

**THE CITY OF LAKE FOREST  
CITY COUNCIL AGENDA**  
Monday June 21, 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/87195192246?pwd=cmt2VHJ0eHZVaXJybGg5QUpkM2lJZz09>

Webinar ID: 871 9519 2246

Passcode: 1861

**CALL TO ORDER AND ROLL CALL**

**6:30 p.m.**

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

**PLEDGE OF ALLEGIANCE**

**REPORTS OF CITY OFFICERS**

<b>1. COMMENTS BY MAYOR</b>
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- A. "Spirit of CROYA" Margot Martino Essay Contest Winners
  - Todd Nahigian, CROYA Manager

<b>2. COMMENTS BY CITY MANAGER</b>
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- B. Update On Deerpath and Route 41
  - Michael Thomas, Director of Public Works

### 3. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL

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

### 4. COMMITTEE REPORTS

#### FINANCE COMMITTEE

##### 1. Consideration of the Annual Appropriation Ordinance for FY2022 and Approval of Rollovers (*First Reading*)

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

**PURPOSE AND ACTION REQUESTED:** Staff requests approving the first reading of the FY2022 appropriation ordinance and rollovers.

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

There are some differences between the budget and Appropriation Ordinance. The Appropriation Ordinance includes the Library, which was not included in the budget approved at the April 19, 2021 City Council meeting. The Library expenses are approved by the Library Board. Debt service payments are included in the budget, but are excluded from the Appropriation Ordinance. The ordinances approving the bond issues serve as the legal authorization for these annual expenditures.

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

In order to provide more accurate and efficient accounting and budgeting of City funds, an annual rollover of funds is required. This eliminates both under and over budgeting of funds in the new fiscal year. The items on the attached rollover list (**page 12**) consist of projects that were appropriated in FY2021 and will not be completed until FY2022. The list is preliminary at this stage as FY2021 invoices are still being paid, but will be finalized for final reading in July.

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

estimates and subject to change, but are not available until second and final reading of the Ordinance.

For FY22, an Exhibit has been added to the Appropriations Ordinance to address requirements of the Illinois Pension Code and Illinois Administrative Code.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
City Council	April 19, 2021	Adoption of FY22 Comprehensive Plan

**BUDGET/FISCAL IMPACT:** The attached Appropriation Ordinance Worksheet (**page 13**) demonstrates the reconciliation of the FY2022 Adopted Budget to the Appropriation Ordinance by fund.

**COUNCIL ACTION:** Approve first reading of the FY2022 Appropriation Ordinance (page 14) and the rollovers. A copy of the ordinance is available for review by the public in the City Clerk's office. A public hearing will be conducted on July 19, 2021 in conjunction with second reading of the ordinance

**ENVIRONMENTAL SUSTAINABILITY COMMITTEE**

1. Report on Power Supply Agreement and Community Choice Aggregation Program  
-Melanie Rummel, Chairman
2. Update on City Council Sustainability Survey  
-Melanie Rummel, Chairman
3. Deerpath Golf Course Environmental Initiatives  
-Vince Juarez, Regional Operations Executive, Kemper Sports Management

<b>5. ITEMS FOR OMNIBUS VOTE CONSIDERATION</b>
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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 of 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 its April 6, 2020, City Council meeting, the City Council extended the Declaration to the next City Council meeting which was June 7, 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 June 21, 2021.

**REVIEW/RECOMMENDATIONS:** Following the Mayor exercising his authority to issue a Declaration of a Local State of Emergency on April 2, 2020. The City Council Approved the Mayor's Declaration on the following dates; 4/6/2020, 4/20/2020, 5/4/2020, 5/18/2020, 6/1/2020, 6/15/2020, 7/20/2020, 8/3/2020, 9/8/2020, 10/5/2020, 10/19/2020, 11/2/2020, 11/16/2020, 12/7/2020, 1/19/2021, 2/1/2021, 2/16/2021, 3/1/2021, 3/15/2021, 4/5/2021, 4/19/2021, 5/3/2021, 5/17/2021 and June 7, 2021.

**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 June 7, 2021, City Council Meeting Minutes**

A copy of the minutes can be found beginning on **page 26**

**COUNCIL ACTION:** Approval of June 7, 2021, City Council Meeting Minutes.

## **3. Consideration of an Ordinance Amending the City of Lake Forest City Code Regarding Alcoholic Beverages (First reading and if appropriate final approval)**

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

**PURPOSE AND ACTION REQUESTED:** At the direction of the City's Liquor Commissioner, Staff is requesting consideration of an Ordinance adopting an update to the City's Liquor Code.

**BACKGROUND AND DISCUSSION:** The City's regulations governing alcoholic beverages are codified in Chapter 111 of the City Code, which is referred to as the City's Liquor Code. The City's Liquor Code has been amended many times over the previous years. Some of the existing provisions of the Liquor Code have become obsolete, and Staff has identified other provisions that require updating or minor revision. Staff has been working with the City Attorney over the past several months on an update to the Liquor Code to address these issues.

The proposed ordinance can be found beginning on **page 30**. Additionally, a redlined version of the Liquor Code showing all of the proposed amendments can be found beginning on **page 63**. The proposed ordinance amends multiple sections of the Liquor Code. A summary of the revisions follows:

- Several provisions of the Liquor Code were duplicative, which have been removed.
- Section 111.04 and Section 111.078 addressed the same general topic, and have been consolidated.

- Multiple license classifications have become obsolete and are no longer in use or necessary. The proposed ordinance eliminates the Class A-4, Class C-4, Class F-1, Class H-1, Class H-2, and Class I-2 licenses.
- Several license classifications have been updated for clarity or redundancies, and to address current trends in license applications.
- The Class B-1 License has been amended to more accurately reflect its application to the Deerpath Golf Course.
- The Class C-3 License has been clarified as an add-on license to allow outdoor service for holders of a Class C-1, C-2, E-1, or J liquor license.
- The Class E-1 License has been shortened to apply generally to alcohol sales at hotels.
- The Class F-4 License has been amended to apply only to a specific date range.
- The insurance requirements for licensees have been clarified.
- The requirement for a licensee to provide a \$2,000 surety bond, which was to be forfeited in the event of license revocation, has been deleted.
- Section 111.044 has been amended to reflect a change in State Law that eliminated the United States citizenship requirement for liquor licensees.
- Section 111.076 has been amended to clearly state that anyone under the age of 21 may not pour or serve alcohol within the City.

**BUDGET/FISCAL IMPACT:** There will be a minimal impact on liquor license revenues due to the elimination and consolidation of liquor license classifications and corresponding changes to liquor license fees, but the proposed Ordinance will not have any direct impact on City revenues or its budget.

**COUNCIL ACTION:** Consideration of an Ordinance Amending the City of Lake Forest City Code Regarding Alcoholic Beverages (First reading and if appropriate final approval)

**4. Consideration of an Ordinance Amending the Fee Schedule to reflect changes to the Liquor Code (First Reading, and if appropriate final Approval)**

STAFF CONTACT: Margaret Boyer, City Clerk (847)810.3674

**PURPOSE AND ACTION REQUESTED:** Staff requests approving the first reading and if appropriate final approval of the proposed Ordinance beginning on **page 96**.

**BACKGROUND/DISCUSSION:** City Staff and the City Attorney have gone through the process of reviewing the City's current liquor license holders and current Liquor code. As part of the process, each license class was reviewed. Multiple license classifications that have become obsolete have been eliminated, and others have been amended to reflect current trends. As such, in addition to the amendments to the Liquor Code, staff requests approval of changes to several of the Liquor License fees. One example is the C-3 license category, which allows for certain existing license holders to serve alcohol outside. Given the popularity and expansion of outdoor service during the pandemic, the City will keep the CLASS C-3 license category, but will no longer charge an additional fee for the license. All other license classification language was reviewed, consolidated, updated, and eliminated outdated language and unused license categories.

**BUDGET/FISCAL IMPACT:** Annual revenue loss from the CLASS C-3 license will be a total of \$2100, there will be no other revenue losses from the changes.

COUNCIL ACTION: Consideration of an Ordinance Amending the Fee Schedule to reflect changed to the Liquor Code (*First Reading, and if appropriate Final Approval*)

**5. Approve the Purchase of Dual Band Capable Portable Radios for the Fire Department from State Bid Vendor Motorola Solutions**

STAFF CONTACT: *Fire Chief Pete Siebert, 847.810.3864*

**PURPOSE AND ACTION REQUESTED:** Staff requests City Council grant authorization to purchase 10 Motorola DUAL BAND Capable radios, necessary accessories. The digital Motorola DUAL BAND radios will replace current radio's which are no longer manufactured, have diminishing replacement parts availability, are past standard end-of-life usage capabilities and provide little-to-no interoperable communications.

