

THE CITY OF LAKE FOREST
CITY COUNCIL AGENDA

Tuesday, February 16, 2021 6:30p.m.

REMOTE ACCESS MEETING

Please be advised that all of the City Council members will be remotely attending this Council meeting by electronic means, in compliance with the recent amendments to the Open Meetings Act. The Mayor of the City Council has determined that it is not prudent or practical to conduct an in-person meeting due to the COVID-19 pandemic, and that it is not feasible to have the City Council members or members of the public physically present at the meeting due to the pandemic disaster.

The City will be providing members of the public with various opportunities to watch or attend this meeting, as well as provide public comment at the meeting. For example, members of the public can participate remotely in the meeting by following the public audience link which will provide both video and audio means to attend the meeting.

Public audience link:

<https://us02web.zoom.us/j/83576807232?pwd=bS9ORFlrVG5SMko4ZTV3ZVJpa0hYdz09>

Webinar ID: 835 7680 7232

Passcode: 1861

Public Comment: 847-810-3643

Honorable Mayor, George Pandaleon

James E. Morris, Alderman First Ward

Jim Preschlack, Alderman Third Ward

Jennifer Karras, Alderman First Ward

Ara Goshgarian, Alderman Third Ward

Melanie Rummel, Alderman Second Ward

Raymond Buschmann, Alderman Fourth Ward

Edward U. Notz, Jr., Alderman Second Ward

Eileen Looby Weber, Alderman Fourth Ward

CALL TO ORDER AND ROLL CALL

6:30 pm

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

- A. COVID 19 Financial Impact Update
- Elizabeth Holleb, Finance Director

2. COMMENTS BY CITY MANAGER

3. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL

Members of the public can provide public comment by calling into the following number during the meeting: 847-810-3643

4. COMMITTEE REPORTS

ENVIROMENTAL SUSTAINABILITY COMMITTEE

- 1. Request to Conduct a Public Hearing to Consider Amendments to the City of Lake Forest’s Plan of Operation and Governance for its Electricity Aggregation Program (Second of Two Hearings)**

PRESENTED BY: *Environmental Sustainability Chair, Melanie Rummel*
STAFF CONTACT: *Mike Strong, Assistant City Manager (810-3680)*

PURPOSE AND ACTION REQUESTED: The Environmental Sustainability Committee requests conducting the second of two required public hearings regarding proposed amendments to the City’s Plan of Operation and Governance for its electricity aggregation program.

BACKGROUND/DISCUSSION: In March 2012, following a successful referendum in Lake Forest, the City Council established an opt-out electricity aggregation program in collaboration with the North Shore Electricity Aggregation Consortium (“NSEAC”). As you will recall, electrical aggregation allows the City to select an alternate supplier for the City’s residential and small commercial electricity customers. Over the past several years, the City has cooperated with the municipalities of Deerfield, Glencoe, Highland Park, Lake Bluff, Northbrook, Park Ridge, and Skokie to cooperatively solicit proposals. Members of the NSEAC used their aggregation authority to enter into agreements in 2012-2015 and 2016-2017 with alternate suppliers and, by doing so, generated cost savings; however, the program has been idle since 2017 when cost savings were no longer achievable.

Since 2017, the NSEAC has continued to engage in other energy policy efforts, including the Elgin Community Solar Pilot Program and the City’s Community Solar Program. In addition to these initiatives, the NSEAC members have been exploring a new municipal aggregation model that generates savings by moving some, but not all, residents to an alternate provider. The generated savings can then be used as a cash pool by the municipality for other purposes. This model assumes that these funds would be used to purchase renewable energy credits that, effectively, increase the community’s use of renewable resources to fulfill energy demands. Some NSEAC municipalities are considering directing these funds to sustainability programs or other initiatives.

In order to engage in this new aggregation model, the City must amend its current aggregation Plan of Operation and Governance (“POGO”). The POGO details the services provided and specifies all customer rights and obligations under the City’s aggregation program. Since this new model of aggregation was not contemplated when the POGO was adopted, amendments to the plan are being recommended to provide flexibility for considering both financial (e.g. rate savings) and non-financial public benefits (e.g. renewable energy credits) as part of the City’s aggregation program. Amending the POGO requires two consecutive public hearings prior to final deliberation and adoption; this is the second.

Following the adoption of the POGO amendments, the City would be eligible to participate in a joint request for proposal process coordinated by the NSEAC to consider an alternative electricity supplier.

PROJECT REVIEW/RECOMMENDATIONS:

| Reviewed | Date | Comments |
|--|----------|--|
| City Council | 2/1/2021 | Public Hearing #1 Held |
| Environmental Sustainability Committee | 12/17/20 | Discussed and recommended referral of item to City Council to conduct Public Hearing |

COUNCIL ACTION: Conduct a Public Hearing to Consider Amendments to the City of Lake Forest’s Plan of Operation and Governance for its Electricity Aggregation Program

*** OPEN PUBLIC HEARING ***

Plan of Operations and Governance for Municipal Aggregation Program

*** CLOSE PUBLIC HEARING ***

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|--|
| 5. ITEMS FOR OMNIBUS VOTE CONSIDERATION |
|--|

- 1. Approve the Extension of the Mayor’s Declaration of a Local State of Emergency until the next City Council Meeting**

STAFF CONTACT, *Jason Wicha, City Manager*

PURPOSE AND ACTION REQUESTED: It is requested that the City Council extend the Declaration to the next City Council meeting.

BACKGROUND/DISCUSSION: Over the past months, the U.S. Government and the State of Illinois have issued multiple orders declaring a state of emergency over the country and the State of Illinois in order to address the impact from the global pandemic from COVID-19. In order to address the impact this pandemic has had on the City of Lake Forest, Mayor Pandaleon exercised his authority to issue a Declaration of a Local State of Emergency on Saturday, April 4, 2020. At the April 6, 2020 City Council meeting, the City Council extended the Declaration to the next City Council meeting which was February 1, 2021.

In order to ensure that the emergency powers authorized by the local declaration remain in effect where necessary, the Mayor is asking the City Council to further extend the Declaration of a Local State of Emergency until the next City Council meeting that takes place after the February 16, 2021.

REVIEW/RECOMMENDATIONS:

| Reviewed | Date | Comments |
|--------------|------------|--|
| City Council | 2/1/2021 | City Council Approved the Mayors Declaration until the next City Council Meeting |
| City Council | 1/19/2021 | City Council Approved the Mayors Declaration until the next City Council Meeting |
| City Council | 12/7/2020 | City Council Approved the Mayors Declaration until the next City Council Meeting |
| City Council | 11/16/2020 | City Council Approved the Mayors Declaration until the next City Council Meeting |
| City Council | 11/2/2020 | City Council Approved the Mayors Declaration until the next City Council Meeting |
| City Council | 10/19/2020 | City Council Approved the Mayors Declaration until the next City Council Meeting |
| City Council | 10/5/2020 | City Council Approved the Mayors Declaration until the next City Council Meeting |
| City Council | 9/8/2020 | City Council Approved the Mayors Declaration until the next City Council Meeting |
| City Council | 8/3/2020 | City Council Approved the Mayors Declaration until the next City Council Meeting |
| City Council | 7/20/2020 | City Council Approved the Mayors Declaration until the next City Council Meeting |
| City Council | 6/15/2020 | City Council Approved the Mayors Declaration until the next City Council Meeting |
| City Council | 6/1/2020 | City Council Approved the Mayors Declaration until the next City Council Meeting |
| City Council | 5/18/2020 | City Council Approved the Mayors Declaration until the next City Council Meeting |
| City Council | 5/4/2020 | City Council Approved the Mayors Declaration until the next City Council Meeting |
| City Council | 4/20/2020 | City Council Approved the Mayors Declaration until the next City Council Meeting |
| City Council | 4/6/2020 | City Council Approved the Mayors Declaration until the next City Council Meeting |
| | 4/4/2020 | Mayor Pandaleon exercised his authority to issue a Declaration of a Local State of Emergency |

BUDGET/FISCAL IMPACT: N/A

COUNCIL ACTION: Approve the extension of the Mayor’s Declaration of a Local State of Emergency until the next City Council Meeting

2. Approval of the February 1, 2021 City Council Meeting Minutes

A copy of the minutes can be found beginning on **page 34**

COUNCIL ACTION: Approval of the February 1, 2021 City Council Meeting Minutes.

3. Approval of a Recommendation from the Parks and Recreation Board to Authorize the City Manager to Enter into a Contract with Landscape Concepts Management for City-Wide Grounds Maintenance Services, for an Amount Not-to-Exceed \$174,359

STAFF CONTACT: *Chuck Myers, Superintendent of Parks and Forestry, 810-3565*

PURPOSE AND ACTION REQUESTED: City Staff and the Parks & Recreation Board requests approval to award a one year contract with Landscape Concepts Management, for \$174,359 to provide mowing and grounds maintenance services city-wide.

BACKGROUND/DISCUSSION: Annually, the Parks and Recreation Department researches opportunities to improve operational efficiencies and deliver services in the most cost effective manner. In 2011, the Parks section began outsourcing the mowing of many of our passive parks and miscellaneous parcels. We chose to not bid out all other park properties, such as the neighborhood parks and community parks, due to the significant need to coordinate with ever-changing public use and athletic field schedules. Since 2011, outsourced mowing has proven to be a beneficial fiscal approach by reducing labor expenses and long-term capital equipment replacement costs.

Over the past few years, new landscape areas have been added to the Parks Section's responsibilities; such as, the Route 60 medians, the CBD bike path, Dickenson Hall, etc. To maintain these areas, small contracts were set up outside the larger City-wide grounds maintenance contract. On December 4, 2020, staff conducted a more expansive bid process that included these additional areas and incorporated all the previously contracted areas. The expanded bid includes mowing and additional grounds maintenance services on fifteen City property areas, 167 cul-de-sacs and the mowing only of twenty City right-of-ways. Additional grounds maintenance includes lawn care, weed control, and bed maintenance.

In an effort to restructure the larger contract, staff created a "tiered" system to distinguish the level of maintenance required for various sites. Tier 1 includes some of the City's higher profile sites that require more extensive maintenance, Tier 2 includes City properties with lower maintenance requirements and includes the City's 167 cul-de-sacs, and Tier 3 includes various City owned right-of-ways along roadways.

PROJECT REVIEW/RECOMMENDATIONS:

| Reviewed | Date | Comments |
|--------------------------|----------|--------------------|
| Parks & Recreation Board | 01/26/21 | Recommend Approval |

BUDGET/FISCAL IMPACT: Funding for the FY2022 City-Wide Grounds Maintenance contract is budgeted in the Parks Fund 220 operating budget. On November 16, 2020 City staff released an invitation to bid for City-Wide Grounds Maintenance Services. The bid opening was on December 4, 2020 and five (5) sealed bids were received, as detailed below.

