the improvements to be eligible for this upcoming grant funding selection. This work shall include completing a Phase I Engineering Study and updating previous engineering design plans in accordance with IDOT/Federal guidelines and current standards. All engineering shall be based on the previously approved Intersection Design Study at this intersection.

Project Summary

The project shall include pavement widening and resurfacing of IL Route 43 and Westleigh Road to add left and right turn lane channelization per the 2010 approved Intersection Design Study plan. The existing traffic signal and ADA ramps shall be replaced at the intersection to meet current design standards.

The work included in the project consists of completing Phase I Engineering and preparing updated Phase II design plans, specifications, and bidding documents for a federal IDOT letting. This proposal includes satisfying federal aid requirements with a Project Development Report (PDR), and updates to the engineering plans previously submitted in 2010.

Scope of Services

A detailed scope of services is attached as Exhibit A.

Schedule

Phase I Engineering is anticipated to be performed in 2019 with the goal of receiving IDOT's approval of the Phase I Study prior to the spring 2020 STP grant application submittal date.

Phase II Engineering is anticipated to be performed in 2020 to allow for construction of the project in the summer of 2021.*

(*Schedule is contingent on City funding being used for Phase II Engineering in advance of the STP grant selections.)

Engineering Fee

Our engineering fee for the stated scope of services will be based on cost plus fixed fee for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which in total will not exceed **\$75,000** for Phase I Engineering and **\$75,000** for Phase II Engineering. A detailed summary of costs is provided in Exhibit B (Phase I Engineering) and Exhibit C (Phase II Engineering).

Thank you for the opportunity to submit our proposal for this project. 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



Louis D. Haussmann, P.E., PTOE
Executive Vice President/COO

Attachments

City of Lake Forest, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

**CITY OF LAKE FOREST
IL ROUTE 43 (WAUKEGAN ROAD) AND WESTLEIGH ROAD
2019 PHASE I ENGINEERING & 2020 PHASE II ENGINEERING SERVICES**

**EXHIBIT A
SCOPE OF SERVICES**

LOCATION:

This project is located at the intersection of IL Route 43 (Waukegan Road) at Westleigh Road within the City of Lake Forest.

PROJECT UNDERSTANDING:

The project shall include pavement widening and resurfacing of IL Route 43, Westleigh Road east leg of the intersection, and Westleigh Road west leg of the intersection (School District 115 driveway entrance) to add left and right turn lane channelization per the 2010 approved Intersection Design Study plan. The existing traffic signal and ADA ramps shall be replaced at the intersection to meet current standards.

The work included in the project consists of completing Phase I Engineering and updating Phase II design plans, specifications, and bidding documents for a federal IDOT letting.

The project will utilize federal funding and be processed through the IDOT District 1 Bureau of Local Roads and Streets.

Phase I & II Engineering will be based on the previously approved Intersection Design Study.

SCOPE OF SERVICES:

2019 PHASE I ENGINEERING

1. EARLY COORDINATION AND DATA COLLECTION

- *Utilities:* Contact J.U.L.I.E. for potentially impacted utility companies and obtain updated data of record indicating locations of underground utilities. Coordinate with utility companies during design for necessary utility relocations.
- *Agency Coordination:* Coordinate with IDOT-BLRS for the use of STP funds and conversion of the project to Federal-Aid processing.

2. TOPOGRAPHIC SURVEY

- *Field evaluation:* Perform a field evaluation of the condition of existing pavements, drainage structures, sidewalk ramps, curb and gutter, trees, landscaping, and miscellaneous to verify existing conditions match prior topographic survey. Observe and photograph the project area and immediate surroundings.
- *Topographic Survey:* Update (if needed) previously performed topographic survey to verify current conditions. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.

3. ACCIDENT ANALYSIS - Obtain accident data from IDOT and the City and compile for review. Complete an accident diagram for the intersections in the last 5 years and summarize findings. Complete an accident analysis to evaluate the frequency, severity, and recommended countermeasures.

4. PRELIMINARY DESIGN

- *Preliminary Geometric Design:* Utilize and update the previous geometric design plans and cross sections throughout the project to meet current standards. Prepare ADA sidewalk details per IDOT guidelines.
- *Traffic Counts* - Per IDOT BLRS, updated traffic counts and traffic projections are not required and **are not included** in this scope of work.
- *Traffic Forecasting:* Per IDOT BLRS, updated traffic counts and traffic projections are not required and **are not included** in this scope of work. Per IDOT, the project will utilize 3R Design Guidelines, and thus the previously developed 2030 traffic projections are acceptable.
- *Capacity Analysis:* If required by IDOT, submit the previously approved Capacity Analysis using current software used for analysis. Other revisions to the previously approved analysis **is not included** in this work.
- *Intersection Design Study:* Re-Submit the previously approved Intersection Design Study to IDOT and make any necessary formatting or other updated required to meeting 2019 design guidelines or standards. Revisions to the intersection *design* **are not included** in this work.
- *Estimate of Cost:* Review and update the preliminary cost estimate for the project.

5. DRAINAGE ANALYSIS - *Location Drainage Technical Memorandum (LDTM):* Prepare a Location Drainage Technical Memorandum of the project site including an analysis of the existing drainage system, an analysis of existing outlets, and summary of the current design of proposed drainage improvements. Identify sensitive outfalls and complete the drainage memorandum in accordance with ACEC/IDOT Drainage requirements and the requirements of the Lake County Stormwater Ordinance.

6. ENVIRONMENTAL COORDINATION

- *Environmental Survey:* Prepare the Environmental Survey Request (ESR) Form and related exhibits. Submit to IDOT to determine potential environmental impacts. Biological, Archeological, and Historical surveys will be performed by the State.
- *Special Waste/PESA/PSI:* The special waste assessment will be performed by the State as part of the ESR processing. IDOT will complete the Preliminary Environmental Site Assessment (PESA) report during Phase I Engineering. Baxter & Woodman will prepare a PESA response form and submit the PESA response form to the State, in order for the State to prepare the Preliminary Site Investigation (PSI). The State prepared PSI will be included within the final bidding documents during Phase II Engineering.
- *Wetlands:* Wetlands areas do not existing within the project limits. Wetland Delineation and Impact Evaluations are not included in this work. The City will provide a memorandum to be included in the Phase I Report which summarizes no wetlands exist within the project limits.

7. MEETINGS

- *Meetings:* The following meetings are anticipated for this project during Phase I Engineering:
 - City (1)
 - Permit Agencies (1)
 - IDOT (1)
- *Meetings:* No public involvement is anticipated for this project.

8. PROJECT DEVELOPMENT REPORT - *Phase I Documentation:* Prepare a Local Project Development Report for Group I Categorical Exclusion and submit the report to IDOT-BLRS for review and approval. Preliminary, Pre-final, and Final submittals are anticipated. Maintain an updated PPI form and funding application with CMAP and Council of Mayors if necessary.

9. MANAGE PROJECT - Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with City and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices, and provide regular updates to the City.

10. QA/QC

- Perform in-house peer and milestone reviews by senior staff during project initiation, conceptual review, preliminary, prefinal, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts. Conduct milestone reviews of subconsultants and provide feedback throughout the progress of work.