**BACKGROUND/DISCUSSION:** The Lake Forest Fire Department is currently a member of the Lake Shore Radio Network (LSRN), an intergovernmental consortium operating and maintaining a 30+ year old VHF radio communications and tower system. The system transmission quality has degraded over the years, necessitating many electronic patches and work-a-rounds, and has now reached the point where several member communities have experienced multiple issues regarding the quality of the radio system operation. A multitude of LSRN tests, checks, studies, and equipment adjustments have been attempted system-wide to improve transmission and reception quality without success.

**Discounted Pricing:** Radio pricing is established by state bid. Motorola is under state contract with fixed pricing until 2022. Following negotiations, Motorola offered a 37% discount for Glenview consolidated dispatch agencies, which includes reductions of 25% using State-bid pricing and an additional 12% Motorola equipment reduction.

**Improved Coverage:** Currently, there are radio signal coverage gaps in buildings that are frequently visited in the community by public safety as well as areas along the bluffs, beaches and ravines. With the assistance of Glenview Dispatch, DUAL BAND radios were tested by Lake Forest Fire Department staff with a noticeable improvement for both in and out-of-building coverage.

**Interoperability:** The compromised ability of Lake Forest FD in communicating directly with Lake Forest PD in the future, if we stay with our current radio system, would be ineffective, inefficient and constitute serious officer and public safety issues. The two departments routinely work together on incidents. The Dual Band radios will also enhance communications on calls for mutual aid.

**Replace Aging Units:** Some of our current VHF portable radios have reached end-of-life operating parameters, been discontinued, have diminishing access to spare parts inventory, and require maintenance that is no longer provided by Motorola. Replacing the obsolete units with a new dual band radio allows for more flexibility and future programming options.

**BUDGET/FISCAL IMPACT:** Has City staff obtained competitive pricing for the proposed goods/services? **NO**

If no, indicate the specific exception or waiver requested:  
Administrative Directive 3-5, Section 6.1D – Government Joint Purchase

### Motorola Agreement and Pricing

Motorola has offered the City a substantial reduction in price of 37% off equipment, as a member of the Glenview consolidated dispatch system.

The Department intends to utilize these 10 radios full-time in conjunction with our current inventory of VHF radios.

Below is an estimated summary of Project budget:

FY2022 Funding Source	Account Number	Amount Budgeted	Amount Requested	Budgeted? Y/N
Emergency Telephone Fund (JETSBB)	205-7552-475.75-18	\$50,000	\$49,435.80	Y

**COUNCIL ACTION:** Approve the Purchase of Dual Band Capable Portable Radios for the Fire Department from State Bid Vendor Motorola Solutions.

**6. Authorize the Mayor and City Clerk to Enter Into a Power Supply Agreement, in substantially the form presented, with MC-Squared Energy Services, LLC.**

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

**PURPOSE AND ACTION REQUESTED:** The Environmental Sustainability Committee recommends that City Council authorize the Mayor and City Clerk to enter into a Power Supply Agreement ("Agreement") with MC-Squared Energy Services, LLC. The Agreement will be for a term of 36-months, beginning in August 2021, and ending in August 2024.

**BACKGROUND/DISCUSSION:** In 2011, the Cities of Highland Park, Lake Forest and Park Ridge, and the Villages of Deerfield, Glencoe, Lake Bluff, Northbrook and Skokie established the North Shore Electricity Aggregation Consortium ("NSEAC") through an intergovernmental agreement to act as a collective body of municipalities to explore, create and manage municipal electric aggregation programs on behalf of their residents and eligible businesses.

Following a successful referendum in Lake Forest, the City Council established a three-year opt-out electricity aggregation program in collaboration with the NSEAC in 2012, which saved over \$4.1 million in electricity supply charges for Lake Forest residents. The City's municipal aggregation program has been idle since 2017 when ComEd supply rates began to fall and guaranteed rate savings were no longer achievable for residents.

Since this time, the NSEAC has been monitoring the energy supply market and exploring a new aggregation model, called Community Choice Aggregation, that could provide a municipality financial savings to purchase renewable energy credits or invest in other sustainability efforts without the risk of increasing electricity supply rates for local customers. Through this type of program, financial savings would be generated by moving some, but not all, residents and small business electrical supply accounts to an alternate energy supplier. City staff previously presented an overview of this program and concept to City Council

during two public hearings that were held in February to amend the City's Plan of Operation and Governance, which governs the City's aggregation program. The City Council adopted the amended Plan of Operation and Governance on February 16, 2021.

This past March, the NSEAC members jointly solicited proposals for energy supply and services from qualified and licensed Retail Electric Suppliers to establish a Community Choice Aggregation program. The NSEAC received one responsible proposal and met in April to review and recommended that MC Squared Energy Services, LLC., be awarded a three-year agreement for this program. A copy of the Power Supply Agreement is included in the agenda packet beginning on **page 100**.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Environmental Sustainability Committee	6/16/2021	Discussed and recommended referral of item to City Council
City Council	2/16/2021	Public Hearing #2 Held
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 Hearings

**BUDGET/FISCAL IMPACT:** There are costs associated with establishing an aggregation program which pertain to legal fees pertaining to procurement and contract reviews. Based on the proposal received from MC Squared Energy Services, LLC., The City will be eligible for an annual contribution of approximately \$90,000, or roughly \$270,000 over the three-year term of the agreement.

These 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. Staff is reviewing the possibility of creating a new fund to dedicate these revenues for renewable energy purchases and other environmental sustainability initiatives. Staff will bring any recommendation on a new fund for these revenues to the City Council as part of the budgeting process.

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

**COUNCIL ACTION:** Authorize the Mayor and City Clerk to Enter Into a Power Supply Agreement, in substantially the form presented, with MC-Squared Energy Services, LLC.

**COUNCIL ACTION:** Approval of the six (6) omnibus items as presented.

**6. OLD BUSINESS**

**7. NEW BUSINESS**



<b>8.      ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS</b>
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<b>9.      ADJOURNMENT</b>
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A copy of the Decision Making Parameters is included beginning on **page 10** of this packet.

An instruction guide on how to participate at a City Council meeting is included beginning on **page 11**.

Office of the City Manager

June 16, 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.*

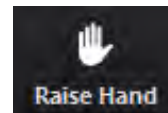
## CITY COUNCIL – REMOTE ACCESS MEETING GUIDE

### **Rules:**

- [An online guide to using Zoom is available here](#)
- Participants can join using the Zoom application, using the call in number located at the top of the agenda, or can stream the meeting live via YouTube.
- All Participants should use their real name (first and last) to identify themselves in the meeting.

### **Public Participation:**

- Please wait to be recognized by a staff member, and the Mayor prior to making your comment.
- If you would like to address your public comment to the City Council live, you can use one of two options
  - The Raise hand function via the zoom application.
    - If you are using the raise hand function, wait to be promoted to turn on your microphone to make a comment. There is a slight delay after you are promoted. You can then unmute yourself and address your comments to the City Council.
  - Calling the public comment line at 847-810-3643
    - If you are calling the public comment line, be sure to step away from your computer or TV, where you are watching the meeting, to avoid feedback.



	Device	Audio	Connection
<b>Ideal</b>	Zoom app on a desktop or Laptop	A headset with microphone	Wired connection via Ethernet
<b>Better</b>	Zoom app on a mobile phone or tablet	A headset (using built-in microphone) Using a phone to dial in	Connected Wirelessly via WiFi
<b>Okay</b>	Calling into conference line (without Zoom app)	Computer speakers (using built-in microphone) Speakerphone on phone	Connected via 4G / LTE (cellular data) Using a phone to dial in
<b>Tips</b>	Make sure your device is fully charged and you have access to Zoom on your device	When Participating, pick a quiet space to avoid any background noise	If you have to use WiFi, try to pick a workspace close to your router.

