

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

\*\*\*Tuesday, January 21, 2020 at 6:30 pm  
City Hall Council Chambers  
220 E. Deerpath, Lake Forest

Honorable Mayor, George Pandaleon

Prudence R. Beidler, Alderman First Ward  
James E. Morris, Alderman First Ward  
Melanie Rummel, Alderman Second Ward  
Edward U. Notz, Jr. Alderman Second Ward

James Preschlack, Alderman Third Ward  
Ara Goshgarian, Alderman Third Ward  
Michelle Moreno, Alderman Fourth Ward  
Raymond Buschmann, Alderman Fourth Ward

**CALL TO ORDER AND ROLL CALL**

**Immediately following Finance Committee**

**PLEDGE OF ALLEGIANCE**

**REPORTS OF CITY OFFICERS**

<b>1. COMMENTS BY MAYOR</b>
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**A. Resolution of Sympathy for former Mayor Charles F. Clarke, Jr.**

A copy of the Resolution can be found beginning on **page 28**.

**COUNCIL ACTION: Approval of the Resolution of Sympathy**

**B. Resolution Recognizing the Chicago Bears 100<sup>th</sup> Season**

A copy of the Resolution can be found beginning on **page 29**.

**COUNCIL ACTION: Approval of a Resolution Recognizing the Chicago Bears 100<sup>th</sup> Season**

**C. Resolution Celebrating the 100<sup>th</sup> Anniversary of League of Women Voters**

A copy of the Resolution can be found beginning on **page 30**.

**COUNCIL ACTION: Approval of a Resolution Celebrating the 100<sup>th</sup> Anniversary of League of Women Voters**

**D. Establishment of a City Council Committee on Environmental Sustainability**

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

- Metra More
- Kevin Considine, President and CEO of Lake County Partners

<b>3. COMMITTEE REPORTS</b>
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## **FINANCE COMMITTEE**

### **1. Distinguished Budget Presentation Award**

PRESENTED BY: *James Morris, Finance Committee Chairman*

The City of Lake Forest has been awarded the Government Finance Officers Association **Distinguished Budget Presentation Award** for the fiscal year 2020 budget document. The award has been granted to the City for the 4<sup>th</sup> consecutive year. The Distinguished Budget Presentation Award is the highest form of recognition in governmental budgeting, and its attainment is a significant accomplishment by a government and its management.

In an October 28 news release, the GFOA states that "In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as a policy document, a financial plan, an operations guide and a communications device."

For budgets beginning in 2018, only 1,604 units of government received the award nationally, which is 1.8% of the 89,000 units of government in the United States.\*

The GFOA is a nonprofit professional association founded in 1906 and currently serving more than 20,000 elected and appointed government finance professionals in the United States and Canada.

In addition to the Budget Award, a **Certificate of Recognition for Budget Preparation** is presented by the GFOA to the individual designated as instrumental in their government unit's achievement of the award. I am pleased to present this award to Elizabeth Holleb, Director of Finance and IT, for her efforts in coordinating the preparation of the annual budget and for leading the efforts in making the required changes to the City's budget document to meet the stringent requirements of the GFOA budget awards program.

\* 2012 Census of Governments, US Census Bureau

### **2. Approval of Ordinances Abating 2019 Tax Levies for Various G.O. Alternate Revenue Bond Issues (First Reading)**

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

**PURPOSE AND ACTION REQUESTED:** Staff requests first reading of ordinances abating 2019 tax levies.

**BACKGROUND/DISCUSSION:** The proposed Ordinances provide for the abatement (reduction) of 2019 taxes levied for the various outstanding general obligation alternate revenue bond issues. The tax levies for all bond issues are established and recorded with the

County Clerk at the time the bonds are issued. Therefore, in order to reduce the 2019 bond tax levies, an abatement ordinance must be approved and filed with the County Clerk no later than March 1, 2020. The abatement of these general obligation alternate revenue bonds is possible due to the fact these bond funds have an adequate revenue source from water sales, golf fees, sales tax and/or TIF increment. Therefore, the general obligation tax levy can be abated as was planned at the time the bonds were issued. The abatement ordinances are generally considered at the same time as the property tax levy, but was delayed this year to reflect changes associated with the 2019 bond refunding in December.

The proposed Ordinances (beginning on **page 31**) are as follows:

- An Ordinance Abating the Total Tax being Levied in 2019 for the Annual Payment of the Principal and Interest on the 2011 General Obligation Series 2011-A Refunding Bond Issue
- An Ordinance Abating a Portion of the Tax being Levied in 2019 for the Annual Payment of the Principal and Interest on the General Obligation Bonds, Series 2015 Bond Issue
- An Ordinance Abating a Portion of the Tax being Levied in 2019 for the Annual Payment of the Principal and Interest on the General Obligation Bonds, Series 2017 Bond Issue
- An Ordinance Abating a Portion of the Tax being Levied in 2019 for the Annual Payment of the Principal and Interest on the General Obligation Bonds, Series 2019 Refunding Bond Issue

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

**2019 Debt Service Levy and Abatements**

**Reflects impacts of 2019 Refunding Bond Issue**

	<u>Levy per County</u>	<u>TIF</u>	<u>Golf</u>	<u>Water</u>	<u>.5 NHRST</u>	<u>Int Rebate</u>	<u>Net Levy</u>
2011A	143,150.00			(143,150.00)			0.00
2013	752,762.50						752,762.50
2015	582,050.00	(356,687.50)					225,362.50
2017	271,152.50			(271,152.50)			0.00
2019	3,490,393.47		(107,672.82)	(2,028,030.75)	(522,924.21)		831,765.69
	5,239,508.47	(356,687.50)	(107,672.82)	(2,442,333.25)	(522,924.21)	0.00	1,809,890.69
1% L/C	5,291,903.55						1,827,989.60

Please note that the 2019 Bond Refunding reduced the 2019 debt service levy by \$91,929 from the amounts presented to the City Council at the time the 2019 property tax levy was approved. The overall City tax levy increase will be 4.35% over the prior year, instead of 4.64%.

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

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

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION

**1. Approval of the December 2, 2019 City Council Meeting Minutes**

A copy of the minutes can be found beginning on **page 35**.

COUNCIL ACTION: Approval of the December 2, 2019 City Council Meeting Minutes.

**2. Approval of the Check Register for the Period of November 23 – December 27, 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 November 23 - December 27, 2019**

	Fund	Invoice	Payroll	Total
101	General	476,740	2,328,893	2,805,633
501	Water & Sewer	2,296,898	267,436	2,564,333
220	Parks & Recreation	130,957	625,463	756,420
311	Capital Improvements	339,640	0	339,640
202	Motor Fuel Tax	0	0	0
230	Cemetery	25,327	49,229	74,556
210	Senior Resources	13,971	31,929	45,899
510	Deerpath Golf Course	117,605	4,206	121,811
601	Fleet	86,423	82,885	169,308
416 - 433	Debt Funds	2,107,506	0	2,107,506
248	Housing Trust	0	0	0
201	Park & Public Land	1,250	0	1,250
	All other Funds	626,607	257,267	883,873
		<b>\$6,222,923</b>	<b>\$3,647,306</b>	<b>\$9,870,229</b>

The unusually high total for Fund 501-Water and Sewer, as well as the Debt Funds, is due to debt service principal and interest payments made in December. The total for "All Other Funds" includes Water and Sewer capital expenses of \$154,809 and Self Insurance Fund expenses of \$365,289.

COUNCIL ACTION: Approval of the Check Register for the Period of November 23 – December 27, 2019

**3. Approval of GIS Consortium Service Provider Contract to MGP, Inc. in the not-to-exceed amount of \$208,992 for calendar year 2020**

STAFF CONTACT: *Brian Joyce, Engineering Supervisor (847-810-3554)*

**PURPOSE AND ACTION REQUESTED:** Staff recommends awarding the contract for GIS Services to MGP, Inc. in the not-to-exceed amount of \$208,992 for calendar year 2020.

**BACKGROUND/DISCUSSION:** In 2010, the City joined the GIS Consortium (GISC). The GIS Consortium is a public entity consisting of local governments that work collectively to achieve the benefits of GIS and related technologies.

Currently there are 37 members in the GISC including Highland Park, Deerfield, Glenview, and Skokie. The GIS Consortium is based on an innovative approach that manages staffing costs by sharing professional resources. The mission of the Consortium is to create value for its members by identifying opportunities for minimizing cost and risk.

MGP, Inc. is the current service provider for the City's Geographic Information Systems program and provides technical support services to the entire GIS Consortium. A site specialist is assigned to each community to manage the day-to-day GIS operations in that community. The GISC staffing model provides 100% staffing for Lake Forest, with this model, MGP staff is onsite every day to provide GIS services to city staff, the public and consulting firms as needed. Each municipality is responsible for approving an annual service provider contract with MGP to reflect the specific needs and budget of the individual community.

**BUDGET/FISCAL IMPACT:** The GIS Consortium Service Provider Contract for MGP in Lake Forest for Calendar Year 2020 is for services not to exceed \$208,992, which is a 2.3% increase over the current GIS contract. Services provided will include direct management, development, and the operation and maintenance of the City's GIS system. MGP also provides investigation, research and development of new functionality and capability to benefit all GIS Consortium members.

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

If no, indicate the specific exception requested:

Administrative Directive 3-5, Section 9.1J – Existing Relationship

Beginning on **page 46** of your packet is the Calendar Year 2020 GIS Consortium Service Provider Contract for MGP. January through April expenses will be made from the City's FY2020 budget, while May through December expenses will be funded from the City's FY2021 budget.

Below is an estimated summary of Project budget:

FY2021 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
101-3747-435.35-46	\$257,307	\$208,992	N*

\*Part of the FY 2021 budget approval process

COUNCIL ACTION Staff recommends awarding the contract for GIS Services to MGP, Inc. in the not-to-exceed amount of \$208,992 for calendar year 2020

**4. Approval to amend the City of Lake Forest Pay Plan to Create an Executive Job Classification for a Director of Innovation and Technology and Authorize Compensation for the remainder of FY20**

STAFF CONTACT: *Jason C. Wicha, City Manager (810-3670)*

**PURPOSE AND ACTION REQUESTED:** Staff requests that City Council approve the addition of the new job classification for the position authorized as part of the City Council's adopted FY20 Annual Budget and authorize an amount not to exceed \$45,000 to fund the position for the remainder of the fiscal year.

**BACKGROUND/DISCUSSION:** To assist the City Manager in better meeting the needs of the community and direction of the City Council, a realignment of the City's Finance/IT Department has been authorized. Specifically, Finance/IT will be separated into two distinct Departments, with a reconstituted Department of Innovation and Technology falling under the supervision of a newly created, Director-level position. This new position will report directly to the City Manager.

It is important to emphasize that this realignment is not a reflection of performance issues with current City staff. However, these changes will allow team members to focus more on the strengths they bring to their respective Departments, while providing additional support to several areas of emphasis for the organization in the year ahead.

Specifically, the City has an opportunity to further integrate utilization of data and technology into our service operations to drive future decision-making and resource allocation, while enhancing the tremendous customer service that the City provides to Lake Forest residents and businesses. This goal requires additional resources to ensure the City has the ability to successfully broaden the organization's IT capacity. The changes to Finance/IT will also have the added benefit of freeing up resources within the Finance Department to further its critical role in ensuring all City Departments comply with the City's financial policies. In addition, these changes will allow the Finance Department to embark on new inter-departmental initiatives such as a comprehensive grant procurement program, among others.

These changes are not being driven by budgetary or specific employee performance concerns. The changes will, however, enhance the City's efforts to continue providing exceptional customer service to the community while being responsive to their expectations.

**BUDGET/FISCAL IMPACT:** Staff recommends that this position be added to the FY20 Pay Plan as an Executive Classification, Level II. Future pay for the position will be determined by merit, at the discretion of the City Manager.

Based on anticipated start date for the position of February 17, 2020, an amount not to exceed \$45,000 is requested to fund salary and benefits for the position for the remainder of FY20.

Below is an estimated summary of Project budget:

FY20 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
101-1315-140.10 to 20-40 (amount transferred from City Council-Contingency	\$110,000	\$45,000	Y

**COUNCIL ACTION:** Approval to amend the City of Lake Forest Pay Plan to Create an Executive Job Classification for a Director of Innovation and Technology and Authorize Compensation for the remainder of FY20.

**5. Approval to Purchase a Replacement Core Data Switch, Installation Services, and Maintenance with Sentinel Technologies in the amount of \$95,258**

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

**PURPOSE AND ACTION REQUESTED:** Staff requests approval to expend funds identified in the capital improvement program and procure from Sentinel Technologies replacement hardware of the City's core data switch, installation services, and a one-year maintenance agreement.

**BACKGROUND/DISCUSSION:** The City's core switch is responsible for access for 14 key sites (Public Safety, Municipal Services, City Hall, Water Plant, Recreation, etc.) to the internet (SharePoint, OneDrive, email, Internet browsing), access to the City's data servers (financial system, file storage, department specific systems, etc.), and network distribution to the majority of desktop computers in the Municipal Services building. The City's current core switch has been in use since 2009, and while still supported by the manufacturer, procuring replacement parts is becoming increasingly difficult due to age. The replacement of this core switch will provide increased redundancy and minor speed improvements compared to the City's existing technology.

**PROJECT REVIEW/RECOMMENDATIONS:**

Milestone	Date	Comments
RFP Issuance	11/14/2019	RFP Published in Pioneer Press, published in publicnoticeillinois.com, 5 Vendors Notified
Core Switch Replacement Proposals Submitted	12/02/2019	One Vendor Submitted Proposals Received & Reviewed

**BUDGET/FISCAL IMPACT:** The total project expense for the Core Switch Replacement reflects product procurement, usage licensing, configuration, installation, and one year of maintenance support. This project was identified as a FY20 project funded via the capital improvement program.

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

Below is an estimated summary of Project budget:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
IT Capital	\$112,000	\$95,258	Y

**CURRENT PROJECT MILESTONE:** The IT Division published the RFP with the Pioneer Press, notified 5 vendors of its release, and published on 'publicnoticeillinois.com'. On December 2, 2019, the IT Division received one proposal. The submitted proposal for hardware, implementation services, and one year ongoing maintenance proposed by Sentinel Technologies meets all the requirements outlined in the RFP, and staff recommends approval of the purchase along with a 5% contingency. Reference checks of similar complexity projects that Sentinel 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 services is clearly documented. In their proposal, Sentinel has provided an outline of the implementation timing and other operational details that is anticipated to occur. If approved, staff would begin work with Sentinel to ensure proper project planning methodology is adhered to for a successful procurement, configuration, and installation.

**COUNCIL ACTION:** Approval to Purchase a Replacement Core Data Switch, Installation Services, and Maintenance with Sentinel Technologies in the amount of \$95,258.

**6. Approval to Purchase Three Replacement Marked Police Vehicles Included in the FY2021 Capital Equipment Budget to the Suburban Purchasing Cooperative's Low Bidder, Currie Motors, in the Amount of \$104,430.**

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

**PURPOSE AND ACTION REQUESTED:** Public Works Committee and Staff are recommending City Council's approval to purchase three replacement marked police vehicles included in the FY 2021 capital equipment budget. It is recommended that the purchase of the replacement vehicles be made via the Suburban Purchasing Cooperative administered by the Northwest Municipal Conference. The City has utilized the Cooperative's bid to purchase police vehicles over the past seven years. If the bid is awarded by City Council this evening, staff anticipates receiving the replacement vehicles in July, 2020. The three Ford Interceptors being replaced will reach their 100,000 mile mark by the time the new units are delivered.

**BACKGROUND/DISCUSSION:** The replacement Ford Interceptor is an all-wheel drive vehicle with sufficient space for the officer and his / her accompanying gear. The vehicle itself sits up higher and provides the officer improved visibility when driving amongst many large SUV's. The vehicle has been designed specifically for police operations and offers many factory installed



police options. It has evolved into the most popular police vehicle on the market today and is assembled in Chicago.

Once the Ford Interceptors have accrued 100,000 miles, they are moved into the Community Development Department or the Engineering Section for administrative use and inspection services. The vehicles will accrue an additional 20,000–25,000 miles before they are placed out to bid and sold to the highest bidder.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	December 10, 2019	Reviewed & Approved F.Y. '21 List
Finance Committee	November 12, 2019	Included with Capital Plan

**BUDGET/FISCAL IMPACT:** Information regarding the F.Y. 2021 capital equipment purchases was included in the November 12, 2019 Finance Budget packet. At its December 10, 2019 meeting, the Public Works Committee specifically reviewed and recommended approval of each piece included in the F.Y. '21 capital equipment budget.

The City has purchased police vehicles from the Suburban Purchasing Cooperative's low bidder Currie Motors in the past and has not had any problems with the dealership nor the delivered vehicles. All warranty work is completed by a local Ford authorized dealer.

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

If no, indicate the specific exception requested: Administrative Directive 3-5, Section 9.1D – Government Joint Purchase

Below is an estimated summary of squad car budget:

FY2021 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund	\$108,000	\$104,430	Y

**COUNCIL ACTION:** Approval to Purchase Three Replacement Marked Police Vehicles Included in the FY2021 Capital Equipment Budget to the Suburban Purchasing Cooperative's Low Bidder, Currie Motors, in the Amount of \$104,430.

**7. Approval to Purchase a Cabinet Body to Install on a Streets Section Vehicle, from PB Loader Corporation in the Amount of \$36,230, Included in the FY 2021 Capital Equipment Budget.**

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

**PURPOSE AND ACTION REQUESTED:** Public Works Committee and Staff are recommending City Council approval to purchase a cabinet body from PB Loader Corporation in the amount of \$36,230. The Streets Section is re-purposing ambulance # 241 that is being replaced in FY '21. Utilizing the ambulance's chassis will save the City over \$100,000 versus purchasing a new one. The purchase is being made via the national government joint purchase co-operative, Sourcewell (formerly NJPA). Per Section 3.5 of the City's Purchasing

Directive, purchases can be made via a variety of governmental joint purchasing programs. Specific items are bid nationally and conform to all requirements of the Illinois State bidding laws.

If the bid is approved by City Council this evening, staff anticipates receiving the installed cabinet body in October, 2020 *after* the replacement ambulance is placed into service.

**BACKGROUND/DISCUSSION:** The street sign and traffic light vehicle current utilized by the Streets Section has accrued over 129,000 miles and is too small for what is needed out in the field. This current truck will be rotated into the City's vehicle pool system and an older, higher mileage vehicle will be removed and sold via a public bid.

Rather than purchasing an entirely new vehicle, the Streets Section is able to re-use ambulance chassis # 241 by simply installing a new cabinet body on its frame rails. City staff will attempt to sell the fifteen year-old ambulance body, but recent research has shown little to no after-market demand for such a piece. The chassis' cab and frame rails will be painted before the new cabinet body is installed. The truck will be used for multiple Streets Section operations to include street light repairs, sign replacements, mailbox repairs, assisting with the gas light directional boring program, and hauling equipment for both asphalt and concrete repairs. By re-using the ambulance chassis and installing a new cabinet body, Section personnel will be able to consolidate various tools and pieces of equipment, and not need to bring multiple trucks to a single jobsite.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	December 10, 2019	Reviewed & Approved FY '21 List
Finance Committee	November 12, 2019	Included with Capital Plan

**BUDGET/FISCAL IMPACT:** Information regarding the FY 2021 capital equipment purchases was included in the November 12, 2019 Finance Budget packet. At its December 10, 2019 meeting, the Public Works Committee specifically reviewed and recommended approval of each piece included in the FY '21 capital equipment budget.

For many years, the City has purchased multiple pieces of equipment from national bids to include Sourcewell, Omnia Partners, State bid, and the Suburban Purchasing Cooperative. Sourcewell, formerly National Joint Powers Alliance, was created by State law as a service cooperative to provide programs and services to members in education and government. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. Sourcewell is a public agency governed by an eight-member board.

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

If no, indicate the specific exception requested: Administrative Directive 3-5, Section 9.1D – Government Joint Purchase

Below is an estimated summary of cabinet body budget:

FY2021 Funding Source	Amount Budgeted	Amount Requested	Budgeted?
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			Y/N
Capital Fund	\$50,000	\$36,230	Y

**COUNCIL ACTION:** Approval to Purchase a Cabinet Body to Install on a Streets Section Vehicle, from PB Loader Corporation in the Amount of \$36,230, Included in the FY 2021 Capital Equipment Budget.

**8. Award of Bids for the Replacement of Four Refuse Scooters for the Sanitation Section to Nielsen Enterprises in the Amount of \$62,080 and Burris Equipment in the Amount of \$26,078 Included in the FY2021 Capital Equipment Budget**

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

**PURPOSE AND ACTION REQUESTED:** Public Works Committee and Staff are recommending City Council award bids for the replacement of four refuse scooter chassis and dump bodies. The scooters are used daily in the City's refuse, yard waste, and recycling collection programs. Per the Purchasing Directive 3-5, staff sent bid specifications to multiple chassis and body dealerships, had the invitation to bid printed in the local newspaper, and placed all specifications on the City's website.