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

Recommended Bidder/Proposer is BOLDED

Tier 1 – Bids

| Company Name | Dollar Amount Bid |
|--|-------------------|
| Landscape Concepts Management, Inc. | \$35,280 |
| Sundance Lawncare, Inc. | \$43,050 |
| Lizette Medina & Co. | \$69,000 |
| Fleck’s Landscaping | \$92,538 |
| Mariani Landscape | \$109,335 |

Tier 2 – Bids

| Company Name | Dollar Amount Bid |
|--|-------------------|
| Landscape Concepts Management, Inc. | \$90,695 |
| Sundance Lawncare, Inc. | \$118,200 |
| Lizette Medina & Co. | \$113,000 |
| Fleck’s Landscaping | \$220,805 |
| Mariani Landscape | No Bid |

Tier 3 – Bids

| Company Name | Dollar Amount Bid |
|--|-------------------|
| Landscape Concepts Management, Inc. | \$48,384 |
| Sundance Lawncare, Inc. | \$75,000 |
| Lizette Medina & Co. | \$65,000 |
| Fleck’s Landscaping | \$70,117 |
| Mariani Landscape | No Bid |

After careful review of the bids by City staff, we are recommending the selection of Landscape Concepts Management for Tier 1, 2 and 3, at a total cost of \$174,359 for a one year contract. Landscape Concepts Management has had a very successful record of performing these services on other previous City projects.

Below is an estimated summary of Project budget:

| FY2022 Funding Source | Amount Budgeted | Amount Requested | Budgeted? Y/N |
|--|-----------------|------------------|---------------|
| 220-5775-435.35-10 Parks Operating Budget | \$174,359 | \$174,359 | Y |

COUNCIL ACTION: Approval of a Recommendation from the Parks and Recreation Board to Authorize the City Manager to Enter into a Contract with Landscape Concepts Management for City-Wide Grounds Maintenance Services, for an Amount Not-to-Exceed \$174,359

- 4. Approval of a Recommendation from the Parks and Recreation Board to Authorize the City Manager to enter into a Contract with Mariani Landscape for Grounds**

Maintenance Services at Forest Park in the Parks FY2022 Budget, for an Amount Not-to-Exceed \$41,911

STAFF CONTACT: *Chuck Myers, Superintendent of Parks and Forestry, 810-3565*

PURPOSE AND ACTION REQUESTED: City Staff and the Parks & Recreation Board requests approval to award a one year contract with Mariani Landscape to provide mowing and grounds maintenance services at Forest Park for FY2022.

BACKGROUND/DISCUSSION: Forest Park is one of the oldest and most celebrated parks on the North Shore and a treasure for the residents of Lake Forest. After the completion of the highly successful rehabilitation project in 2015, the City's Parks Section resumed its maintenance responsibilities and was charged with keeping the park in its pristine condition. Since 2011, the City has been outsourcing mowing on other City-owned properties and it has proven to be a beneficial fiscal approach by reducing labor expenses and long-term capital equipment replacement costs. Given the Parks Sections current workload, City Staff recognized the need to outsource Forest Park in order to ensure that the park is maintained at the highest level possible.

In FY2020, staff conducted an expansive bid process that includes mowing and extensive grounds maintenance services for Forest Park. In addition, staff included a three year option in the bid process that provided the City with the right to extend the contract after the first season or rebid the contract for FY2021 and FY2022.

For FY2020, Mariani Landscape began a new program that encompassed a number of sustainable practices. They deployed fully electric mowers, blowers and line trimmers in all service operations at Forest Park. This equipment delivers low noise, zero emissions and zero use of fossil fuels in the operation of this machinery. The reduction in noise pollution with electric mowers is significant and an important aspect of this program.

For FY2021, Mariani introduced a new environmentally sustainable innovation to their lawn care services at Forest Park – Auto Mowers. They are clean, ecofriendly electric powered mowers with no operators that run quietly and provide a healthy and well-maintained appearance. Seasonally, there still may be times when conventional electric equipment is used but after the auto mowers learn the site, weekly mowing would be done by five auto mowers. There are also areas of the park where auto mowers will not work and they will need to use conventional mowers weekly. All of the above activities and procedures combine to provide the City of Lake Forest with a responsible and environmentally beneficial program in the execution of the significant grounds maintenance services they provide.

PROJECT REVIEW/RECOMMENDATIONS:

| Reviewed | Date | Comments |
|--------------------------|----------|--------------------|
| Parks & Recreation Board | 01/26/21 | Recommend Approval |

BUDGET/FISCAL IMPACT: Funding for the Forest Park grounds maintenance contract is budgeted in the Parks Fund 220 operating budget. City staff is satisfied with the services

performed by Mariani Landscape in FY2020 and FY2021 and are recommending the continuation of their services for FY2022.

Has competitive pricing been obtained for proposed goods/services? Yes (Bid out in FY2020, with the ability to extend for FY2021 and FY2022)

Below is an estimated summary of Project budget:

| FY2022 Funding Source | Amount Budgeted | Amount Requested | Budgeted? Y/N |
|--|-----------------|------------------|---------------|
| 220-5775-435.35-10 Parks Operating Budget | \$41,911 | \$41,911 | Y |

COUNCIL ACTION: Approval of a Recommendation from the Parks and Recreation Board to Authorize the City Manager to enter into a Contract with Mariani Landscape for Grounds Maintenance Services at Forest Park in the Parks FY2022 Budget, for an Amount Not-to-Exceed \$41,911

5. Approval of a Parks & Recreation Board Recommendation for Annual Tree Purchasing in the Forestry FY2022 Budget

STAFF CONTACT: *Chuck Myers, Superintendent of Parks and Forestry, 810-3565*

PURPOSE AND ACTION REQUESTED: Parks & Recreation Board requests approval to purchase trees/plant material from multiple vendors, based on joint tree purchasing bid.

BACKGROUND/DISCUSSION: The City’s Forestry section conducted the annual joint bid with the City of Highland Park and the Highland Park-Park District to leverage volume discounts for the purchasing of trees on city streets, parks, and other city-owned properties. Staff received twelve (12) bids for the purchase of over 62 varieties of balled and burlaped trees and shrubs, with an average price of \$225 for a 2.5” caliper tree. Multiple vendors will be used to secure the requested number of trees, sizes, and varieties while adhering to our stringent quality controls. Based on species availability and the quality of the product, additional vendors may need to be used. Additional purchasing will comply with the City’s purchasing policy. The forestry section anticipates planting 300 trees this year.

PROJECT REVIEW/RECOMMENDATIONS:

| Reviewed | Date | Comments |
|--------------------------|----------|--------------------|
| Parks & Recreation Board | 01/26/21 | Recommend Approval |

BUDGET/FISCAL IMPACT: Funding for the tree/plant material purchasing contract is budgeted in the Fund 220, Forestry Operating Fund. Due to the anticipated number of new trees being planted and diminishing tree availability in the nurseries, we may exceed \$20,000 with a single vendor.

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

Recommended Bidder/Proposer is BOLDED

| Company Name | Dollar Amount Bid |
|---------------------------------|--|
| Arthur Weiler Nursery | <i>(Based on species/availability)</i> |
| Chestnut Ridge Nursery | <i>(Based on species/availability)</i> |
| Charles J. Fiore Nursery | <i>(Based on species/availability)</i> |
| Goodmark Nurseries | <i>(Based on species/availability)</i> |
| Ivanhoe Nursery | <i>(Based on species/availability)</i> |
| Kankakee Nursery | <i>(Based on species/availability)</i> |
| Majestic Oaks Nursery | <i>(Based on species/availability)</i> |
| Mill Creek Nursery | <i>(Based on species/availability)</i> |
| Schichtel's Nursery | <i>(Based on species/availability)</i> |
| Spring Grove Nursery | <i>(Based on species/availability)</i> |
| SiteOne Landscape | <i>(Based on species/availability)</i> |
| St. Aubin's Nursery | <i>(Based on species/availability)</i> |

Staff will purchase trees from the list above based on low price, quality and availability of various tree species needed for the annual tree replacement program.

Below is an estimated summary of Project budget:

| FY2022 Funding Source | Amount Budgeted | Amount Requested | Budgeted? Y/N |
|---|-----------------|------------------|---------------|
| 220-5803-467.67-13 Forestry Operating Budget | \$80,000 | \$80,000 | Y |

COUNCIL ACTION: Approval of a Parks & Recreation Board Recommendation for Annual Tree Purchasing in the Forestry FY2022 Budget

- Approval of a Recommendation from the Public Works Committee to Approve the Deerpath Water Main Replacement Design Services for a Replacement Watermain, from Ahwahnee Lane to Golf Lane, to Baxter & Woodman Consulting Engineers in the Not-to-Exceed Amount of \$39,000**

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

PURPOSE AND ACTION REQUESTED: Staff and the Public Works Committee request City Council approve an agreement for design services to replace the watermain on Deerpath from Ahwahnee Lane to Golf Lane to Baxter & Woodman Consulting Engineers.

BACKGROUND/DISCUSSION:

The City is seeking to replace and upgrade the water main along Deerpath from Ahwahnee Lane to Golf Lane.

This section of water main has been identified as a priority replacement via the 2020 Water Main Replacement Prioritization Plan. It has also been recommended that the size of this water main be increased to improve water pressure on the west side of Lake Forest.

PROJECT REVIEW/RECOMMENDATIONS:

| Reviewed | Date | Comments |
|------------------------|---------|--|
| Public Works Committee | 1/28/21 | Reviewed & Recommended City Council Approval |
| Finance Committee | 11/9/20 | Included with Capital Plan |

BUDGET/FISCAL IMPACT: The Engineering Section solicited Request for Proposals (RFP) from professional engineering firms to provide water main replacement design plans. Eight firms acquired the RFP package and eight submitted proposals that were reviewed by a committee of staff members.

Baxter & Woodman has been used by The City of Lake Forest previously for engineering consulting work on a variety of projects. Staff has been pleased with the work Baxter & Woodman has previously performed on other design and infrastructure studies.

If approved, the engineering design work is expected to begin in early May and be completed by mid-September in order to provide an updated construction estimate for the November capital budget workshop. Actual replacement of the watermain will occur in the summer of 2022, in conjunction with the State’s Pump Station Project on Deerpath.