**CITY OF LAKE FOREST - FY21 ROLLOVERS**

<b>GL Number</b>	<b>PO #</b>	<b>Vendor Name</b>	<b>Balance</b>	<b>Description</b>
101-1101-414.29-10	110351	LF/LB CHAMBER OF COMMERCE	5,500.00	BOARD/COMMISSION RECOGNITION
101-1701-414.29-14	110044	MIDWEST LEADERSHIP INSTITUTE	10,000.00	TRAINING ACADEMY
101-1701-414.29-51		N/A	10,000.00	EMPLOYEE RECOGNITION
101-2501-484.84-95		N/A	10,000.00	DIALOGUE NEWSLETTER DESIGN SERVICES
101-3401-435.35-10	109775	TESKA ASSOCIATES INC	11,655.98	COMP PLAN UPDATE RT 60
101-3401-435.35-10	110163	TESKA ASSOCIATES INC	9,503.75	B-1 DISTRICT UPDATE
101-3748-435.35-10	110340	WISS JANNEY ELSTNER ASSOC	24,175.00	BRIDGE INSPECTIONS
101-5138-461.61-11	109472	SUPREME CASTING INC	18,717.20	LIGHTING MATERIALS
101-7672-460.60-20	110386	OFFICE DEPOT, INC	9,940.46	FURNITURE REPLACEMENT/POLICE ADMIN
101-7672-460.60-20	110416	RAY O'HERRON CO INC	7,075.00	POLICE HELMETS
		<b>GENERAL FUND TOTAL</b>	<u>116,567.39</u>	
201-8457-456.67-78		N/A	400,000.00	VETERANS PARK
		<b>PARK AND PUBLIC LAND FUND TOTAL</b>	<u>400,000.00</u>	
210-8506-443.43-35	110417	BOLLER CONSTRUCTION COMPANY, INC	112,500.00	DH KITCHEN RENOVATION PROJECT
210-8508-443.43-35	110418	KOLBER, STEVEN	760.00	DH KITCHEN RENOVATION ARCHITECT
		<b>SENIOR RESOURCES FUND TOTAL</b>	<u>113,260.00</u>	
220-5887-435.35-10	109971	CRAIG BERGMANN LANDSCAPE DESIGN	9,800.00	ELAWA FARM DESIGN SERVICES
220-8065-435.35-10		WILLIAMS ARCHITECTS	50,000.00	RECREATION CENTER EVALUATION
220-8048-460.60-13	110179	JOHN S. SWIFT COMPANY, INC	7,056.65	SEASONAL BROCHURE PRINTING
		<b>PARKS AND RECREATION FUND TOTAL</b>	<u>66,856.65</u>	
224-8026-476.76-45		N/A	35,000.00	Veterans Park
		<b>SPECIAL RECREATION FUND TOTAL</b>	<u>35,000.00</u>	
230-6407-476.76-20	109513	CRAIG BERGMANN LANDSCAPE DESIGN	4,350.00	LANDSCAPE DESIGN MEMORIAL GARDENS
230-6407-476.77-14	110330	APPLIED ECOLOGICAL SERVICES INC	71,555.82	RAVINE RESTORATION AND STABILIZATION
		<b>CEMETERY FUND TOTAL</b>	<u>75,905.82</u>	
248-3403-435.35-10	110391	BLECK ENGINEERING CO INC	24,965.00	SENIOR COTTAGES - EVERETT/TELEGRAPH ROADS
		<b>HOUSING TRUST FUND TOTAL</b>	<u>24,965.00</u>	
311-1503-467.67-10	110414	SLATEN CONSTRUCTION, INC.	183,460.00	POLICE TARGET RANGE SAFETY UPGRADE
311-1503-467.67-76	110219	CYRIL REGAN HEATING, INC	50,764.00	SENIOR CENTER HVAC REPLACEMENT PROJECT
311-1503-467.67-76	110219	CYRIL REGAN HEATING, INC	15,538.00	SENIOR CENTER HVAC REPLACEMENT PROJECT
311-1503-478.78-05	110430	DBM SERVICES, INC	62,700.00	MS EPOXY FLOOR PROJECT
311-1503-478.78-58	110407	LAKELAND HVAC AUTOMATION INC	19,400.00	REPLACE CONTROLLERS AND THERMOSTATS
311-1503-478.78-58	110435	DIVINCI PAINTERS INC	19,700.00	ELAWA FARMS - PAINTING AND CARPENTRY
311-3403-467.67-13	109688	LAKE COUNTY FOREST PRESERVE	20,000.00	REIMBURSEMENT FOR REPLACEMENT PLANTINGS
311-3703-478.78-81	110307	CIVILTECH ENGINEERING INC	47,857.95	EVERETT ROAD/WAUKEGAN ROAD INTERSECTION
311-3703-478.78-89	109445	HANSON PROFESSIONAL SERVICES INC.	127,729.97	PHASE I DESIGN OF BRIDGE ALTERNATIVE
311-3703-478.78-94	109735	GEWALT HAMILTON ASSOCIATES, INC.	32,364.47	DEERPATH STREETScape PHASE I DESIGN
311-5003-475.75-02	109850	PB LOADER CORPORATION	36,230.00	CABINET BODY FOR STREETS TRUCK
311-5103-467.67-23	110358	WISS JANNEY ELSTNER ASSOC	5,650.00	PEDESTRIAN BRIDGE DESIGN - ILLINOIS
311-5103-467.67-79	110412	EXCEL LTD, INC.	9,576.00	LIGHTING CONTROLLER
311-5203-435.35-51	110124	NORMAN DESIGN COMPANY, LLC	32,999.03	RECYCLING CAMPAIGN SERVICES (LFGC GRANT)
		<b>CAPITAL IMPROVEMENT FUND TOTAL</b>	<u>663,969.42</u>	
508-2503-485.75-39		N/A	315,000.00	JOYTIME PROPERTY ACQUISITION
508-6003-477.77-04	110291	ILLINOIS PUMP INC	51,409.00	LFWP PUMP REBUILD PROJECT
		<b>WATER CAPITAL FUND TOTAL</b>	<u>366,409.00</u>	
601-5901-443.43-11	110382	MCNEILUS TRUCK & MFG CO	7,653.49	REPLACEMENT OF GARBAGE TRUCK FLOORS
		<b>FLEET FUND TOTAL</b>	<u>7,653.49</u>	
		<b>GRAND TOTAL</b>	<u><u>1,870,586.77</u></u>	

**THE CITY OF LAKE FOREST**  
**Appropriation Ordinance Worksheet**

	Budget Expenditures FY2022	Debt Payments	Rollovers	Library	Subtotal	Contingency	Approp Ord
<b>101 General Fund</b>	37,662,118		116,568		37,778,686	3,777,869	41,556,555
120 Flex	9,800				9,800	980	10,780
<b>Special Revenue Funds</b>							
201 Park & Public Land	0		400,000		400,000	40,000	440,000
202 MFT	267,697				267,697	26,770	294,467
205 Emergency Telephone	304,357				304,357	30,436	334,793
210 Senior Resources	603,740		113,260		717,000	71,700	788,700
220 Parks and Recreation (incl Rec Dev)	9,226,650		66,857		9,293,507	929,351	10,222,858
224 Special Recreation	504,995		35,000		539,995	54,000	593,995
230 Cemetery	1,021,599		75,906		1,097,505	109,751	1,207,256
245 Foreign Fire Insurance	300,000				n/a		0
247 Police Restricted Funds	91,000				91,000	9,100	100,100
248 Housing Trust	650,000		24,965		674,965	67,497	742,462
<b>Capital Project Funds</b>							
311 Capital Improvement	9,406,452		663,969		10,070,421	1,007,042	11,077,463
322 Laurel/Western Redevelopment TIF	951,815				951,815	95,182	1,046,997
<b>Debt Service Funds</b>							
422 SSA 25 - Knollwood Sewer	79,350	(79,350)			0		0
423 SSA 26 - Waukegan Sewer	21,108	(21,108)			0		0
424 SSA 29 - Saunders Road	151,904	(151,904)			0		0
425 2004B - Storm Sewer	1,024,975	(1,024,975)			0		0
428 2009 G.O. Bonds - Western Avenue	253,200	(253,200)			0		0
429 2010 G.O. Bonds	582,263	(582,263)			0		0
432 2013 Refunding 2010A	747,763	(747,763)			0		0
433 2015 G.O. Bonds	610,425	(610,425)			0		0
<b>Enterprise Funds</b>							
501 Water & Sewer	8,204,788				8,204,788	820,479	9,025,267
508 Water and Sewer Capital	1,190,000		366,409		1,556,409	155,641	1,712,050
510 Deerpath Golf Course	2,454,651				2,454,651	245,465	2,700,116
<b>Internal Service Funds</b>							
601 Fleet	1,967,728		7,653		1,975,381	197,538	2,172,919
605 Liability Insurance	1,250,000				1,250,000	125,000	1,375,000
610 Self Insurance	5,789,000				5,789,000	578,900	6,367,900
<b>Pension/Trust Funds</b>							
701 Fire Pension	3,149,335				3,149,335	314,934	3,464,269
702 Police Pension	3,345,335				3,345,335	334,534	3,679,869
709 Trust Care Funds							
Total All Funds	91,822,048	(3,470,988)	1,870,587	0	89,921,647	8,992,165	98,913,812
Library				4,371,371	4,371,371	437,137	4,808,508
						<i>Rounding Adj</i>	4
				4,371,371	94,293,018	9,429,302	103,722,324
SD 67				Not Available for First Reading			0
<b>Appropriation Ordinance Total</b>							<b>103,722,324</b>

**AN ORDINANCE MAKING APPROPRIATION FOR CORPORATE PURPOSES AND  
FOR THE PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST, COUNTY OF  
LAKE AND STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING  
MAY 1, 2021 AND ENDING APRIL 30, 2022**

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

**Section 1:** That the following sums, or so much thereof as may be authorized by law, be and the same are hereby appropriated from the respective fund designated in this ordinance for the corporate purposes of The City of Lake Forest and for the objects and purposes stated herein according to departments and other separate agencies, and for the Public Schools of The City of Lake Forest, County of Lake and State of Illinois, to defray the necessary expenses of the City and its Public Schools for the fiscal year commencing May 1, 2021 and ending April 30, 2022.