**BACKGROUND/DISCUSSION:** The Sanitation Section has in its fleet, twelve refuse scooters. The units are not only used for daily Sanitation operations, but in addition, they assist with clean-up efforts after special events and small projects that require frequent stops (e.g. mosquito larva abatement in catch basins, pre-winter sidewalk tree trimming, etc.).

All four refuse scooters requested to be replaced were purchased in 2014 and have each accrued on average over 4,500 hours. Over the scooters' years of use, various parts have been replaced to include clutches, transmissions, axles, ball joints, control arms, etc. The manufacturer of the existing scooters, Jacobsen, ceased production of the scooters in early 2015. With a minimal number of these units currently in use throughout the United States, Fleet Maintenance has had a very difficult time locating parts over the past year. The parts either are no longer available or if they are, many are being purchased from other countries.

Both the Sanitation and Fleet Maintenance staff researched and utilized various demonstration units during 2017. After reviewing many manufacturers' ATV product lines, a Honda unit was purchased in the fall, 2018 and has been in use for over a year. Fleet Maintenance added a dump body and cab enclosure to the Honda ATV. Since being placed into service, the unit has been very reliable and has had very few issues. Parts are readily available through multiple vendors in northern Illinois and are significantly less expensive than the current Jacobsen scooter parts. The 4WD unit also travels easily through snow covered driveways without becoming stuck, which is a marked improvement compared to the current Jacobsen scooters.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	December 10, 2019	Reviewed & Approved F.Y. '21 List
Finance Committee	November 12, 2019	Included with Capital Plan

**BUDGET/FISCAL IMPACT:** As previously noted, all required bidding procedures were followed; staff sent bids to twenty Honda dealers and ten Broyhill dump body vendors in multiple states. The cab enclosure is sold separately. Similar to the demonstration unit, the City's Fleet Maintenance Section will assemble these four new units upon arrival of the equipment. Staff received the following three quotes for the cab enclosures:

Cab Enclosures

Company Name	Amount (Quantity-4 )
Alumilite Armor	\$11,590
Side-By-Side	\$15,651
Nielsen Enterprises	\$18,555

On January 3, 2020 the following sealed bids were received for the chassis and dump body portions of the scooter:

Honda 1000 Chassis

Company Name	Amount (Quantity- 4)
Nielsen Enterprises	\$62,080
Des Plaines Honda	\$67,296
Honda Northwest	\$69,545

Broyhill Dump Body

Company Name	Amount (Quantity-4)
Burris Equipment	\$26,078
J.W. Turf	\$27,900

Utilizing the low bid or low quote for each of the above three items, the total price per unit is \$24,937. Included in the price of the Honda chassis is a 4-year warranty. Depending upon availability of funds, staff intends on replacing the units every four years. Not only will this save the City significant dollars on parts, but research to date shows the resale value to be very positive on these type of units.

Information regarding the FY 2021 capital equipment purchases was included in the November 12, 2019 Finance Budget packet. At its December 10, 2019 meeting, the Public Works Committee specifically reviewed and recommended approval of each piece included in the FY '21 capital equipment budget.

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

Below is an estimated summary of refuse scooter budget:

FY2021 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund	\$112,000	\$99,748	Y

**COUNCIL ACTION:** Award of Bids for the Replacement of Four Refuse Scooters for the Sanitation Section to Nielsen Enterprises in the Amount of \$62,080 and Burris Equipment in the Amount of \$26,078 Included in the FY2021 Capital Equipment Budget

**9. Approval to Purchase a Chipper Body for the Forestry Section from PB Loader Corporation in the Amount of \$27,897, Included in the FY 2021 Capital Equipment Budget.**

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

**PURPOSE AND ACTION REQUESTED:** Public Works Committee and Staff are recommending approval to purchase a chipper body from PB Loader Corporation in the amount of \$27,897. The purchase is being made via the national government joint purchase co-operative, Sourcewell (formerly NJPA). Per Section 3.5 of the City's Purchasing Directive, purchases can be made via a variety of governmental joint purchasing programs. Specific items are bid nationally and conform to all requirements of the Illinois State bidding laws.

If the bid is approved by City Council this evening, staff anticipates receiving the installed chipper body in June, 2020.

**BACKGROUND/DISCUSSION:** Like many of the operating Sections within Public Works and Parks & Forestry, large trucks with hooklifts are utilized as their primary pieces of equipment. The hooklift is permanently attached to a chassis' frame and allows for the use of multiple truck bodies. On any of the trucks outfitted with the hooklift system, a different truck body can be exchanged in less than a minute. For example, a truck may have a chipper body on it in the morning hours and in the afternoon, be set-up with a v-box salt spreader. This allows the City to save significant dollars by purchasing fewer body-dedicated trucks. The City utilizes six, mid-size hooklifts and two larger capacity hooklifts throughout its fleet.

One of the major programs the Forestry Section has throughout the year is the tree trimming and removal program. For this operation, the Section utilizes the log loader, a large chipper, and a hooklift with the chipper body attached. The current chipper body was constructed from an old dump body and has been used for over twenty years. The entire structure is rotted out. Its back pillars, door, and floor are all worn thin and in certain locations, are ready to pull apart. Once the replacement chipper body is placed into the service, the existing body will be put to bid and sold to the highest bidder. If no bids are received, the unit will be sold for scrap steel.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	December 10, 2019	Reviewed & Approved FY '21 List
Finance Committee	November 12, 2019	Included with Capital Plan

**BUDGET/FISCAL IMPACT:** Information regarding the FY 2021 capital equipment purchases was included in the November 12, 2019 Finance Budget packet. At its December 10, 2019 meeting, the Public Works Committee specifically reviewed and recommended approval of each piece included in the FY '21 capital equipment budget.

For many years, the City has purchased multiple pieces of equipment from national bids to include Sourcewell, Omnia Partners, State bid, and the Suburban Purchasing Cooperative. Sourcewell, formerly National Joint Powers Alliance, was created by State law as a service

cooperative to provide programs and services to members in education and government. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. Sourcewell is a public agency governed by an eight-member board.

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

If no, indicate the specific exception requested: Administrative Directive 3-5, Section 9.1D – Government Joint Purchase

Below is an estimated summary of chipper body budget:

FY2021 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Park & Recreation Fund	\$28,000	\$27,897	Y

**COUNCIL ACTION:** Approval to Purchase a Chipper Body for the Forestry Section from PB Loader Corporation in the Amount of \$27,897, Included in the FY 2021 Capital Equipment Budget.

**10. Approval to Purchase Two Replacement Sand Pro Rakes for the Parks Section to Reinders, Inc. in the Amount of \$39,846, Included in the FY 2021 Capital Equipment Budget.**

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

**PURPOSE AND ACTION REQUESTED:** Public Works Committee and Staff are recommending City Council approval to purchase two replacement sand pro rakes for the Parks Section in the amount of \$39,846. The purchase is being made via the national government joint purchase co-operative, Omnia Partners (formerly National IPA). Per Section 3.5 of the City's Purchasing Directive, purchases can be made via a variety of governmental joint purchasing programs. Specific items are bid nationally and conform to all requirements of the Illinois State bidding laws.

If the bid is approved by City Council this evening, staff anticipates receiving the two sand pro rakes in May, 2020.

**BACKGROUND/DISCUSSION:** Along with numerous miles of right-of-way, the Parks Section also maintains eight parks with twelve baseball diamonds. The baseball diamonds are not only utilized by in-house Recreation programs, but are also rented to many privately run baseball and softball organizations. During the spring and summer months, the Parks Section maintains these fields on a daily basis, not only cutting grass but striping baselines and raking the infield sand.

The Parks Section currently utilizes two, 2010 Smithco sand pro rakes for infield maintenance. The units have been extremely unreliable (frames requiring re-welding, engines needing replacement) for the past three years and are in need of replacement in time for this year's baseball and softball seasons. Due to their poor condition and minimal value, Reindeers indicated there would be no trade-in value for either of the sand pro rakes. Once the two replacement sand pro rakes are placed into service, the current two rakes will be placed out to bid and sold to the highest bidder.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	December 10, 2019	Reviewed & Approved FY '21 List
Finance Committee	November 12, 2019	Included with Capital Plan

**BUDGET/FISCAL IMPACT:** Information regarding the FY 2021 capital equipment purchases was included in the November 12, 2019 Finance Budget packet. At its December 10, 2019 meeting, the Public Works Committee specifically reviewed and recommended approval of each piece included in the FY '21 capital equipment budget.

For many years, the City has purchased multiple pieces of equipment from national bids to include Sourcewell, Omnia Partners, State bid, and the Suburban Purchasing Cooperative. All agreements offered through Omnia Partners have been awarded via a thorough Request for Proposal (RFP), competitive, public solicitation process. Similar to Sourcewell, Omnia Partners prepares a competitive solicitation and issues it and any required amendments and notifications. Pre-proposal conferences and meetings are also conducted. Items to purchase are only made available to public agencies, educational institutions, and non-profits.

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

If no, indicate the specific exception requested: Administrative Directive 3-5, Section 9.1D – Government Joint Purchase

Below is an estimated summary of the two sand pro rakes' budget:

FY2021 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Park & Recreation Fund	\$40,000	\$39,846	Y

**COUNCIL ACTION:** Approval to Purchase Two Replacement Sand Pro Rakes for the Parks Section to Reinders, Inc. in the Amount of \$39,846, Included in the FY 2021 Capital Equipment Budget.

**11. Approval to Purchase a Replacement 4WD Utility Cart for the Parks Section to Reinders, Inc. in the Amount of \$28,072, Included in the FY 2021 Capital Equipment Budget**

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

**PURPOSE AND ACTION REQUESTED:** Public Works Committee and Staff are recommending City Council approval to purchase a replacement 4WD utility cart for the Parks Section in the amount of \$28,072. The purchase is being made via the national government joint purchase co-operative, Omnia Partners (formerly National IPA). Per Section 3.5 of the City's Purchasing Directive, purchases can be made via a variety of governmental joint purchasing programs. Specific items are bid nationally and conform to all requirements of the Illinois State bidding laws.

If the bid is approved by City Council this evening, staff anticipates receiving the utility cart in May, 2020.

**BACKGROUND/DISCUSSION:** The Parks Section utilizes many different pieces of small equipment. The current 1999 Toro Workman has been a very reliable utility cart for the past twenty years. During the spring, summer, and fall months, staff utilizes the Workman to haul small amounts of sod, dirt, and wood chips to hard-to-access areas (e.g. wood chip trails, landscape projects, etc.). The Workman is also used to assist with daily baseball diamond preparation and during special events (4<sup>th</sup> of July Fireworks, Lake Forest Day, etc.)

The current Workman's dump box and frame have significant corrosion. Mechanically, each time the unit is used either its throttle linkage or alternator require maintenance. Due to its poor condition and minimal value, Reindeers indicated there would be no trade-in value for the existing unit. Once the replacement cart is placed into service, the current Workman will be placed out to bid and sold to the highest bidder.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	December 10, 2019	Reviewed & Approved FY '21 List
Finance Committee	November 12, 2019	Included with Capital Plan

**BUDGET/FISCAL IMPACT:** Information regarding the FY 2021 capital equipment purchases was included in the November 12, 2019 Finance Budget packet. At its December 10, 2019 meeting, the Public Works Committee specifically reviewed and recommended approval of each piece included in the FY '21 capital equipment budget.

For many years, the City has purchased multiple pieces of equipment from national bids to include Sourcewell, Omnia Partners, State bid, and the Suburban Purchasing Cooperative. All agreements offered through Omnia Partners have been awarded via a thorough Request for Proposal (RFP), competitive, public solicitation process. Similar to Sourcewell, Omnia Partners prepares a competitive solicitation and issues it and any required amendments and notifications. Pre-proposal conferences and meetings are also conducted. Items to purchase are only made available to public agencies, educational institutions, and non-profits.

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

If no, indicate the specific exception requested: Administrative Directive 3-5, Section 9.1D – Government Joint Purchase

Below is an estimated summary of the utility cart's budget:

FY2021 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Park & Recreation Fund	\$29,000	\$28,072	Y

**COUNCIL ACTION:** Approval to Purchase a Replacement 4WD Utility Cart for the Parks Section to Reindeers, Inc. in the Amount of \$28,072, Included in the FY 2021 Capital Equipment Budget.



**12. Approval to Purchase a Replacement Groundsmaster Mower for the Parks Section to Reinders, Inc. in the Amount of \$47,911, Included in the FY 2021 Capital Equipment Budget**

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

**PURPOSE AND ACTION REQUESTED:** Public Works Committee and Staff are recommending City Council approval to purchase a replacement Groundsmaster mower for the Parks Section in the amount of \$47,911. The purchase is being made via the national government joint purchase co-operative, Omnia Partners (formerly National IPA). Per Section 3.5 of the City's Purchasing Directive, purchases can be made via a variety of governmental joint purchasing programs. Specific items are bid nationally and conform to all requirements of the Illinois State bidding laws.

If the bid is approved by City Council this evening, staff anticipates receiving the replacement mower in May, 2020.

**BACKGROUND/DISCUSSION:** The Parks Section uses multiple self-propelled mowers for the cutting of the City's parks, parkways, and open space. These units are also used in the winter months to power broom snow off at both train station platforms, the West Park ice rink, and City sidewalks.

The current mower's steering linkage, suspension, and PTO drive systems have surpassed their expected life and are now becoming high maintenance items. The mowing deck is warped and worn thin and at times, scalps the grass. The main hydraulic pump has been re-built twice. Certain parts are no longer available and have been fabricated through local fabrication shops. Reindeers indicated there would be no trade-in value for the existing mower. Once the replacement mower is placed into service, the current Groundsmaster will be placed out to bid and sold to the highest bidder or sold for scrap steel.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	December 10, 2019	Reviewed & Approved FY '21 List
Finance Committee	November 12, 2019	Included with Capital Plan

**BUDGET/FISCAL IMPACT:** Information regarding the FY 2021 capital equipment purchases was included in the November 12, 2019 Finance Budget packet. At its December 10, 2019 meeting, the Public Works Committee specifically reviewed and recommended approval of each piece included in the FY '21 capital equipment budget.

For many years, the City has purchased multiple pieces of equipment from national bids to include Sourcewell, Omnia Partners, State bid, and the Suburban Purchasing Cooperative. All agreements offered through Omnia Partners have been awarded via a thorough Request for Proposal (RFP), competitive, public solicitation process. Similar to Sourcewell, Omnia Partners prepares a competitive solicitation and issues it and any required amendments and notifications. Pre-proposal conferences and meetings are also conducted. Items to purchase are only made available to public agencies, educational institutions, and non-profits.

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

If no, indicate the specific exception requested: Administrative Directive 3-5, Section 9.1D – Government Joint Purchase

Below is an estimated summary of the replacement mower's budget:

FY2021 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Park & Recreation Fund	\$48,000	\$47,911	Y

**COUNCIL ACTION:** Approval to Purchase a Replacement Groundsmaster Mower for the Parks Section to Reinders, Inc. in the Amount of \$47,911, Included in the FY 2021 Capital Equipment Budget

**13. Approval to Purchase Two Replacement Hooklifts, Two Dump Bodies, and a V-Box Salt Spreader for Two Water & Sewer Vehicles from PB Loader Corporation in the Amount of \$118,505, Included in the FY 2021 Capital Equipment Budget**

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

**PURPOSE AND ACTION REQUESTED:** Public Works Committee and Staff are recommending City Council approval to purchase two replacement hooklifts, two dump bodies, and a v-box salt spreader for the City's two tandem-axle dump trucks. The Water & Sewer Section, along other operating Sections, utilize these two trucks on a daily basis to haul various materials and to plow snow. The purchase is being made via the national government joint purchase co-operative, Sourcewell (formerly NJPA). Per Section 3.5 of the City's Purchasing Directive, purchases can be made via a variety of governmental joint purchasing programs. Specific items are bid nationally and conform to all requirements of the Illinois State bidding laws.

If the bid is approved by City Council this evening, staff anticipates receiving the equipment in early May, 2020. This will allow Fleet Maintenance the time needed to remove and replace the old hooklifts before winter 2020/2021.

**BACKGROUND/DISCUSSION:** As was noted, many Sections within both the Public Works and Parks & Recreation Departments utilize both of the tandem-axle chassis. The chassis are outfitted with hooklifts. The hooklifts are able to pick up and release various truck bodies in a matter of seconds. For example if one of these trucks is at a water main break hauling spoils or running construction debris boxes to the landfill, the same truck can return to the Municipal Services Building and within a minute, have its body replaced with a v-box spreader and outfitted with a plow for a snow event. This saves the City significant dollars by not having to purchase multiple trucks with dedicated, sole use truck bodies.

The requested purchase is to only replace the hooklifts on both chassis, their accompanying dump bodies, and a v-box salt spreader for unit # 981. The chassis (cab, frame, engine, transmission) themselves are in good shape and will continue to be used for many years to come. The current hooklifts on both of the tandem-axle chassis have significant corrosion throughout them. The rust is causing the bushings to bow outward. Both hooklifts were taken off older chassis and placed on new chassis. Their dump bodies and 983's v-box spreader are also from the older chassis and they too are rotted and in need of replacement. The tailgate

release on both dump bodies have been welded multiple times and have become challenging to dump their loads.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	December 10, 2019	Reviewed & Approved FY '21 List
Finance Committee	November 12, 2019	Included with Capital Plan

**BUDGET/FISCAL IMPACT:** Information regarding the FY 2021 capital equipment purchases was included in the November 12, 2019 Finance Budget packet. At its December 10, 2019 meeting, the Public Works Committee specifically reviewed and recommended approval of each piece included in the FY '21 capital equipment budget.

For many years, the City has purchased multiple pieces of equipment from national bids to include Sourcewell, Omnia Partners, State bid, and the Suburban Purchasing Cooperative. Sourcewell, formerly National Joint Powers Alliance, was created by State law as a service cooperative to provide programs and services to members in education and government. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. Sourcewell is a public agency governed by an eight-member board.

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

If no, indicate the specific exception requested: Administrative Directive 3-5, Section 9.1D – Government Joint Purchase

Below is an estimated summary of the hooklifts', dump bodies', and v-box salt spreader's budget:

FY2021 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund	\$120,000	\$118,505	Y

**COUNCIL ACTION:** Approval to Purchase Two Replacement Hooklifts, Two Dump Bodies, and a V-Box Salt Spreader for Two Water & Sewer Vehicles from PB Loader Corporation in the Amount of \$118,505, Included in the FY 2021 Capital Equipment Budget

**14. Approval to Purchase a Replacement Bobcat 5600 Utility Work Machine for the Cemetery Section from Atlas Bobcat in the Amount of \$54,445, Included in the FY 2021 Capital Equipment Budget**

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

**PURPOSE AND ACTION REQUESTED:** Public Works Committee and Staff are recommending City Council approval to purchase a replacement Bobcat 5600 Utility Work Machine from Atlas Bobcat in the amount of \$54,445. The purchase is being made via the national

government joint purchase co-operative, Sourcewell (formerly NJPA). Per Section 3.5 of the City's Purchasing Directive, purchases can be made via a variety of governmental joint purchasing programs. Specific items are bid nationally and conform to all requirements of the Illinois State bidding laws.

If the bid is approved by City Council this evening, staff anticipates receiving the replacement 5600 in early May, 2020.

**BACKGROUND/DISCUSSION:** This unit was originally used by the Streets Section for a multitude of loading tasks as well as plowing sidewalks. Two years ago, the Cemetery Section traded-in its older Toolcat 5600 for the newer Streets model that was replaced with a smaller track loader. Cemetery utilizes this unit daily for all of its maintenance operations. It loads materials, plows, and at times mows various parts of the Cemetery.

The entire unit has significant rust throughout it (cab, under carriage, hydraulic lines, dump body, frame, etc.). The front lifting arm assembly can easily be bent and has been replaced three times. Cab mounts had to be fabricated by Fleet Maintenance personnel in order for the cab not to fall off. The existing unit will be traded-in to Atlas Bobcat.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	December 10, 2019	Reviewed & Approved FY '21 List
Finance Committee	November 12, 2019	Included with Capital Plan

**BUDGET/FISCAL IMPACT:** Information regarding the FY 2021 capital equipment purchases was included in the November 12, 2019 Finance Budget packet. At its December 10, 2019 meeting, the Public Works Committee specifically reviewed and recommended approval of each piece included in the FY '21 capital equipment budget.