Deliverables: The following is a list of anticipated final deliverables to the City for this project:

- *Electronic DGN and/or PDF files used in project development including Plan, Profiles, Cross Sections, Survey, and Exhibits.*
- *Electronic Record of Design files including agency correspondence, Project Development Report content, Drainage Reports and Models, Environmental Reports, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.*

SCOPE OF SERVICES:

2020 PHASE II ENGINEERING

1. FINAL DESIGN ENGINEERING PLANS, SPECIFICATIONS, ESTIMATES

- *Estimate of Cost and Time:* Prepare summary of quantities, estimate of time, schedules of materials and an engineer's estimate of cost in Federal Aid format and using current year unit costs.
- *Specifications:* Prepare special provisions in accordance with City guidelines to specify items not covered by the Standard Specifications for Road and Bridge Construction.
- *Roadway Plan Sheet Updates:* Update plan and profile sheets for the roadway improvements including improvement limits, pavement design, curb and gutter and sidewalk improvements, driveway repairs, utility structure adjustments, and pavement markings. The project shall be in accordance with the 2010 roadway horizontal and vertical design.
- *Drainage and Utilities Design Update:* Update the storm sewer design for the proposed improvements. This scope of work includes following the previously completed 2010 Drainage Design.
- *Maintenance of Traffic and Construction Staging:* Traffic is anticipated to be maintained along the route at all times. Update construction staging notes and typical sections to maintain local traffic flow through the construction zone. Identify the preferred strategy for maintaining regional traffic which may include a detour. Confer with City staff, emergency services, and public transportation agencies to consider local impacts and concerns.
- *Traffic Signal Plans and Interconnect:* Using current IDOT standards, update and revise both temporary and permanent traffic signal plans, cable plans, and mast arm mounted street name signs. Update the traffic signal interconnect plan and interconnect schematic.
- *Cross Section Design:* Update roadway cross sections at 100-foot intervals and all cross streets, driveways and cross-road culverts. Compute earthwork calculations. Stage construction earthwork calculations are not anticipated.

- *Detailed Drawings:* Update required plan sheets required for bidding including: Cover, General Notes, Summary of Quantities, Schedule of Quantities, Typical Sections, Erosion Control, Removals, Plan and Profile, Drainage and Utilities, Pavement Markings, and Cross Sections.
- *Utility Coordination:* Continue utility coordination during final design by submitting preliminary, and pre-final plans to utility companies so conflicts and relocation efforts can be identified. Coordinate utility relocation for conflicts within public right-of-way.

2. PERMITTING

- *County Stormwater Ordinance:* Coordinate and obtain a stormwater permit from the Lake County Stormwater Management Commission for the proposed drainage improvements. Permit fees are not included in this work.
- *NPDES, SWPPP, IEPA:* Complete and obtain SWPPP, and NOI documentation, if necessary. Permit fees are not included in the scope of work.

3. MEETINGS

- *Meetings:* The following meetings are anticipated for this project during Phase II Engineering:
 - City (3) (Kickoff, Preliminary, Pre-final)
 - Permit Agencies (1)
 - IDOT (1) - Phase II Design Kickoff
- No public involvement is anticipated for this project.

4. **GEOTECHNICAL REPORT - Pavement Cores and Soil Borings:** If determined by IDOT, utilize sub-consultant to take pavement cores of the surface and base material for determining the composition of the existing pavement material within the project limits. Collect 15-foot pavement borings at 300-foot spacing on alternating sides of the pavement centerline and obtain topsoil thicknesses at select locations. Provide analysis and recommendations, including subgrade, in a soils report in accordance with IDOT guidelines. Baxter & Woodman will provide a boring and core location map prior to this work. (7 cores and 7 borings estimated)
5. **MANAGE PROJECT -** Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with City and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices, and provide regular updates to the City.
6. **QA/QC -** Perform in-house peer and milestone reviews by senior staff during project initiation, conceptual review, preliminary, prefinal, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts. Conduct milestone reviews of subconsultants and provide feedback throughout the progress of work.

Deliverables: The following is a list of anticipated final deliverables to the City for this project:

- *Electronic DGN and/or PDF files used in project development including Plan, Profiles, Cross Sections, Survey, and Exhibits.*
- *Electronic Record of Design files including agency correspondence, Estimates, Exhibits, Specifications, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.*

The following items are not included within the scope of this project:

- Permit fees
- Environmental Studies (PESA, PSI, CCDD etc.) – These tasks shall be performed by IDOT
- Significant changes to the horizontal and vertical roadway design, drainage design, and approved Intersection Design Study & Capacity Analysis, all of which were previously completed in 2010
- Updated Traffic Counts – Not required per IDOT at Phase I kickoff meeting
- Right of Way Assistance - Plats, Appraisal Services, and Negotiation Services. These items can be added as separate Work Order upon completion of Phase I Engineering
- B&W engineering salary rate and IDOT overhead rate increases for work performed, if applicable, in calendar year 2021 and later

2019 PHASE I ENGINEERING
IL RTE 43 (Waukegan Road) at Westleigh Road Intersection Improvements
Exhibit B

Route: IL 43 (Waukegan Road)
 Local Agency: City of Lake Forest
 (Municipality)

Section:
 Project:
 Job No.:

*Firm's approved rates on file with
Bureau of Accounting and Auditing:

Overhead Rate 144.71%
Complexity Factor 0.00
Calendar _____

Method of Compensation:

- Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate ☐
 Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

ELEMENT OF WORK	EMPLOYEE CLASS.	MANHOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS	PROFIT	TOTAL
Early Coordination & Data Collection		12		429.27	621.20		34.01	157.25	1,241.73
Topographic Survey		62		2,156.85	3,121.17		68.00	775.17	6,121.19
Accident Analysis		29		1,089.88	1,577.17			386.72	3,053.77
Preliminary Design		140		5,540.64	8,017.86			1,965.98	15,524.47
Drainage Analysis		115		5,657.23	8,186.58			2,007.35	15,851.16
Environmental Coordination	See	70	See	2,741.77	3,967.62			972.86	7,682.25
Meetings	Payroll	46	Payroll	2,036.94	2,947.66			722.77	5,707.37
Project Development Report	Rates	95	Rates	3,730.23	5,398.02		71.99	1,334.03	10,534.27
Manage Project		30		1,638.05	2,370.43		91.15	594.45	4,694.08
QAQC		30		1,638.05	2,370.43			581.23	4,589.71
TOTALS		629		26,658.92	38,578.12	0.00	265.15	9,497.81	75,000.00

IN-HOUSE DIRECT COSTS (INCLUDED IN TOTAL COST):

VEHICLE EXPENSES - TRAVEL, 300 MI @ \$0.58/MILE \$174.00
 POSTAGE \$91.15

SERVICES BY OTHERS (INCLUDED IN TOTAL COST):