**GENERAL FUND**

<b><u>General Government</u></b>	<b><u>Appropriation</u></b>
Salaries and Benefits	\$ 3,378,644
Supplies/Other Services and Charges	3,632,747
Capital Equipment	200,000
Contingency - to meet expenses of emergencies and optional expenses not otherwise provided for	3,777,869
<b>TOTAL GENERAL GOVERNMENT</b>	<b><u><u>\$ 10,989,260</u></u></b>
 <b><u>Law</u></b>	
Contractual Services	\$ 450,000
<b>TOTAL LAW</b>	<b><u><u>\$ 450,000</u></u></b>
 <b><u>Community Development</u></b>	
Salaries and Benefits	\$ 1,807,756
Supplies/Other Services and Charges	365,871
Capital Equipment	-
<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b><u><u>\$ 2,173,627</u></u></b>
 <b><u>Public Works Administration</u></b>	
Salaries and Benefits	\$ 487,066
Supplies/Other Services and Charges	96,999
<b>TOTAL PUBLIC WORKS ADMINISTRATION</b>	<b><u><u>\$ 584,065</u></u></b>
 <b><u>Public Buildings</u></b>	
<b><u>Building Maintenance</u></b>	
Salaries and Benefits	\$ 949,803
Supplies/Other Services and Charges	731,021
Capital Improvements	150,000
<b>TOTAL PUBLIC BUILDINGS</b>	<b><u><u>\$ 1,830,824</u></u></b>

**Appropriation**

**Streets**

Salaries and Benefits	\$ 1,222,834
Supplies/ Other Service and Charges	810,772
Capital Improvements	250,000
<b>TOTAL STREETS</b>	<b>\$ 2,283,606</b>

**Sanitation**

Salaries and Benefits	\$ 1,465,504
Supplies/ Other Service and Charges	1,097,561
<b>TOTAL SANITATION</b>	<b>\$ 2,563,065</b>

**Storm Sewers**

Salaries and Benefits	\$ 152,193
Supplies/ Other Service and Charges	29,900
Capital Improvements	50,000
<b>TOTAL STORM SEWERS</b>	<b>\$ 232,093</b>

**Engineering**

Salaries and Benefits	\$ 639,240
Supplies/ Other Service and Charges	377,166
<b>TOTAL ENGINEERING</b>	<b>\$ 1,016,406</b>

**Fire**

**Administration**

Salaries and Benefits (See Exhibit A)	\$ 5,092,149
Supplies/ Other Service and Charges	2,727,614
Capital Improvements	50,000
Sub-Total	<b>\$ 7,869,763</b>

**Emergency Medical Services**

Supplies/ Other Service and Charges	\$ 28,800
Sub-Total	<b>\$ 28,800</b>

**Fire Suppression**

Supplies/ Other Service and Charges	\$ 110,500
Sub-Total	<b>\$ 110,500</b>

**TOTAL FIRE**

**\$ 8,009,063**

**Police**

Salaries and Benefits (See Exhibit A)	\$ 6,705,764
Supplies/ Other Service and Charges	4,668,782
Capital Improvements	50,000
<b>TOTAL POLICE</b>	<b>\$ 11,424,546</b>

**TOTAL AMOUNT APPROPRIATED FROM THE GENERAL FUND**

**\$ 41,556,555**

**Appropriation**

**Flex Fund**

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

**PARK AND PUBLIC LAND FUND**

Park Improvements	\$ 400,000
Contingency to meet expenses for emergencies and expenses not otherwise provided for	40,000
<b>TOTAL AMOUNT APPROPRIATED FROM THE PARK AND PUBLIC LAND FUND</b>	<b>\$ 440,000</b>

**MOTOR FUEL TAX FUND**

Capital Improvements	\$ 267,697
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	26,770
<b>TOTAL AMOUNT APPROPRIATED FROM THE MOTOR FUEL TAX FUND</b>	<b>\$ 294,467</b>

**EMERGENCY TELEPHONE FUND**

**Police**

Salaries and Benefits	\$ -
Supplies/ Other Service and Charges	230,357
Capital Equipment	74,000
Contingency to meet expenses for emergencies and expenses not otherwise provided for	30,436
<b>TOTAL POLICE</b>	<b>\$ 334,793</b>
<b>TOTAL AMOUNT APPROPRIATED FROM THE EMERGENCY TELEPHONE FUND</b>	<b>\$ 334,793</b>

**SENIOR RESOURCES COMMISSION FUND**

Salaries and Benefits	\$ 400,037
Supplies/Other Services and Charges	316,963
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	71,700
<b>TOTAL AMOUNT APPROPRIATED FROM THE SENIOR RESOURCES COMMISSION FUND</b>	<b>\$ 788,700</b>



**Appropriation**

**PARKS AND RECREATION FUND**

**Recreation**

**Recreation Programs**

Salaries and Benefits	\$ 3,287,808
Supplies/ Other Service and Charges	1,554,244
Capital Equipment	50,000
Sub-Total	<u>\$ 4,892,052</u>

Contingency to meet expenses of emergencies and expenses  
not otherwise provided for

929,351

**TOTAL RECREATION SECTION**

\$ 5,821,403

**Parks and Forestry**

**Administration**

Salaries and Benefits	\$ 2,742,264
Supplies/ Other Service and Charges	646,671
Capital Improvement	100,000
Capital Equipment	210,000
Sub-Total	<u>\$ 3,698,935</u>

**Grounds Maintenance**

Supplies/ Other Service and Charges	\$ 378,770
Sub-Total	<u>\$ 378,770</u>

**Athletic Field Plg/Tennis**

Supplies/ Other Service and Charges	\$ 90,000
Sub-Total	<u>\$ 90,000</u>

**Lakefront Facilities**

Supplies/ Other Service and Charges	\$ 56,500
Sub-Total	<u>\$ 56,500</u>

**Tree Trimming**

Supplies/ Other Service and Charges	\$ 50,750
Sub-Total	<u>\$ 50,750</u>

**Tree Removal**

Supplies/ Other Service and Charges	\$ 41,000
Sub-Total	<u>\$ 41,000</u>

**Insect & Disease**

Supplies/ Other Service and Charges	\$ 15,000
Sub-Total	<u>\$ 15,000</u>

**Tree & Shrub Planting/Care**

Supplies/ Other Service and Charges	\$ 12,500
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	<b><u>Appropriation</u></b>
Sub-Total	\$ 12,500
<b><u>Natural Areas Management</u></b>	
Supplies/ Other Service and Charges	\$ 58,000
Sub-Total	\$ 58,000
<b>TOTAL PARKS AND FORESTRY SECTION</b>	<b>\$ 4,401,455</b>
<b>TOTAL AMOUNT APPROPRIATED FROM THE PARKS AND RECREATION FUND</b>	<b>\$ 10,222,858</b>
<b><u>SPECIAL RECREATION FUND</u></b>	
Salaries and Benefits	\$ 59,026
Supplies/Other Services and Charges	291,122
Capital Improvements	189,847
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	54,000
<b>TOTAL AMOUNT APPROPRIATED FROM THE SPECIAL RECREATION FUND</b>	<b>\$ 593,995</b>
<b><u>CEMETERY COMMISSION FUND</u></b>	
Salaries and Benefits	\$ 455,714
Supplies/Other Services and Charges	305,885
Capital Improvements	335,906
Contingency to meet expenses of emergencies and operational expenses not otherwise provided for	109,751
<b>TOTAL AMOUNT APPROPRIATED FROM THE CEMETERY COMMISSION FUND</b>	<b>\$ 1,207,256</b>
<b><u>PUBLIC LIBRARY FUND</u></b>	
<b><u>Library Services</u></b>	
Salaries and Benefits	\$ 2,603,814
Supplies/Other Services and Charges	1,314,557
Building Maintenance - Supplies/Other Services and Charges	\$ 268,000
Contingency to meet expenses of emergencies and operational expenses not otherwise provided for	437,137
Sub-Total	\$ 4,623,508
Capital Equipment	\$ -
Capital Improvements	185,000
Sub-Total	\$ 185,000
<b>TOTAL AMOUNT APPROPRIATED FROM THE PUBLIC LIBRARY FUND</b>	<b>\$ 4,808,508</b>