For many years, the City has purchased multiple pieces of equipment from national bids to include Sourcewell, Omnia Partners, State bid, and the Suburban Purchasing Cooperative. Sourcewell, formerly National Joint Powers Alliance, was created by State law as a service cooperative to provide programs and services to members in education and government. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. Sourcewell is a public agency governed by an eight-member board.

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

If no, indicate the specific exception requested: Administrative Directive 3-5, Section 9.1D – Government Joint Purchase

Below is an estimated summary of Bobcat 5600 Toolcat budget:

FY2021 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Cemetery Fund	\$70,000	\$54,445	Y

**COUNCIL ACTION:** Approval to Purchase a Replacement Bobcat 5600 Utility Work Machine for the Cemetery Section from Atlas Bobcat in the Amount of \$54,445, Included in the FY 2021 Capital Equipment Budget.

**15. Approval to Purchase a Replacement Groundsmaster Mower for the Golf Course Section to Reinders, Inc. in the Amount of \$29,351, Included in the FY 2021 Capital Equipment Budget**

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

**PURPOSE AND ACTION REQUESTED:** Public Works Committee and Staff are recommending approval to purchase a replacement Groundsmaster mower for the Golf Course Section in the amount of \$29,351. The purchase is being made via the national government joint purchase co-operative, Omnia Partners (formerly National IPA). Per Section 3.5 of the City's Purchasing Directive, purchases can be made via a variety of governmental joint purchasing programs. Specific items are bid nationally and conform to all requirements of the Illinois State bidding laws.

If the bid is approved by City Council this evening, staff anticipates receiving the replacement mower in May, 2020.

**BACKGROUND/DISCUSSION:** The golf course maintenance operation is requesting trading in mowers # 808 & 878 and purchasing a triplex rotary mower designed with free-floating cutting decks. This will allow mowing of undulating terrain without scalping the existing turf. Both mowers have had various maintenance issues to include the replacement of hydraulic hoses, batteries, tires and a hydrostatic pump on the John Deere mower. The two existing mowers will be traded into Reinders for a total amount of \$2,750.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	December 10, 2019	Reviewed & Approved FY '21 List
Finance Committee	November 12, 2019	Included with Capital Plan

**BUDGET/FISCAL IMPACT:** Information regarding the FY 2021 capital equipment purchases was included in the November 12, 2019 Finance Budget packet. At its December 10, 2019 meeting, the Public Works Committee specifically reviewed and recommended approval of each piece included in the FY '21 capital equipment budget.

For many years, the City has purchased multiple pieces of equipment from national bids to include Sourcewell, Omnia Partners, State bid, and the Suburban Purchasing Cooperative. All agreements offered through Omnia Partners have been awarded via a thorough Request for Proposal (RFP), competitive, public solicitation process. Similar to Sourcewell, Omnia Partners prepares a competitive solicitation and issues it and any required amendments and notifications. Pre-proposal conferences and meetings are also conducted. Items to purchase are only made available to public agencies, educational institutions, and non-profits.

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

If no, indicate the specific exception requested: Administrative Directive 3-5, Section 9.1D – Government Joint Purchase

Below is an estimated summary of the replacement mower's budget:

FY2021 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Golf Course Fund	\$29,500	\$29,351	Y

**COUNCIL ACTION:** Approval to Purchase a Replacement Groundskeeper Mower for the Golf Course Section to Reinders, Inc. in the Amount of \$29,351, Included in the FY 2021 Capital Equipment Budget

## 16. Approval of an Inflow & Infiltration Policy

STAFF CONTACT: *Jim Lockfeer, Public Works Management Analyst (810-3542)*

**PURPOSE AND ACTION REQUESTED:** Public Works Committee and Staff are recommending approval of an Inflow & Infiltration Policy.

**BACKGROUND/DISCUSSION:** The City of Lake Forest maintains two separate and distinct systems of sewers; storm sewer for stormwater and sanitary sewer for sanitary and wastewater. Inflow & infiltration (I&I hereafter) occurs when stormwater enters into the City's sanitary sewer system. Sanitary sewer systems are designed for sanitary wastewater and not stormwater. In municipal sanitary sewer systems where I&I is particularly bad, stormwater that has entered the sanitary system can easily overburden the system by overwhelming the ability of pipes and pumps to move waste water downstream. This can cause wastewater to back-up and, in some instances, flow back into residences. Excess wastewater in the system also causes pumps and wastewater treatment equipment at the City's pump stations be overburdened which causes a loss in efficiency, increased operational costs, and ultimately shortens their life spans. I&I also presents environmental concerns. If stormwater is able to enter the sanitary system, sanitary wastewater may also be discharging into an area untreated.

The City's Public Works Department conducts periodic smoke testing to identify I&I. Smoke testing is a very common I&I identification technique that consists of blowing non-hazardous smoke mixed with large volumes of air into an identified portion of the sanitary sewer system. The smoke travels the path of least resistance and quickly shows up in both public and private areas that allow I&I. The testing identifies broken manholes, prohibited connections including roof drains, yard drains, uncapped lines and cracked mains and laterals.

Since the completion of the most recent smoke testing and the subsequent review of the I&I report for the most recent smoke tested area, City staff and the Public Works Committee identified a need for a policy to outline procedures for identifying and rehabilitating both public and private I&I issues.

A copy of the proposed policy is included in the City Council Packet beginning on **page 65**.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	12/10/19	Reviewed & recommended approval of I&I policy
Finance Committee	11/12/19	Draft I&I policy included in Committee Packet
Public Works Committee	10/30/19	Reviewed draft I&I policy
Public Works Committee	8/22/19	Reviewed draft I&I policy
Public Works Committee	7/23/19	Discussed need for I&I policy

**BUDGET/FISCAL IMPACT:** The policy has minimal operating budgetary impacts. Per the policy, Staff from the City's Engineering and/or Water & Sewer Sections are available to meet with property owners upon request. There is no charge for this service.

**COUNCIL ACTION:** Approval of the Inflow & Infiltration Policy.

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

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

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

633 Circle Lane - The Building Review Board recommended approval of a new single family residence and the associated landscape and hardscape on a vacant lot. Prior to construction of the home, the new owners of the property have undertaken a significant and much needed bluff stabilization project. No public testimony was presented to the Board on this petition. (Board vote: 6-0, approved)

170 Savanna Court - The Building Review Board recommended approval of a building scale variance to allow the addition of an open pergola in the rear yard. No public testimony was presented to the Board on this petition. (Board vote: 6-0, approved)

The Ordinances approving the petitions as recommended by the Building Review Board, with key exhibits attached, are included in the Council packet beginning on **page 69**. The Ordinances, complete with all exhibits, are available for review in the Community Development Department.

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

**18. 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.

375 Oakdale Avenue – The Zoning Board of Appeals recommended approval of variances from the interior side yard and rear yard setbacks to allow a small addition to connect an existing detached garage with the residence. (Board vote: 6 - 0, approved)

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

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

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

<b>6. ORDINANCES</b>
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**1. Consideration to approve an Ordinance Amending Chapter 110, titled "Licenses and Miscellaneous" related to Raffles, to bring these sections into alignment with recent State of Illinois Legislation (First Reading and, if appropriate, final approval)**

PRESENTED BY: Julie Tappendorf, City Attorney  
STAFF CONTACT: Margaret Boyer, City Clerk (847.810.3674)

**PURPOSE AND ACTION REQUESTED:** Staff requests approval of first reading and if appropriate, final approval of the proposed Ordinance amending Chapter 110 (Licenses and Miscellaneous) of the City Code regarding raffles.

**BACKGROUND:** The City Attorney, along with American Legal (the consultant who codifies the City Code), continue to monitor State statutes to ensure that the City Code is consistent with any new legislation. Due to the number of amendments made by the Illinois General Assembly, staff believes that it is appropriate to replace the entire subchapter relating to raffles. These changes clean up the language and bring the City's raffles regulations in line with state statute. A redline version showing the amendments is included in your packet along with a clean version of the Ordinance beginning on **page 98**.

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



**COUNCIL ACTION:** Consideration to approve an Ordinance Amending Chapter 110, titled “Licenses and Miscellaneous” related to Raffles, to bring these sections into alignment with recent State of Illinois legislation (First Reading and, if appropriate, final approval)

2. Consideration to approve an Ordinance Amending Chapter 110, titled “Licenses and Miscellaneous” related to Landscape License, to bring these sections into alignment with current practices (First Reading and, if appropriate, final approval)

PRESENTED BY: Julie Tappendorf, City Attorney  
STAFF CONTACT: Margaret Boyer, City Clerk (847.810.3674)

**PURPOSE AND ACTION REQUESTED:** Staff requests approval of first reading and if appropriate, final approval of the proposed Ordinance amending Chapter 110 (Licenses and Miscellaneous) of the City Code regarding landscape licenses.

**BACKGROUND:** City staff recently discovered when it was updating the license procedures during the recent implementation of BS&A (ERP) that various elements of the City Code were not reflective of the City’s current practices in connection with landscape licenses. Staff is proposing changes to the landscape licensing regulations in the city Code to reflect current practices, including clarifying the City Manager’s authority over the landscape license process. A copy of the Ordinance showing the proposed change is available beginning on **page 111** of your packet.

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

**COUNCIL ACTION:** Consideration to approve an Ordinance Amending Chapter 110, titled “Licenses and Miscellaneous” related to Landscape Licenses, to bring these sections into alignment with current practices (First Reading and, if appropriate, final approval)

7. OLD BUSINESS
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8. NEW BUSINESS
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9. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS
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10. ADJOURNMENT
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A copy of the Decision Making Parameters can be found beginning on **page 27** of this packet.

Office of the City Manager

January 15, 2020

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





## THE CITY OF LAKE FOREST

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

*Adopted June 18, 2018*

The City of Lake Forest Mission Statement:

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

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

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

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

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



## *Resolution of Sympathy*

**WHEREAS**, on behalf of The City of Lake Forest, the City Council expresses its profound sadness at the passing of Charles F. Clarke, Jr. ("Charley") on January 1, 2020; and

**WHEREAS**, Charley Clarke was a loyal and long-time friend to many and a valued member of our community; and

**WHEREAS**, Charley Clarke was a graduate of Brown University and selflessly served our Country in the Korean War before returning home to an impressive career in real estate; and

**WHEREAS**, Charley Clarke served as Mayor of Lake Forest from 1990 to 1993, and under his leadership, the City's first Tax Increment Finance District was established supporting redevelopment of the Waukegan and Everett Road area and construction of the Telegraph Road Train Station and Fire Station, the City's first recycling program was implemented, and a ban on leaf burning was instituted in addition to many other initiatives that continue still today to contribute to the special character of Lake Forest; and

**WHEREAS**, Charley Clarke admirably carried on his family's tradition of civic involvement, his father, Charles F. Clarke Sr., served as Mayor of the City of Lake Forest from 1943 to 1946;

**WHEREAS**, prior to being elected Mayor, Charley Clarke served on the City's Plan Commission, Zoning Board of Appeals and the Lake Forest Caucus; and

**WHEREAS**, Charley Clarke, in addition to serving in City appointed and elected positions, devoted time and service to various other Boards and institutions including the Onwentsia Club, Catholic Charities, Barat College and Lake Forest Hospital; and

**WHEREAS**, Charley Clarke's most important roles in life were as a devoted and beloved husband to Eleanor, loving father of Charles F. Clarke, III, Timothy S. Clarke and Jay A. Clarke, adoring grandfather to Arlo, Darby, Chase, Haley and Ben Clarke, and Liam and Cora Bradley; brother to Louise Clarke Hough, and he was cherished by many nieces, nephews and cousins; and

**WHEREAS**, Charley Clarke was gracious, genuine, enthusiastic and kind and deeply loved his family, community and fellow residents; and

**WHEREAS**, Charley Clarke's contributions to Lake Forest were significant, he made a difference and he will truly be missed.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lake Forest in session on January 21, 2020, hereby expresses its sincere sympathy to the members of the Clarke Family.

**BE IT FURTHER RESOLVED** that this Resolution be appropriately inscribed and conveyed to the Clarke Family, with a copy to be included in the official minutes of the January 21, 2020 meeting of the Lake Forest City Council.

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George A. Pandaleon  
Mayor



## *Resolution*

**WHEREAS**, the **CHICAGO BEARS**, have been a valued part of the Lake Forest community for 45 years; and

**WHEREAS**, beginning in 1975, the Chicago Bears' Football Operations were housed at Ferry Hall prior to moving to Halas Hall; and

**WHEREAS**, in 1979, the Bears' founder, president and coach **GEORGE HALAS** dedicated the original Halas Hall at Lake Forest College establishing Lake Forest as the long term home of the **CHICAGO BEARS**; and

**WHEREAS**, in 1997, the **CHICAGO BEARS** moved to a 38-acre site in Lake Forest, just north of the then developing Conway Office Park; and

**WHEREAS**, under the leadership of the current principal owner of the **CHICAGO BEARS**, **VIRGINIA HALAS McCASKEY**, the daughter of founder **GEORGE HALAS**, the Bear's facility in Conway Park has been continually enhanced and today, is one of the premier facilities among NFL teams; and

**WHEREAS**, the **CHICAGO BEARS'** investment in the City of Lake Forest is significant and greatly appreciated; and

**WHEREAS**, the **CHICAGO BEARS** organization embodies the very character of the City of Lake Forest with high quality facilities, attention to detail, native landscaping and respect for its own traditions and history while at the same time, looking forward, changing, adapting, and striving for excellence; and

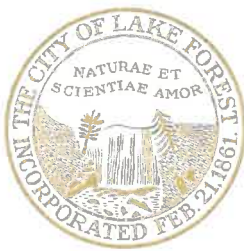
**WHEREAS**, the City of Lake Forest takes great pride in the fact that the **CHICAGO BEARS** call Lake Forest home; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST** that the Council, on behalf of the entire community, hereby expresses its sincere congratulations to the **CHICAGO BEARS** on its 100<sup>th</sup> season, extends good wishes for the next 100 years and offers a resounding **GO BEARS!**; and

**BE IT FURTHER RESOLVED** that the City Clerk be and hereby is instructed to deliver a copy of this Resolution duly signed by the Mayor to the **CHICAGO BEARS** on this 21<sup>st</sup> day of January, 2020.

---

George A. Pandaleon  
Mayor



## *Resolution to Celebrate the 100<sup>th</sup> Anniversary of The League of Women Voters*

**WHEREAS**, on February 14, 1920, the League of Women Voters ("League") was formed at the Congress Hotel in Chicago, Illinois; and

**WHEREAS**, the League was formed six months prior to, but in anticipation of the ratification of the 19<sup>th</sup> Amendment giving women the right to vote in the United States; and

**WHEREAS**, the League was a political experiment designed to help 20 million women carry out their new responsibilities as voters by educating them about issues; and

**WHEREAS**, from the beginning, the League determined that it would be non-partisan, neither supporting nor opposing any political party or individual candidate; and

**WHEREAS**, the League continues today as a non-partisan political organization that encourages informed and active participation in government, works to increase understanding of major public policy issues, and influences public policy through education and advocacy; and

**WHEREAS**, today the League is composed of members in over 700 local, county and state leagues in all 50 states plus the District of Columbia, the Virgin Islands and Hong Kong; and

**WHEREAS**, among those state leagues is the League of Women Voters of Illinois which was incorporated on March 22, 1920, and in turn is composed of over 40 local leagues; and

**WHEREAS**, the Lake Forest-Lake Bluff League of Women Voters was incorporated on June 9, 1925;

**WHEREAS**, the League is a civic organization that has fought since 1920 to improve government and engage everyone in the decisions that impact their lives; and

**WHEREAS**, the League will celebrate its 100<sup>th</sup> Anniversary on February 14, 2020;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lake Forest hereby declares February 14, 2020 as a date to celebrate the League of Women Voters and its vision of a democracy where every person has the desire, the right, the knowledge, and the confidence to participate;

**BE IT FURTHER RESOLVED** that this Resolution be appropriately inscribed and conveyed to the Lake Forest- Lake Bluff League of Women Voters, with a copy to be included in the official minutes of the January 21, 2020 meeting of the Lake Forest City Council.

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George A. Pandaleon, Mayor

AN ORDINANCE

ABATING THE TOTAL TAX BEING LEVIED IN 2019  
FOR THE ANNUAL PAYMENT OF THE PRINCIPAL AND INTEREST  
ON THE 2011 GENERAL OBLIGATION SERIES 2011-A REFUNDING BOND ISSUE

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

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

WHEREAS, The City of Lake Forest has on hand, sufficient funds to pay the total tax levied for the annual payment of the principal and interest on the 2011 General Obligation Series 2011-A Refunding Bond Issue due in the fiscal year commencing May 1, 2020, therefore the total levy of the tax provided in the original bond ordinance passed September 6, 2011, a copy of which was filed in the Office of the County Clerk is unnecessary;

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

SECTION 1: That the County Clerk of Lake County, Illinois, is hereby authorized and directed to abate the total 2019 Tax Levy of \$143,150 hitherto provided for and levied in the ordinance providing for the issuance of \$2,415,000 General Obligation Series 2011-A Refunding Bonds of The City of Lake Forest, Lake County, Illinois passed September 6, 2011.

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

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2020

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

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Mayor

ATTEST:

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

2011A

AN ORDINANCE

ABATING A PORTION OF THE TAX BEING LEVIED IN 2019  
FOR THE ANNUAL PAYMENT OF THE PRINCIPAL AND INTEREST  
ON THE GENERAL OBLIGATION BONDS, SERIES 2015 BOND ISSUE

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

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

WHEREAS, The City of Lake Forest has on hand, sufficient funds to pay a portion of the tax levied for the annual payment of the principal and interest on the General Obligation Bonds, Series 2015 due in fiscal year commencing May 1, 2020, therefore a portion of the levy of the tax provided in the original bond ordinance passed August 3, 2015, a copy of which was filed in the Office of the County Clerk is unnecessary;

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

SECTION 1: That the County Clerk of Lake County, Illinois, is hereby authorized and directed to abate a portion of the 2019 Tax Levy in the amount of \$356,687.50 hitherto provided for and levied in the ordinance providing for the issuance of \$9,780,000 General Obligation Bonds, Series 2015 of The City of Lake Forest, Lake County, Illinois passed August 3, 2015.

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

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2020

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

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Mayor

ATTEST:

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

2015



AN ORDINANCE

ABATING THE TOTAL TAX BEING LEVIED IN 2019  
FOR THE ANNUAL PAYMENT OF THE PRINCIPAL AND INTEREST  
ON THE GENERAL OBLIGATION BONDS, SERIES 2017 BOND ISSUE

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WHEREAS, the City Council of The City of Lake Forest, Lake County, Illinois, did on the 15<sup>th</sup> day of May 2017, authorize the issuance of General Obligation Bonds, Series 2017 in the amount of \$9,295,000 for the purpose of financing capital improvements and provided for the levy and collection of a direct annual tax for the payment of the principal and interest of said bonds; and

WHEREAS, the City has funds in the General Obligation Bonds, Series 2017 Bond Fund from sufficient revenues collected from the City owned waterworks and sewerage system; and

WHEREAS, The City of Lake Forest has on hand, sufficient funds to pay the total tax levied for the annual payment of the principal and interest on the General Obligation Bonds, Series 2017 due in fiscal year commencing May 1, 2020, therefore the total levy of the tax provided in the original bond ordinance passed May 15, 2017, a copy of which was filed in the Office of the County Clerk is unnecessary;

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

SECTION 1: That the County Clerk of Lake County, Illinois, is hereby authorized and directed to abate the total 2019 Tax Levy of \$271,152.50 hitherto provided for and levied in the ordinance providing for the issuance of \$9,295,000 General Obligation Bonds, Series 2017 of The City of Lake Forest, Lake County, Illinois passed May 15, 2017.

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

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020

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

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Mayor

ATTEST:

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

2017

AN ORDINANCE

ABATING A PORTION OF THE TAX BEING LEVIED IN 2019  
FOR THE ANNUAL PAYMENT OF THE PRINCIPAL AND INTEREST  
ON THE GENERAL OBLIGATION BONDS, SERIES 2019 REFUNDING BOND ISSUE

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WHEREAS, the City Council of The City of Lake Forest, Lake County, Illinois, did on the 2<sup>nd</sup> day of December, 2019, authorize the issuance of General Obligation Refunding Bonds, Series 2019 in the amount of \$17,665,000 for the purpose of refunding certain maturities of the City's outstanding general obligation bonds, Series 2009, 2010B, 2010C and 2011B and provided for the levy and collection of a direct annual tax for the payment of the principal and interest of said bonds; and

WHEREAS, the City has funds in the applicable debt service funds from sources other than property taxes; and

WHEREAS, The City of Lake Forest has on hand, sufficient funds to pay a portion of the tax levied for the annual payment of the principal and interest on the General Obligation Refunding Bonds, Series 2019 due in fiscal year commencing May 1, 2020, therefore a portion of the levy of the tax provided in the original bond ordinance passed December 2, 2019, a copy of which was filed in the Office of the County Clerk, is unnecessary;

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

SECTION 1: That the County Clerk of Lake County, Illinois, is hereby authorized and directed to abate a portion of the 2019 Tax Levy in the amount of \$2,658,627.78 hitherto provided for and levied in the ordinance providing for the issuance of \$17,665,000 General Obligation Bonds, Series 2019 of The City of Lake Forest, Lake County, Illinois passed December 2, 2019.