N/A

AVERAGE HOURLY PROJECT RATES

FIRM	Baxter & Woodman, Inc.
PSB	N/A
PRIME/SUPPLEMENT	PRIME

DATE 06/10/19

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Early Coordination & Data Collection			Topographic Survey			Accident Analysis			Preliminary Design			Drainage Analysis		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	0																	
Sr. Engineer IV	66.94	0																	
Sr. Engineer III	54.60	214	34.02%	18.58				2	3.23%	1.76	2	6.90%	3.77	25	17.86%	9.75	80	69.57%	37.98
Sr. Engineer II	48.11	0																	
Sr. Engineer I	42.52	0																	
Engineer III	35.77	273	43.40%	15.53	12	100.00%	35.77	10	16.13%	5.77	21	72.41%	25.90	90	64.29%	23.00	20	17.39%	6.22
Engineer II	31.13	0																	
Engineer I	30.10	0																	
Sr Geologist I	53.83	0																	
Engineer Tech V	51.07	0																	
Engineer Tech IV	48.80	0																	
Engineer Tech III	38.24	102	16.22%	6.20				10	16.13%	6.17	6	20.69%	7.91	25	17.86%	6.83	15	13.04%	4.99
Engineer Tech II	32.69	40	6.36%	2.08				40	64.52%	21.09									
Engineer Tech I	24.34	0																	
Admin Support III	31.78	0																	
Admin Support II	27.96	0																	
Admin Support I	19.76	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		629	100%	\$42.38	12	100.00%	\$35.77	62	100%	\$34.79	29	100%	\$37.58	140	100%	\$39.58	115	100%	\$49.19

SHEET 2 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Environmental Coordination			Meetings			Project Development Report			Manage Project			QAQC					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00																		
Sr. Engineer IV	66.94																		
Sr. Engineer III	54.60	10	14.29%	7.80	20	43.48%	23.74	15	15.79%	8.62	30	100.00%	54.60	30	100.00%	54.60			
Sr. Engineer II	48.11																		
Sr. Engineer I	42.52																		
Engineer III	35.77	40	57.14%	20.44	20	43.48%	15.55	60	63.16%	22.59									
Engineer II	31.13																		
Engineer I	30.10																		
Sr Geologist I	53.83																		
Engineer Tech V	51.07																		
Engineer Tech IV	48.80																		
Engineer Tech III	38.24	20	28.57%	10.93	6	13.04%	4.99	20	21.05%	8.05									
Engineer Tech II	32.69																		
Engineer Tech I	24.34																		
Admin Support III	31.78																		
Admin Support II	27.96																		
Admin Support I	19.76																		
TOTALS		70	100%	\$39.17	46	100%	\$44.28	95	100%	\$39.27	30	100%	\$54.60	30	100%	\$54.60	0	0%	\$0.00

2020 PHASE II ENGINEERING
IL RTE 43 (Waukegan Road) at Westleigh Road Intersection Improvements
Exhibit C

Route: **IL 43 (Waukegan Road)**
 Local Agency: **City of Lake Forest**
 (Municipality)

Section:
 Project:
 Job No.:

*Firm's approved rates on file with
Bureau of Accounting and Auditing:

Overhead Rate 144.71%
Complexity Factor 0.00
Calendar _____

Method of Compensation:

- Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate ☐
 Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

ELEMENT OF WORK	EMPLOYEE CLASS.	MANHOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS	PROFIT	TOTAL
Final Design Plans, Specifications, Estimate		440		17,300.54	25,035.62			6,138.74	48,474.90
Permitting		60		2,407.31	3,483.61		70.09	864.35	6,825.36
Meetings		36		1,617.05	2,340.04		58.00	582.19	4,597.28
Geotechnical Report		6		273.77	396.17	5,000.00		97.14	5,767.08
Manage Project		30		1,654.03	2,393.55		58.00	595.31	4,700.90
QAQC	See	30	See	1,654.03	2,393.55			586.90	4,634.49
	Payroll		Payroll						
	Rates		Rates						
TOTALS		602		24,906.74	36,042.54	5,000.00	186.09	8,864.63	75,000.00

IN-HOUSE DIRECT COSTS (INCLUDED IN TOTAL COST):

VEHICLE EXPENSES - TRAVEL, 200 MI @ \$0.58/MILE \$116.00
 POSTAGE \$70.09

SERVICES BY OTHERS (INCLUDED IN TOTAL COST):

Geotechnical Report = \$5,000 (placeholder)

AVERAGE HOURLY PROJECT RATES

FIRM	Baxter & Woodman, Inc.
PSB	N/A
PRIME/SUPPLEMENT	PRIME

DATE 06/10/19

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Final Design Plans, Specifications, Estimate			Permitting			Meetings			Geotechnical Report			Manage Project		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	0																	
Sr. Engineer IV	67.60	0																	
Sr. Engineer III	55.13	129	21.43%	11.81	40	9.09%	5.01	10	16.67%	9.19	16	44.44%	24.50	3	50.00%	27.57	30	100.00%	55.13
Sr. Engineer II	48.58	0																	
Sr. Engineer I	42.93	40	6.64%	2.85	40	9.09%	3.90												
Engineer III	36.12	258	42.86%	15.48	210	47.73%	17.24	30	50.00%	18.06	15	41.67%	15.05	3	50.00%	18.06			
Engineer II	31.43	0																	
Engineer I	30.40	0																	
Sr Geologist I	54.36	0																	
Engineer Tech V	51.56	0																	
Engineer Tech IV	49.28	0																	
Engineer Tech III	38.62	175	29.07%	11.23	150	34.09%	13.16	20	33.33%	12.87	5	13.89%	5.36						
Engineer Tech II	33.01	0																	
Engineer Tech I	24.58	0																	
Admin Support III	32.09	0																	
Admin Support II	28.23	0																	
Admin Support I	19.95	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		602	100%	\$41.37	440	100.00%	\$39.32	60	100%	\$40.12	36	100%	\$44.92	6	100%	\$45.63	30	100%	\$55.13

SHEET 2 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	QAQC																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00																		
Sr. Engineer IV	67.60																		
Sr. Engineer III	55.13	30	100.00%	55.13															
Sr. Engineer II	48.58																		
Sr. Engineer I	42.93																		
Engineer III	36.12																		
Engineer II	31.43																		
Engineer I	30.40																		
Sr Geologist I	54.36																		
Engineer Tech V	51.56																		
Engineer Tech IV	49.28																		
Engineer Tech III	38.62																		
Engineer Tech II	33.01																		
Engineer Tech I	24.58																		
Admin Support III	32.09																		
Admin Support II	28.23																		
Admin Support I	19.95																		
TOTALS		30	100%	\$55.13	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

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.



Advanced Disposal

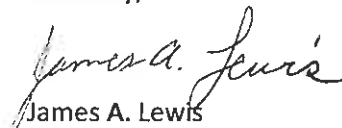
July 8, 2019

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

Dear Mike,

This letter serves as Advanced Disposal Services Zion Landfill, Inc.'s commitment to extend the existing service agreement between ADS and Lake Forest dated June 18th 2017 for an additional five years. On June 18th 2022 and on each anniversary date thereafter, the current disposal price will increase by the greater of 3% or the change in CPI for Urban Consumer - Water and sewer and trash collection services. As before, any new fees or taxes will be passed on to the City. If you have any questions regarding this proposal, please give me a call.

Sincerely,



James A. Lewis

General Manager, PE

Peter Baker & Son Co.