**Appropriation**

**Police Restricted Fund**

Supplies/Other Services and Charges	\$ 91,000
Contingency to meet expenses of emergencies and expenses not otherwise provided for	9,100
<b>TOTAL AMOUNT APPROPRIATED FROM ALCOHOL ASSET FORFEITURE FUND</b>	<b>\$ 100,100</b>

**HOUSING TRUST FUND**

Supplies/Other Services and Charges	\$ 674,965
Capital Improvements	-
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	67,497
<b>TOTAL AMOUNT APPROPRIATED FROM THE HOUSING TRUST FUND</b>	<b>\$ 742,462</b>

**CAPITAL IMPROVEMENTS FUND**

Salaries and Benefits	\$ -
Supplies/Other Services and Charges	7,500
Capital Equipment	696,230
Capital Improvements	9,366,691
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	1,007,042
<b>TOTAL AMOUNT APPROPRIATED FROM THE CAPITAL IMPROVEMENTS FUND</b>	<b>\$ 11,077,463</b>

**Laurel/Western Redevelopment**

Supplies/Other Services and Charges	851,815
Capital Improvements	\$ 100,000
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	95,182
<b>TOTAL AMOUNT APPROPRIATED FROM THE RT 60 INTERSECTION FUND</b>	<b>\$ 1,046,997</b>

**WATER AND SEWER FUND**

**General Government**

Salaries and Benefits	\$ 255,235
Supplies/Other Services and Charges	1,965,972
Debt retirement	2,296,795
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	820,479
<b>TOTAL GENERAL GOVERNMENT</b>	<b>\$ 5,338,481</b>

**Appropriation**

**Public Works**

Salaries and Benefits	\$ 2,319,683
Supplies/Other Services and Charges	1,107,103
Capital Improvements	260,000
<b>TOTAL PUBLIC WORKS ADMINISTRATION</b>	<b><u>\$ 3,686,786</u></b>

**TOTAL AMOUNT APPROPRIATED FROM THE  
WATER AND SEWER FUND**

**\$ 9,025,267**

**WATER AND SEWER CAPITAL FUND**

Capital Equipment	\$ 25,000
Capital Improvements	1,531,409
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	155,641
<b>TOTAL AMOUNT APPROPRIATED FROM THE WATER AND SEWER CAPITAL FUND</b>	<b><u>\$ 1,712,050</u></b>

**DEERPATH GOLF COURSE FUND**

**Administration**

Salaries and Benefits	\$ 518,219
Supplies/Other Services and Charges	419,763
Capital Equipment	50,000
Capital Improvements	653,083
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	245,465
<b>TOTAL ADMINISTRATION</b>	<b><u>\$ 1,886,530</u></b>

**Course Maintenance**

Salaries and Benefits	\$ -
Supplies/Other Services and Charges	108,013
<b>TOTAL COURSE MAINTENANCE</b>	<b><u>\$ 108,013</u></b>

**Clubhouse**

Salaries and Benefits	\$ 180,702
Supplies/Other Services and Charges	524,871
<b>TOTAL CLUBHOUSE</b>	<b><u>\$ 705,573</u></b>

**TOTAL AMOUNT APPROPRIATED FROM THE  
DEERPATH GOLF COURSE FUND**

**\$ 2,700,116**

**Appropriation**

**FLEET FUND**

Salaries and Benefits	\$ 832,766
Supplies/Other Services and Charges	1,142,615
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	197,538
<b>TOTAL AMOUNT APPROPRIATED FROM THE FLEET FUND</b>	<b>\$ 2,172,919</b>

**LIABILITY INSURANCE FUND**

Supplies/Other Services and Charges	\$ 1,250,000
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	125,000
<b>TOTAL AMOUNT APPROPRIATED FROM THE LIABILITY INSURANCE FUND</b>	<b>\$ 1,375,000</b>

**SELF INSURANCE FUND**

Supplies/Other Services and Charges	\$ 5,789,000
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	578,900
<b>TOTAL AMOUNT APPROPRIATED FROM THE SELF INSURANCE FUND</b>	<b>\$ 6,367,900</b>

**FIREFIGHTERS' PENSION FUND**

Other Services and Charges	\$ 3,149,335
Contingency to meet expenses for emergencies and expenses not otherwise provided for	314,934
<b>TOTAL AMOUNT APPROPRIATED FROM THE FIREFIGHTERS' PENSION FUND</b>	<b>\$ 3,464,269</b>

**POLICE PENSION FUND**

Other Services and Charges	\$ 3,345,335
Contingency to meet expenses for emergencies and expenses not otherwise provided for	334,534
<b>TOTAL AMOUNT APPROPRIATED FROM THE POLICE PENSION FUND</b>	<b>\$ 3,679,869</b>

**Appropriation****Public Schools THE CITY OF LAKE FOREST****School District No. 67**

From the Education Fund	\$	-
From the Operations, Building and Maintenance Fund		-
From the Capital Projects Fund		-
From the Illinois Municipal Retirement/Social Security Fund		-
From the Transportation Fund		-
<b>TOTAL AMOUNT APPROPRIATED FOR PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST (School District No. 67)</b>	<b>\$</b>	<b>-</b>

**Summary of the Amounts Appropriated From the Several Funds****Fund****Appropriation**

General	\$	41,556,555
Flex		10,780
Park and Public Land		440,000
Motor Fuel Tax		294,467
Emergency Telephone		334,793
Senior Resources Commission		788,700
Parks and Recreation		10,222,858
Special Recreation		593,995
Cemetery Commission		1,207,256
Public Library		4,808,508
Alcohol Asset Forfeiture		100,100
Affordable Housing		742,462
Capital Improvements		11,077,463
Laurel/Western Redevelopment		1,046,997
Water and Sewer		9,025,267
Water and Sewer Capital Fund		1,712,050
Deerpath Golf Course		2,700,116
Fleet		2,172,919
Liability Insurance		1,375,000
Self Insurance		6,367,900
Firefighters' Pension		3,464,269
Police Pension		3,679,869
Sub-Total	\$	103,722,324

**The City of Lake Forest School District No. 67**

Education	\$	-
Operations, Building and Maintenance	\$	-
Capital Projects	\$	-
Illinois Municipal Retirement/Social Security	\$	-
Transportation	\$	-
Sub-Total	\$	-

**GRAND TOTAL****\$ 103,722,324**

**Section 2:** That any sum of money heretofore appropriated and not expended now in the Treasury of The City of Lake Forest, or that hereafter may come into the Treasury of The City of Lake Forest, is hereby reappropriated by this Ordinance.

**Section 3:** That the funds derived from sources other than the 2020 tax levy and other revenue pledged for specific purposes may be allotted by the Mayor and City Council to such appropriations and in such amounts respectively, as said Corporate Authorities may determine within the limits of said appropriations, respectively, insofar as doing same does not conflict with the law.

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

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

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

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

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

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

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

**PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2021**

\_\_\_\_\_

**APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2021**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**City Clerk**

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



**CITY OF LAKE FOREST, ILLINOIS**  
**APPROPRIATIONS ORDINANCE**  
**FISCAL YEAR 2022 (May 1, 2021 – April 30, 2022)**

**EXHIBIT A**

In accordance with §3-125.1 of the Pension Code and §4402.30 of the Administrative Code, the City shall annually establish pensionable salary for all City employees covered by Article 3 of the Pension Code in the City's Appropriations Ordinance. **Salary attached to rank** for officers covered by Article 3 of the Pension Code are as follows:

<b>POSITION</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Police Officer	\$71,647	\$76,482	\$81,316	\$85,725	\$90,536	\$95,346	\$107,040
5/1/21 Payment	<u>500</u>	<u>500</u>	<u>500</u>	<u>500</u>	<u>500</u>	<u>500</u>	<u>500</u>
Total	\$72,147	\$76,982	\$81,816	\$86,225	\$91,036	\$95,846	\$107,540
Police Sergeant	\$111,870	\$114,230	\$116,590	\$118,950	\$121,310	\$123,670	\$126,030
Police Commander	Salary Range \$130,267 - \$140,409						
Deputy Police Chief	Salary Range \$145,058 – 157,666						
Police Chief	Base Salary \$179,657						

In accordance with §4-118.1 of the Pension Code and §4402.30 of the Administrative Code, the City shall annually establish pensionable salary for all City employees covered by Article 4 of the Pension Code in the City's Appropriations Ordinance. **Salary attached to rank** for officers covered by Article 4 of the Pension Code are as follows:

<b>POSITION</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Firefighter	\$67,011	\$72,529	\$74,445	\$81,271			
Firefighter Paramedic	\$72,768	\$76,997	\$81,816	\$87,804	\$92,377	\$98,169	\$105,238
Fire Lieut. Paramedic	\$108,472	\$112,378	\$114,115	\$115,853	\$117,590	\$119,328	\$121,065
Fire Battalion Chief	Salary Range \$130,267 - \$140,409						
Fire Division Chief	Salary Range \$130,267 - \$140,409						
Deputy Fire Chief	Salary Range \$145,058 – 157,666						
Fire Chief	Base Salary \$179,657						

The City of Lake Forest  
CITY COUNCIL  
***Proceedings of the Monday, June 7, 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 6:40pm, 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 June 7, 2021 City Council meeting is being held remotely.