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

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020

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

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Mayor

ATTEST:

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

2019

The City of Lake Forest  
CITY COUNCIL  
*Proceedings of the Monday, December 2, 2019*  
City Council Meeting - City Council Chambers

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

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

Absent: Alderman Beidler

**CALL TO ORDER AND ROLL CALL**

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

**REPORTS OF CITY OFFICERS**

**COMMENTS BY MAYOR**

**A. Woodlands Sacred Heart Academy -City of Lake Forest Flag Presentation  
-Meg Steele-Head of School**

Mayor Pandaleon introduced Meg Steele, Head of School at Woodlands. Ms. Steele gave a brief history of the Academy and the Flag Ceremony and showed a video. Mayor Pandaleon presented The City of Lake Forest Flag for display at the Academy. Photos were taken.

**B. Acceptance of Gift from Friends of Lake Forest Parks and Recreation Foundation  
-Jaclyn Greca, Vice President Friends Foundation**

Mayor Pandaleon introduced Jaclyn Greca, Vice President Friends of the Lake Forest Parks and Recreation Foundation. Ms. Greca gave a brief overview of the Comfort Station project and reported that on behalf of Friends Foundation, the Station is officially gifted back to The City of Lake Forest. Mayor Pandaleon thanked Ms. Greca and the Foundation for all their efforts and the community for its ongoing philanthropy.

**COMMENTS BY CITY MANAGER**

City Manager Jason Wicha introduced both Mike Simeck- Superintendent of Lake Forest School Districts 67 and 115 and Mike Borkowski- President of Board of Education for School District 67.

**A. Community Spotlight**  
- **Lake Forest District 67 and 115 Update**  
-**Mike Simeck- Superintendent of Lake Forest School Districts 67 and 115 and Mike Borkowski- President of Board of Education for School District 67**

Superintendent Simeck reported on the proposed reinvented learning spaces and Mike Borkowski- President of Board of Education for School District 67 reported on tax rates for the district. The City Council thanked both for providing such great education opportunities within the community without asking for a

referendum. Mayor Pandaleon reported on the recent number of field trips he has been pleased to speak at hosted at City Hall.

<b>COMMITTEE REPORTS</b>
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<b>FINANCE COMMITTEE</b>
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**1. Gorton Community Center 2020 Budget Presentation**

Finance Committee Chairman James Morris introduced Tim Hender, Board Chair, Amy Wagliardo, Executive Director and Nick Bothfeld, Finance Chair at Gorton- noting that both he and Finance Director Holleb review the annual budget. Mr. Hender reviewed the budget process and introduced happenings at Gorton. Ms. Wagliardo reviewed the mission, vision, priorities and a budget comparison. She also reviewed key success factors of 2019 and the 2020 Strategic Plan. Ms. Wagliardo stated that the overall budget for 2020 versus 2019 is only at 5% increase due to an increase in contributions. Mr. Bothfeld stated that he has confidence in the budget.

The City Council had discussion on the Drop-In Center and current endowment value.

Mayor Pandaleon asked if anyone from the public would like to comment. Seeing none, he asked for a motion.

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

Alderman Morris made a motion to approve the Gorton Community Center Annual Budget and Plan as presented, seconded by Alderman Preschlack. The following voted "Aye": Alderman Morris, Notz, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted "Nay": None. 7-Ayes, 0 Nays, motion carried.

**2. Consideration of an Ordinance Establishing the 2019 Tax Levy (Second Reading and Final Approval)**

Elizabeth Holleb, Finance Director gave an overview using slides that included: 1) the tax levy limitations under the tax cap; 2) the tax levy distributed by fund without new growth and allowances distributed; 3) the tax levy by fund with new growth and allowances distributed; and 4) an explanation of the tax increase to an average homeowner.

A summary of the proposed levy is as follows:

<b>FUND</b>	<b>Proposed 2019 LEVY</b>	<b>2018 Extension</b>	<b>\$ CHANGE</b>	<b>% CHANGE</b>
City General	\$ 14,343,735	\$ 13,870,423	\$ 473,312	3.41%
Pension Funds	6,307,357	5,541,293	766,064	13.82%
Fire Pension PA 93-0689	103,759	91,348	12,411	13.59%
Recreation	1,460,324	1,433,095	27,229	1.90%
Parks	3,250,399	3,189,793	60,606	1.90%
Recreation & Parks/Specific Purpose	125,000	125,000	0	0.00%
Special Recreation	483,856	474,834	9,022	1.90%
Capital Improvements	1,538,000	1,730,225	(192,225)	-11.11%
Library	3,863,741	3,762,716	101,025	2.68%
Library sites	419,329	411,510	7,819	1.90%
Bond Funds	1,901,821	1,669,665	232,156	13.90%
<b>TOTAL TAX LEVY - CITY</b>	<b>\$ 33,797,321</b>	<b>\$ 32,299,902</b>	<b>\$ 1,497,419</b>	<b>4.64%</b>

School District 67- ESTIMATED	\$ 34,471,975	33,482,716	\$ 989,260	2.95%
GRAND TOTAL	68,269,296	65,782,618	\$ 2,486,679	3.78%

**Ordinance (exclude Bond Funds) \$66,367,475**

Ms. Holleb reported that the proposed tax levy for 2019 reflects a 4.64% increase over the 2018 tax levy extensions for the City and Library operating funds and City pension and debt service funds. This increase is comprised of the 1.90% property tax cap increase on operating and IMRF pension levies; debt service bond levies as previously approved by City Council bond Ordinances, subject to abatement for debt paid by alternate revenue sources; increases attributable to new construction; and increases in police and fire pension costs as determined by an independent actuarial valuation. The average increase to existing residents (\$800,000 home) is projected to be \$130 or 3.82%.

Mayor Pandaleon asked for a briefing on The City of Lake Forest rating and the credit opinion received noting the City's Aaa rating and its complement to the City for its approach to pension funding. Mayor Pandaleon thanked Director Holleb.

Mayor Pandaleon asked if anyone from the public would like to comment. Seeing none, he asked for a motion.

**COUNCIL ACTION: Grant final approval of an Ordinance Establishing the 2019 Tax Levy (page 31).**

Alderman Preschlack made a motion to grant final approval of an Ordinance Establishing the 2019 Tax Levy, seconded by Alderman Notz. The following voted "Aye": Alderman Morris, Notz, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted "Nay": None. 7-Ayes, 0 Nays, motion carried.

**3. Consideration of an Ordinance approving a Fee Schedule and Ordinances adopting new fees  
(Second Reading and Final Approval)**

Elizabeth Holleb, Finance Director reported the fee revisions and proposed new fees were discussed by the Finance Committee at its November 12, 2019 meeting. Fees related to the Water Utility Fund are not yet incorporated into the proposed fee schedule and will be considered by the City Council Finance Committee in January.

Mayor Pandaleon asked if anyone from the public would like to comment. Seeing none, he asked for a motion.

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

Alderman Notz made a motion to grant final approval of an Ordinance Establishing the 2019 Tax Levy, seconded by Alderman Goshgarian. The following voted "Aye": Alderman Morris, Notz, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted "Nay": None. 7-Ayes, 0 Nays, motion carried.

- 4. Consideration of an Ordinance Providing for the issuance of not to exceed \$19,500,000 General Obligation Refunding Bonds, Series 2019, for the purpose of refunding certain outstanding general obligation bonds of the City, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with the issuance of said bonds, and authorizing the sale of said bonds to the winning bidder thereof. (Second Reading and Final Approval)**

*Below is the extract of minutes used by Bond Counsel in preparation of the issuance of not to exceed \$19,500,000 General Obligation Refunding Bonds, Series 2019.*

"EXTRACT OF MINUTES of a regular public meeting of the City Council of the City of Lake Forest, Lake County, Illinois, held at City Hall, 220 East Deerpath, in the City, at 6:30 o'clock P.M. on the 2nd day of December, 2019.

The Mayor called the meeting to order and directed the City Clerk to call the roll. Upon the roll being called, George A. Pandaleon, the Mayor, and the following Aldermen were physically present at said location: Alderman Morris, Alderman Notz, Alderman Rummel, Alderman Preschlack, Alderman Goshgarian, Alderman Moreno and Alderman Buschmann.

The following Aldermen were allowed by a majority of the Aldermen in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: None.

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Alderman were absent and did not participate in the meeting in any manner or to any extent whatsoever: Alderman Beidler.

The Mayor announced that the next item for consideration was the issuance of not to exceed \$19,500,000 general obligation refunding bonds to be issued by the City pursuant to its home rule powers for the purpose of refunding certain outstanding general obligation bonds of the City for debt service savings, and that the City Council would consider the adoption of an ordinance providing for the issue of said bonds and the levy of a direct annual tax sufficient to pay the principal and interest thereon and authorizing the execution of an escrow agreement in connection therewith. The Mayor then explained that the ordinance sets forth the parameters for the issuance of said bonds and sale thereof by designated officials of the City and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said bonds. The Mayor stated that the hereinafter defined Bond Ordinance was introduced on first reading by the City Council at its regular meeting on November 18, 2019.

WHEREUPON, Alderman Morris presented, and the City Clerk made available to the Aldermen and interested members of the public, complete copies of an ordinance entitled:

AN ORDINANCE providing for the issuance of not to exceed \$19,500,000 General Obligation Refunding Bonds, Series 2019, of the City of Lake Forest, Lake County, Illinois, for the purpose of refunding certain outstanding general obligation bonds of said City, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with the issuance of said bonds, and authorizing the sale of said bonds to the winning bidder thereof.

(the "Bond Ordinance").

Alderman Buschmann then moved and Alderman Moreno seconded the motion that the Bond Ordinance as presented be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt the Bond Ordinance.

Upon the roll being called, the following Aldermen voted AYE: Alderman Morris, Alderman Notz, Alderman Rummel, Alderman Preschlack, Alderman Goshgarian, Alderman Moreno and Alderman

Buschmann.

the following Aldermen voted NAY: None.

and the following Alderman abstained from the vote: None.

WHEREUPON, the Mayor declared the motion carried and the Bond Ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the City Clerk to record the same in full in the records of the City Council of the City of Lake Forest, Lake County, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

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City Clerk"

Note- Mayor Pandaleon asked if anyone from the public would like to comment. There was no public comment.

**COUNCIL ACTION: Final approval of the bond ordinance (page 139). An online bid will occur on Wednesday, December 4. The bond ordinance presented for City Council approval sets forth the parameters under which a bid received on December 4 would be approved, allowing for the closing of the bond issue on December 19. If no bid submitted on December 4 meets the parameters of the bond ordinance approved on December 2, the bids may be rejected and the bond issue would not proceed.**

Alderman Buschmann made a motion to grant final approval of the Bond Ordinance, seconded by Alderman Moreno. The following voted "Aye": Alderman Morris, Notz, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted "Nay": None. 7-Ayes, 0 Nays, motion carried.

<b>OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL ON NON-AGENDA ITEMS</b>
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None

<b>ITEMS FOR OMNIBUS VOTE CONSIDERATION</b>
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1. Approval of the November 18, 2019 City Council Meeting Minutes
2. Approval of the Check Register for the Period of October 26 – November 22, 2019
3. Grant Approval of the Deed of Gift of the Original 1857 Map of The City of Lake Forest to The Newberry Library in Chicago



4. **Consideration of Acceptance of Gift from Friends of Lake Forest Parks and Recreation Foundation Demonstration Project Work incorporating the Comfort Station at Deerpath Golf Course into the City Property.**
5. **Consideration of an Ordinance Adopting the Fourth Supplement (S-4) to the Code of Ordinances for the City of Lake Forest Incorporating Recent Code Amendments into the Official City Code. (Waive first reading and grant final approval)**
6. **Approval of International Association of Fire Fighters (IAFF) Contract between the City and the Lake Forest Firefighters/Lieutenantants**
7. **Approval of Bridge Inspection Services with Bleck Engineering totaling \$23,125.**
8. **Award of contract with Advanced Tree Care, for an amount not to exceed \$38,000, as part of the MPI Tree Pruning Services Joint Bid for FY2020.**
9. **Waiver of Procedures and Approval of All City Expenditures for the purchase of a 14-passenger van with wheelchair capabilities in partnership with the Lake Forest- Lake Bluff Senior Citizen's Foundation and an Anonymous Donor to Midwest Transit Equipment not to exceed \$66,000.**
10. **Consideration of a Recommendation from the Plan Commission in Support of a Special Use Permit to Authorize the Relocation of the Coldwell Banker Real Estate Office to 675 Forest Avenue. (If desired by the Council, Waive First Reading and Grant Final Approval of the Ordinance.)**

**COUNCIL ACTION: Approval of the ten (10) 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 #3 and the City Manager had comment on item #6. Mayor Pandaleon asked again if any member of the Council would like to remove any item or take it separately. Hearing none, Mayor Pandaleon asked for a motion to approve the ten (10) Omnibus items as presented.

Alderman Preschlack made a motion to approve the ten omnibus items as presented, seconded by Alderman Moreno. The following voted "Aye": Alderman Morris, Notz, Rummel, 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.*

<b>ORDINANCES</b>
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1. **Consideration to an Ordinance amending Chapter 135, titled "Offenses Affecting Public Health, Safety and Decency" to bring these sections into alignment with legislation contained in the Illinois Cannabis Regulation and Tax Act (First Reading and, if appropriate, final approval).**

Karl Walldorf, Chief of Police, gave an overview of the changes which will allow officers to continue to enforce local ordinance cannabis violations upon final approval as well as new state cannabis statutes beginning January 1, 2020.

The City Council had lengthy discussion on regulations, adult use, prohibition, social hosting, private use and public use.

Mayor Pandaleon asked if anyone from the public would like to comment. Seeing none, he asked for a motion

**COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading of an Ordinance amending Chapter 135, titled “Offenses Affecting Public Health, Safety and Decency” of the City Code, and grant final approval.**

Alderman Preschlack made a motion to waive first reading of an Ordinance amending Chapter 135, titled “Offenses Affecting Public Health, Safety and Decency” of the City Code, and grant final approval, seconded by Alderman Rummel. The following voted “Aye”: Alderman Morris, Notz, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted “Nay”: None. 7-Ayes, 0 Nays, motion carried.

<b>NEW BUSINESS</b>
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- 1. Authorize the City Manager to Enter into a One Year Pilot Agreement with the Illinois Department of Transportation for the Plowing and Salting of Route 43 (Rte. 176-Rte. 22) and Route 60 (Rte. 41-Field Drive) for the Winter of 2019/2020, Subject to Legal Review and Approval, and Approval to Purchase an Additional 1,000 Tons of Road Salt from Lake County’s Morton Road Salt Bid for \$66,281.**

Michael Thomas, Director of Public Works, reviewed the context of the last 3-4” snowstorm and the response the City received on social media on specific road conditions. He also reviewed the proposed one-year Pilot agreement with the Illinois Department of Transportation for the plowing and salting of Route 43 (Rte. 176-Rte. 22) and Route 60 (Rte. 41-Field Drive) for the winter of 2019/2020. Along with the need to purchase an additional 1,000 tons of road salt from Lake County’s Morton Road Salt Bid for \$66,281.

The City Council had lengthy discussion on operational, both man power and equipment and service impacts around the City, the salting policy and public safety.

Mayor Pandaleon asked if anyone from the public would like to comment. Seeing none, he asked for a motion

**COUNCIL ACTIONS: Authorize the City Manager to Enter into a One Year Pilot Agreement with the Illinois Department of Transportation for the Plowing and Salting of Route 43 (Rte. 176-Rte. 22) and Route 60 (Rte. 41-Field Drive) for the Winter of 2019/2020, Subject to Legal Review and Approval, and Approval to Purchase an Additional 1,000 Tons of Road Salt from Lake County’s Morton Rock Salt Bid for \$66,281.**

Alderman Morris made a motion to authorize the City Manager to Enter into a One Year Pilot Agreement with the Illinois Department of Transportation for the Plowing and Salting of Route 43 (Rte. 176-Rte. 22) and Route 60 (Rte. 41-Field Drive) for the Winter of 2019/2020, Subject to Legal Review and Approval, and Approval to Purchase an Additional 1,000 Tons of Road Salt from Lake County’s Morton Rock Salt Bid for \$66,281, seconded by Alderman Goshgarian. The following voted “Aye”: Alderman Morris, Notz, Rummel, Preschlack, Goshgarian, Moreno and Buschmann. The following voted “Nay”: None. 7-Ayes, 0 Nays, motion carried.

<b>ADDITIONAL ITEMS FOR COUNCIL DISCUSSION/COMMENTS BY COUNCIL MEMBERS</b>
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The Mayor, on behalf of the City Council and City Staff, wished all Happy Holidays and reminded everybody to shop local.

<b>ADJOURNMENT</b>
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There being no further business Mayor Pandaleon asked for a motion. Alderman Beidler made a motion to adjourn, seconded by Alderman Buschmann. Motion carried unanimously by voice vote at 8:38 pm.

Respectfully Submitted  
Margaret Boyer, City Clerk

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

## GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2020 (the “**Effective Date**”), by and between the City of Lake Forest, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

**WHEREAS**, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

**WHEREAS**, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

**WHEREAS**, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

**WHEREAS**, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

### SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract, substantially in the form attached hereto as **Exhibit A**.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

## **SECTION 2 PERFORMANCE OF WORK**

2.1 All work hereunder shall be performed under the direction of the City Manager or his designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

## **SECTION 3 RELATIONSHIP OF PARTIES**

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

## **SECTION 4 PAYMENT TO THE CONSULTANT**

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

4.2 Service Rates. The service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

## **SECTION 5 TERM**

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one year (the “*Initial Term*”).

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a “*Renewal Term*”).

## **SECTION 6 TERMINATION OF CONTRACT**

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

## **SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS**

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or

subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. For purposes of this Contract, the term "Consultant" shall be deemed to refer to the Consultant and also to refer to all subcontractors of the Consultant.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant’s business.

## **SECTION 8**

### **ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES**

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

(a) Office space for the Consultant’s Personnel and periodic guests. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant’s Personnel and periodic guests;

- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the Internet;
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and
- (f) Any Municipality data, record, which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all Municipality GIS assets that permit the Consultant to continue services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

## **SECTION 9**

### **CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA**

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GIS Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").



(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services. The Municipality hereby grants to the Consultant, a royalty-free, non-exclusive, irrevocable license throughout the world to publish modify, transfer, translate, deliver, perform, use and dispose of in any manner any portion of the GISC Materials.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("**Confidential Information**"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice

to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within five (5) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

## **SECTION 10 LIMITATION OF LIABILITY**

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date. Unless expressly excluded by this Contract, the warranty expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto the Municipality.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 2** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

## SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Act**"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Applicable Regulations**")) of minorities and women in the areas from

which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless

expressed in writing herein or in a duly executed amendment hereof. For the avoidance of doubt, this Contract supersedes, in all respects, that certain GIS Consortium Service Provider Contract dated May 1, 2015 between the Municipality and the Consultant; provided, however, that all effective Supplemental Statements of Work executed thereunder remain in effect and are incorporated into this Agreement as if the same were executed pursuant to this Agreement.

12.12 Attachments and Exhibits. Attachments 1 and 2 and Exhibit A are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment or Exhibit and the text of this Contract, the text of this Contract shall control. In the event of any conflict or inconsistency between the terms of this Contract and any Supplemental Statement of Work, the terms of the Supplemental Statement of Work will govern and control with respect to the term, projected utilization rates, service rates and scope of services.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“*Dispute*”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender’s receipt of an acknowledgment from the intended recipient (such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgment).

If to Municipality:     City of Lake Forest  
                                 Brian Joyce  
                                 800 North Field Drive  
                                 Lake Forest, IL 60045  
                                 Attention: Brian Joyce  
                                 E-mail: joyceb@cityoflakeforest.com

If to Consultant:       Municipal GIS Partners, Incorporated  
                                 Thomas A. Thomey  
                                 701 Lee Street, Suite 1020  
                                 Des Plaines, IL 60016  
                                 Attention: Thomas Thomey  
                                 E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "***Force Majeure***"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

**CITY OF LAKE FOREST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

**CONSULTANT:**

**MUNICIPAL GIS PARTNERS,  
INCORPORATED**

By: Donna J. Thomey  
Name: Donna Thomey  
Its: Management Support Specialist

By: Thomas A. Thomey  
Name: Thomas Thomey  
Its: President



## **Attachment 1**

### **Statement of Work to GIS Consortium Service Provider Contract**

1) General Purpose. The Consultant will perform all or part of the Municipality's geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Municipality will be sharing management, development, maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Municipality include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) Service Types. The Consultant will provide two (2) service types. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided. The two (2) services types are as follows:

A. Services related to the direct management, development, operation, and maintenance of the GIS required to reasonably support the system.