1349 Rockland Road
P.O. Box 187
Lake Bluff, IL 60044-0187

Established 1915
Lake Bluff • Lakemoor • Marengo • North Chicago

Phone: (847) 362-3663
Fax: (847) 362-0707

To:	ULINE	Contact:	Pat Schultz
Address:	12575 Uline Drive Pleasant Prairie, WI 53158	Phone:	(262) 612-4200
Project Name:	ULINE - WAUKEGAN ROAD BIKE PATH	Fax:	
Project Location:	Lake Forest, IL	Bid Number:	19192
		Bid Date:	5/22/2019

We are pleased to submit these prices for your consideration.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	3" PAVEMENT REMOVAL	9,713.00	SY	\$8.50	\$82,560.50
2	FINE GRADE EXISTING STONE BASE	9,713.00	SY	\$4.50	\$43,708.50
3	3" HMA SURFACE COURSE, N50	9,713.00	SY	\$23.00	\$223,399.00
4	STRUCTURE ADJUSTMENTS	16.00	EACH	\$950.00	\$15,200.00
5	TREE PROTECTION	27.00	EACH	\$250.00	\$6,750.00
6	LANDSCAPING	1.00	LS	\$26,000.00	\$26,000.00
7	CURB & GUTTER REMOVE & REPLACE	98.00	LF	\$75.00	\$7,350.00
8	PCC SIDEWALK	200.00	SF	\$37.00	\$7,400.00
9	DETECTABLE WARNINGS	40.00	SF	\$18.00	\$720.00
10	TRAFFIC CONTROL AND PROTECTION	1.00	LS	\$11,720.00	\$11,720.00
11	THERMOPLASTIC PAVEMENT STRIPING	1.00	LS	\$4,500.00	\$4,500.00


Total Bid Price: \$429,308.00

Notes:

- Final payment is to be made by applying the above unit prices to the actual quantities as measured in place.
- Flag People and Daily Traffic Control Devices are included for our work only.
- Taxes are included.
- Barricades, Permanent Signs, Arrow Boards are not included.
- Prices do not include prime.
- Any and all Construction Layout, Licenses, Bonds, Permits and Fees are to be provided by others.
- Peter Baker & Son Company utilizes all union operating engineers, laborers and teamsters.
- Bituminous QC Testing is included for our work only.
- Peter Baker & Son does not participate in liquidated damages or incentive plans.
- Prices good for work completed by November 22, 2019. For any work completed after this date, we reserve the right to renegotiate the above prices.
- If this proposal is not accepted within 20 days of the proposal date, then all prices may be void and subject to change.
- No pay item may be deleted without our approval. Quote is based on performing all work unless otherwise noted.

Payment Terms:

Final Payment shall be made within (30) days after completion of the job. (1-1/2% Interest Per Month thereafter)

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Peter Baker And Son Co.  Authorized Signature: Estimator: Rusty Welch (847) 362-3663 rusty@peterbaker.com
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THE CITY OF LAKE FOREST

ORDINANCE NO. 2019- ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 358 RAVINE PARK DRIVE

WHEREAS, Susan Ispen ("**Owner**") is the owner of that certain real property commonly known as 358 Ravine Park Drive, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the R-1, Single Family Residence Zoning District; and

WHEREAS, the Owner desires to construct a partial second floor addition and make various alterations to the residence ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

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

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on June 5, 2019; and

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED THIS __ DAY OF _____, 2019.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

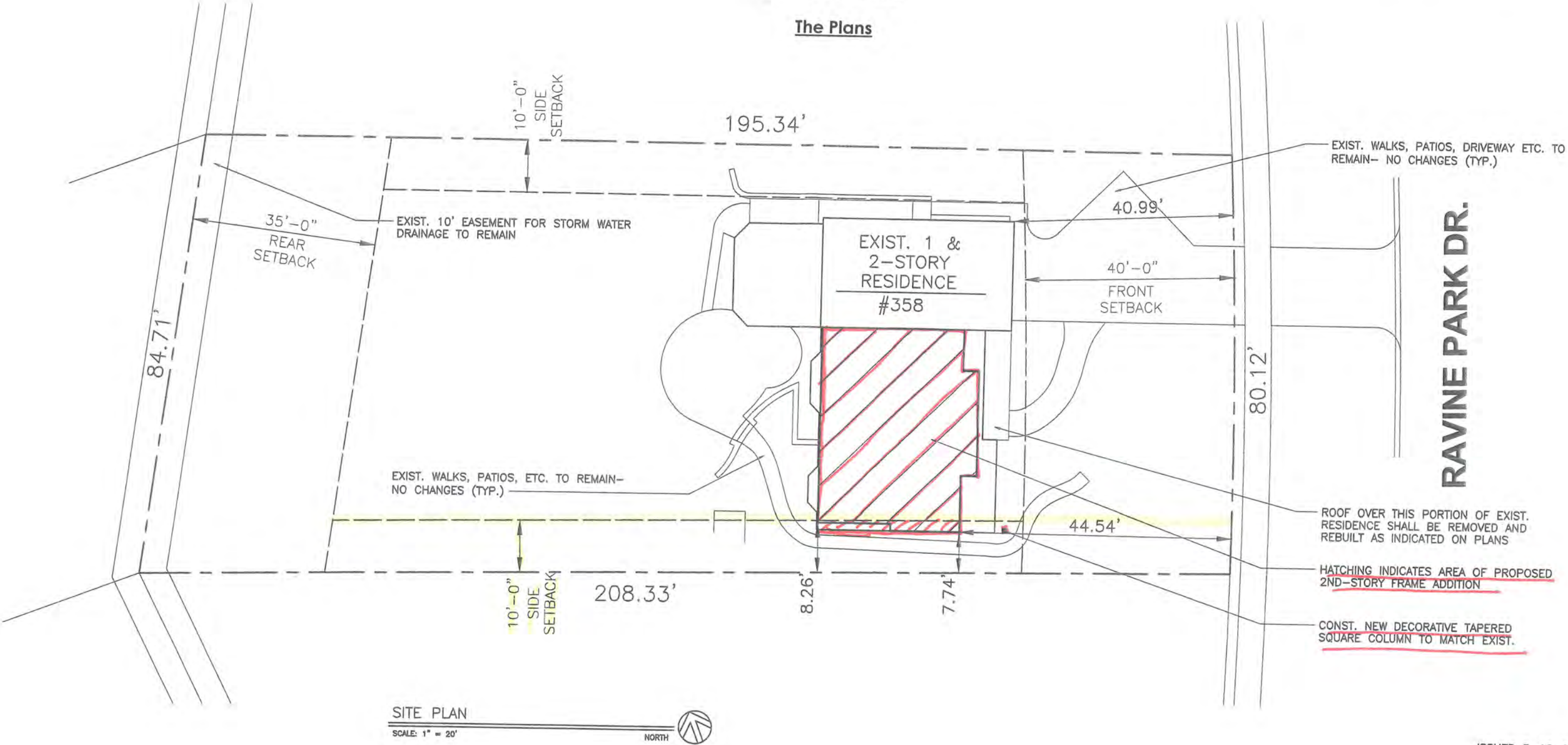
PASSED THIS __ DAY OF _____, 2019.