**A. 2021-2022 Board and Commission Appointments and Reappointments**

Mayor Pandaleon made the following appointments and reappointments:

**CROYA**

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Kate Leech	Appoint	4
Kristen Lee	Appoint	3

**BOARD OF TRUSTEES POLICE PENSION FUND**

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Jay Trees	Reappoint	4
Robert Engstrom	Reappoint	4

**BOARD OF TRUSTEES FIREMEN PENSION FUND**

NAME OF MEMBER	APPOINT/REAPPOINT	WARD

Patrick Lindemann	Reappoint	1
James Carey	Reappoint	4

**COUNCIL ACTION: Approve the Mayors Appointments and Reappointments**

Alderman Preschlack made a motion to approve the Mayors Appointments and Reappointments, seconded by Alderman Weber. 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.

**B. Lake Forest Day Proclamation**

Mayor Pandaleon read the Proclamation, proclaiming Wednesday, August 4, 2021, to be Lake Forest Day in The City of Lake Forest.

**COUNCIL ACTION: Approve the Lake Forest Day Proclamation**

Alderman Rummel made a motion to approve the Lake Forest Day Proclamation, 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.

**C. Lake Forest Day Update**

- **Ed Geraghty, Commander, American Legion Post 264 and Lake Forest Day Chairman**

Mayor Pandaleon introduced Ed Geraghty, Commander, American Legion Post 264 and Lake Forest Day Chairman, to provide an update regarding Lake Forest Day. Mr. Geraghty gave a brief history of the McKinlock Post and thanked the City Council for recognizing Lake Forest Day for 102 years. Mr. Geraghty introduced Dave Lipinski, the current Commander for the American Legion Post 264. Mr. Lipinski thanked the City Council for recognizing Lake Forest Day with the stated Proclamation.

**COMMENTS BY CITY MANAGER**

**A. Installation of a New Ambulance**

- **Pete Siebert, Fire Chief**

Fire Chief, Pete Siebert shared a video with the City Council, displaying the features of the new ambulance.

The City Council asked clarifying questions regarding the updated design of the ambulance. The City Council commended the Fire Department for their work in acquiring the new vehicle.

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

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

**COMMITTEE REPORTS**

**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 May 17, 2021, City Council Meeting Minutes**
3. **Approval of a Resolution of Appreciation for Retiring Members of Boards and Commissions as follows:**

BOARD, COMMISSION OR COMMITTEE	NAME OF MEMBERS(S)
CROYA	Jennifer Riley and Jennifer Durburg

4. **Approval of the Check Register for the Period of April 24 – May 21, 2021**
5. **Approval of Benistar as a Vendor for the City’s Medicare Supplement and Part D Drug Coverage for Over-age Retirees and Spouses**
6. **Consideration of an Ordinance Amending the City of Lake Forest City Code Regarding the Class K Liquor License (First reading and if appropriate final approval)**
7. **Consideration of Ordinances Approving Recommendations from the Zoning Board of Appeals. (First Reading, and if Desired by the City Council, Final Approval)**

**COUNCIL ACTION: Approval of the seven (7) 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 an additional discussion regarding item #6.

Alderman Morris made a motion to approve the seven (7) 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.*

**ORDINANCES**

**OLD BUSINESS**

1. **Consideration of Ordinances Approving Code Amendments to Allow Food Trucks to Operate in the City of Lake Forest Subject to Limitations as a Pilot Program and Establishing a License Fee. (Waive First Reading and Grant Final Approval)**

Community Development Director, Cathy Czerniak gave an in depth presentation outlining a pilot program to allow food trucks to operate in the City of Lake Forest. She provided extensive background explaining the proposed code changes, and how the permitting process would work during the trial period. Additionally,

she stated that licenses would be provided to businesses within the City of Lake Forest, before allowing additional businesses to obtain a license. Mr. Czerniak stated that this ordinance would have a sunset date, on December 31, 2021, to further evaluate the ordinance change, and potentially bring back a more developed program, based on the experience with the pilot program.

The City Council had a lengthy discussion regarding the proposed parameters and regulations. City Council members provided their thoughts on the interim changes.

**COUNCIL ACTION: If desired by the Council, grant first reading and final approval to two Ordinances:**

- 1) An Ordinance approving amendments to Sections 113.21, 117.05, 117.20(B) and the addition of new Sections 120.01 through 120.03, all with a sunset clause of December 31, 2021 to assure review and if determined to be appropriate by the City Council, establishment of ongoing provisions for food trucks.**
  - 2) An Ordinance establishing a permit fee for Food Trucks.**
- AND**
- 3) Direct the City Manager to establish Administrative Directives establishing operating regulations for food trucks generally in accordance with those outlined above, with a sunset date of December 31, 2021 to allow for review as noted above.**

Alderman Weber made a motion to approve an Ordinance approving amendments to Sections 113.21, 117.05, 117.20(B) and the addition of new Sections 120.01 through 120.03, all with a sunset clause of December 31, 2021 to assure review and if determined to be appropriate by the City Council, establishment of ongoing provisions for food trucks, and an Ordinance establishing a permit fee for Food Trucks AND, Direct the City Manager to establish Administrative Directives establishing operating regulations for food trucks generally in accordance with those outlined above, with a sunset date of December 31, 2021 to allow for review as noted, seconded by Alderman Goshgarian. 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.

<b>NEW BUSINESS</b>
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<b>ADDITIONAL ITEMS FOR COUNCIL DISCUSSION/COMMENTS BY COUNCIL MEMBERS</b>
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The City Council asked for an update on the Deerpath/41 lagoon construction. Additionally, The City Council congratulated all the 2021 Classes on their graduation.

<b>ADJOURNMENT</b>
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There being no further business Mayor Pandaleon asked for a motion. Alderman Morris made a motion to adjourn, seconded by Alderman Rummel. Motion carried unanimously by voice vote at 7:53 pm.

Respectfully Submitted  
Margaret Boyer, City Clerk

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

**THE CITY OF LAKE FOREST**

**ORDINANCE NO. 2021-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE LAKE FOREST CITY CODE REGARDING  
ALCHOLIC BEVERAGES**

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 AMENDING THE LAKE FOREST CITY CODE REGARDING  
ALCHOLIC BEVERAGES**

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

**WHEREAS**, the City has adopted certain alcoholic beverage regulations designed to protect the health, safety and welfare, which regulations are codified in Chapter 111 of the City Code of Lake Forest, 2013 ("**Liquor Code**");

**WHEREAS**, The City of Lake Forest desires to amend its Liquor Code as shown on the attached Exhibit A.

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

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

**SECTION TWO: Amendment to Chapter 111.** Chapter 111 of the City Code, entitled "Alcoholic Beverages," is hereby replaced in its entirety with the new Chapter 111 attached to this Ordinance as Exhibit A.

**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



**EXHIBIT A**

Amended Liquor Code (Chapter 111 of the City Code)

## “GENERAL PROVISIONS

### § 111.001 DEFINITIONS.

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

**ALCOHOL.** The product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. It does not include denatured alcohol or wood alcohol.

**ALCOHOLIC LIQUOR.** Alcohol, spirits, wine and beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer, and capable of being consumed as a beverage by a human being. The provisions of this chapter shall not apply to alcohol used in the manufacture of denatured alcohol produced in accordance with acts of Congress and regulations promulgated thereunder, or to any liquid or solid containing 0.5%, or less, of alcohol by volume.

**BEACH AREA.** That portion of the beach and shore area of Lake Michigan in Forest Park that has been approved by the Commissioner for the sale of wine and beer pursuant to the terms of a Class K license.