B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

3) Services. The Consultant will provide the necessary resources to support the GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task which includes, but is not limited to, the following:

A. The Site Analyst provides the daily operation, maintenance, and support of the program for the Municipality. The Site Analyst is responsible for database management and data quality, map and product development, user training and help-desk, project identification and program documentation.

B. The Shared Analyst provides technical support to the Site Analyst and the Municipality including trouble-shooting and project implementation. The Shared Analyst is responsible for developing, testing, and managing the GISC shared solutions including the standard data model and processes, centralized databases, and software applications.

C. The Client Account Manager is responsible for the coordination and operation of the program for the Municipality including leadership alignment and reporting, planning and budgeting, resource allocation, and performance management.

D. The Manager is responsible for the overall GISC program including the development and implementation of new shared opportunities based on the direction and instructions of the GISC Board of Directors.

4) Projected Utilization and Service Rates. The service rates set forth below are based on, among other things, the negotiated annual projected utilization of all GISC members. The Consultant shall negotiate annually with the Board of Directors (the “**Board**”) of GISC to adjust the annual projected utilization and service rates for the members of GISC. It is anticipated that the Consultant will submit its proposed annual projected utilization and service rates (the “**Proposal**”) to the Board for approval every year on or about July 31st. Upon the Board’s approval of the Proposal, the annual projected utilization and service rates shall become binding on the Municipality and incorporated into this Contract by reference, which shall automatically become effective on January 1st and remain in effect for the remainder of such calendar year. The approved annual projected utilization and the service rates will be promptly distributed by the Board or the Consultant to the Municipality. Notwithstanding the foregoing, in the event the Board, for any reason whatsoever (including the Board being disbanded) does not approve the Proposal, the Consultant may submit its proposed annual projected utilization and service rates directly to the Municipality by no later than October 1st, and upon written approval by the Municipality shall become effective on January 1st. Consultant agrees that, each year, the new aggregate annual contract value for the Municipality will not exceed the greater of (i) cost-of-living adjustments based on the CPI<sup>1</sup> measured as of the most recent CPI number available prior to submitting the Proposal, or (ii) 3%. The GISC service and projected utilization rates set forth below are effective as of the Effective Date until December 31 of such calendar year:

A. Projected Utilization

1. 1,644 hours of Site Analyst
2. 333 hours of Shared Analyst
3. 164 hours of Client Account Manager
4. 84 hours of Manager

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<sup>1</sup>For purposes of this Contract, “CPI” shall mean the all items Consumer Price Index for all Urban Consumers in the Chicago-Gary-Kenosha area. In the event that publication or issuance of the Index is discontinued or suspended, the CPI shall be an index published or issued by the United States Department of Labor or any bureau or agency thereof that computes information from substantially the same statistical categories and substantially the same geographic areas as those computed in the CPI and that weights such categories in a substantially similar way to the weighting of the CPI at the Effective Date. The CPI rates, solely for reference purposes, may be accessed at <http://www.bls.gov/ro5/cpichi.htm>, it being understood that the Consultant makes no representation or warranty that the rates published on such website are accurate.

B. Service Rates

1.     \$ 91.15 per hour for Site Analyst
2.     \$ 91.15 per hour for Shared Analyst
3.     \$106.90 per hour for Client Account Manager
4.     \$134.00 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers) : \$208,992.00

Total Not-to-Exceed Amount for Services (Figures) : two hundred eight thousand nine hundred ninety-two dollars zero cents

## **Attachment 2**

### **To GIS Consortium Service Provider Contract**

#### **Insurance**

##### **Consultant's Insurance**

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. **Minimum Limits of Insurance:** Consultant shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. **Business Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. **Workers' Compensation and Employers' Liability:** Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.

2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G.     Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

## **Exhibit A**

### **Form of Supplemental Statement of Work**

Pursuant to and in accordance with Sections 1.2 and 12.10 of that certain GIS Consortium Service Provider Contract dated [INSERT DATE] (the “**Contract**”) between the \_\_\_\_\_ of \_\_\_\_\_ (the “**Municipality**”) and Municipal GIS Partners, Incorporated (the “**Consultant**”) hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK (“**SOW**”):

**1. Description of Additional Services:**

*[None] or [Describe new services being provided or no longer being provided. Note if Supplemental Statement of Work is intended to replace a previously approved and effective Statement of Work]*

**2. Project Schedule/Term:**

*[Insert date by which supplemental work must be commenced and completed with any appropriate milestones]*

**3. Projected Utilization: [Insert rate effective dates]**

- A. \_\_\_\_\_ hours of Site Analyst
- B. \_\_\_\_\_ hours of Shared Analyst
- C. \_\_\_\_\_ hours of Client Account Manager
- D. \_\_\_\_\_ hours of Manager

**4. Service Rates: [Insert rate effective dates]**

- A. \$\_\_\_\_\_ per hour for Site Analyst
- B. \$\_\_\_\_\_ per hour for Shared Analyst
- C. \$\_\_\_\_\_ per hour for Client Account Manager
- D. \$\_\_\_\_\_ per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers) : \$[INSERT]

Total Not-to-Exceed Amount for Services (Figures) : [INSERT]

In the event of any conflict or inconsistency between the terms of this SOW and this Contract or any previously approved SOW, the terms of this SOW will govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of this Contract and this SOW shall be governed

and controlled by this Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in this Contract.

**IN WITNESS WHEREOF**, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

Municipality of \_\_\_\_\_

\_\_\_\_\_  
Municipality Clerk

By: \_\_\_\_\_  
[*MUNICIPALITY/CITY*] Manager

ATTEST:

**CONSULTANT:**

**MUNICIPAL GIS PARTNERS,  
INCORPORATED**

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

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





**The City of Lake Forest**  
**Inflow & Infiltration Policy**  
**DRAFT**

## **I. Purpose**

The purpose of this policy is to outline procedures for identifying and rehabilitating both public and private sanitary sewer inflows & infiltrations (later referred to simply as “I&I”). The City of Lake Forest maintains two separate and distinct systems of sewers; storm sewer for surface water and stormwater and sanitary sewer for sanitary and wastewater. I&I occurs when stormwater enters the wrong sewer system; the City’s sanitary sewer system. This policy defines the responsibilities of both private property owners and the City in managing and repairing I&I issues. The policy also assists in identifying projects, programs, and initiatives that will reduce I&I within the City by cost effective means.

This policy requires that the transportation or movement of stormwater not occur by way of City’s sanitary sewer system. Eliminating I&I from the sanitary sewer system can help to reduce damage to property and protect public health, the environment, safety, and general welfare.

It is not unusual for municipal sanitary systems to experience problems with I&I. In sanitary sewer systems where I&I is particularly bad, stormwater that has entered the sanitary system can easily overwhelm the ability of pipes and pumps to move waste water downstream and overburden the system. This can cause wastewater to back-up and, in some instances, flow back into residences. Excess wastewater in the system also causes pumps and wastewater treatment equipment at the City’s pump stations be overburdened, lose efficiency, increase operational costs, and ultimately shortens their life spans. I&I also presents environmental concerns. If stormwater is able to enter the sanitary system, sanitary wastewater may also be discharging into an area untreated.

City ordinances (including section 150.385 of the City Code) prohibit property owners from directing and depositing surface water into the City’s sanitary sewer system, or a fixture connected to a sanitary sewer, including, but not limited to, through connecting roof drains, footing drains, and garage floor drains.

## **II. Applicability**

This policy applies to I&I issues, abutting or affecting any and all property within the City, whether public or private

## **III. Objectives**



- A. Outline I&I expectations and responsibilities for both City and private property owners
- B. Be in compliance with all applicable Local, State and Federal Laws
- C. Promote responsible and permitted methods to eliminate I&I
- D. Promote awareness and understanding of I&I issues to residents through public information and educational programs
- E. Promote public safety and health of the environment

#### **IV. Implementation**

##### **A. Smoke Testing Program**

The Department of Public Works conducts periodic smoke testing to identify I&I. Smoke testing is a very common I&I identification technique. Smoke testing is a relatively simple process that consists of blowing non-hazardous smoke mixed with large volumes of air into an identified portion of the sanitary sewer system. The smoke travels the path of least resistance and quickly shows up in areas that allow I&I. The testing identifies broken manholes, prohibited connections including roof drains, yard drains, uncapped lines and cracked mains and laterals.

##### **B. City Owned Property I&I Procedures**

The Department of Public Works will maintain a prioritized I&I public project list. The list will be developed based upon data obtained from smoke testing studies. Proposed public projects may be added to the list by the procedure described in this policy.

The Director of Public Works may recommend, and the City Manager may approve, funding for, and construction of, public I&I projects if the combined total expenditure for the entire project is under \$20,000. Such projects may be constructed by City staff or contracted to local underground contractors. All other projects with a total expenditure of \$20,000 or more must be approved by the City Council before implementation. For projects requiring City Council approval, staff will provide a recommendation regarding project approval, funding, and scheduling. Projects may be approved by appropriating funds during the annual budget process or by the City Council at other times throughout the year. Any and all I&I projects will adhere to the City's Purchasing Policies and Procedures (Administrative Directive 3-5).



The City Council will be provided with the current project list on an annual basis at their November capital budget meeting. The City Council will ultimately decide which capital projects (I&I and non-I&I) are considered priority for the upcoming fiscal year.

### **C. Private Property I&I Procedures**

The Public Works Department will maintain a list of identified and known private I&I issues. The list will be developed based upon data obtained from smoke testing studies. Mailed notification will be sent to the property owner of their identified I&I issue. The notification will encourage the repair to be completed and explain why making the repair is important.

1. The Public Works Department recommends that property owners contact the Department to schedule an onsite meeting to review their identified issue or issues in-person with a City staff person. Contact information details will be provided via the mailed notice.
2. The Public Works Department recommends that private property owners obtain multiple quotes for their repair or repairs from licensed plumbers. The City will maintain a list of multiple licensed plumbers. Please note that the list is not a City recommendation of plumbers but instead a list of licensed plumbers who, the City believes, have experience completing I&I related repairs.

In addition to the above procedures, the City's Home Inspection Program, as established in the City Code, requires an inspection of properties prior to the issuance of a Transfer Stamp and the sale of a property. The purpose of the inspection is to determine whether or not cross connections exist between storm and sanitary sewers. If cross connections are identified by City inspectors, the cross connection must be eliminated before a change in ownership can occur. This program is a function of the Community Development Department.

## **V. I&I Management Program**

### **A. Public Education**

1. Provide I&I information on the City's website
2. Utilize the City's quarterly "Dialogue" publication



3. Provide a copy of this policy to local realtors for distribution when a property is listed for sale
4. Educate private property owners regarding their responsibility for the repair and maintenance of their private property service lines

**B. Annual Public Property Maintenance Performed by the City**

1. Sanitary sewer main cleaning
2. Sanitary and storm sewer lining and rehabilitation

**C. Public Project Improvements**

1. Smoke testing studies
2. I&I projects as recommended by the Public Works Director and approved by the City Council



THE CITY OF LAKE FOREST

ORDINANCE NO. 2020- \_\_\_\_

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE  
PROPERTY LOCATED AT 633 CIRCLE LANE

**WHEREAS**, Tim and Heather Richmond ("**Owners**") are the owners of that certain real property commonly known as 633 Circle Lane, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

**WHEREAS**, the Property is located in the R-3, Single Family Residence Zoning District; and

**WHEREAS**, the Property is a vacant, buildable lot; and

**WHEREAS**, the Owner desires to build a new residence, attached garage and make other site improvements including tree removal, grading and installing landscaping ("**Improvements**") as depicted on the site plan, architectural drawings and conceptual landscape plans 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 September 4, 2019 and continued on November 6, 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-3, Single Family Residence District under the City Code,
2. Owners propose to construct the Improvements as depicted on the plans,
3. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with the recommended conditions and the Plans, will meet the design standards and requirements of Section 150.147 of the City Code,

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

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

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

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

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

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

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



payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

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

**SECTION FOUR: Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if the Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 90 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit D and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein.

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2020.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2020.

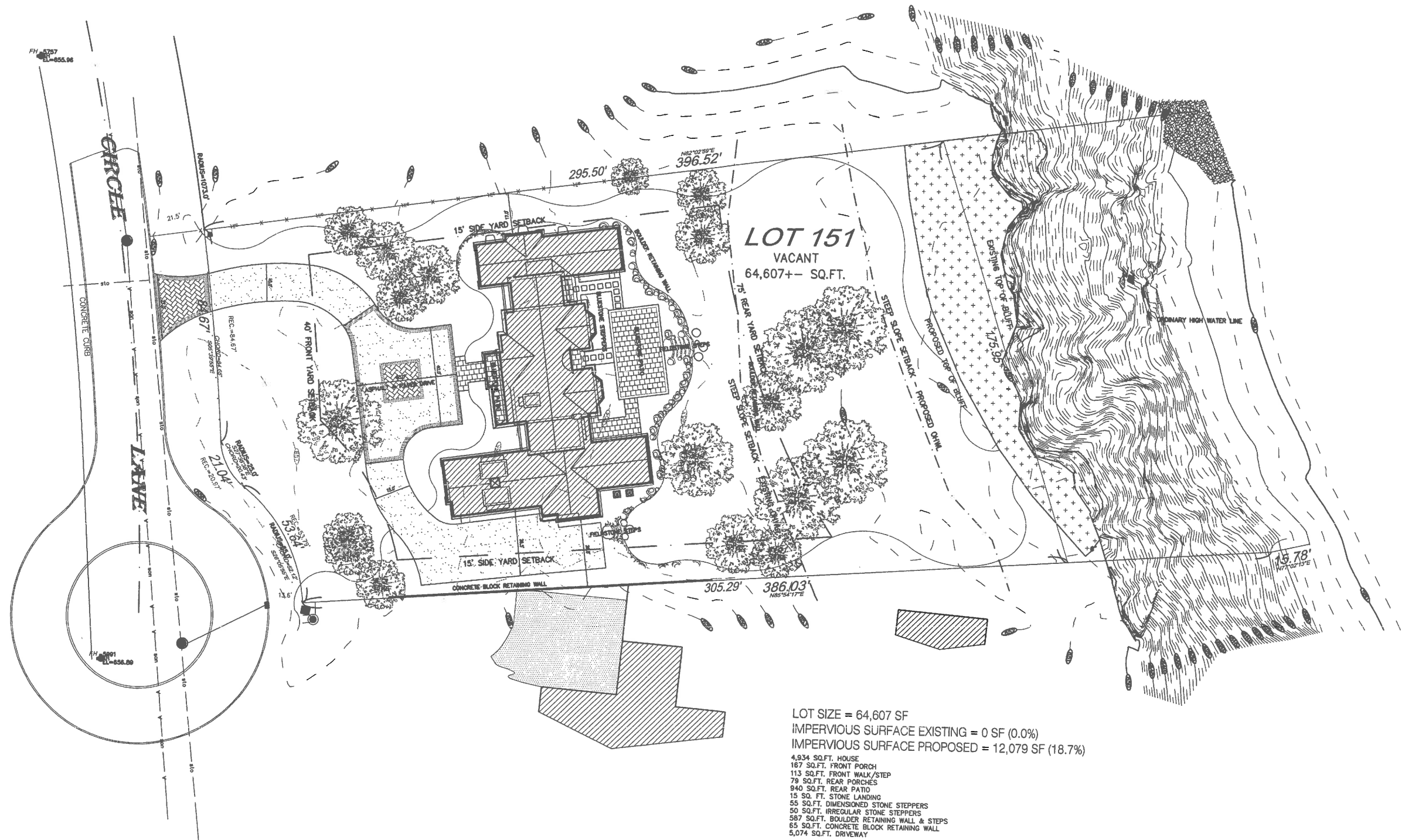
\_\_\_\_\_  
Mayor

ATTEST:

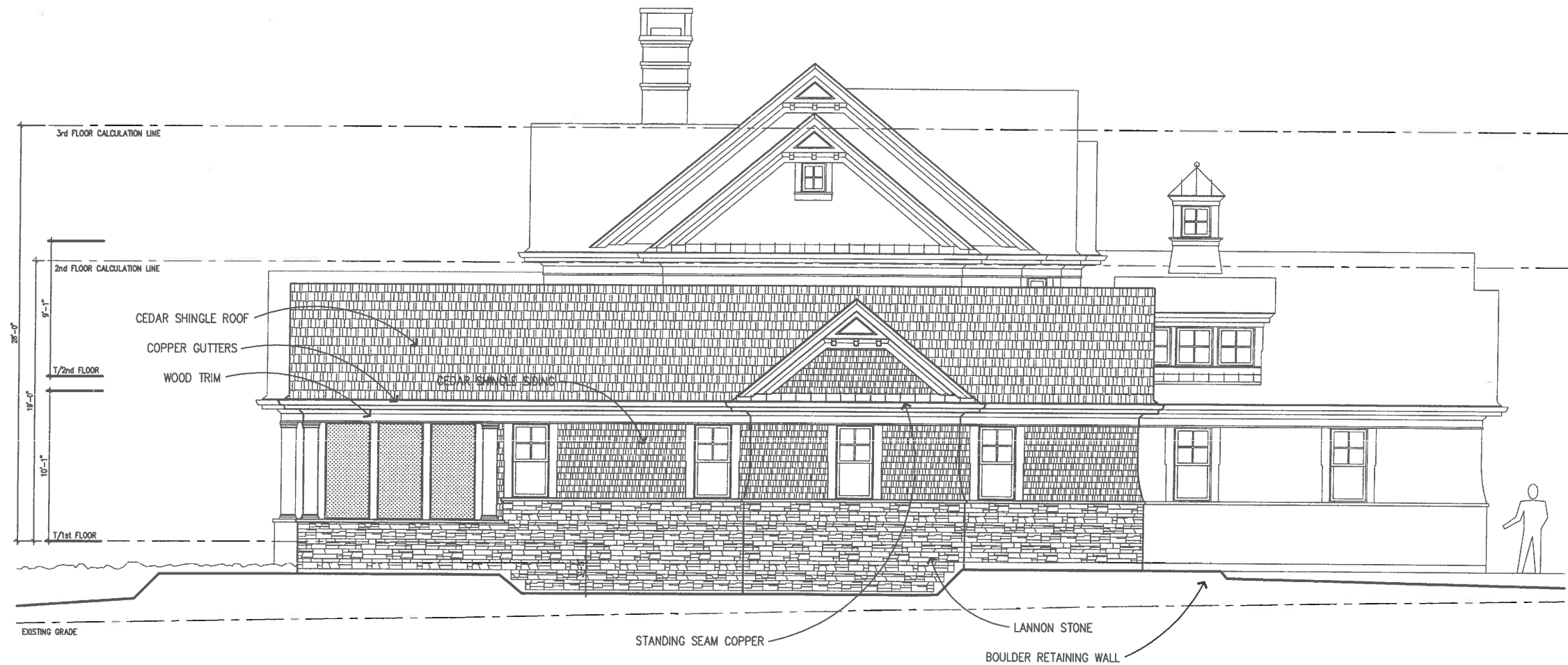
\_\_\_\_\_  
City Clerk

## PROPOSED SITE PLAN

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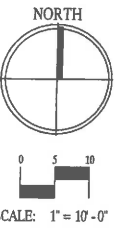