Mayor

ATTEST:

City Clerk

The Plans



ISSUED 5-16-19

NO TREES OF ANY SIZE WILL BE AFFECTED BY THIS PROPOSED CONSTRUCTION PROJECT

NO CHANGES SHALL BE MADE TO THE EXISTING GRADE OF THIS PROPERTY DURING THIS CONSTRUCTION PROJECT

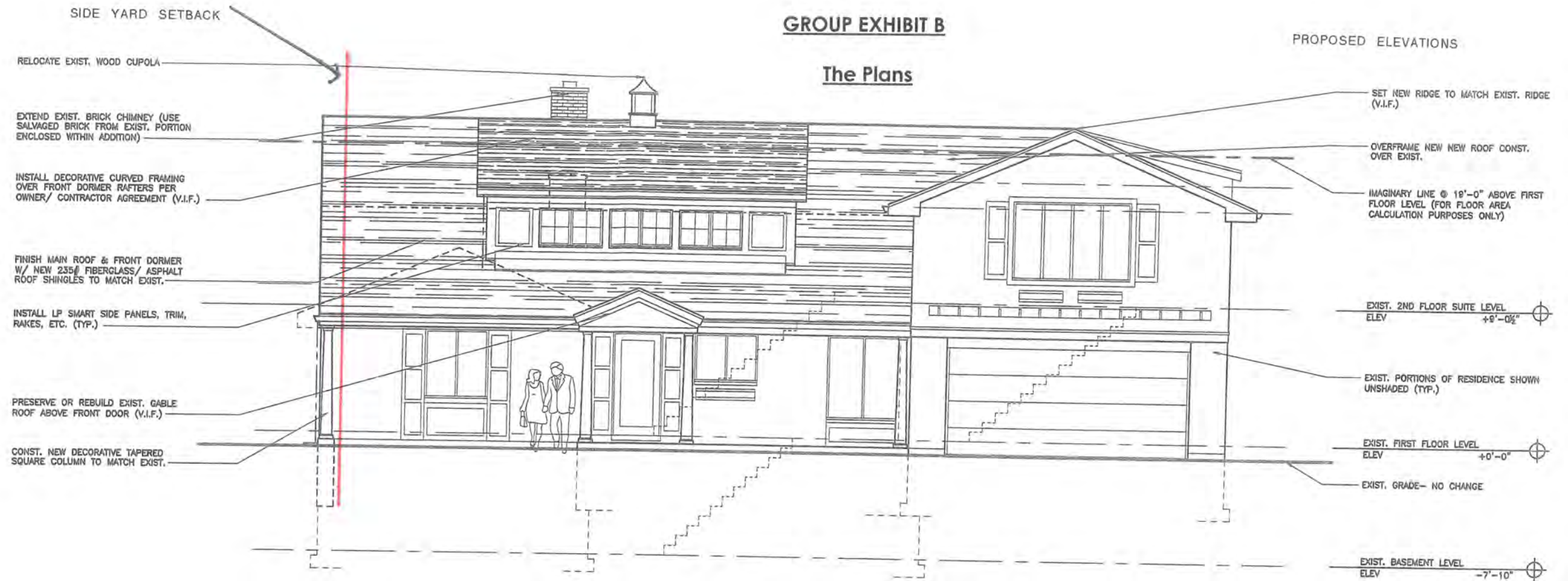
**IPSEN
RESIDENCE**
358 RAVINE PARK DRIVE
LAKE FOREST, ILLINOIS

MAY 16 2019 93

GROUP EXHIBIT B

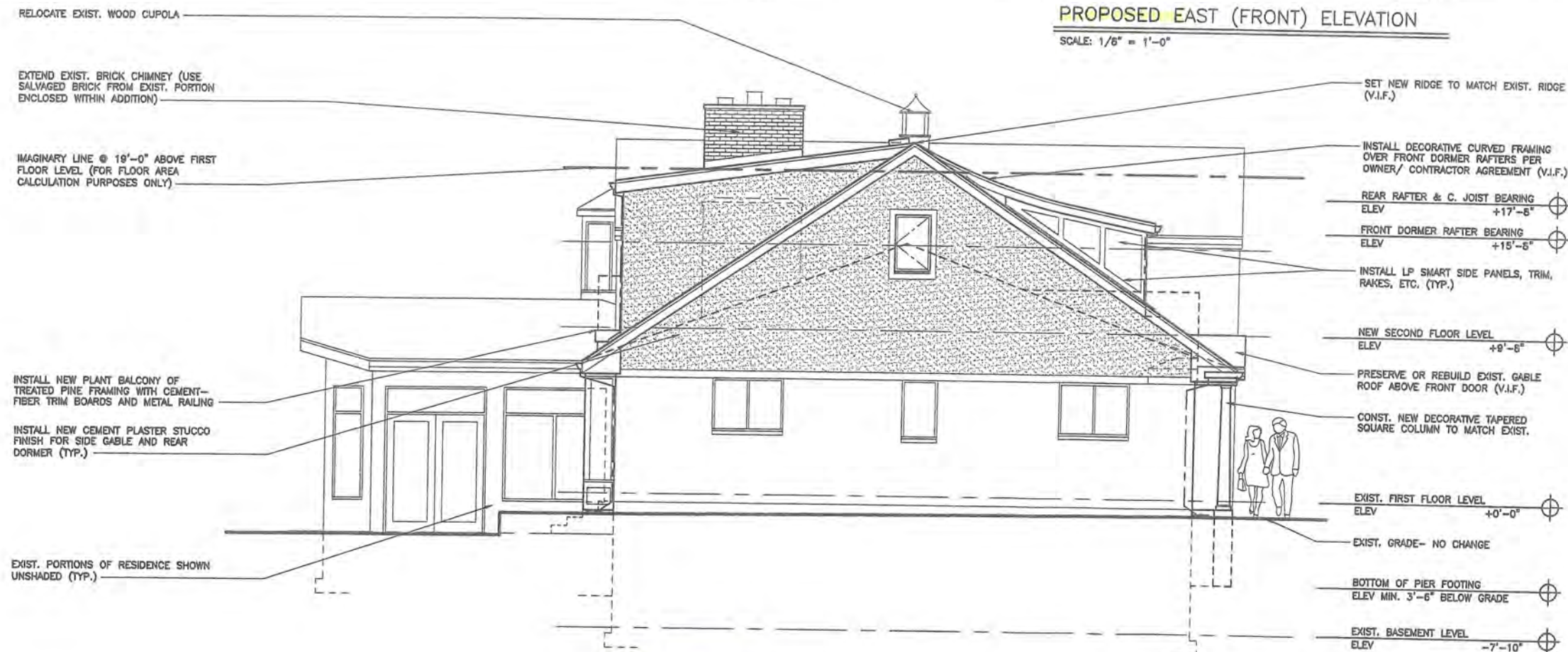
PROPOSED ELEVATIONS

The Plans



PROPOSED EAST (FRONT) ELEVATION

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



PROPOSED SOUTH (SIDE) ELEVATION

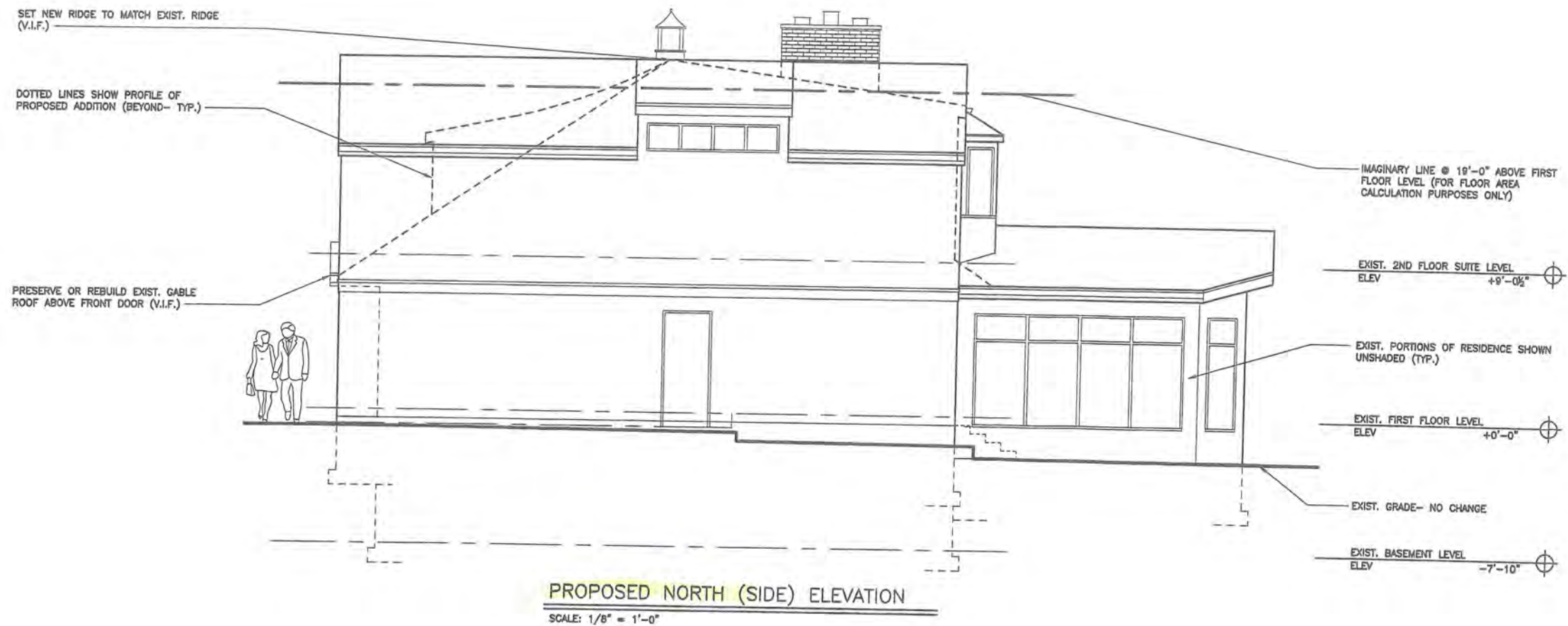
SCALE: 1/8" = 1'-0"

ISSUED 5-16-19

**IPSEN
RESIDENCE**
358 RAVINE PARK DRIVE
LAKE FOREST, ILLINOIS

GROUP EXHIBIT B

The Plans



ISSUED 5-16-19

**IPSEN
RESIDENCE**
358 RAVINE PARK DRIVE
LAKE FOREST, ILLINOIS

THE CITY OF LAKE FOREST

ORDINANCE NO. 2019-__

**AN ORDINANCE GRANTING A VARIANCE FROM THE SIDE YARD SETBACK
REQUIREMENT FOR PROPERTY LOCATED AT 358 RAVINE PARK DRIVE**

WHEREAS, Susan Ispen ("**Owner**") is the owner of that certain real property commonly known as 358 Ravine Park Drive, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the R-1, Single Family Residence Zoning District; and

WHEREAS, the Owner desires to construct improvements, including a second story addition and alterations ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group **Exhibit B** ("**Plans**"); and

WHEREAS, the Owner submitted an application ("**Application**") requesting approval of a variance from Section 159.085, R-1, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the side yard setback area; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on June 24, 2019; 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 variance from the side yard (south) setback will not alter the essential character of the neighborhood. The second story addition and the addition of a column at the front of the house are generally compatible with the existing residence and surrounding neighborhood.