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

Recommended Bidder/Proposer is BOLDED

| Company Name | Dollar Amount Bid |
|-----------------------------|--------------------------------|
| Baxter & Woodman | \$39,000 |
| IMEG | \$39,260 |
| ERA | \$49,800 |
| Knight Engineering | \$55,624 |
| GSG Consultants | \$91,245 |
| V3 | \$121,880 |
| James Anderson | DQ – Did not submit total cost |
| Thomas Engineering | DQ – Did not submit total cost |

Below is an estimated summary of Project budget:

| FY2022 Funding Source | Amount Budgeted | Amount Requested | Budgeted Y/N |
|--|-----------------|------------------|--------------|
| Water and Sewer Fund 508-3703-477.77-07 | \$50,000 | \$39,000 | Y |

COUNCIL ACTION: Approval of a Recommendation from the Public Works Committee to Approve the Deerpath Water Main Replacement Design Services for a Replacement Watermain from Ahwahnee Lane to Golf Lane to Baxter & Woodman Consulting Engineers in the Not-to-Exceed Amount of \$39,000

7. Approval of a Recommendation from the Public Works Committee to Approve Design Services for the Replacement of Both the Illinois and Woodland Pedestrian Bridges to Wiss, Janney, Elstner Associates, Inc. in the Not-to-Exceed Amount of \$46,570

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

PURPOSE AND ACTION REQUESTED: Staff and the Public Works Committee request council approve an agreement for design services for the replacement of both the Illinois and Woodland pedestrian bridge Designs to Wiss, Janney, Elstner Associates, Inc.

BACKGROUND/DISCUSSION:

The City is seeking to replace the existing pedestrian bridges over Illinois Road at McKinley Road and over Woodland Road at McKinley Road.

Both bridges have had to have significant repairs made to them over the past ten years. The existing bridges are in poor condition and have been identified as a high priority to replace via the 2020 Bridge Analysis Study.

PROJECT REVIEW/RECOMMENDATIONS:

| Reviewed | Date | Comments |
|------------------------|---------|--|
| Public Works Committee | 1/28/21 | Reviewed & Recommended City Council Approval |
| Finance Committee | 11/9/20 | Included with Capital Plan |

BUDGET/FISCAL IMPACT: The Engineering Section solicited Request for Proposals (RFP) from professional engineering firms to produce phase II engineering plans. Eleven firms acquired the RFP package and four submitted proposals that were reviewed by a committee of staff members.

Wiss, Janney, Elstner Associates, Inc. has been used by The City of Lake Forest on multiple occasions for consulting on bridge damages and recommended repairs. They also performed the 2020 Bridge Analysis Study.

If approved by City Council this evening the engineering design work on the Illinois bridge is expected to begin immediately. Design work for the Woodland bridge will not commence until the new fiscal year. Replacement of the Illinois pedestrian bridge is included in the FY '22 capital budget and will occur this upcoming summer / fall. Replacement of the Woodland pedestrian bridge is included in the FY '23 capital budget and will be replaced the following summer.

Staff has applied both bridges for construction ITEP grant funding (spring 2021 notification); if no grant award is obtained, the City will still proceed with improvements.

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

Recommended Bidder/Proposer is BOLDED

| Company Name | Dollar Amount Bid |
|--|-------------------|
| Wiss, Janney, Elstner Associates, Inc | \$45,570 |
| V3 | \$65,250 |
| ERA | \$88,687 |
| GSG Consultants | \$141,460 |

Below is an estimated summary of Project budget:

| FY2021 Funding Source | Amount Budgeted | Amount Requested | Budgeted Y/N |
|------------------------------------|-----------------|------------------|--------------|
| Capital Fund 311-5103-467.67-23 | \$25,000 | \$23,965 | Y |

| FY2022 Funding Source | Amount Budgeted | Amount Requested | Budgeted Y/N |
|------------------------------------|-----------------|------------------|--------------|
| Capital Fund 311-5103-467.67-23 | \$50,000 | \$22,605 | Y |

COUNCIL ACTION: Approval of a Recommendation from the Public Works Committee to Approve Design Services for the Replacement of Both the Illinois and Woodland Pedestrian Bridges to **Wiss, Janney, Elstner Associates, Inc.** in the Not-to-Exceed Amount of \$46,570

8. Approval to Renew the Intergovernmental Program Agreement between the City of Lake Forest and the Lake Bluff Park District

STAFF CONTACT: *Joe Mobile, Superintendent of Recreation (847-810-3941)*

PURPOSE AND ACTION REQUESTED: The Park and Recreation Board and Staff recommend the approval of the Intergovernmental Program Agreement between the City of Lake Forest and the Lake Bluff Park District as it is up for renewal at this time. Approval of the IGA is necessary so the document can be signed and adopted by both organizations for another two years.

The Lake Bluff Park District is presenting to their board at one of their February meetings where staff will seek approval of the IGA as well. A copy of the Intergovernmental Program Agreement can be found on **page 40** for your review.

PROJECT REVIEW/RECOMMENDATIONS:

| Reviewed | Date | Comments |
|-------------------------|---------|--------------------|
| Park & Recreation Board | 1/26/21 | Approved agreement |

BACKGROUND/DISCUSSION: The Intergovernmental Program Agreement between the City of Lake Forest and the Lake Bluff Park District is an agreement between the two Parks and Recreation organizations that allow staff to provide recreational facilities and programs for the health and welfare of all citizens in our communities and to achieve the mission to

provide public recreational facilities and programs to our communities while being fiscally responsible. The IGA provides a basis for both organizations to promote programs and services at unique facilities thereby reducing duplication of services between the two communities. The agreement also allows for the two organizations to continue collaborating on program offerings and opportunities. Each organization will designate a representative to act in respect to the IGA. The existing IGA will be in effect for a two year period from the date of acceptance by both entities at which time the agreement may be extended, amended or terminated.

Examples of collaboration:

1. Shared Brochure Space – each organization provides the other a page in their seasonal brochures allowing for cross marketing opportunities.
2. Program Partnering – programs are combined to increase enrollment and efficiencies as well as to share expenses to be more fiscally responsible.
3. Residency Requirements – residents from Lake Bluff are given resident status therefore paying the established resident fees. They do however, still enroll on the non-resident registration dates.

BUDGET/FISCAL IMPACT: None

COUNCIL ACTION: Approval to Renew the Intergovernmental Program Agreement between the City of Lake Forest and the Lake Bluff Park District

9. Approval of an Ordinance Amending Chapter 97 of The Lake Forest City Code to Add Provisions Regarding Commercial Activities at City parks and Recreational Properties and Facilities

STAFF CONTACT: *Joe Mobile, Superintendent of Recreation (847) 810-3941*
Anthony Anaszewicz, Athletics Program Manager (847) 810-3945

PURPOSE AND ACTION REQUESTED: The Parks & Recreation Board and Staff request approval of an ordinance amending Chapter 97 of The Lake Forest City Code to add provisions regarding commercial activities at City parks, properties and facilities.

BACKGROUND/DISCUSSION: During the summer of 2020, resident concern regarding For-Profit usage of City Tennis Courts has driven Staff to develop an ordinance amending Chapter 97 of The Lake Forest City Code. The amendment adds provisions regarding commercial activities at City parks, properties and facilities.

The use of public property for profit use by private entities has historically been an issue at our park amenities and the Recreation Department's Gymnasium however, due to the pandemic, this issue has been brought to the forefront. Staff believe Lake Forest saw an extremely high volume of unapproved For-Profit usage at City facilities this year due to the pandemic. People were looking to engage in outdoor activities like Tennis because regular program options indoors simply could not run. It was very apparent that more and more independent professionals and their clients were using City parks, properties and facilities because indoor facilities were either not yet open or clients were not comfortable going indoors, even if the private facilities had opened.

Staff are proposing the new ordinance as a way to manage the use of City facilities and still allow open play by our residents. The new ordinance will allow private instructors a process to utilize public facilities for lessons while giving staff a means to manage such use. Staff has developed this new ordinance amending City Code to not only help alleviate and manage unauthorized For-Profit usage, but as a means to enforce policies governing City parks and recreational properties and facilities as well.

Staff has researched our neighbor’s policies and procedures in developing the new ordinance. A commonality found through those conversations was that surrounding communities have an ordinance giving them substantial enforcement of guidelines set by Staff. Staff have worked with the City’s attorney to draft the new ordinance making sure that the needs of the City our met through the new ordinance.

The new ordinance amending City Code will read;

(A) No person, group, or organization shall engage in the commercial sale, rental, exhibition, or distribution of goods or services, including providing instruction or lessons for a fee, in a City park, on City recreational property, or in a City recreational facility unless the person, group, or organization has applied for and obtained a permit or license from the City or has entered into a contract with the City to engage in such commercial activities.

(B) No person, group, or organization shall obstruct or impede pedestrians or vehicles, harass visitors to a City park, City recreational property, or City recreational facility with physical contact, misrepresent the affiliations of those engage in such commercial activities, misrepresent the cost of goods or services, or interfere, interrupt, or engage in commercial activities that are incompatible with the purpose of any program, activity, function, and/or special event conducted, sponsored, licensed, or otherwise permitted by the City.

The new ordinance amending chapter 97 is attached in full and can be found on **page 43** for your review.

PROJECT REVIEW/RECOMMENDATIONS:

| Reviewed | Date | Comments |
|--------------------------|----------|-----------------------|
| Parks & Recreation Board | 1/26/21 | Amendment Approved. |
| Parks & Recreation Board | 12/15/20 | Amendment Introduced. |

BUDGET/FISCAL IMPACT: N/A

COUNCIL ACTION: Approval of an Ordinance Amending Chapter 97 of The Lake Forest City Code to Add Provisions Regarding Commercial Activities at City parks and Recreational Properties and Facilities

10. Waive First Reading and Grant Final Approval of an Ordinance Adopting an Amended Plan of Operation and Governance for the City’s Municipal Aggregation Program

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

PURPOSE AND ACTION REQUESTED: The Environmental Sustainability Committee recommends approval of an Ordinance adopting amendments to the City’s Plan of Operation and Governance (“POGO”) in order to establish a new electricity aggregation program within the City. As required by Public Act 096-0176, the Ordinance may be considered following the closure of the second required Public Hearing regarding proposed amendments to a municipality’s POGO.

BACKGROUND/DISCUSSION: Additional background information on this item can be found within the Environmental Sustainability Committee Report in the February 16, 2021 City Council Meeting agenda packet for the Public Hearing Related to the Consideration of Amendments to the City of Lake Forest’s Plan of Operation and Governance for its Electricity Aggregation Program.

At the February 1, 2021 City Council Meeting, a public hearing was held regarding a new type of electricity aggregation program available to municipalities within the State of Illinois. The new model would generate savings by moving some, but not all, residents to an alternate energy supplier. Through this model, the savings generated would be available to the City to purchase renewable energy credits to offset the community’s energy consumption, or direct toward other energy efficiency and sustainability programs. In order to offer this type of aggregation model, the City must amend its POGO to allow for flexibility in securing both financial (e.g. rate savings) and non-financial (e.g. renewable energy credits) community benefits.

Amending the POGO requires two public hearings, which took place on February 1, 2021, and February 16, 2021. After the closure of the second public hearing, the City Council may consider an Ordinance amending the Plan of Operation and Governance. An Ordinance adopting an amended plan of operation and governance is included in the agenda packet beginning on **page 46**.