# PROPOSED LANDSCAPE PLAN



**RICHMOND RESIDENCE**  
LAKE FOREST, ILLINOIS  
633 CIRCLE LANE

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	9.23.19	GAW	LANDSCAPE

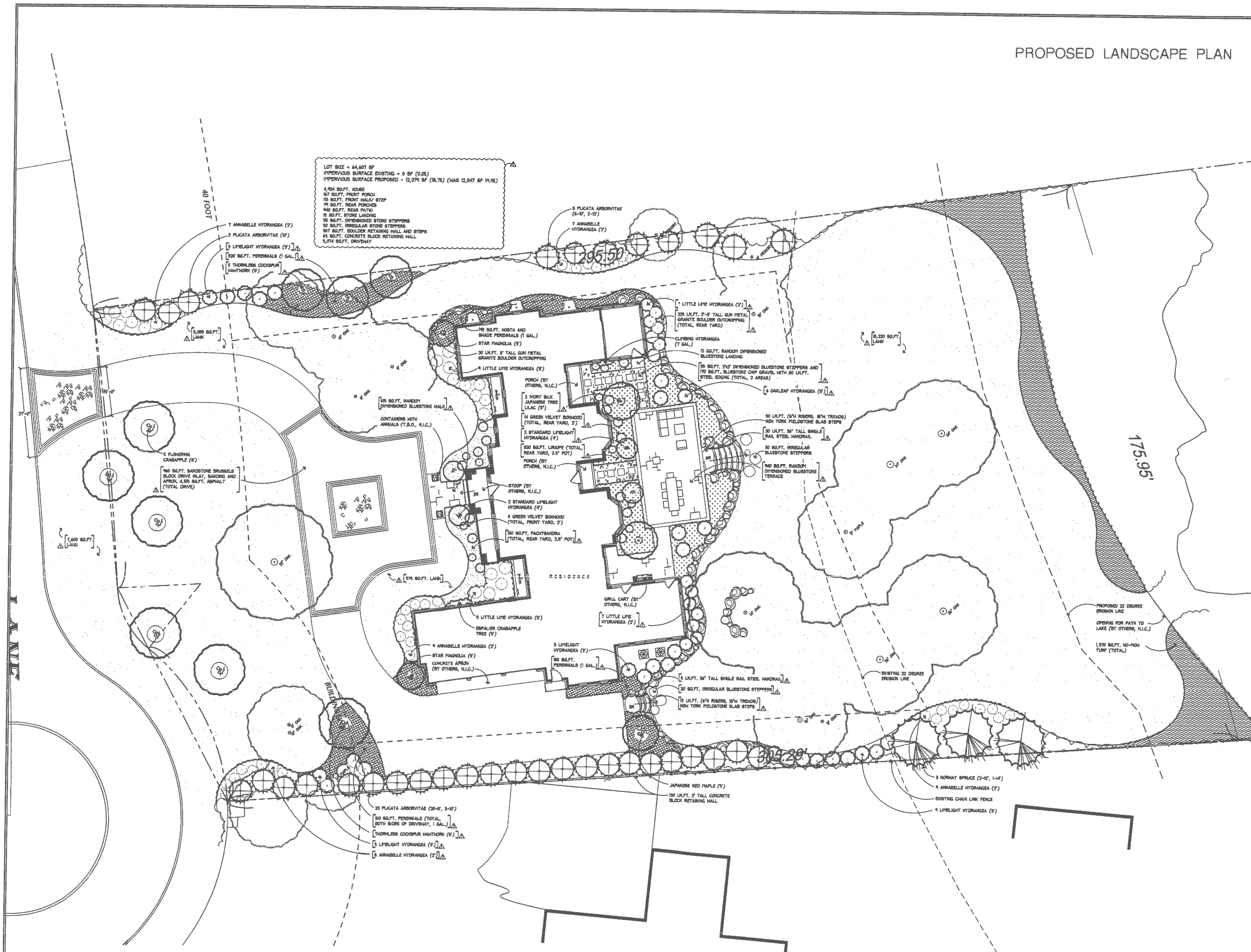
**SCOTT BYRON & CO. INC.**  
Landscape Architecture  
Contracting and Maintenance  
30088 North Skokie Highway  
Lake Bluff, Illinois 60044-1112  
847-689-0266  
FAX 847-689-0277

DATE: 8.2.19  
DESIGN: GAW  
DRAWN BY: GAW  
APPR'D: SLB  
CLIENT: RICHMOND

SHEET TITLE  
**LANDSCAPE PLAN**

SHEET NO.  
**L-03.1**

JOB NO.  
**19-131**









THE CITY OF LAKE FOREST

ORDINANCE NO. 2020-\_\_

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN  
REVIEW AND GRANTING A FLOOR AREA EXCEPTION FOR  
THE PROPERTY LOCATED AT 170 SAVANNA COURT

**WHEREAS**, Daniel Houlihan ("**Owner**") is the owner of that certain real property commonly known as 170 Savanna Court, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

**WHEREAS**, the Owner desires to construct a pergola in the rear yard, on a pool deck ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

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

**WHEREAS**, a portion of the Improvements as depicted on the Plans would exceed the maximum floor area allowances as set forth in Section 150.148 (C) of the City Code, which apply to new construction on, or additions and alterations to existing construction on, residential property; and

**WHEREAS**, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on January 7, 2020; 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-4 District under the City Code,
2. Owners propose to construct the Improvements as depicted on the Plans,
3. as depicted on the Plans, a portion of the Improvements exceed the maximum floor area allowances set forth in Section 150.148(C) of the City Code,
4. the Improvements are consistent with the design standards in Section 150.147 of the City Code,
5. mature trees and other vegetation on the Property, in combination with the additional plantings planned as part of the project, effectively mitigate the appearance of excessive mass of the structure and as a result, the proposed development of the Improvements as set forth on the Plans is in keeping with the streetscape and overall neighborhood,
6. the Improvements are sited in a manner that minimizes the appearance of mass from the streetscape and the property is adjacent to permanently preserved open space,
7. the proposed Improvements will not have a significant negative impact on the light to or views from neighboring homes,
7. the height and mass of the Improvements will generally be compatible with the height and mass of structures on adjacent lots, buildings on the street and on adjacent streets, and other residences and garages in the same subdivision,
8. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with this Ordinance, the recommended conditions, and the Plans,

will meet the standards and requirements of Sections 150.147 and 150.148 of the City Code,

and recommended that the City Council approve the Application and the Plans and grant an exception to the maximum allowable floor area consistent with the Plans, subject to the terms and conditions hereinafter set forth; and

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

**WHEREAS**, the Mayor and City Council further determine in the exercise of the City's home rule powers that it is in the best interests of the City and its residents to grant Owners' request for exceptions to the otherwise applicable maximum floor area requirements, 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 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: Maximum Floor Area Exception Granted.** Pursuant to Section 150.148 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 an exception to the maximum floor area requirements set forth in Section 150.148(D) of the City Code, as more fully depicted on the Plans, by allowing the Improvements and other structures on the Property to have a maximum square footage not to exceed 7,291 square feet.

**SECTION FOUR: Conditions on Approval.** The approval granted pursuant to Sections Two and Three of this Ordinance shall be, and are 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. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owners shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.
- F. Other conditions. The improvements shall be substantially in conformance with the Board's deliberations as reflected on Exhibit C, Notice of Action – Board Recommendation, attached hereto.

**SECTION 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 Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 60 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit D and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. 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 \_\_\_\_\_, 2020.

AYES: (   )

NAYS: (   )

ABSENT: (   )

ABSTAIN: (   )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2020.

---

Mayor

ATTEST:

---

City Clerk

The Plans

HOULIHAN  
RESIDENCE

19162

170 N SAVANNA CT  
LAKE FOREST, IL

THESE DRAWINGS ARE INSTRUMENTS OF PROFESSIONAL SERVICE. AS SUCH THEY MAY NOT BE USED OR REPRODUCED IN PART OR IN WHOLE BY ANYONE WITHOUT PRIOR WRITTEN PERMISSION FROM ARROW LAND+STRUCTURES. THESE DRAWINGS ARE AND SHALL REMAIN THE EXCLUSIVE PROPERTY OF ARROW LAND+STRUCTURES. ALL RIGHTS RESERVED. COPYRIGHT 2016.



340 S ATKINSON RD  
GRAYSLAKE, IL 60030

OVERALL SITE PLAN

ISSUED FOR REVIEW

REVISIONS	
ISSUED	10/24/19
REV 1	11/27/19
REV 2	12/11/19

DATE: 12/11/19  
DRAWN BY: MIR

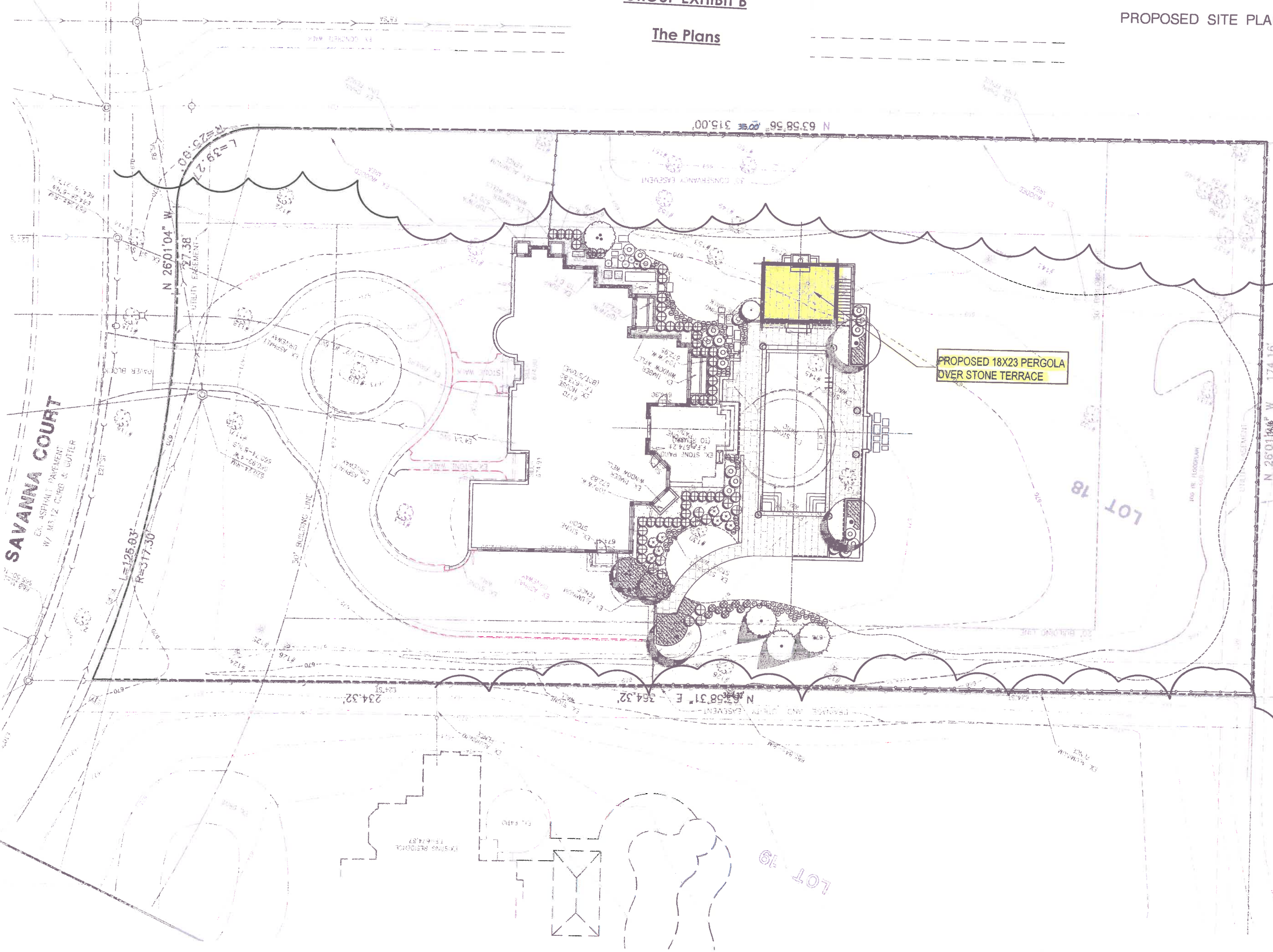
DESIGN AND  
CRAFTSMANSHIP OF INSPIRING  
ARCHITECTURAL ENVIRONMENTS

- SITE ARCHITECTURE
- CONSTRUCTION
- MAINTENANCE

P 841.634.3545 F 841.821.8461  
WWW.THEARROWSHOP.COM

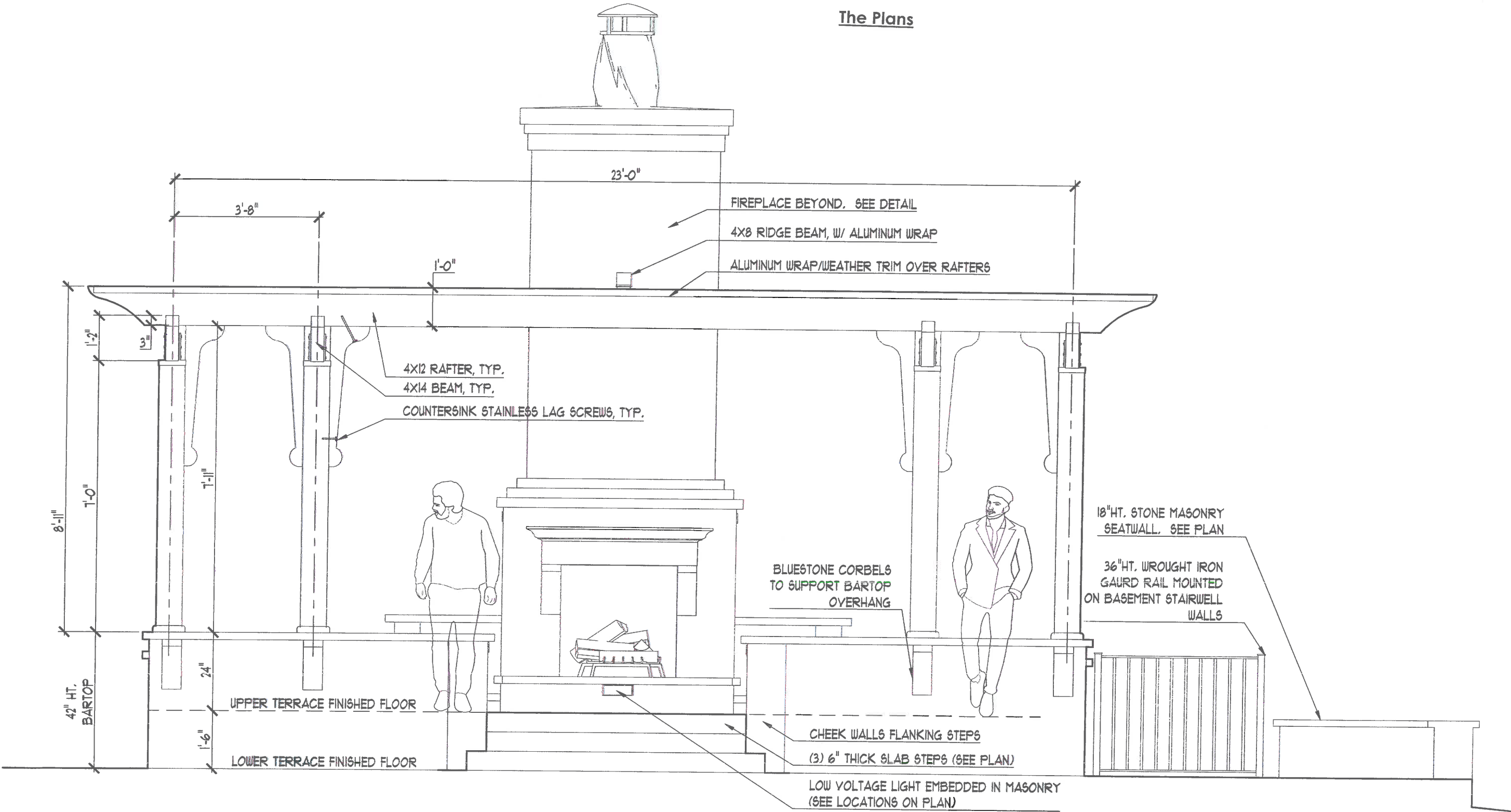


L-097





The Plans





**The Plans**

2'-0"

4'-8"

18'-0"

1'-9 5/8"

1'-9 5/8"

3" RIDGE NOTCH

3" RAFTER NOTCH

1'-0"

17'-6"

12'-1"

1'-6"

1'-6"

1'-10 3/4"

LAWN GRADE

UPPER TERRACE FINISHED FLOOR

ADJACENT FINISHED GRADE FLUSH WITH POOL DECK FLOOR = 672.4

POOL DECK FLOOR

LOWEST POINT ADJACENT TO TERRACE = 672.00

ALUMINUM WRAP ON ALL EXPOSED UPPER SURFACES

4X8 RIDGE BEAM, NOTCH 3" TO SET DOWN INTO RAFTERS

PREFINISHED ALUMINUM TRIM (BROWN COLOR TO MATCH HOUSE GUTTERS) WRAPPED OVER AND BETWEEN RAFTERS, OVER 3/4" BEADED PLYWOOD SECURED BETWEEN RAFTERS

2X2 FRAME SCREWED BETWEEN RAFTERS TO CREATE SUPPORT FOR BEADED PLYWOOD

4X12 RAFTERS

4X14 BEAM

CUSTOM STEEL POST TO BEAM BRACKET

ALUMINUM CAP ON EXPOSED POST TOPS

CUSTOM PROFILE CUT CORBEL SUPPORT

8X8 SOLID CEDAR POST

CUSTOM POST TO BASE BRACKET

BLUESTONE COUNTERTOP / BARTOP

**NOTES:**

- 1) ALL WOOD TO BE STAINED GRAY TO MATCH HOUSE TRIM COLOR
- 2) ALL ALUMINUM TRIM WRAP ON RAFTERS TO BE PREFINISHED, DARK BROWN COLOR TO MATCH HOUSE GUTTERS/FLASHING
- 3) PERGOLA PENDING - TO BE SUBMITTED TO BUILDING REVIEW BOARD

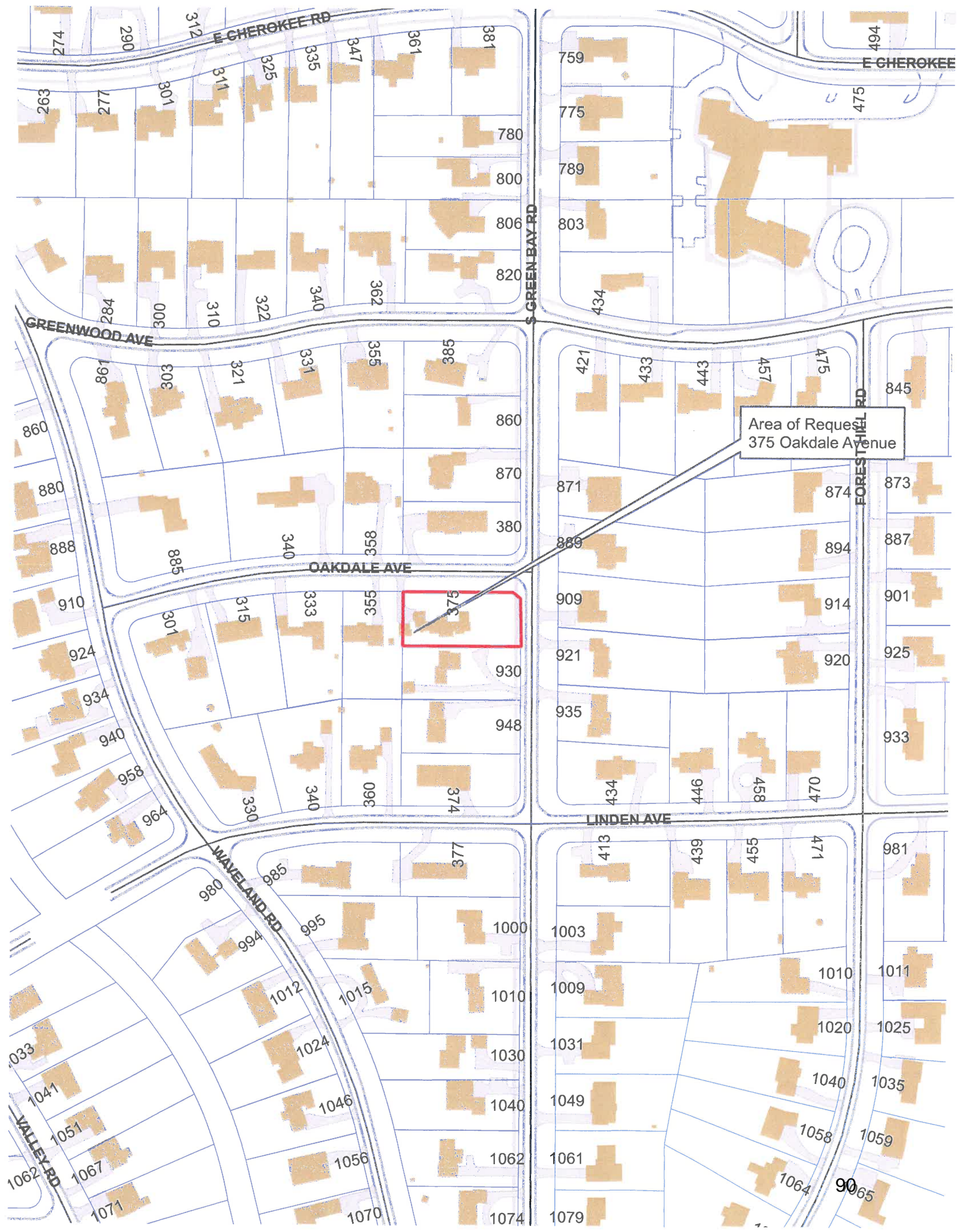
15

SCALE: NTS

DECEMBER 18, 2019



**HOULIHAN RESIDENCE**  
BUILDING REVIEW BOARD MATERIALS  
170 N SAVANNA CT. LAKE FOREST, IL 60045  
ARROW • 340 S ATKINSON RD GRAYSLAKE, IL 60030



THE CITY OF LAKE FOREST

ORDINANCE NO. 2020-\_\_\_

AN ORDINANCE GRANTING VARIANCES FROM THE SIDE AND REAR YARD SETBACK REQUIREMENTS FOR PROPERTY LOCATED AT 375 OAKDALE AVENUE

**WHEREAS**, Patrick and Natalie Reinkemeyer ("**Owners**") are the owners of that certain real property commonly known as 375 Oakdale Avenue, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

**WHEREAS**, the Owners desire to construct improvements, including an addition connecting the detached garage to the residence ("**Improvements**") as depicted on the site plans attached hereto as Group Exhibit B ("**Plans**"); and

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

**WHEREAS**, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on December 3, 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 variances will not alter the essential character of the subject property, the surrounding area or the larger neighborhood in which the property is located. The single story addition, connecting the garage to the house, will have limited visibility from off of the site.
2. The conditions upon which the variances are requested are generally unique to this property and are not generally applicable to other properties in the same zoning district in other areas of the community. The long, narrow configuration of the property, in conjunction with the original siting of the house, is generally unique to the property.
3. The hardship in conforming to the required setbacks result from the unique conditions affecting this property, the narrowing configuration of the lot and the encroachment of existing house into the setbacks because of its construction prior to the current setbacks. The hardships result from changes to the zoning regulations over time and were not the result of actions by the current or past property owners.