**BEER.** A beverage obtained by the alcoholic fermentation of an infusion or concoction of barley or other grain, malt and hops in water, and includes among other things beer, ale, stout, lager beer, porter and the like.

**BRING-YOUR-OWN-BEVERAGE.** Alcoholic beverages that patrons or guests of a licensed premises bring to such licensed premises for their own consumption on the licensed premises.

**CATERING ESTABLISHMENT.** A business conducted by a person, firm or corporation for the purpose of providing food and service for a banquet or a dinner which may occur in a location other than premises leased, owned and/or operated by the CATERING ESTABLISHMENT, the recipients of such food and/or service being persons specially invited to such banquet or dinner rather than members of the general public.

**CLUB.** A corporation organized under the laws of the state, not for pecuniary profit, solely for the promotion of some common object other than the sale or consumption of alcoholic liquors, kept, used and maintained by its members through the payment of regular dues, and owning, hiring or leasing a building or space in a building, of such extent and character as may be suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests and provided with suitable and adequate kitchen and dining room space and

equipment and maintaining a sufficient number of servants and employees for cooking, preparing and serving food and meals for its members and their guests; provided that, such CLUB files with the Mayor at the time of its application for a license under this chapter two copies of a list of names and residences of its members, and similarly files within ten days of election of any additional member his or her name and address; and, provided further that, its affairs and management are conducted by a board of directors, executive committee or similar body chosen by the members at their annual meeting and that no member or any officer, agent or employee of the CLUB is paid, or directly or indirectly receives, in the form of salary or other compensation any profits from the distribution or sale of alcoholic liquor to the CLUB or the members of the CLUB or its guests introduced by members beyond the amount of such salary as may be fixed and voted at any annual meeting by the members or by its board of directors or other governing body out of the general revenue of the CLUB.

COMMISSIONER. The City Liquor Control Commissioner designated in § 111.020 of this chapter as well as any committee or other agency appointed by the Commissioner.

CONVEYANCE. Any vehicle, trailer, watercraft or container operated for the transportation of person or property.

GATHERING. Any group of three or more persons who have assembled or gathered together for a social occasion or other activity.

GROCERY STORE. A retail store that is (a) over 15,000 square feet in size, (b) has at least 60 off-street parking spaces devoted to such use, and (c) devotes at least 60% of its gross floor area to the sale of household foodstuffs for offsite consumption, including the sale of fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, baked foods and/or prepared foods. Other household supplies or other products shall be secondary to the primary purpose of food sales. The definition of GROCERY STORE shall not include any establishment that sells gasoline or other fuel for dispensing into motor vehicles.

HOST. To aid, conduct, allow, entertain, organize, supervise, control or permit a gathering.

HOTEL. Every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, in which 25 or more rooms are used for the sleeping accommodations of such guests and having one or more public dining rooms where meals are served to such guest, such sleeping accommodations and dining rooms being conducted in the same buildings in connection therewith and such building or buildings structure or structures being provided with adequate and sanitary kitchen and dining room equipment and capacity.

**ILLICIT DRUGS.** Any drug, substance or compound prohibited by law, including drugs prescribed by a physician which are in the possession of or used by someone other than the person to whom the drug was prescribed.

**LICENSED PREMISES or PREMISES.**

(1) The actual physical location described in a local liquor license at which liquor will be served under the retail liquor license once issued, and may include either indoor or outdoor dining areas; except that, no outdoor area shall be deemed part of the premises unless expressly identified in the local liquor license.

(2) For purposes of this chapter, the terms “public dining room” and “public and private dining rooms” shall be included in this definition of PREMISES.

**LICENSEE.** A person holding a local liquor license.

**LICENSEE, AGENT OF.** Any owner, partner, director, officer, manager, employee or authorized agent of a licensee but only while engaged in the business of such licensee or present on the licensed premises of such licensee.

**LIQUOR CONTROL ACT.** The State Liquor Control Act of 1934, 235 ILCS 5/1-1 et seq., as amended from time to time.

**LIQUOR LAWS.** This chapter and all other city ordinances, resolutions, regulations and rules relating to alcoholic liquor; the Liquor Control Act and all regulations issued thereunder; all federal, state and local laws imposing or pertaining to fees and taxes relating to alcoholic liquor; and all other federal and state legislation, regulations and rules applicable to the sale or use of alcoholic liquor within the city.

**LOCAL LIQUOR LICENSE.** A license issued pursuant to the provisions of this chapter.

**MINOR.** A person under the age of 21 years.

**ORIGINAL PACKAGE.** Any bottle, flask, jug, can, cask, barrel, keg, hogs head or other receptacle or container, whatsoever used, corked or capped, sealed and labeled by the manufacturer of alcoholic liquor, to contain and to convey any alcoholic liquor.

**PARENT.** Any person having legal custody of a juvenile as a natural, adoptive parent or stepparent; as a legal guardian; or as a person to whom legal custody has been given by order of the court.

**PERSON.** Any individual, partnership, firm, company, corporation or entity.

**PUBLIC PLACE.** Any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, parks, businesses or parking lots.

**REASONABLE STEPS.** Actions that, if taken, would be expected to avoid or prevent a prohibited gathering (as provided in § 111.076(F) of this chapter), which may include, but are not limited to, controlling access to alcoholic liquor at the gathering; controlling the quantity of alcoholic liquor present at the gathering; verifying the age of persons attending the gathering by inspecting drivers licenses or other government issued identification cards to ensure that minors do not consume alcoholic liquor while at the gathering; supervising the activities of minors at the gathering; and calling for police assistance in the event people under 21 are in possession of alcoholic liquor at the gathering.

**RELIGIOUS CEREMONY.** Any bona fide rite, ceremony, service or event sponsored or sanctioned in connection with the exercise of a person's religious belief that involves the possession, consumption and dispensation of alcohol or alcoholic liquor.

**RESIDENCE or SITE.** Any home, yard, farm, field, land, apartment, condominium, hotel or motel room, other dwelling unit, hall, meeting room, park or any other place of assembly, public or private, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specifically for a party or other social function, and whether owned, leased, rented or used with or without permission or compensation.

**RESPONSE COSTS.** The costs associated with responses by law enforcement, fire and other emergency response providers to a gathering, including, but not limited to:

- (1) Salaries and benefits of law enforcement, code enforcement, fire or other emergency response personnel for the amount of time spent responding to, remaining at or otherwise dealing with a gathering, and the administrative costs attributable to such response(s);
- (2) The cost of any medical treatment for any law enforcement, code enforcement, fire or other emergency response personnel injured while responding to, remaining at or leaving the scene of a gathering; and
- (3) The cost of repairing any city equipment or property damaged, and the cost of the use of any such equipment in responding to, remaining at or leaving the scene of a gathering.

**RESTAURANT.** A public place primarily kept, used, maintained, advertised and held out to the public for the serving of meals to patrons seated at tables or booths, and where complete meals are actually and regularly served, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests.

**RETAIL SALE, SELL AT RETAIL and SALE AT RETAIL.** Sales for use or consumption and not for resale in any form.

**SALE.** Any transfer, exchange or barter in any manner, or by any means whatsoever, with or without consideration, and includes all sales made by any person, whether principal, proprietor, agent, servant or employee.

**SPIRITS.** Any beverage, which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

**STATE LIQUOR LICENSE.** A license issued by the State Liquor Control Commission pursuant to the provisions of the Liquor Control Act.

**TO SELL.** Includes to keep or expose for sale and to keep with intent to sell.

**WINE.** Any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol liquor, as defined above.

#### § 111.002 SALE OF ALCOHOLIC LIQUOR.

It shall be unlawful to sell alcoholic liquor at locations not specified in a duly authorized local liquor license in the city.

#### § 111.003 MANUFACTURE PROHIBITED.

It shall be unlawful for any person to engage in the business of manufacturing alcoholic liquor in the city.

#### § 111.004 ALCOHOLIC LIQUOR IN PUBLIC PLACES AND MOTOR VEHICLES.

(A) It shall be unlawful for any person to consume any alcoholic beverages of any type either:

- (1) In any place of public accommodation or public place (other than licensed premises); or
- (2) Upon any public street, alley or thoroughfare.

(B) Section 111.004(A) shall not apply to beer and wine sold in an approved container provided by an authorized licensee pursuant to a valid Class K liquor license and consumed in the beach area, as defined by § 111.001.

(C) Public intoxication prohibited. It shall be unlawful for any person to be in an intoxicated condition in any public building or on any public property or right-of-way.

(D) Public disturbance prohibited. It shall be unlawful for any person to be in an intoxicated state in any private house or place to the disturbance of any other person.