PROJECT REVIEW/RECOMMENDATIONS:

| Reviewed | Date | Comments |
|--|-----------|--|
| City Council | 2/16/2021 | Public Hearing #2 Held (pending today) |
| City Council | 2/1/2021 | Public Hearing #1 Held |
| Environmental Sustainability Committee | 12/17/20 | Discussed and recommended referral of item to City Council to conduct Public Hearing |

BUDGET/FISCAL IMPACT: There are costs associated with establishing an aggregation program which pertain to legal fees pertaining to procurement and contract reviews. The City is projected to receive revenue of approximately \$50,000 per year based on an analysis performed in June 2020. The projection is a conservative value for budgeting purposes. The revenues may be used by the City for any purpose or the funds may be applied to the purchase of renewable energy credits to reduce the City’s net carbon footprint. The City may choose how to receive and utilize the funds in each year of the aggregation program.

COUNCIL ACTION: If determined appropriate by City Council, Waive First Reading and Grant Final Approval of an Ordinance Adopting an Amended Plan of Operation and Governance for the City's Municipal Aggregation Program

COUNCIL ACTION: Approval of the ten (10) omnibus items as presented.

6. OLD BUSINESS

7. NEW BUSINESS

8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS

9. ADJOURNMENT

A copy of the Decision Making Parameters can be found beginning on **page 17** of this packet.

Office of the City Manager

February 10, 2021

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.

The City of Lake Forest
CITY COUNCIL
Proceedings of the Monday, February 1, 2021
City Council Meeting - City Council Chambers
REMOTE ACCESS MEETING

CALL TO ORDER AND ROLL CALL: Honorable Mayor Pandaleon called the meeting to order at 6:39pm, and the City Clerk Margaret Boyer called the roll of Council members.

Present: Honorable Mayor Pandaleon, Alderman Morris, Alderman Karras, Alderman Rummel, Alderman Notz, Alderman Preschlack, Alderman Goshgarian, Alderman Buschmann and Alderman Weber.

Absent: none

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE was recited.

REPORTS OF CITY OFFICERS

COMMENTS BY MAYOR

Mayor Pandaleon made the following statement as required by the Open Meetings Act. In accordance with state statute, Mayor Pandaleon has made a determination that it was not practical or prudent to schedule an in-person City Council meeting because of the COVID-19 pandemic, which is why this February 1, 2021 City Council meeting is being held remotely.

Mayor Pandaleon commented on the successful snow removal from the previous weekend.

COMMENTS BY CITY MANAGER

A. Announcement of New Website/Mobile App

City Manager Jason Wicha gave a brief update on the new City website, which was launched last week. He gave a brief demonstration of the website, highlighting an improved layout for mobile use, and overall usability. He added this is still a beta website, and if any issues are identified, to reach out to staff to offer feedback, or for help navigating the website. Additionally, he gave a brief presentation and demonstration of the new City application stating that it will launch in the Apple and Android app stores at the end of the week.

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

Members of the public can provide public comment by calling into the following number during the meeting: 847-810-3643

COMMITTEE REPORTS

PROPERTY AND PUBLIC LANDS

1. Elawa Lease Agreement

- **Property and Public Lands Chair, Ara Goshgarian**

Alderman Goshgarian gave a brief update to the City Council explaining the proposed Lease Agreement between the City and Elawa Farm Foundation. He explained how this agreement will support the long term relationship between the two parties over the years.

The City Council thanked all members involved in the negotiations and process for updating the agreement.

Additionally, there was discussion regarding the lease rate, and how it was determined.

Elawa Farm Foundation Board President, Marina Puryear offered her comments thanking the City Council, and City Staff for their support and collaboration throughout the lease agreement process.

ENVIROMENTAL SUSTAINABILITY COMMITTEE

1. Request to Conduct a Public Hearing to Consider Amendments to the City of Lake Forest's Plan of Operation and Governance for its Electricity Aggregation Program

Alderman Rummel provided brief background to the City Council regarding electricity aggregation. She explained the potential opportunities for residents to engage in and utilize renewable energy sources with the assistance of the City.

COUNCIL ACTION: Conduct a Public Hearing to Consider Amendments to the City of Lake Forest's Plan of Operation and Governance for its Electricity Aggregation Program and open the Public Hearing.

Alderman Karras made a motion to conduct a Public Hearing to Consider Amendments to the City of Lake Forest's Plan of Operation and Governance for its Electricity Aggregation Program and open the Public Hearing, seconded by Alderman Morris. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

***** OPEN PUBLIC HEARING *****

The Public Hearing opened at 7:14pm

Assistant City Manager, Mike Strong presented background regarding municipal aggregation, and explained that the City had previously engaged in an aggregation program. Recently, the City has engaged in a new municipal aggregation program, which would provide cost savings to the City to purchase renewable energy credits. This offers the opportunity to reduce their carbon footprint, without an increased cost in energy supply.

The City Council had lengthy discussion regarding the difference between community solar credits, and the electricity aggregation program, and which residents qualify for the different programs. It was further clarified that community solar credit program savings are accrued by the resident, whereas the electricity aggregation program savings are accrued by the City.

Rommy Lopat offered comments to the City Council.

Teresa Caringello offered comments to the City Council.

There was additional discussion to work on a stronger communication campaign with residents regarding eligibility for the different programs.

Plan of Operations and Governance for Municipal Aggregation Program

COUNCIL ACTION: Close the Public Hearing

Alderman Rummel made a motion to close the Public Hearing, seconded by Alderman Notz. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

***** CLOSE PUBLIC HEARING *****

The public Hearing closed at 8:22 pm

AUDIT COMMITTEE

- 1. Approval of an Audit Committee Recommendation to Award a Contract with Baker Tilly US LLP to Provide Audit Services for Fiscal Years 2021 through 2023, With an Option to Renew the Agreement for Two Additional Years.**

Alderman Morris thanked Finance Director, Elizabeth Holleb, Assistant Director, Diane Hall and the Finance Department for their work, conducting an RFP process, and eventually the Audit Committee for recommending the contract with Baker Tilly. Ms. Holleb explained in further depth the process of interviewing each company that submitted a proposal with the assistance of the Audit Committee. Mayor Pandaleon stated that the fact that Lake Forest has an Audit committee is rather unusual in most city governments.

COUNCIL ACTION: Approve of an Audit Committee recommendation to award a contract with Baker Tilly US LLP to provide audit services for fiscal years 2021 through 2023, with an option to renew the agreement for two additional years

Alderman Rummel made a motion to approve the Audit Committee recommendation to award a contract with Baker Tilly US LLP to provide audit services for fiscal years 2021 through 2023, with an option to renew the agreement for two additional years, seconded by Alderman Morris. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

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| ITEMS FOR OMNIBUS VOTE CONSIDERATION |
|---|

- 1. Approve the Extension of the Mayor's Declaration of a Local State of Emergency until the next City Council Meeting**
- 2. Approval of the January 19, 2021 City Council Meeting Minutes**
- 3. Approval of the Check Register for the Period of January 1 to January 22, 2021**
- 4. Consideration of an Ordinance Adopting the Fifth Supplement (S-5) 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)**
- 5. Approval of a Recommendation from the Property and Public Lands Committee to Approve a New Lease Agreement between The City of Lake Forest and Elawa Farm Foundation**
- 6. Consideration of an Ordinance Amending the City of Lake Forest Liquor Code, to increase the number of Licenses available in Classes A-1, C- 2 and C-3. (First reading and if appropriate final approval)**

7. **Approval to Purchase One Replacement Marked Police Vehicle Included in the FY2022 Capital Equipment Budget to the Suburban Purchasing Cooperative's Low Bidder, Currie Motors, in the Amount of \$36,487**
8. **Award of Bid for the Replacement of a Fire Department Administrative Vehicle Included in the FY2022 Capital Equipment Budget to the Suburban Purchasing Cooperative's Low Bidder, Currie Motors, in the Amount of \$43,890**
9. **Award of a Bid for the Purchase of a Pull-Behind Top Dresser Included in the FY2022 Capital Equipment Budget, to the National Sourcewell Low Bidder JW Turf in the Amount of \$36,893**
10. **Approval to Purchase a Replacement Fairway Mower for the Golf Course Section to Reinders, Inc. in the Amount of \$46,520, Included in the FY 2022 Capital Equipment Budget**
11. **Consideration of Ordinance Approving a Recommendation from the Zoning Board of Appeals. (First Reading, and if Desired by the City Council, Final Approval)**

COUNCIL ACTION: Approval of the eleven (11) 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 additional discussion on item #4, #6 and #8. Mayor Pandaleon again asked members of the Council if they would like to remove any item or take it separately. Seeing none, he asked for a motion.

Alderman Goshgarian made a motion to approve the eleven (11) Omnibus items as presented, seconded by Alderman Preschlack. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

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

| |
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| ORDINANCES |
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| OLD BUSINESS |
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1. **Consideration of a Recommendation from the Plan Commission Pertaining to a Zone Change and Plat of Consolidation Related to Phase 3 of the McKinley Road Multi-Family Planned Development (Motion)**

Alderman Morris stated that he has an investment in one of the buildings and is recusing himself from discussion and voting on the matter. Mayor Pandaleon asked City Attorney Tappendorf to offer legal perspective on Alderman Morris's statement. Ms. Tappendorf clarified that there is not a legal or statutory conflict of interest, however each elected official can make the determination to step out of a matter.

Director of Community Development, Catherine Czerniak reported that this recommendation comes from the Plan Commission on the McKinley Multi-family Planned Development. Ms. Czerniak stated the she will explain what is before the City Council and provide background and review options before the City Council to take action on.

Ms. Czerniak reported that what is before the City Council this evening comes out of the fifth in a series of Plan Commission meetings on the Phase Three of the McKinley Road Redevelopment. The Plan Commission

after hearing considerable public testimony and considerable deliberation, had a motion placed on the table to approve the zone change and the Plat of consolidation. That motion failed with two ayes, and three nays. Ms. Czerniak noted that the Plan commission did not forward recommendation on the entirety of the petition to the City Council, only a recommendation on the zone change and the plat. She stated that there was no vote taken on the Special Use Permit. Ms. Czerniak reported no changes are proposed to the boundaries of the historic district.

Ms. Czerniak reviewed the process overall to date, noting that in 2016 the Plan Commission deliberated and ultimately recommended approval of a Master Plan for the area, which the City Council approved in 2017. The Master Plan envisioned three phases of development. Phase One of the project was the Condominium building that was approved in 2017. Once it was recognized that there was significant interest in the condominiums at that location, the City reached out to developers and began negotiations about the incorporation of all of the City property into the development. The Property and Public Lands Committee was very involved in these discussions and ultimately the City Council authorized the Mayor and the City Clerk to enter into a Purchase Sale Agreement, the agreement was executed in 2018. Subsequent to that in 2019, Phase Two, the second building which is now being completed was approved. Then in June 2019 the Plan Commission began consideration of Phase Three of the project. Ms. Czerniak reviewed the zoning districts with in the project.