4. The variances will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or substantially diminish property values. Some landscaping and fencing exists to screen the proposed addition from the property to the south.

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

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

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

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

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

**SECTION THREE: Zoning Setback Variances Granted.** Based on the findings presented above, the City Council does hereby grant approval of the requested variances to allow the proposed mudroom addition to be located no closer than 11.5 feet to the south property line and the existing garage to be located no closer than 9.5 feet from the south property line and no closer than 8.5 feet from the west property line, consistent with the site plan.

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

- A. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and



other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

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

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

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

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2020.

AYES: (    )

NAYS: (    )

ABSENT: (    )

ABSTAIN: (    )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
Mayor

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

GROUP EXHIBIT B

The Plans

ZONING INFORMATION

R-2  
MIN. LOT SIZE = 20,000 SF  
MIN. LOT WIDTH (@ FRONT SETBACK FOR MIN. 45'-0" DEPTH) = 100'-0"  
ACTUAL LOT SIZE (PLAT OF SURVEY) = 19,873 SF  
ACTUAL LOT WIDTH = 95'-0"  
FRONT YARD SETBACK = 40'-0"  
INTERIOR SIDE YARD SETBACK = 12'-0"  
CORNER SIDE YARD = 40'-0"  
REAR YARD SETBACK = 35'-0"  
MAX HEIGHT OF PRINCIPLE BUILDING = 35'-0"  
INTERIOR SIDE YARD ACCESSORY = 10'-0"  
REAR YARD SETBACK ACCESSORY (ENTIRE STRUCTURE IN REAR 25%) = 10'-0"  
MAX HEIGHT OF ACCESSORY STRUCTURE = 25'-0"  
MAX FT² ALLOWANCE (LOT AREA X .05) + 3,000 FT² = 3,993.65 SF  
ACTUAL SF (SEE BULK SCALE CALC) = 3,322.09 SF  
GARAGE ALLOWANCE = 600 SF (MAX WIDTH N/A)  
EXISTING GARAGE SIZE = 441 SF  
NEW MUDROOM ADDITION = 266 SF  
ADDITION SF + ACTUAL SF (266.00 SF + 3,322.09 SF) = 3,588.09 SF  
405.56 SF or 10.2% UNDER BULK

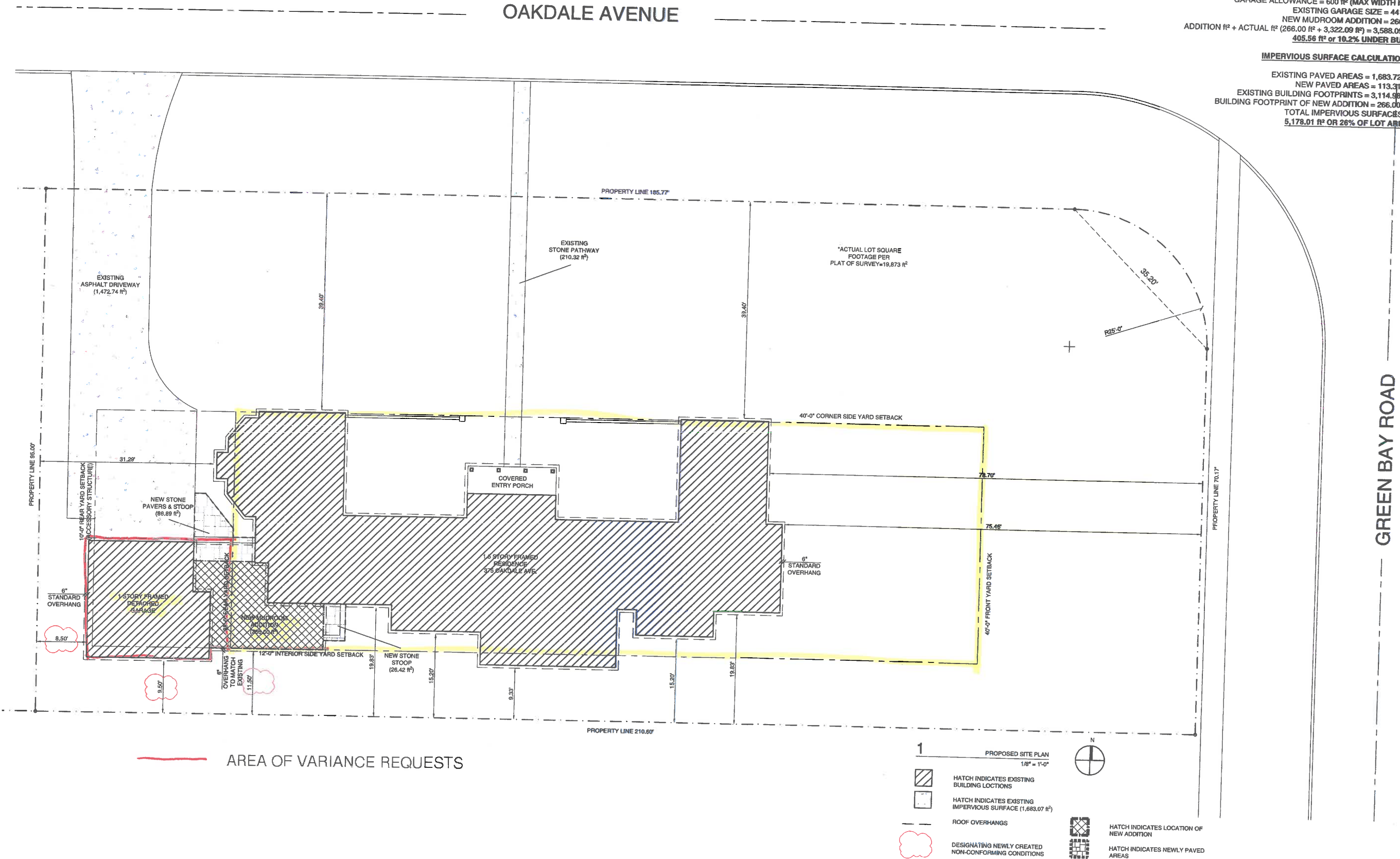
IMPERVIOUS SURFACE CALCULATIONS

EXISTING PAVED AREAS = 1,683.72 SF  
NEW PAVED AREAS = 113.31 SF  
EXISTING BUILDING FOOTPRINTS = 3,114.98 SF  
BUILDING FOOTPRINT OF NEW ADDITION = 266.00 SF  
TOTAL IMPERVIOUS SURFACES = 5,178.01 SF OR 26% OF LOT AREA

MAS

MIDWEST  
ARCHITECTURE  
STUDIO

209 MARKET SQUARE SUITE A  
LAKE FOREST, IL 60045  
T 847 644 8899  
F 847 644 8898  
WWW.MASARCH.COM



AREA OF VARIANCE REQUESTS

ARCHITECTURAL PLANS  
SITE PLAN & ZONING ANALYSIS  
SCALE: AS NOTED  
11/1/19  
DRAWN BY: SB

REINHOLTER RESIDENCE  
375 OAKDALE AVENUE  
LAKE FOREST, IL 60045

MIDWEST  
ARCHITECTURE  
STUDIO  
289 MARKET SQUARE SUITE A  
LAKE FOREST, IL 60045  
T 847.684.8898  
F 847.684.8899  
WWW.MASSTUDIO.COM

The Plans



1 PROPOSED ELEVATIONS  
NORTH  
1/4" = 1'-0"

DENOTES CHANGES TO EXISTING  
ELEVATIONS DUE TO MUDROOM  
ADDITION

MAX ROOF RIDGE LINE  
24'-0"

FINISHED CEILING  
SECOND FLOOR  
15'-4"

7'-0"

24'-0"

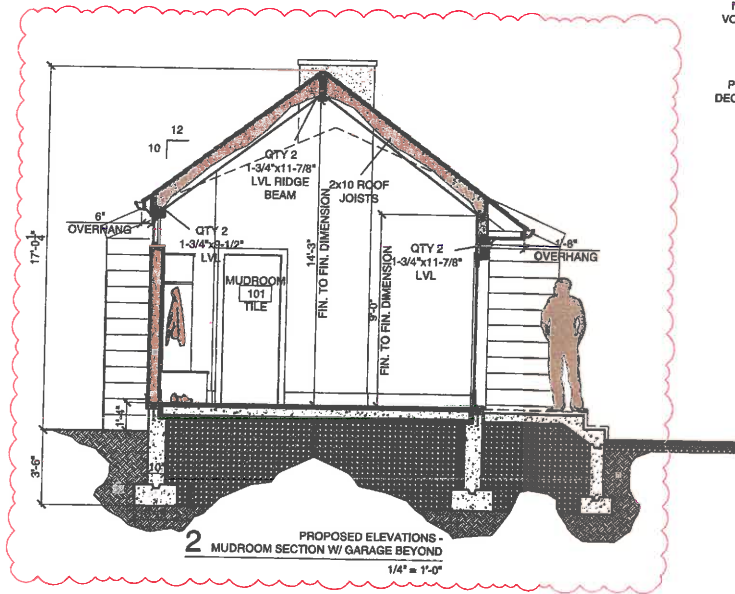
FINISHED FLOOR  
SECOND FLOOR  
11'-4"

FINISHED CEILING  
FIRST FLOOR  
10'-4"

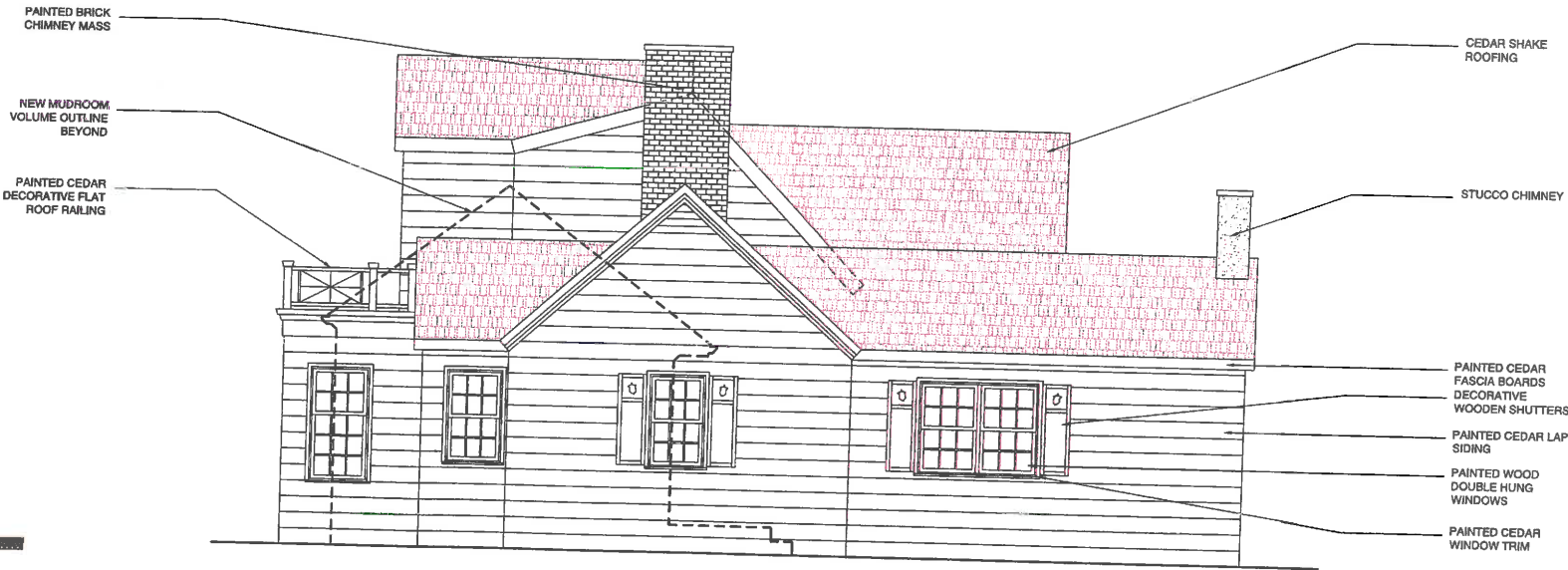
9'-0"

FINISHED FLOOR  
FIRST FLOOR  
1'-4"

AVERAGE GRADE  
0'-0"



2 PROPOSED ELEVATIONS -  
MUDROOM SECTION W/ GARAGE BEYOND  
1/4" = 1'-0"



3 PROPOSED ELEVATIONS -  
EAST  
1/4" = 1'-0"

ARCHITECTURAL PLANS  
PROPOSED ELEVATIONS  
SCALE: 1/4" = 1'-0"  
11/1/19  
DRAWN BY: BB

RENNKEEYER RESIDENCE  
373 OAKDALE AVENUE  
LAKE FOREST, IL 60046



The Plans

MAS

ARCHITECTURE  
5/1/2020

CONTRACT NO. 19-001-001  
1. 19-001-001-001  
2. 19-001-001-002  
3. 19-001-001-003  
4. 19-001-001-004



1 EXISTING ELEVATIONS - SOUTH  
1/4" = 1'-0"

DENOTES CHANGES TO EXISTING ELEVATIONS DUE TO MUDROOM ADDITION

MAX ROOF RIDGE LINE  
24'-0"

FINISHED CEILING  
SECOND FLOOR  
18'-4"

7'-0"

24'-0"

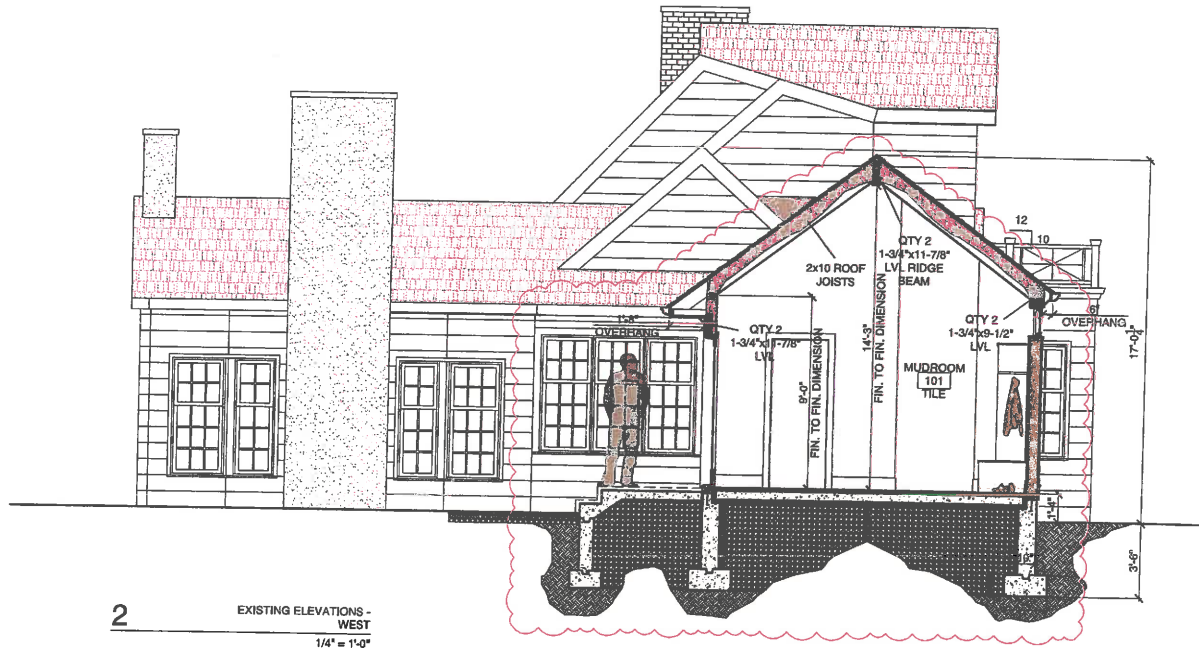
FINISHED FLOOR  
SECOND FLOOR  
11'-4"

FINISHED CEILING  
FIRST FLOOR  
10'-4"

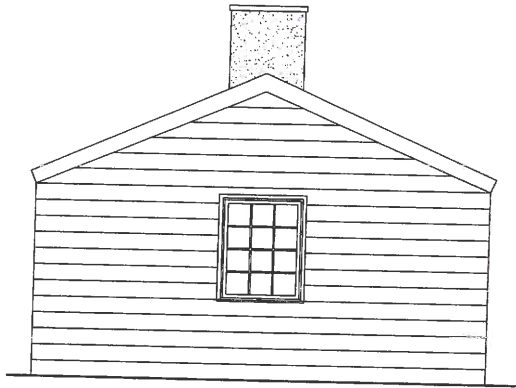
8'-0"

FINISHED FLOOR  
FIRST FLOOR  
1'-4"

AVERAGE GRADE  
0'-0"



2 EXISTING ELEVATIONS - WEST  
1/4" = 1'-0"



3 EXISTING ELEVATIONS - GARAGE WEST  
1/4" = 1'-0"

ARCHITECTURAL PLANS  
PROPOSED ELEVATIONS  
SCALE: 1/4" = 1'-0"  
1/1/2020  
DRAWN BY: SB

19-001-001-001  
19-001-001-002  
19-001-001-003  
19-001-001-004

§ 110.140 ADOPTION; PURPOSE.

(A) This subchapter is adopted pursuant to the provisions of the Raffles and Poker Runs Act III- Rev. Stat. Ch. 85, §§ 2301-230 ILCS 15/0.01 et seq (the “Act”).

(B) The purpose of this subchapter is to license and regulate raffles ~~conducted where winning chances are determined~~ within the city and it shall be strictly construed for all purposes to ~~relate permit~~ only ~~to raffles for persons, firms, corporations and~~ conducted by organizations located within the city.

§ 110.141 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BUSINESS. A voluntary organization composed of individuals and businesses who have joined together to advance the commercial, financial, industrial and civic interests of a community

CHARITABLE. An organization or institution organized and operated within the city to benefit an indefinite number of ~~the public~~ people within the city. The service rendered to those eligible for benefits must also confer some benefit on the public of the city.

EDUCATIONAL. An organization or institution organized and operated within the city to provide systematic instruction in useful branches of learning by methods common to schools and institutions of learning which compare favorably in their scope and intensity with the course of study presented in tax supported schools.

FRATERNAL. An organization of persons located within the city having a common interest, the primary interest of which is to both promote the welfare of its members and to provide assistance to the general public in such a way as to lessen the burdens of government by caring for those that otherwise would be cared for by the government.

LABOR. An organization located within the city composed of workers organized with the objective of betterment of the conditions of those engaged in such pursuit and the development of a higher degree of efficiency in their respective occupations.

LAW ENFORCEMENT AGENCY. An agency of the state or a unit of local government in the state that is vested by law or ordinance with the duty to maintain public order and to enforce criminal laws or ordinances.

NET PROCEEDS. The gross receipts from the conduct of raffles, less reasonable sums ~~expected~~ expended for prizes, local license fees and other ~~reasonable~~ operating expenses incurred as a result of operating a raffle.