2. The conditions upon which the variance is requested, including the original siting of the house and the adoption of the zoning regulations after the property was created through a subdivision in the early 1920's and since the house was constructed, are generally unique to this neighborhood and to this property and are not generally applicable to other properties in the same zoning district throughout the City.
3. The existing residence does not conform to the current 10-foot side yard (south) setback requirement. The hardship in conforming to the required

setback is a result of the original construction of the residence prior to adoption of the current setback regulations.

4. The variance and the resulting modifications will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or diminish property values. The proposed alterations are intended to upgrade the home.

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

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

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

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

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

SECTION THREE: Zoning Setback Variance Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow the construction of the Improvements, as fully depicted on the Plans, partially within the side yard setback and no closer than 7'9" to the 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 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.
- G. Other conditions. The improvements shall be substantially in conformance with the Board's deliberations.

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 _____, 2019.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

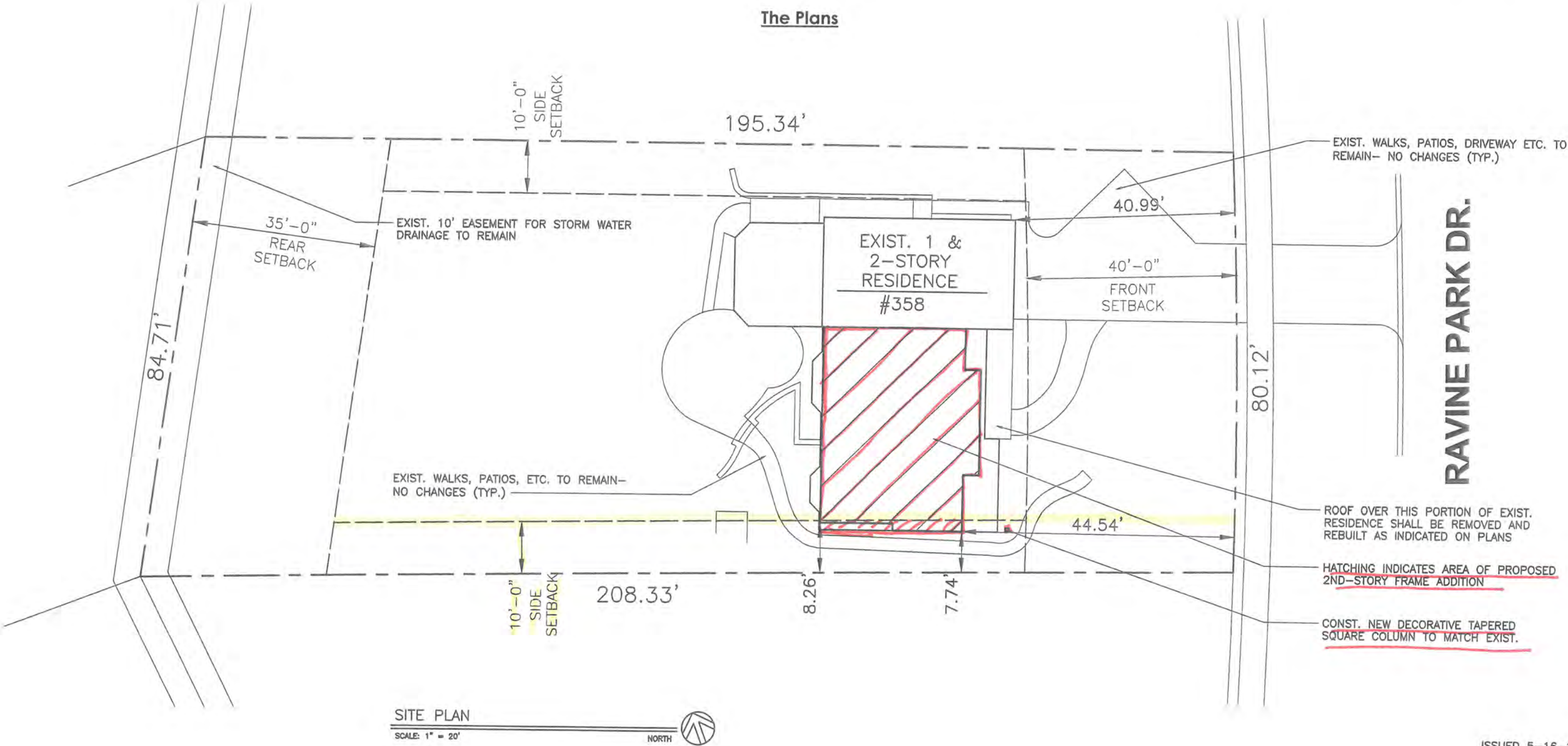
PASSED THIS __ DAY OF _____, 2019.