Ms. Czerniak then reviewed the options for City Council action. Accept the Plan Commissions Recommendation - deny the Zone Change, overturn the Plan Commissions recommendation or Overturn the Plan Commission's recommendation and approve the zone change, or Remand the matter for reconsideration by Plan Commission with direction.

Mayor Pandaleon asked for clarification on the legality regarding rezoning standards. Ms. Czerniak reported that the City Code has specific criteria which must be considered for a zone change and noted that the code criteria align closely with the LaSalle/Sinclair standards used by the Courts.

Members of the City Council offered their opinion and asked clarifying questions. The City Council had lengthy discussion regarding the options presented to be considered by the City Council.

Mayor Pandaleon explained that the action taken by the City Council today was not the final decision on this matter, explaining the process the Plan Commission would have to go through in the future.

Mayor Pandaleon asked if there was anyone from the public who wanted to address the Council.

Mayor Pandaleon recognized the following persons.

Regina Lind offered comments to the City Council
Jeff Torosian offered comments to the City Council
Lesley Lardino offered comments to the City Council
Anna Block offered comments to the City Council
Courtney McGovern offered comments to the City Council
Todd Curry offered comments to the City Council
Sally Downey offered comments to the City Council
Maggie Coleman offered comments to the City Council
Tom Swarthout offered comments to the City Council
Rommy Lopat offered comments to the City Council
Theresa Caringello offered comments to the City Council
Tim Newman offered comments to the City Council

After public comment, City Council members gave lengthy remarks regarding the three options presented. Mayor Pandaleon asked Ms. Czerniak to read a portion of the resolution for the City Council. After further

discussion by the City Council and City Attorney, Alderman Preschlack made a motion to add language to the resolution that would be presented to the Plan Commission on the option to remand.

COUNCIL ACTION: Three options for Council consideration are offered below.

1. Accept the Plan Commission’s recommendation and by motion vote to **deny** the requested zone change and approval of the plat of consolidation and direct staff to prepare findings in support of the denial for Council consideration and final action at the next meeting.

OR

2. Overturn the Plan Commission’s recommendation and by motion vote to **approve** the requested zone change and plat of consolidation contingent upon receiving a recommendation from the Plan Commission on the entirety of the development including the Special Use Permit to allow the Council to take action as determined to be appropriate on the final phase of the McKinley Road Planned Development.

OR

3. **Remand** this matter back to the Plan Commission by a motion approving a Resolution directing the Commission to complete a review of the third phase of the development in its entirety including consideration of the zone change, plat of consolidation and a Special Use Permit.

Alderman Preschlack made a motion to remand the matter back to the Plan Commission and pass the resolution with the addition of language direction to the Plan Commission to put forward the best possible project that provides the best possible transition and include detailed findings of whether or not the applicable findings are satisfied, seconded by Alderman Rummel. The following voted “Aye”: Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted “Nay”: None. 7-Ayes, 0 Nays, 1 Abstention, motion carried.

NEW BUSINESS

ADDITIONAL ITEMS FOR COUNCIL DISCUSSION/COMMENTS BY COUNCIL MEMBERS

ADJOURNMENT

There being no further business Mayor Pandaleon asked for a motion. Alderman Weber made a motion to adjourn, seconded by Alderman Preschlack. Motion carried unanimously by voice vote at 10:32 pm.

Respectfully Submitted
Margaret Boyer, City Clerk

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

INTERGOVERNMENTAL PROGRAM AGREEMENT BETWEEN CITY OF LAKE FOREST, LAKE FOREST, ILLINOIS, (“CITY”) AND THE LAKE BLUFF PARK DISTRICT, LAKE BLUFF, ILLINOIS (“PARK DISTRICT”).

WHEREAS, the City of Lake Forest (City) and the Lake Bluff Park District (Park District) have the authority to enter into an Intergovernmental Agreement pursuant to Article VII, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, it is the Mission of the City and Park District to provide public recreational facilities and programs for the health and welfare of all citizens of their respective communities; and

WHEREAS, it is the Mission of the City and Park District to achieve the goal of being the best-managed, fiscally responsible and appealing community in the United States by promoting a living and working environment built upon a community spirit of cooperation, trust, respect and broad-based citizen involvement; and

WHEREAS, both the City and the Park District wish to encourage community recreational program participation; and

WHEREAS, it is beneficial to both the City and Park District to promote programs and services at unique facilities, thereby reducing duplication of such recreation services; and

WHEREAS, both the City and Park District provide ample and convenient facilities at which to host recreation programs and services, including recreation centers, golf courses, lakefront facilities, parks and unique facilities such as Wildlife Discovery Center, Paddle Tennis Club, Stirling Arts Center and others; and

WHEREAS, both the City and Park District currently collaborate with the following programs and services: Youth/Adult Basketball, Youth/Adult Softball, Paddle Tennis, Golf Course Services and Open Gyms, and wish to continue to seek additional collaborative service and program opportunities; and

WHEREAS, both the City and Park District from time to time cancel programs due to insufficient enrollment;

NOW, THEREFORE, based upon the foregoing premises, the mutual conditions and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **SHARED BROCHURE SPACE.** The City and Park District agree to provide brochure space in each of its seasonal brochures in a joint effort to promote registration for intergovernmental programs and services.
2. **PROGRAM PARTNERING.** The City and Park District may combine its programs and enrollments in an effort to reach minimum enrollment requirements. Revenues and expenditures will be apportioned between the City and the Park District based on the number of registrants in accordance with their residency. In

addition, such apportionment shall be conducted in the manner required to ensure compliance with annual fiscal calendars. In administering this Agreement, each entity shall take such actions as are necessary to further its respective policies, procedures, ordinances, and resolutions.

3. **RESIDENCY REQUIREMENT.** The City and Park District may waive residency requirements for programs where both entities agree and ascertain that it will benefit program enrollment thereby providing greater opportunity to fiscally deliver program services.
4. **DESIGNATION OF CITY REPRESENTATIVE.** The Director of Parks, Recreation and Forestry as designee of the City Manager shall be and is hereby authorized to act on behalf of the City of Lake Forest with respect to this Agreement.
5. **DESIGNATION OF PARK DISTRICT REPRESENTATIVE.** The Executive Director shall be and is hereby authorized to act on behalf of the Lake Bluff Park District with respect to this Agreement.
6. **POTENTIAL CLAIMS.** Any claims residents have against the Park District and/or City regarding the specific memberships and programs offered shall be governed and resolved according to the terms of the membership and program policies.
7. **PERSONAL LIABILITY OF AGENTS.** In carrying out the provisions of this Agreement, or in exercising any power or authority granted to the City of Lake Forest and the Lake Bluff Park District, there shall be no personal or individual liability upon any officer or authorized agent, it being understood that all such persons act as agents and representatives and not personally or individually.
8. **TERM OF AGREEMENT.** This agreement shall be in effect for two years from the date of acceptance by both entities, upon which time the agreement may be extended, amended, or terminated. Annually, each entity will provide a report outlining the programs or service results of the intergovernmental agreement.
9. **NOTICE.** All notices, requests and demands that would substantially alter the afore mentioned agreement shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For City of Lake Forest:

1. Sally Swarthout
Director of Parks, Recreation and Forestry
City of Lake Forest
400 East Hastings Road
City of Lake Forest, IL 60045
2. George A. Pandaleon, Mayor
City of Lake Forest
220 E. Deerpath
Lake Forest, IL 60045

For the Park District:

- 1. John Bealer
Executive Director
Lake Bluff Park District
355 West Washington Avenue
Lake Bluff, IL 60044

- 2. Chris Mosbarger, President
Lake Bluff Park District
355 West Washington Avenue
Lake Bluff, IL 60044

or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 4th day of January 2021.

LAKE BLUFF PARK DISTRICT

By: _____
Park Board President

ATTEST:

By: _____
Park Board Secretary

CITY OF LAKE FOREST

By: _____
City Mayor

ATTEST:

By: _____
City Clerk

THE CITY OF LAKE FOREST

ORDINANCE NO. 2021 – _____

**AN ORDINANCE AMENDING CHAPTER 97
OF THE LAKE FOREST CITY CODE TO ADD PROVISIONS
REGARDING COMMERCIAL ACTIVITIES AT CITY PARKS
AND RECREATIONAL PROPERTIES AND FACILITIES**

Adopted by the City Council
of the City of Lake Forest
this ____ day of _____ 2021

Published in pamphlet form by direction
and authority of The City of Lake Forest
Lake County, Illinois
this ____ day of _____ 2021

THE CITY OF LAKE FOREST

ORDINANCE NO. 2020 – _____

**AN ORDINANCE AMENDING CHAPTER 97
OF THE LAKE FOREST CITY CODE TO ADD PROVISIONS
REGARDING COMMERCIAL ACTIVITIES AT CITY PARKS
AND RECREATIONAL PROPERTIES AND FACILITIES**

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 concerning activities at City Parks, which are codified in Chapter 97 of the City Code; and

WHEREAS, from time to time, it is appropriate to review, update and modify the City of Lake Forest Code to assure that it appropriately reflects current practices, addresses ongoing issues and is clear; and

WHEREAS, The City of Lake Forest desires to update the City Code to regulate commercial activities at City parks and City recreational properties and facilities; and

WHEREAS, on January ____, 2021, the Parks & Recreation Board considered and recommended approval of the proposed Code amendments at its public meeting; and

WHEREAS, the Mayor and City Council, having considered the Parks & Recreation Board's recommendation, have determined that adopting this Ordinance to incorporate regulations on commercial activities at City parks and City recreational properties and facilities, as hereafter set forth, will be in the best interests of the City and its residents;

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 hereby adopted by this reference as findings of the City Council and are hereby incorporated into this Section as if fully set forth.

SECTION TWO: Amendment to Chapter 97 of the City Code. Chapter 97 of the City Code is hereby amended to add a new Section 97.004, which new Section 97.004 shall read as follows:

§ 97.004 Commercial Activities at City Parks and City Recreational Properties and Facilities.

(A) No person, group, or organization shall engage in the commercial sale, rental, exhibition, or distribution of goods or services, including providing instruction or lessons for a fee, in a City park, on City recreational property, or in a City recreational facility unless the person, group, or organization has applied for and obtained a permit or license from the City or has entered into a contract with the City to engage in such commercial activities.