NON-PROFIT. An organization or institution organized, conducted and located within the city on a not-for-profit basis with no personal profit inuring to anyone as a result of its operation.

RAFFLE. A form of lottery defined in ~~Ill. Rev. Stat. Ch. 38, § 28-2(b)~~, the Act in which the player pays or agrees to pay something of value for a chance represented and differentiated by a number or a combination of numbers or by some other medium, one or more of which chances is to be designated the winning chance and in which the winning chance is to be determined through a drawing or some other method based on an element of chance by an act or set of acts on the part of persons conducting or connected with the lottery; except that, the winning chance shall not be determined by the outcome of a sporting contest.

RELIGIOUS. Any church, congregation, society or organization founded for the purpose of religious worship and located within the city.

VETERANS. An organization or association located within the city comprised of members of which substantially all are individuals who are veterans or spouses, widows or widowers of veterans, the primary purpose of which is to promote the welfare of its members and to provide assistance to the general public in such a way as to confer a public benefit.

#### § 110.142 LICENSE REQUIRED.

No organization shall conduct a raffle within the city without first having obtained a license therefor pursuant to the provisions of this subchapter.

#### § 110.143 APPLICATION.

Applications for a license to conduct a raffle shall be made to the City Clerk upon forms provided by him or her.

#### § 110.144 INFORMATION REQUIRED ON APPLICATION.

All applications for a license to conduct a raffle under the terms of this subchapter shall contain at least the following information together with such additional information as may be determined by the Clerk for the purpose of complying with this subchapter:

- (A) The area within the city in which raffle chances will be sold or issued;
- (B) The length of time during which raffle chances will be sold or issued;
- (C) The time of determination of winning chances and the location or locations at which winning chances will be determined, which location or locations must be within the city; and
- (D) The application must contain a sworn statement attesting to the not-for-profit character of the prospective licensed organization signed by the presiding officer and the secretary of that organization.

#### § 110.145 NUMBER OF RAFFLES LIMITED.

Any license issued under this subchapter authorizes the licensee to conduct only one raffle, or to conduct a specific number of raffles, for a period not to exceed one year.

#### § 110.146 ELIGIBILITY REQUIREMENTS.

The following are ineligible for any license under this subchapter:

- (A) Any person who has been convicted of a felony that will impair the person's ability to engage in the licensed position;
- (B) Any person who is or has been a professional gambler or a professional gambling promoter;
- (C) Any person who is not of good moral character;
- (D) Any ~~firm or corporation~~ organization in which a person defined in divisions (A), (B) or (C) above has a proprietary, equitable or credit interest or in which such a person is active or employed;
- (E) Any organization in which a person defined in divisions (A), (B) or (C) above is an officer, director or employee, whether compensated or not;
- (F) Any organization in which a person defined in divisions (A), (B) or (C) above is to participate in the management or operation of a raffle as defined in this subchapter; and/or
- (G) Any ~~person, firm, corporation or~~ organization ~~who that~~ is not ~~a resident of or~~ located within the city.

#### § 110.147 ORGANIZATION ELIGIBLE FOR LICENSE.

Licenses under this subchapter shall be issued only to bona fide religious, charitable, labor, fraternal, educational, business, or veterans, or other not-for-profit organizations located in the city that operate without profit to their members and:

- (A) ~~which That~~ have been in existence continually within the city for a period of five years immediately before making application for a license and which have ~~had~~, during that entire five-year period been, a bona fide membership engaged in carrying out their objects;
- (B) Are a not-for-profit fundraising organization that the city determines is organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident or, disaster; or
- (C) Is a law enforcement agency or statewide association that represents law enforcement officials.

The City may waive the 5-year requirement under subsection (A) if the organization is a local organization that is affiliated with and chartered by a national or State organization that meets the 5-year requirement.

#### § 110.148 LOCATION LIMITATIONS.

An organization ~~No raffle~~ licensed under this subchapter ~~shall be conducted outside of the city~~ may sell chances throughout the State.

#### § 110.149 RULES GOVERNING RAFFLES.

All raffles licensed under the provisions of this subchapter shall comply with the following.

- (A) If all or a portion of the prize is cash, the maximum amount of cash award in a single raffle shall not exceed \$20,000.
- (B) The maximum price which may be charged for each raffle chance issued or sold shall not exceed \$150.
- (C) The maximum number of days during which chances may be issued or sold shall not exceed 180 days.
- (D) The entire net proceeds of any raffle must be exclusively devoted to the lawful purposes of the organization permitted to conduct the raffle.
- (E) No person, except the bona fide member, director, officer, employee, or member of the sponsoring organization, may manage or participate in the management ~~or operation~~ of the raffle.
- (F) No person may receive any remuneration or profit for managing or participating in the management ~~or operation~~ of the raffle.
- (G) A licensee may rent a premises on which to determine the winning chance or chances in a raffle provided that the rent is not determined as a percentage of receipts or profits from the raffle only from an organization which is also licensed under this subchapter and such premises must be within the city.
- (H) Winning chances must be determined only at ~~a the~~ location or locations within the city specified on the license.
- (I) No person under the age of 18 years may participate in the conducting of raffles or chances. A person under the age of 18 years may be within the area where winning chances are being determined only when accompanied by his or her parent or guardian.
- (J) The ~~operation and conduct~~ management, operation, and conduct of ~~all~~ raffles shall be under the supervision of one raffles manager designated by ~~his or her~~ the organization. The manager shall give a fidelity bond in the sum of not less than an amount equal to a 200% of the aggregate retail value of all prizes in favor of the organization conditioned upon his or her honesty in the performance of his or her duties. The bond shall provide that notice shall be given in writing to the city not less than 30 prior to its cancellation. The city council may waive this bond requirement by including a waiver provision in the license issued to an organization under this subchapter, provided that a license containing such waiver provision will be granted only by the affirmative vote of the requisite number of members of the licensed organization or, if the licensed organization does not have members, of members of the governing board of the organization, to constitute an affirmative action of the licensed organization.
- (K) Each organization licensed hereunder shall keep records of its gross receipts, expenses and net proceeds for each single gathering or occasion at which winning chances are determined. All deductions from gross receipts for each single gathering or occasion shall be documented with receipts or other records indicating the amount, a description of the purchased item or service or other reason for the deduction and the recipient. The



- distribution of net proceeds shall be itemized as to payee, purpose, amount and date of payment. Gross receipts from the operation of raffles shall be segregated from other revenues of the organization of every kind and nature and placed in a separate account. Each organization shall have separate records of its raffles and the person who accounts for gross receipts, expenses and net proceeds from the operation of raffles shall not be the same person who accounts for other revenues of the organization.
- (L) Each organization licensed to conduct raffles under the terms of this subchapter shall report promptly after the conclusion of each raffle to its membership or, if the organization does not have members, to its governing board, and to the city its gross receipts, expenses and net proceeds from raffles and the distribution of net proceeds, itemized as required in this subchapter.
  - (M) All records required by the subchapter shall be preserved for three years and shall be open for public inspection at reasonable times and places.
  - (N) Sponsoring organizations may contract with third parties who, acting at the direction of and under the supervision of the sponsoring organization, provide bona fide services to the sponsoring organization in connection with the operation of a raffle and may pay reasonable compensation for such services. Such services include the following: (a) advertising, marketing and promotion, (b) legal, (c) procurement of goods, prizes, wares and merchandise for the purpose of operating the raffle, (d) rent, if the premises upon which the raffle will be held is rented, (e) accounting, auditing and bookkeeping, (f) website hosting, (g) mailing and delivery, (h) banking and payment processing, and (i) other services relating to the operation of the raffle.

#### § 110.150 LICENSE FEE.

Licenses issued pursuant to this subchapter shall be valid for one raffle only, or to conduct a specific number of raffles, for a period not to exceed one year and may be suspended or revoked for any violation of this subchapter. The license fee shall be as set out in the fee schedule.

#### § 110.151 GAMBLING PROHIBITION.

Nothing in this subchapter shall be construed to authorize the conduct or operation of any gambling scheme, enterprise, activity or device other than raffles as provided for in this subchapter.

**THE CITY OF LAKE FOREST**

**ORDINANCE NO. 2020-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 110  
OF THE LAKE FOREST CITY CODE  
REGARDING THE LICENSING OF RAFFLES**

Adopted by the City Council  
of the City of Lake Forest  
this \_\_\_\_ day of \_\_\_\_\_ 2020

Published in pamphlet form by direction  
and authority of The City of Lake Forest  
Lake County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_ 2020

THE CITY OF LAKE FOREST

ORDINANCE NO. 2020 - \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 110  
OF THE LAKE FOREST CITY CODE  
REGARDING THE LICENSING OF RAFFLES

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

**WHEREAS**, The City of Lake Forest has enacted certain regulations regarding the licensing of raffles; and

**WHEREAS**, recently the Illinois General Assembly substantially amended the state's Raffles and Poker Runs Act, 230 ILCS 15/0.01 *et seq.*, to, among other things, provide not-for-profit organizations the opportunity to sell chances statewide, contract with other entities for the provision of raffles services, and allow their employees to manage raffles; and

**WHEREAS**, The City of Lake Forest desires to amend its raffles licensing ordinance to incorporate some of the Assembly's recent amendments to provide similar flexibility for organizations conducting raffles in the City and to simplify the licensing process while maintaining restrictions on licensing to only not-for-profit organizations located in the City and

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

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

**SECTION TWO: Amendment.** Sections 110.140 through 110.151 entitled "Raffles" of the Lake Forest City Code are deleted in their entirety and replaced as follows:

**"§ 110.140 ADOPTION; PURPOSE.**

(A) This subchapter is adopted pursuant to the provisions of the Raffles and Poker Runs Act 230 ILCS 15/0.01 *et seq* (the "Act").



(B) The purpose of this subchapter is to license and regulate raffles where winning chances are determined within the city and it shall be strictly construed for all purposes to permit only raffles conducted by organizations located within the city.

#### **§ 110.141 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**BUSINESS.** A voluntary organization composed of individuals and businesses who have joined together to advance the commercial, financial, industrial and civic interests of a community

**CHARITABLE.** An organization or institution organized and operated within the city to benefit an indefinite number of the public. The service rendered to those eligible for benefits must also confer some benefit on the public of the city.

**EDUCATIONAL.** An organization or institution organized and operated within the city to provide systematic instruction in useful branches of learning by methods common to schools and institutions of learning which compare favorably in their scope and intensity with the course of study presented in tax supported schools.

**FRATERNAL.** An organization of persons located within the city having a common interest, the primary interest of which is to both promote the welfare of its members and to provide assistance to the general public in such a way as to lessen the burdens of government by caring for those that otherwise would be cared for by the government.

**LABOR.** An organization located within the city composed of workers organized with the objective of betterment of the conditions of those engaged in such pursuit and the development of a higher degree of efficiency in their respective occupations.

**LAW ENFORCEMENT AGENCY.** An agency of the state or a unit of local government in the state that is vested by law or ordinance with the duty to maintain public order and to enforce criminal laws or ordinances.

**NET PROCEEDS.** The gross receipts from the conduct of raffles, less reasonable sums expended for prizes, local license fees and other operating expenses incurred as a result of operating a raffle.

**NON-PROFIT.** An organization or institution organized, conducted and located within the city on a not-for-profit basis with no personal profit inuring to anyone as a result of its operation.

**RAFFLE.** A form of lottery defined in the Act in which the player pays or agrees to pay something of value for a chance represented and differentiated by a number or a combination of numbers or by some other medium, one or more of which chances is to be designated the winning chance and in which the winning chance is to be determined through a drawing or some other method based on

an element of chance by an act or set of acts on the part of persons conducting or connected with the lottery; except that, the winning chance shall not be determined by the outcome of a sporting contest.

RELIGIOUS. Any church, congregation, society or organization founded for the purpose of religious worship and located within the city.

VETERANS. An organization or association located within the city comprised of members of which substantially all are individuals who are veterans or spouses, widows or widowers of veterans, the primary purpose of which is to promote the welfare of its members and to provide assistance to the general public in such a way as to confer a public benefit.

#### **§ 110.142 LICENSE REQUIRED.**

No organization shall conduct a raffle within the city without first having obtained a license therefor pursuant to the provisions of this subchapter.

#### **§ 110.143 APPLICATION.**

Applications for a license to conduct a raffle shall be made to the City Clerk upon forms provided by him or her.

#### **§ 110.144 INFORMATION REQUIRED ON APPLICATION.**

All applications for a license to conduct a raffle under the terms of this subchapter shall contain at least the following information together with such additional information as may be determined by the Clerk for the purpose of complying with this subchapter:

- (A) The area within the city in which raffle chances will be sold or issued;
- (B) The length of time during which raffle chances will be sold or issued;
- (C) The time of determination of winning chances and the location or locations at which winning chances will be determined, which location or locations must be within the city; and
- (D) The application must contain a sworn statement attesting to the not-for-profit character of the prospective licensed organization signed by the presiding officer and the secretary of that organization.

#### **§ 110.145 NUMBER OF RAFFLES LIMITED.**

Any license issued under this subchapter authorizes the licensee to conduct only one raffle, or to conduct a specific number of raffles, for a period not to exceed one year.

#### **§ 110.146 ELIGIBILITY REQUIREMENTS.**

The following are ineligible for any license under this subchapter:

- (A) Any person who has been convicted of a felony that will impair the person's ability to engage in the licensed position;
- (B) Any person who is or has been a professional gambler or a professional gambling promoter;
- (C) Any person who is not of good moral character;
- (D) Any organization in which a person defined in divisions (A), (B) or (C) above has a proprietary, equitable or credit interest or in which such a person is active or employed;
- (E) Any organization in which a person defined in divisions (A), (B) or (C) above is an officer, director or employee, whether compensated or not;
- (F) Any organization in which a person defined in divisions (A), (B) or (C) above is to participate in the management or operation of a raffle as defined in this subchapter; and/or
- (G) Any organization that is not located within the city.

#### **§ 110.147 ORGANIZATION ELIGIBLE FOR LICENSE.**

Licenses under this subchapter shall be issued only to bona fide religious, charitable, labor, fraternal, educational, business, veterans, or other not-for-profit organizations located in the city that operate without profit to their members and:

- (A) That have been in existence continually within the city for a period of five years immediately before making application for a license and which have during that entire five-year period been engaged in carrying out their objects;
- (B) Are a not-for-profit fundraising organization that the city determines is organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident or, disaster; or
- (C) Is a law enforcement agency or statewide association that represents law enforcement officials.

The City may waive the 5-year requirement under subsection (A) if the organization is a local organization that is affiliated with and chartered by a national or State organization that meets the 5-year requirement.

#### **§ 110.148 LOCATION LIMITATIONS.**

An organization licensed under this subchapter may sell chances throughout the State.

#### **§ 110.149 RULES GOVERNING RAFFLES.**

All raffles licensed under the provisions of this subchapter shall comply with the following.

- (A) If all or a portion of the prize is cash, the maximum amount of cash award in a single raffle shall not exceed \$20,000.
- (B) The maximum price which may be charged for each raffle chance issued or sold shall not exceed \$150.
- (C) The maximum number of days during which chances may be issued or sold shall not exceed 180 days.
- (D) The entire net proceeds of any raffle must be exclusively devoted to the lawful purposes of the organization permitted to conduct the raffle.
- (E) No person, except the bona fide member, director, officer, employee, or member of the sponsoring organization, may manage or participate in the management of the raffle.
- (F) No person may receive any remuneration or profit for managing or participating in the management of the raffle.
- (G) A licensee may rent a premises on which to determine the winning chance or chances in a raffle provided that the rent is not determined as a percentage of receipts or profits from the raffle.
- (H) Winning chances must be determined only at the location or locations within the city specified on the license.
- (I) No person under the age of 18 years may participate in the conducting of raffles or chances. A person under the age of 18 years may be within the area where winning chances are being determined only when accompanied by his or her parent or guardian.
- (J) The management, operation, and conduct of raffles shall be under the supervision of one raffles manager designated by the organization. The manager shall give a fidelity bond in the sum of not less than an amount equal to a 200% of the aggregate retail value of all prizes in favor of the organization conditioned upon his or her honesty in the performance of his or her duties. The bond shall provide that notice shall be given in writing to the city not less than 30 prior to its cancellation. The city council may waive this bond requirement by including a waiver provision in the license issued to an organization under this subchapter, provided that a license containing such waiver provision will be granted only by the affirmative vote of the requisite number of members of the licensed organization or, if the licensed organization does not have members, of members of the governing board of the organization, to constitute an affirmative action of the licensed organization.

- (K) Each organization licensed hereunder shall keep records of its gross receipts, expenses and net proceeds for each single gathering or occasion at which winning chances are determined. All deductions from gross receipts for each single gathering or occasion shall be documented with receipts or other records indicating the amount, a description of the purchased item or service or other reason for the deduction and the recipient. The distribution of net proceeds shall be itemized as to payee, purpose, amount and date of payment. Gross receipts from the operation of raffles shall be segregated from other revenues of the organization of every kind and nature and placed in a separate account. Each organization shall have separate records of its raffles and the person who accounts for gross receipts, expenses and net proceeds from the person who accounts for gross receipts, expenses and net proceeds from the operation of raffles shall not be the same person who accounts for other revenues of the organization.
- (L) Each organization licensed to conduct raffles under the terms of this subchapter shall report promptly after the conclusion of each raffle to its membership or, if the organization does not have members, to its governing board, and to the city its gross receipts, expenses and net proceeds from raffles and the distribution of net proceeds, itemized as required in this subchapter.
- (M) All records required by the subchapter shall be preserved for three years and shall be open for public inspection at reasonable times and places.
- (N) Sponsoring organizations may contract with third parties who, acting at the direction of and under the supervision of the sponsoring organization, provide bona fide services to the sponsoring organization in connection with the operation of a raffle and may pay reasonable compensation for such services. Such services include the following: (a) advertising, marketing and promotion, (b) legal, (c) procurement of goods, prizes, wares and merchandise for the purpose of operating the raffle, (d) rent, if the premises upon which the raffle will be held is rented, (e) accounting, auditing and bookkeeping, (f) website hosting, (g) mailing and delivery, (h) banking and payment processing, and (i) other services relating to the operation of the raffle.

#### **§ 110.150 LICENSE FEE.**

Licenses issued pursuant to this subchapter shall be valid for one raffle only, or to conduct a specific number of raffles, for a period not to exceed one year and may be suspended or revoked for any violation of this subchapter. The license fee shall be as set out in the fee schedule.

#### **§ 110.151 GAMBLING PROHIBITION.**

Nothing in this subchapter shall be construed to authorize the conduct or operation of any gambling scheme, enterprise, activity or device other than raffles as provided for in this subchapter.”

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

Passed this \_\_\_\_ day of \_\_\_\_\_, 2020.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

**THE CITY OF LAKE FOREST**

**ORDINANCE NO. 2019-\_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 110.219  
OF THE LAKE FOREST CITY CODE REGARDING THE LICENSING  
OF LANDSCAPE AND LAWN CARE PROFESSIONALS**

Adopted by the City Council  
of the City of Lake Forest  
this \_\_\_\_ day of \_\_\_\_\_ 2019

Published in pamphlet form by direction  
and authority of The City of Lake Forest  
Lake County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_ 2019

THE CITY OF LAKE FOREST

ORDINANCE NO. 2019-\_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 110  
OF THE LAKE FOREST CITY CODE REGARDING THE LICENSING  
OF LANDSCAPE AND LAWN CARE PROFESSIONALS

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

**WHEREAS**, The City of Lake Forest has enacted certain regulations regarding the licensing of landscape and lawn care professionals; and

**WHEREAS**, in order to assist with the administration of the licensing program and streamline the oversight process, the City desires to amend its licensing ordinance for landscape and lawn care professionals to revise the City Manager's oversight responsibilities while ensuring that licensees retain responsibility for complying with all applicable insurance requirements;

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

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

**SECTION TWO:**      **Amendment.** Subsection (B)(2) of Section 110.219 entitled "Landscape Regulations," of Chapter 110 entitled "Licenses and Miscellaneous Businesses," of the Lake Forest City Code is hereby amended as follows (added text is shown in **bold, double underlined**, stricken text in ~~strikethrough~~):

"(B) All landscapers doing business in the city shall abide by the following regulations.

(1) *Licensing.*

\* \* \*



(2) *Insurance.* Each landscaper shall obtain and maintain a policy of comprehensive general liability insurance, including bodily injury and property damage. The applicant shall also carry adequate workers' compensation and vehicle insurance. **The City Manager has the right, but not the obligation, to request proof of insurance** ~~Proof of insurance will be reviewed by the City Manager~~ from time to time. A landscaper shall deliver to the city evidence of compliance with this requirement within five business days after a request from the City Manager."

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

Passed this \_\_\_\_ day of \_\_\_\_\_, 2019.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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