ATTEST:

Mayor

City Clerk

The Plans



ISSUED 5-16-19

NO TREES OF ANY SIZE WILL BE AFFECTED BY THIS PROPOSED CONSTRUCTION PROJECT

NO CHANGES SHALL BE MADE TO THE EXISTING GRADE OF THIS PROPERTY DURING THIS CONSTRUCTION PROJECT

**IPSEN
RESIDENCE**
358 RAVINE PARK DRIVE
LAKE FOREST, ILLINOIS



MEMORANDUM

THE CITY OF LAKE FOREST

OFFICE OF THE CITY MANAGER

TO: Hon. Mayor George A. Pandaleon & Members of City Council

CC: Jason C. Wicha, City Manager

FROM: Mike Strong, Assistant to the City Manager

DATE: July 5, 2019

SUBJECT: Pilot Community Solar Program – Background Materials

Background

The passage of the Future Energy Jobs Act (“FEJA”) in December 2016 included enabling legislation for Community Solar projects. In short, Community Solar allows municipalities to offset all or a portion of their electricity consumption with electricity generated by shared solar resources located elsewhere. Community Solar is a simple alternative to rooftop solar, whereby municipalities invest and install solar panel infrastructure on buildings to offset their electricity usage.

Through Community Solar, municipalities can purchase a portion of the electricity produced by an off-site solar installation – called a community solar garden – and in return, Commonwealth Edison (“ComEd”) provides credits on their electric bill. This can result in a net decrease in the municipality’s average monthly electricity bill to power buildings and infrastructure that support municipal operations such as, city halls, streetlights, traffic signals, municipal service centers, public safety buildings, water plants, recreation centers, etc.

In addition to lower electric bills, Community Solar increases the amount of clean energy in the local power grid, lessening the need for expensive power plants, lowering market prices and advancing ComEd’s efforts to increase its renewable portfolio standard from roughly 13% to 25% by 2025.

Revenue from Community Solar subscriptions and other state-issued subsidies offered through FEJA enables financing for smaller solar arrays. However, the limited subsidies available have resulted in only a small number of projects underway in ComEd’s service territory. To date, only 78 out of 433 community solar projects proposed in the territory received funding during the 2019 budget cycle.

Over the past several months, City staff have been investigating opportunities for solar deployment in Lake Forest. Last year, the Lake Forest Collaborative for Environmental

Leadership undertook an analysis to evaluate opportunities for deploying rooftop solar on municipal buildings. The analysis found on-site investment in rooftop solar prohibitive due to the cost of the infrastructure and the need to relocate existing utilities and retrofit current electrical systems. As a result, during their meeting in February (minutes attached), City staff presented the findings of an analysis that was conducted on the City's current ComEd accounts to evaluate whether they would be eligible for participation in a community solar subscription program.

The Collaborative supported City staff's efforts to contribute to regional investment in renewable energy solutions and participate in two separate joint request for proposal procurement processes coordinated by Lake County and the Metropolitan Mayors Caucus ("MMC") to purchase Community Solar subscriptions for municipal ComEd accounts.

Community Solar Subscription Opportunity Assessment

As part of the City's participation in these joint procurements, the MMC conducted a review and analysis of the City's current ComEd accounts to determine their individual eligibility in a subscription program. For the sustainability of Community Solar in Illinois, State-issued incentives and subscription revenues must support Community Solar development costs (i.e. Land, acquisition, operations, taxes/fees, etc.). The balance between subscription cost and subscription value drives subscription revenues. Based on current market rates, ComEd accounts with a subscription value of between \$0.0463 and \$0.0616 per kWh can help achieve this balance. Subscription value is a function of the account size and its electricity supply arrangement.

Generally, large accounts – regardless of their energy supplier – are not likely to receive cost-savings from a Community Solar subscription because they only receive value equivalent to the wholesale price of the energy commodity, which is approximately \$0.03/kWh. While municipal accounts are attractive Community Solar customers because they rarely cease operations or relocate, and have a large and relatively stable energy demand, the balance between subscription cost and subscription value for each account drives the energy savings opportunity.

Upon analyzing the City's current accounts, 26 of the 35 achieve a subscription value proposition. This total subscription potential is 1,558,677 kWh/year, which is equivalent to 199 Single Family Homes in the ComEd Region and accounts for approximately 30% of the City's total electricity load. These accounts would support 974 kW of new solar capacity in Illinois, which would save over 1,356 tons of annual CO₂ emissions. Based on credit-incentives available, the total annual energy cost savings potential in Lake Forest is between \$5,070 and \$15,209 per year.