(B) No person, group, or organization shall obstruct or impede pedestrians or vehicles, harass visitors to a City park, City recreational property, or City recreational facility with physical contact, misrepresent the affiliations of those engage in such commercial activities, misrepresent the cost of goods or services, or interfere, interrupt, or engage in commercial activities that are incompatible with the purpose of any program, activity, function, and/or special event conducted, sponsored, licensed, or otherwise permitted by the City.

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 _____, 2021.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this __ day of _____, 2021.

Mayor

ATTEST:

City Clerk

THE CITY OF LAKE FOREST
ORDINANCE NO. 2021 – _____

**AN ORDINANCE APPROVING
AN AMENDED PLAN OF OPERATION AND GOVERNANCE
FOR THE ELECTRICITY AGGREGATION PROGRAM**

Adopted by the City Council
of the City of Lake Forest
this ____ day of _____ 2021

Published in pamphlet form by direction
and authority of The City of Lake Forest

Lake County, Illinois
this ____ day of _____ 2021

THE CITY OF LAKE FOREST
ORDINANCE NO. 2021 – _____

AN ORDINANCE APPROVING
AN AMENDED PLAN OF OPERATION AND GOVERNANCE
FOR THE ELECTRICITY AGGREGATION PROGRAM

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

WHEREAS, pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 (“**Act**”), on March 26, 2012, the Mayor and City Council adopted Ordinance No. 2012-8, authorizing the establishment of a program for the aggregation of electrical loads of residential and small commercial retail customers in the City (“**Electricity Aggregation Program**”); and

WHEREAS, pursuant to the Act on April 2, 2012, the Mayor and City Council adopted Ordinance No. 2012-06, approving a plan of governance for the Electricity Aggregation Program (“**Plan of Governance**”) after completing two duly-noticed public hearings conducted for the purpose of considering that Plan of Governance; and

WHEREAS, the Mayor and City Council now desire to amend the Plan of Governance concerning the available methods of electricity procurement for the City’s Electricity Aggregation Program (“**Amended Plan**”); and

WHEREAS, after public notice was published and provided as required by the Act, the Mayor and City Council held public hearings on February 1, 2021, and February 16, 2021 to consider the Amended Plan; and

WHEREAS, the Mayor and City Council have determined that the adoption of the Amended Plan, as attached to this Ordinance as **Exhibit A**, will serve and be in the best interests of the City and its residents;

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

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

SECTION TWO: **Approval of Amended Plan.** The Amended Plan is hereby approved in substantially the form attached to this Ordinance as **Exhibit A**.

SECTION THREE. **Dissemination of Plan of Governance.** The City Clerk is authorized and directed to disseminate the Amended Plan in the manner or manners that the Clerk determines are most likely to effectively advance the goal of providing residential and small commercial retail customers within the City with information concerning the Amended Plan and the Electricity Aggregation Program.

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

PASSED this ____ day of _____, 2021, by vote of the Mayor and City Council of the City of Lake Forest, as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

Exhibit A
Amended Plan

The City of Lake Forest
Electricity Aggregation Program
Plan of Operation & Governance

~~April 2, 2012~~ February 16, 2021

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I. HISTORY AND PURPOSE OF MUNICIPAL AGGREGATION

Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, the City of Lake Forest is authorized to aggregate the electric loads of small commercial and residential customers located within its municipal boundaries (herein referred to as “municipal aggregation”). As part of the municipal aggregation, the City of Lake Forest may select a retail electric supplier and enter into a service agreement to facilitate the purchase of electricity and related services and equipment on behalf of its residents and small businesses.

Additionally, the Act also states:

The corporate authorities or county board may also exercise such authority jointly with any other municipality or county. Two or more municipalities or counties, or a combination of both, may initiate a process jointly to authorize aggregation by a majority vote of each particular municipality or county as required by this Section.

The municipalities of Deerfield, Glencoe, Highland Park, Lake Bluff, Lake Forest, Northbrook, Park Ridge, and Skokie, voluntarily and through a formal Intergovernmental Agreement, have formed the “North Shore Electricity Aggregation Consortium” (“Consortium”) to facilitate their cooperation toward obtaining the lowest possible electricity rates for their respective residents and small businesses. The Consortium seeks to collectively aggregate the retail electric loads of eligible residents and small commercial retail accounts and to solicit bids for the purchase of that electricity. The City, as a member of the Consortium, ~~has solicited~~intends to solicit bids seeking various pricing options, contract terms, and options for increased volumes of renewable energy. With ~~an estimated 90,000~~its large quantity of eligible electric accounts, the Consortium has the potential to attract lower rates ~~than the~~that are competitive with current default tariff service rates for its residents and small businesses, while also acquiring a cleaner portfolio of power supply.

In accordance with the Act, on November 21, 2011, the City approved Resolution No. 2011-23, authorizing the placement of a referendum on the March 20, 2012 ballot, seeking authority to create an opt-out municipal aggregation program for its residents and small business customers. Voters approved the municipal aggregation referendum at the March 20, 2012 primary election. Record of the authorizing votes for the referendum is included in Attachment A to this Plan of Operation and Governance.

Prior to the passage of the referendum, the Consortium retained the services of a Consultant to assist with planning and implementing the Program, bidding and selecting the electricity supplier, and advising Consortium participating municipalities on public outreach and education related to municipal aggregation.

Residential and small commercial retail customers often lack the resources to conduct due diligence and negotiate favorable terms with alternate retail electric suppliers on their own. The Program not only provides these services, but provides the bargaining power achieved through the size of the Consortium. The municipal aggregation program is designed to create public benefits that do not increase ~~reduce~~ the amount that residents and small businesses pay for electric energy power supply and gain other favorable terms of service. Examples of these benefits may include: reduced electricity supply rates for customers, additional revenue for municipal programs that support energy efficiency and sustainability, and increased utilization of renewable energy in meeting the retail electric needs of consortium Communities.

Neither the Consortium nor its participants will buy or resell power. Rather, the Consortium has competitively bid, and will negotiate, a contract with a competent and licensed alternative retail electric supplier (ARES) on behalf of the Consortium participants to provide electric supply at contracted rates to residents and small

businesses in each Consortium community. The ARES shall provide accurate and understandable pricing and facilitate opt-out notifications. The ARES will also perform ancillary services for the Consortium participants as described in this Plan.

Because the City adopted an opt-out aggregation program, all eligible customers located within the City will participate in the Program unless they affirmatively elect to opt out of the Program. By identifying the procedures by which customers may opt-out of the Program, the City ensures that participation is voluntary and individuals have the ability to decline to participate.

As required by law, this Plan of Operation and Governance describes the City plan for:

- 1) Providing universal access to all applicable residential customers and equitable treatment of applicable residential customers;
- 2) Providing demand management and energy efficiency services to each class of customers; and
- 3) Meeting any other legal requirements concerning aggregated electric service.

Consortium participants conducted a public outreach campaign to educate Consortium residents and small businesses about the Program, and to gather input regarding their preferences for the development of this Aggregation Plan of Operation and Governance. Outreach efforts included public meetings, two statutorily-required public hearings, press releases, and discussions with organizations and residents with a background in energy matters.

The City the Consultant, and the selected ARES will follow the Plan of Operation and Governance set forth in this document. Amendments to this Plan of Operation and Governance may be adopted in accordance with the Act at the option of the City.

II. DEFINITIONS

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

“Act” shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*

“Aggregation” or “Municipal Aggregation” shall mean the pooling of residential and small commercial retail electrical loads located within the municipality for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment, all in accordance with Section 1-92 of the Act.

“Aggregation Consultant” or “Consultant” shall refer to any independent consultant with demonstrated expertise in electric supply contracting that is retained by the City or the Consortium to assist with the implementation of the Program.

“Aggregation Member” or “Member” shall mean a residential or small commercial retail electric account enrolled in the City Municipal Aggregation Program.

“Aggregation Program” or “Program” shall mean the program established by the City to provide residential and small commercial members in the City with retail electric supply, as described in this Plan.

“Alternative Retail Electric Supplier” or “ARES” shall mean an entity certified by the ICC to offer electric power or energy for sale, lease or in exchange for other value received to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers, but shall not include the Electric Utility or the Aggregation Members. For purposes of this Plan, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.

“Ancillary Services” shall mean the necessary services that shall be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, “Ancillary Services” include, without limitation: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generation control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).

“City” shall mean the City of Lake Forest.

“Commonwealth Edison” or “ComEd” shall mean the Commonwealth Edison Utility Company as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Consortium municipalities.

“Consortium” shall mean the North Shore Electricity Aggregation Consortium.

“Default Tariff Service” shall mean the electricity supply services available to eligible retail customers of the Electric Utility.

“Electric Utility” shall mean Commonwealth Edison, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the City.

“Eligible Retail Customer” shall mean a residential and small commercial retail customer of the Utility.

“ICC” shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.

“IPA” shall mean the Illinois Power Agency.

“Joint Power Supply Bid” shall mean the single procurement process utilized by the Consortium on behalf of its participating municipalities to solicit price and service offers from certified Alternative Retail Electric Suppliers.

“Load” shall mean the total demand for electric energy required to serve the City residential and small commercial customers in the Aggregation Program.

“Opt-Out” shall mean the process by which a Member who would be included in the Program chooses not to participate in the Program.

“Opt-Out Notice” shall mean the notice delivered to each Member by the ARES, identifying the procedures and protocols for the Member to opt out of, and choose not to participate in, the Program.

“PIPP” shall mean a Percentage of Income Payment Plan created by the Emergency Assistance Act, 305 ILCS 20-18, to provide a bill payment assistance program for low-income residential customers.

“PJM” shall mean the PJM Interconnection, a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia including the Commonwealth Edison service territory.

“Plan” shall mean this Aggregation Plan of Operation and Governance.

“Power Supply Agreement” shall mean the contract between the City and the Alternative Retail Electric Supplier.

“REC” shall mean Renewable Energy Credits certified in a manner consistent with the requirements of the Illinois Renewable Portfolio Standard.

“Retail Customer Identification Information” shall mean the retail customer information supplied by the Electric Utility to the ARES in connection with the implementation of the Aggregation Program.

“Small Commercial Retail Customer” shall mean a retail customer that consumes 15,000 kilowatt-hours or less of electricity; provided, however, that the definition of Small Commercial Retail Customer shall include such other definition or description as may become required by law or tariff.

III. ROLE OF THE CONSORTIUM

- A. The Consortium, with the assistance of the Consultant, has conducted a Joint Power Supply Bid, utilizing the agreed-to technical specifications, bidder requirements, bidding processes, and contract documents, to select a single Alternative Retail Electric Supplier (ARES). The Consortium has evaluated the bids received and has recommended a single Alternative Retail Electric Supplier to serve as the electricity supplier to all participating municipalities in the Consortium.
- B. After passage of the referenda within the Consortium participant municipalities, the Consortium, with the assistance of the Consultant, prepared and submitted to ComEd a warrant, demonstrating the passage of each Consortium participant’s referendum and requesting the identification of retail and small commercial electric customer account information and generic load profiles for each Consortium participant.
- C. After the adoption of this Plan, the corporate authorities of the City will consider approval of the Power Supply Agreement with the selected ARES for the provision of electrical power to the City’s Program pursuant to the Joint Power Supply Bid.
- D. After the adoption of this Plan, the Consortium, with the assistance of the Consultant, shall prepare data requests for each Consortium participant to submit to ComEd seeking the generic account data of residential and small commercial retail customers for the Consortium participant.

IV. ROLE OF THE CITY

- A. The City shall be responsible for all financial obligations identified in the intergovernmental agreement establishing the Consortium.
- B. The City shall be responsible for issuing all required public notices and conducting all required public hearings concerning this Plan, and any amendments thereto, in accordance with Section 1-92 of the Act.

- C. The City shall be responsible for providing the Consultant and ARES with resources and publicly available material to screen out customers who are not located within the municipal boundaries. Those resources may include any or all of the following: property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, and maps.
- D. The City shall adopt: (1) an ordinance authorizing an opt-out electric aggregation program; and (2) this Plan of Operation and Governance.
- E. The City may accept or reject the Consortium's selected ARES or Power Supply Agreement. The City is under no obligation to enter into any Power Supply Agreement with any ARES and may, in its discretion, choose to have its aggregation members remain on Com Ed's default tariff service, or to re-bid the electric service under the same or amended terms of this Plan.
- F. The City and Consultant will review the customer list to remove ineligible customers; provided however, that the City and Consultant shall have no responsibility to potential aggregation Members or the ARES for the accuracy of the customer account information provided.
- G. The City shall forward to ComEd requests for consumer account data.
- H. The City will maintain the customer information it receives in a confidential manner as required by law, and will use that information only for purposes of its Municipal Aggregation. The City may assign access to the customer information to the Consultant for the purposes of soliciting supply and service bids on behalf of the City. The Consultant is bound by confidentiality requirements in this regard, and shall only access and utilize consumer data at the direction of the City. Customer account information will be considered confidential and will not be disclosed under the Freedom of Information Act, except as required by law.
- I. The City is not responsible for providing electricity to the members of the Aggregation, or for billing or collecting for electricity provided under any ARES power supply agreement, and has no responsibility beyond the duties described herein. ComEd will continue to provide a single bill to Aggregation Members for all electrical charges.

V. ROLE OF THE AGGREGATION CONSULTANT

- A. **Duties.** The Aggregation Consultant shall advise the Consortium and the City and shall assist the City with the development and implementation of its Municipal Aggregation Program, including advising staff and elected officials on all aspects of the program; developing all necessary documents, soliciting and reviewing bids received, making recommendations as appropriate, and monitoring the ARES' compliance with the requirements of the Power Supply Agreement.
- B. **Required Independence and Disclosures.** As required by the Electric Service Customer Choice Act, 220 ILCS 5/16-101 *et seq.*, the Consultant will be in a fiduciary relationship with the Consortium and owes the Consortium and its participating municipalities the duty of loyalty and independent judgment. The Consultant will be disqualified if it acts as the agent for any ICC-certified ARES. It is the duty of the Consultant to disclose any such relationships to the Consortium and to the City and to terminate its agency for the ARES in the event of such a relationship. Breach of these terms may result in the termination by the Consortium of the agreement between the Consortium and the Consultant.

- C. Fee. The Consultant shall be paid directly by the Consortium in accordance with the separate agreement between the Consortium and the Consultant. The Consortium will be reimbursed by the ARES with whom the City enters into a Power Supply Agreement, in a manner to be approved by the Consortium and the City.
- D. Confidentiality. The Consultant shall not have access to any confidential customer account information unless so allowed by the City and bound by a confidentiality agreement. In the event the Consultant becomes privy to any confidential customer account information, it agrees not to use that information for any purposes outside the scope of the services provided by its agreement with the Consortium, and specifically agrees not to use for itself, or to sell, trade, disseminate or otherwise transfer, that information to any other party for any purpose other than in furtherance of the Aggregation Program.
- E. Consortium Assistance. The Consultant shall advise the City on any changes in laws, rules, tariffs or any other regulatory matter that impacts the Aggregation during the term of the Power Supply Agreement.
- F. Ownership of Work Product. The Consultant shall not: (1) use any City or Consortium work product for any other client; or (2) represent any City or Consortium work product as its own.

VI. POWER SUPPLY AGREEMENT

The City, at its option, will execute a Power Supply Agreement with the selected ARES, in accordance with the following:

- A. Term. The City's first Power Supply Agreement shall be for a minimum of a one-year period. If the Agreement is extended or renewed, the Consultant will notify the City of changes in the rules of the ICC and IPA that require changes in rates or service conditions. The City will have the discretion to set the length of any subsequent contract term.
- B. Rate. The agreement shall specify the approved rates or pricing structure and the power mix for the Program, and shall specify additional fees (if any).
- C. Supply of Power. The ARES shall supply electricity for the program that includes: (1) the minimum renewable energy resources required by the State of Illinois Renewable Portfolio Standard; and (2) at the option of the City, electricity that exceeds the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard by securing Renewable Energy Credits sourced through PJM-registered hydroelectric, wind, solar, photovoltaic or captured methane-landfill gas. ~~The Power Supply Agreement may also provide that the City and the ARES will cooperate in good faith to implement a process by which individual customers may elect, in their sole discretion and at their own expense, electricity in excess of the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard.~~
- D. Compliance with Requirements in the Bid. The agreement shall require the ARES to maintain all required qualifications, and to provide all services required pursuant to the Joint Power Supply Bid.
- E. Compliance with Plan. The Agreement shall require the ARES to provide all services in compliance with this Plan, as may be amended. Specifically, and without limitation of the foregoing, the ARES shall provide the City with such reports and information as required in this Plan.

- F. Non-Competition. The ARES must agree not to solicit or contract directly with eligible Aggregation Program members for service or rates outside the Aggregation Program, and agrees not to use the member information for any other marketing purposes.
- G. Hold Harmless. The ARES must agree to hold the City harmless from any and all financial obligations arising from the Program.
- H. Insurance. The ARES shall obtain and maintain, for the duration of the Power Supply Agreement, such proof of insurance and performance security as the City deems necessary.
- I. Additional Services. The Agreement may provide that the ARES will assist the City in developing a Member Education Plan. The Agreement may provide that the ARES will assist the City in developing Energy Efficiency and/or Demand Response programs. The Agreement will not preclude the City from developing its own Member Education, Energy Efficiency, and Demand Response programs. The Agreement may also provide that the ARES will assist the City in developing and managing programs that expand Member access to energy-related services and products deemed appropriate by the City.
- J. Fees and Charges:
1. Additional Fees Prohibited. Neither the City nor the ARES will impose any terms, conditions, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is: (a) identified in this Plan; and (b) clearly disclosed to the Member at the time the Member enrolls in, or chooses not to opt out of, the Program.
 2. ComEd will continue to bill for late payments, delivery charges, and monthly service fees. These charges apply whether or not a Member switches to the ARES.
 3. Termination, Enrollment, and Switching Fees shall not be charged except as permitted by this Plan.
- K. Costs. All costs of the aggregation program development and administration will be paid by the ARES. Specifically, and without limitation of the foregoing, the ARES shall reimburse the City for all professional, legal, Consultant, and administrative costs incurred by the City in connection with its adoption of its Aggregation Program and the negotiation and execution of the Power Supply Agreement.
- L. Termination of Service.
1. End of Term. The Power Supply Service Agreement with the ARES will terminate upon its expiration. In the event that a renewal or new Power Supply Service Agreement has not been executed, the ARES will continue to provide service on a month to month basis after the expiration of the contract term until the City provides it with 30 day written notice to discontinue providing service, at the rate set forth in the Power Supply Service Agreement.
 2. Early Termination. The City will have the right to terminate the Power Supply Agreement prior to the expiration of the term in the event the ARES commits any act of default. Acts of default include but are not limited to the following:
 - a. Breach of confidentiality regarding Member information;

- b. The disqualification of the ARES to perform the services due to the lapse or revocation of any required license or certification identified as a qualification in the Joint Power Supply Bid;
- c. Com Ed's termination of its relationship with the ARES;
- d. Any act or omission which constitutes deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice;
- e. Billing in excess of the approved rates and charges;
- f. Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges; or
- g. Failure to perform at a minimum level of customer service required by the City.

Upon termination for any reason, the City will notify ComEd to return the Aggregation Members to the Default Tariff Service. Upon termination, each individual Member will receive written notification from the City of the termination of the Program.

VII. PRICING

~~A. Pricing Methodology. The City and the Consortium intend to establish a price for the purchase of electricity for the Program by first setting a fixed price for the vendor margin to be paid to the selected ARES, and then by adding the established vendor margin to the market price. The City and the Consortium reserve the right to establish a price through a different methodology as may be developed by the City, the Consortium, and the selected ARES.~~

~~B. Commodity Price Settlement. The Consortium and the Consultant will request and receive from the selected ARES daily market price quotes for a period of not less than 12 months, upon: (i) the approval of the referendum in each municipality participating in the Consortium; (ii) approval by each municipality of the Program and the Plan; and (iii) execution by each municipality of its Power Supply Agreement with the selected ARES. The daily market price quotes will detail the line item costs of energy supply, capacity, transmission, and ancillary services available to the Consortium that day. The daily market price quotes will be reviewed by the Consultant to establish that the individual pricing details are (i) consistent with market prices and tariffs; and (ii) consistent with the terms of the Power Supply Agreement. If the daily market price quote is deemed unacceptable, the Consortium municipalities will not be obligated to accept the pricing. If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform the representatives of each Consortium participant of the price and pricing components and recommend acceptance. If accepted, the representatives of each Consortium participant will affirm acceptance of the commodity price plus the approved vendor margin verbally and in writing to the selected ARES on that same day.~~

A. Commodity Price Rate or Structure. The Consortium and the Consultant will request and consider fixed or variable commodity price offers from one or more ARES as part of a competitive procurement process.

C.B. Recording. The commodity price or price structure established for the Consortium will be added to the pricing appendix in each Consortium participant's Power Supply Agreement. Costs associated with

additional Renewable Energy Credits may be added to the commodity price or price structure settlement at the discretion of the City.

VIII. IMPLEMENTATION PROCEDURES

- A. Development of Member Database. Pursuant to ICC regulations, after this Plan is approved by the City, the City Manager or his or her designee will then submit a Direct Access Request and Government Authority Aggregation Form to ComEd (ILL.C.C. No.10 Rate GAP Government Aggregation Protocols, Sheets 406-411, April 17, 2011), requesting that it provide the City with Retail Customer Identification Information. ComEd will provide the City with the requested information within 10 business days after receiving the request in accordance with those adopted protocols.