Current Community Solar Proposal

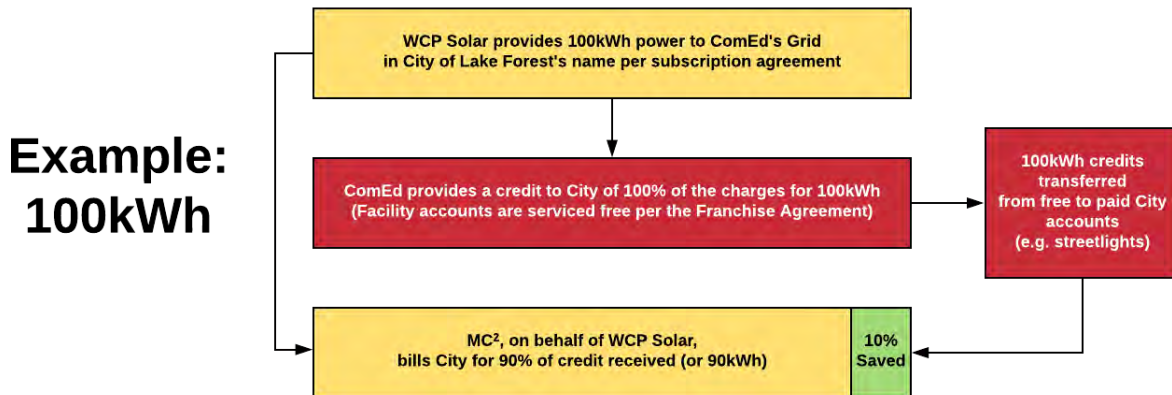
Earlier this summer, City staff met with other member communities of the North Shore Electricity Aggregation Consortium ("NSEAC"), a joint consortium of area municipalities that work cooperatively to identify electricity cost savings programs and explore regional renewable energy initiatives, to discuss current opportunities available in the area.

During a recent meeting in June, MC Squared Energy Services, LLC. (“MC²”) offered members of the NSEAC an opportunity to participate in a subscription program with the first constructed Community Solar project in Illinois. MC², a local energy broker is soliciting subscriptions on behalf of WCP Solar, a 900-kilowatt licensed community solar facility in Elgin, Illinois that will be generating power later this summer. The NSEAC and City of Lake Forest are familiar with MC², which was the firm that managed the City’s first municipal electric aggregation program back in 2012. At that time, the City engaged MC² to supply 100% renewable energy credits to all residential and small business ComEd customers within Lake Forest.

Based on the terms presented by MC², (See Figure 1), the City of Lake Forest would receive a 10% discount on the ComEd retail rate, which includes any monthly purchased energy adjustment, for a 20-year period. While the exact volume of subscription capacity and credits available to the City will depend on how many other communities participate, the City anticipates that an annual allocation of about 130,000 kilowatt-hours (kWh) per year will be available from WCP Solar.

Since this would be the first Community Solar subscription available in Illinois, MC² and the NSEAC are recognizing this opportunity as a pilot program. Therefore, the NSEAC has negotiated terms to allow members to terminate the subscription at any point with 30 days’ notice, penalty-free.

Figure 1: Demonstration of the Community Solar Subscription with WCP Solar



Potential Financial/Budget Impact

Based on the current estimated capacity limit of 130,000 kWh and current energy prices, City staff have identified four accounts suitable for a participation in this pilot program subscription (See Table 1 on next page).

Table 1: Potential Community Solar Savings Opportunities in Lake Forest

Municipal Building/Account	Total Annual Subscription (kWh)	Total Annual Value of Subscription Credits¹	Annual Net Savings from Subscription Credits² (Low Range)	Annual Net Savings from Subscription Credit³ (High Range)
City Hall	156,603	\$10,326	<u>\$857</u>	<u>\$1,033</u>
Fire Station #2	145,560	\$9,598	<u>\$857</u>	<u>\$960</u>
Dickinson Hall	295,318	\$19,473	<u>\$857</u>	<u>\$1,947</u>
Elawa Farm	281,340	\$18,552	<u>\$857</u>	<u>\$1,855</u>

¹-**Total Annual Value of Subscription Credits** = The recommended annual community solar subscription volume (kWh) multiplied by the current ComEd Default Purchased Electricity Charge (\$/kWh) for each account

²-**Annual Net Savings from Subscription Credits (Low Range)** = Total Value of On-Bill Credits for a maximum subscription of 130,000 kWh multiplied by 10%, representing the proposal provided by WCP Solar.

³-**Annual Net Savings from Subscription Credits (High Range)** = Total Value of On-Bill Credits with no maximum subscription limit multiplied by 10%, representing the proposal provided by WCP Solar.

The City estimates that engaging WCP Solar could provide a 20-year savings of \$17,140 on the low end to \$38,940 on the high end over the period of the subscription.

The proposal presented by MC² offers the City with a few key benefits, including:

- Guaranteed 10% savings on energy costs packaged into the community solar subscription;
- No exposure to market risk – the rate the City pays is a percentage discount from ComEd's rate each month. This guarantee also includes any monthly purchased energy adjustment; and
- Supporting renewable energy deployment in the State of Illinois, but more importantly in the region.

In addition to the financial benefits, engagement in a Community Solar subscription would allow the City to forward several Sustainability Plan and Strategic Plan initiatives, including:

- **Expanding the use of renewable energy throughout the community** by installing or participating in a shared solar project at a municipal facility.
- Encouraging recycling and **expanding energy efficiency programs to minimize the City's contribution to the region's carbon footprint** and landfill deposits.

Attachments

- Minutes from the February 11, 2019 LFCEL Meeting



LAKE FOREST COLLABORATIVE FOR ENVIRONMENTAL LEADERSHIP

MONDAY, FEBRUARY 11, 2019

MEETING MINUTES

Members in Attendance: Alderman Jim Preschlack; The City of Lake Forest, Chuck Myers, Jim Lockefer, and Mike Strong; Lake Forest College, Kathy Dohrmann; Lake Forest Open Lands, John Sentell & Ryan London; Lake Forest School District 67 & 115, Jim Sullivan and Lake Forest Resident Marion Cartwright.

The meeting began at 9:00 A.M.

I. Update on February 6, 2019 Solar Community Engagement Event

Chuck Myers explained that on February 6, 2019 the City held the Solar Community Engagement Event. He explained that the event went well and that approximately 25 residents attended. Marion Cartwright and Kathy Dohrmann explained that they attended the event and that the event speakers did well and shared useful information.

II. Update on City Community Solar Subscription Efforts

Mike Strong provided the Collaborative with an update on a community solar subscription assessment report that was completed for the City. He explained that the assessment reviewed City owned ComEd accounts only, no private resident or commercial accounts. He explained that the City could potentially realize energy savings by participating in a community solar subscription. He explained that the City is going to look to participate in a joint Lake County Community Solar Subscription RFP process.

III. Lake Forest Collaborative For Environmental Leadership MOU Review

Chuck Myers shared copies of the LFCEL's original Memorandum of Understanding with the members in attendance. Every member in attendance shared their thoughts on the missions, goals, and responsibilities outlined within the MOU.

Members in attendance were in agreement with the provisions outlined in the MOU. The members also agreed that meetings would occur on a quarterly basis and that meeting chairman responsibilities would rotate each meeting by agency. It was also agreed that the agency appointed chairman would highlight and spotlight their agency's sustainability efforts and goals.

IV. Update on Implementation Plan Accomplishments

Marion Cartwright and Kathy Dohrmann shared suggested updates to the implementation plan accomplishments with Jim Lockefer and Chuck Myers. The members agreed that each agency would send their agency accomplishments relating to the plan to Jim Lockefer. It was agreed upon that the updates would be reviewed at the next meeting.

V. Next Meeting & Adjournment

The members agreed that the next meeting would be held Monday, April 1, 2019. The meeting adjourned at 10:35 A.M.