After selecting and contracting with an ARES, the City, with the assistance of the Consultant, under confidential agreement with the ARES, will work with the ARES to remove any customers determined to be ineligible due to one or more of the following:

1. The customer is not located within the City;
2. The customer has a pre-existing agreement with another ARES and has not delivered to the City a written request to switch to the Aggregation Program;
3. The customer has free ComEd service;
4. The customer is an hourly rate ComEd customer (real time pricing);
5. The customer is on ComEd's electric heat rate;
- ~~6.~~ 6. The customer has a community solar subscription; or-or
- ~~7.~~ 7. The customer is on a ComEd bundled hold (i.e. the customer recently terminated service from a different ARES and re-established service through ComEd).

The ARES and the City will complete this eligibility review within 5 business days.

The Retail Customer Identification Information will remain the property of the City, and the ARES will comply with the confidentiality and non-compete provisions in the Power Supply Agreement.

After the Retail Customer Identification Information is reviewed, the ARES will mail the Opt-Out Notices described below to all eligible account holders within the boundaries of the City.

Except as expressly permitted in the Power Supply Agreement, the ARES shall treat all customers equally and shall not deny service to any customer in the Aggregation, or alter rates for different classes of customers other than by offering the rates set forth in the Power Supply Agreement.

- B. Maintenance of Accurate and Secure Customer Records. The ARES will maintain a secure database of Customer Account Information. The database will include the ComEd account number, and ARES account number of each active Member, and other pertinent information such as rate code, rider code (if applicable), and usage and demand history. The database will be updated on an ongoing basis.

The ARES shall preserve the confidentiality of all Aggregation Members' account information and of the database, and shall agree to adopt and follow protocols to preserve that confidentiality. The ARES, as a material condition of any contract, shall not disclose, use, sell or provide customer account information to any person, firm or entity for any purpose outside the operation of this Municipal Aggregation Program. This provision will survive the termination of the agreement. The City, upon receiving customer information from ComEd, shall be subject to the limitations on the disclosure of that information described in Section 2HH of the Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/2HH. The ARES will keep Customer Account Information for a minimum of two years following the termination of the Power Supply Agreement.

- C. Opt-Out Process. The City's Aggregation is an opt-out program pursuant to 20 ILCS 3855/1-92. Any eligible electric account that opts out of the Program pursuant to the procedures stated below will automatically be placed on the ComEd default tariff service unless and until the accountholder chooses another ARES.
1. Manner of Providing Notices and Information. The ARES will be required to pay for printing and mailing of all Aggregation and Opt-Out Notices on City envelope and letterhead. The ARES will mail Aggregation and Opt-Out Notices to the eligible account holders within the boundaries of the City at the address provided with the Retail Customer Identification Information provided by ComEd. The ARES must manage the Opt-Out Notice process under the supervision of the City and the Consultant. A single database must be used to track account enrollment and billing data.
 2. Content of Notice. The City and the ARES will agree to the format and contents of the Aggregation and Opt-Out Notices prior to distribution or mailing. No such Notice shall be distributed or mailed except upon the express prior approval of the City. The Notice will inform the electric account owner of the existence of the Aggregation Program, the identity of the ARES, and the rates to be charged. The Notice will also inform PIPP customers of the consequences of participating in the Aggregation.

The Notice will provide a method for customers to opt out of the Aggregation Program. The Notice shall indicate that it is from the City, and include the City name and logo on the envelope. The Notice shall be signed by a duly-authorized representative of the City.

Aggregation Members shall have 21 calendar days from the postmark date on the notice to mail the Opt-Out card back to the ARES stating their intention to opt out of the City Aggregation Program ("*Opt-Out Period*"). The ARES may offer additional means of opting out, such as a toll-free number, website, smart device quick response code, email address or fax number, each of which must be received within the Opt-Out Period. Upon receipt of an opt-out reply, the ARES will remove the account from the Aggregation Program. The time to respond shall be calculated based on the postmark date of the notice to the customer and the postmark date of the customer's response.

After the expiration of the Opt-Out Period, the Member list shall become final. All customers who have not opted out will be automatically enrolled as Members in the Program. Customers will not need to take any affirmative steps in order to be included in the Program.

In the event that an eligible Aggregation Member is inadvertently not sent an Opt-Out Notice, or is inadvertently omitted from the Program, the ARES will work with the City and the Member

to ensure that the Member's decision to remain in, or opt out of, the Program is properly recorded and implemented by the ARES.

3. Notification to ComEd. Pursuant to ILL.C.C. No.10, Rate GAP, after the Opt-Out Notice period has expired, the ARES shall submit the account numbers of participating Aggregation Members to ComEd and the rate to be charged to those members pursuant to the Power Supply Agreement. The ARES will provide that information to ComEd in the format ComEd requires.
4. ComEd will then notify members that they have been switched to the ARES and provide the member with the name and contact information of the ARES. Members will have the option to rescind their participation in the program according to procedures established by ComEd and the ARES.

D. Activation of Service. Upon notification to ComEd, the ARES will begin to provide electric power supply to the members of the Aggregation Program without affirmative action from the members. The service will begin on the member's normal meter read date within a month when power deliveries begin under the Aggregation Program.

E. Enrollments:

1. New Accounts. The ARES must facilitate the addition of new member accounts to the Aggregation Program during the term of the Power Supply Agreement. Residents and businesses that move into the community after the Opt-Out Period will NOT be automatically included in the Aggregation Program. Members wishing to opt-in to the Aggregation Program may contact the ARES to obtain enrollment information. All new accounts shall be entitled to the rates set forth in the Power Supply Agreement.
2. Re-Joining the Aggregation Group. After opting out, Members may rejoin the Program at a later date in the same manner as new residents moving into the City. These members may contact the ARES at any time to obtain enrollment information. The ARES must make commercially reasonable efforts to provide electric power supply to all such re-joining Members at the rates set forth in the Power Supply Agreement.
3. Percentage of Income Payment Plan (PIPP) participation. The ARES must facilitate billing for residents enrolled in the PIPP bill payment assistance program for low-income residential customers. The ARES must also notify PIPP customers of the consequences of participating in the Aggregation.
4. Change of Address. Members who move from one location to another within the corporate limits of the City shall retain their participant status, pursuant to Section VIII.G.4 of this Plan.
5. The ARES will establish procedures and protocols to work with ComEd on an ongoing basis to add, delete or change any member participation or rate information.

F. Member Services:

1. Program Management and Documentation: The ARES must have standard operating procedures in place that govern Member education, Opt-out notification, Member inquiries, and public outreach regarding the Aggregation Program.
2. Member Inquiries.
 - a. Procedures for Handling Customer Complaints and Dispute Resolution. Concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or the ARES, and any unresolved disputes should be directed to the ICC.
 - b. Telephone Inquiries. The ARES must maintain a local or toll-free telephone access line which will be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives will be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90 percent of the time under normal operating conditions, measured on a quarterly basis.
 - c. Internet and Email. The ARES must establish and maintain a website for the Aggregation Members. The website will provide basic information concerning the Aggregation Program and will facilitate member inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform must be generated within 24 hours.
 - d. Multilingual Services. The ARES must provide customer service for Members requiring non-English verbal and written assistance.
 - e. Hearing Impaired. The ARES must provide customer service for hearing impaired Members.
3. The ARES will provide the Aggregation Members with updates and disclosures mandated by ICC and IPA rules.

G. Billing and Fees.

1. Collection and credit procedures remain the responsibility of ComEd and the individual Aggregation Member. Members are required to remit and comply with the payment terms of ComEd. The City will not be responsible for late payment or non-payment of any Member accounts. Neither the City nor the ARES shall have separate credit or deposit policies for Members.
2. Early Termination. Members may terminate service from the ARES without penalty if they relocate outside of the City. Members who did not opt out of the Program during the Opt-Out Period and who later leave the Program for other reasons may be assessed an early termination

fee by the ARES in the amount set forth in the Power Supply Agreement, but in no event in an amount greater than \$25.

3. Enrollment Fee. For any new Member that joins the Program after the activation of service by the ARES for the City, the ARES may charge an enrollment fee only to establish service at a property for which the ARES had not previously provided service in the preceding 30 days. The ARES shall not charge any enrollment fee with respect to any property for which the identity of the Member is changed but at which service is interrupted for a period of less than 30 days. Any enrollment fee authorized pursuant to this Paragraph shall be in the amount set forth in the Power Supply Agreement, but in no event in an amount greater than \$25.
4. Switching Fee. Members changing residency within the City will not be assessed early termination or enrollment fees. The ARES shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the City prior to the expiration of the contract term, providing that the Member notifies the ARES of his or her desire to do so with 30 days' notice. Moving within the City may cause the Member to be served for a brief period of time by ComEd. The ARES shall have the right to bill the participant for any associated switching fee imposed by ComEd.

H. Reliability of Power Supply: The Program will only affect the generation source of power. ComEd will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with ComEd. If Members have service reliability problems, they should contact ComEd for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, ComEd is required to be the "Provider of Last Resort," meaning that should the Vendor fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, ComEd will immediately provide any supplemental electricity to the Members as may be required. ComEd would then bill the ARES for the power provided on their behalf, and the Members would incur no additional cost therefor.

IX. ADDITIONAL SERVICE TERMS AND CONDITIONS

- A. Member Education. At the direction of the City, the ARES will assist the City in developing a Member Education Plan.
- B. Reporting. The ARES will provide to the City and to the Consultant the following reports:
 1. Power Mix Reporting. The ARES will deliver quarterly reports to the City and the Consultant which substantiate that: (a) it generated or purchased electricity with the claimed attributes in amounts sufficient to match actual consumption by the City; (b) the electricity was supplied to the interconnected grid serving the City.

The report will show the source of the power and demonstrate that the power was provided in accordance with Renewable Portfolio Standards and the federal Clean Air Act regulations and permits.

2. REC Reporting. The ARES will deliver reports that provide competent and reliable evidence to support the fact that it purchased properly certified REC in a sufficient quantity to offset the non-renewable energy provided in the mix.

3. Aggregation Reports. The ARES will provide the City with quarterly reports showing the number of Members participating in the Aggregation Program and the total cost for energy provided to the Aggregation as compared to the ComEd's default tariff service rates. In addition, the ARES will report its efforts at member education.
- C. Limitation of Liability. The City shall not be liable to Aggregation Members for any claims, however styled, arising out of the aggregation program or out of any City act or omission in facilitating the Municipal Aggregation Program.

X. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan will be available from the City free of charge at www.cityoflakeforest.com. Call 847-234-2600 for more information. Any electric customer, including any participant in the City's aggregation program, may contact the Illinois Commerce Commission for information, or to make a complaint against the Program, the ARES or ComEd. The ICC may be reached toll free at 217-782-5793.