(E) Possession of open liquor in motor vehicles prohibited. It shall be unlawful for any person to transport, carry or possess any alcoholic liquor in or about any motor vehicle on any public right-of-way, except in the original package with the seal unbroken, or as otherwise authorized by state law.

§ 111.005 GIVE AWAY PROHIBITED.

(A) It shall be unlawful for any person to give away or otherwise dispense free of charge, by the drink or in any other manner, within the city, an alcoholic beverage; except that, the giving away by a Class A-3 licensee, without charge, of beer and wine, or a Class B-1, C-2 or D-1 licensee, without charge, of alcoholic liquor in small and limited amounts for tasting purposes only, immediately prior and incidental to, the sale of such alcoholic liquor in the original package for consumption off the premises shall not be considered a violation of this section.

(B) Such give away, however, shall be subject to the following conditions and limitations:

(1) The tastings shall be attended by and supervised by a full-time employee and only in a designated area on the licensed premises as approved by the Commissioner and designated in the license;

(2) The actual amount of wine tasted may not exceed an ounce; and

(3) The sample shall be served in a container which shall be disposed of following sample.

(C) Furthermore, it is hereby declared unlawful to advertise the availability of "tasting" through any public media or other means of communication other than:

(1) On the premises where the "tasting" will occur; or

(2) By a direct mailing that provides the date and location of the "tasting."

(D) (1) Notification of the date and location of a particular "tasting" shall not be sent to more than 200 individual residences.

(2) Further, the provisions of this section prohibiting give away or other dispensing of alcoholic beverages shall not apply to Class F-2, Class F-3 or Class F-4 licenses.

§ 111.006 APPLICABILITY OF OTHER LAWS.

(A) State law adopted. All of the provisions, including all words and phrases, of the Liquor Control Act and the rules and regulations issued by the State Liquor Control Commission pertaining to local control of alcoholic liquor, as the same may be amended from time to time, are hereby incorporated into and declared to be a part of this chapter as if expressly set forth herein.

(B) Compliance with all regulations required. Nothing in this chapter shall excuse or release any person from compliance with the requirements of any other applicable federal, state or local code, ordinance, regulation or rule.

LOCAL LIQUOR CONTROL COMMISSIONER

§ 111.020 LIQUOR CONTROL COMMISSIONER.

(A) Mayor designated Commissioner. The Mayor is hereby designated as the City Liquor Control Commissioner.

(B) Powers, functions and duties of Commissioner. The Commissioner shall have the following powers, functions and duties:

(1) To administer within the city all liquor laws;

(2) To appoint a person or persons to assist him or her in the exercise of the powers and the performance of the duties herein provided;

(3) To conduct hearings as provided in this chapter for the purpose of fulfilling any of the enumerated powers, functions and duties of the Commissioner; to hear testimony and take proof of information in the performance of his or her duties; and for such purposes to issue subpoenas effective in any part of the state;

(4) To examine or cause to be examined, under oath, any licensee and any applicant for a local liquor license or for a renewal thereof and to examine or cause to be examined the books and records of any such licensee or applicant;

(5) To receive fees for local liquor licenses and deliver the same forthwith to the City Director of Finance;

(6) (a) To require two sets of fingerprints of any applicant for a local liquor license or for a renewal thereof, one for the city files and one to deliver to the Illinois Department of State Police and, for purposes of obtaining such fingerprints and resulting background check, to require the applicant to pay such fee as may be required by the Illinois Department of State Police. If the applicant is a partnership, each partner shall submit fingerprints annually. If the applicant is a corporation, each officer thereof and every person owning or controlling more than 5% of the voting shares or the ownership interest of such corporation shall submit fingerprints annually. If the applicant is a limited liability company, each member and manager shall submit fingerprints annually. If the business for which a local liquor license is sought will be managed by a manager or agent, every such manager or agent shall submit fingerprints annually.

(b) The Local Liquor Control Commissioner shall have the right, at the Commissioner's sole discretion, to waive this fingerprinting and background check requirement for:

1. Any individual that is not involved in the daily management or operation of the premises; and

2. For any individual associated with a not-for-profit organization seeking a Class F-5 or F-6 license under this chapter.

(7) To grant or renew local liquor licenses in accordance with the provisions of the liquor laws;

(8) To deny any application for the issuance or renewal of a local liquor license to any applicant or premises that the Commissioner has determined to be ineligible therefor in accordance with the provisions of the liquor laws;

(9) To keep or cause to be kept a complete record of all local liquor licenses and to furnish the City Clerk with a copy thereof; and, on the issuance or renewal of any local liquor license, or the revocation or suspension of any existing local liquor license, to give notice of such action to the City Clerk within three days after such action;

(10) To lawfully enter, or to authorize any law enforcement officer to lawfully enter, at any time, any licensed premises to determine whether any of the provisions of the liquor laws have been or are being violated and at the time of such entry to examine such licensed premises in connection with such determination;



(11) To receive complaints from citizens that any of the provisions of the liquor laws have been or are being violated and to act on such complaints in the manner provided in this chapter and the other liquor laws;

(12) To examine any licensee on whom notice of revocation or suspension has been served;

(13) To suspend for cause for not more than 30 days any local liquor license, to revoke for cause any local liquor license, and to levy fines against any licensee, all in accordance with the liquor laws;

(14) To report whenever requested by the City Council all of his or her acts taken to enforce the liquor laws and all acts taken in regard to the collection of local liquor license fees;

(15) To notify the Secretary of State when a club incorporated under the State General Not-for-Profit Corporation Act or a foreign corporation functioning as a club in the state under a certificate of authority issued under that act has violated the Liquor Control Act by selling or offering for sale at retail alcoholic liquor without a retailer's license;

(16) To extend the term of any local liquor license or group of local liquor licenses, to a date specific, when such an extension is necessary for staff convenience, to accommodate change in law or policy, or to conduct further inquiry into any renewal application;

(17) For any applicant for an F-5 or F-6 license, to waive the requirements under § 111.043(B)(1) to provide Social Security numbers or any individual to be identified as part of the license application process; and

(18) For any applicant for an I-1 and I-3 license,, to waive the requirements under § 111.043(H)(1) of the license application process.

(C) Compensation. The Commissioner shall serve without compensation.

## LICENSES

### § 111.035 REQUIRED.

(A) Local and state liquor licenses required. It shall be unlawful for any person not having a current, valid local liquor license and a current, valid state liquor license and all other necessary state approvals to sell or offer for sale in the city any alcoholic liquor.

(B) Sale in violation of license prohibited. It shall be unlawful for any licensee to sell, offer for sale, or dispense in the city any alcoholic liquor except in the manner authorized by, and in compliance with, the terms and restrictions of the liquor laws and such licensee's local liquor license.

(C) Display of license. Every licensee shall cause his or her current local liquor license to be framed and hung in plain view in a conspicuous place on the licensed premises.

(D) Exception to license requirement. Notwithstanding any provisions in this chapter to the contrary, the occupant of any dwelling unit does not require a license under this chapter to sell, otherwise transfer, or provide liquor to others without consideration.

(E) It shall be unlawful for any licensee to permit any person to consume any alcoholic beverages of any type at any licensed premises unless such alcoholic beverages are either:

(1) Sold by such licensee pursuant to a license allowing sale of alcoholic beverages for consumption on such licensed premises; or

(2) Bring-your-own-beverages and the licensed premises has a Class I-1 license or Class I-3 license.

#### § 111.036 LOCAL LIQUOR LICENSES AND FEES.

(A) General. Every person engaged in the retail sale of alcoholic liquor in the city shall pay an annual license fee. Such license fees shall be established by the City Council by separate ordinance, which may be amended from time to time, and are hereby incorporated into this section as if fully set forth herein. Such licenses shall be divided into classes, which classes shall be as follows:

(1) Class A-1 licenses, which shall authorize the retail sale of alcoholic liquor in original package not for consumption on the premises where sold.

(2) Class A-2 licenses, which shall authorize the retail sale of beer and wine only in original package not for consumption on the premises where sold.

(3) Class A-3 licenses, as an add-on license, which shall authorize the holder of a Class A-1 license to give away wine or beer for tasting purposes only on the licensed premises subject to all of the terms and conditions set out in § 111.005 of this chapter.

(4) Class B-1 licenses, which shall authorize the retail sale of alcoholic liquor for consumption on the premises of a public golf course. Tastings of alcoholic liquor may also take place on premises pursuant to this Class B-1 license.

(5) Class C-1 licenses, which shall authorize the retail sale of alcoholic liquor for consumption on the premises of a restaurant only and served indoors, with or without a meal.

(6) Class C-2 licenses, which shall authorize the retail sale of alcoholic liquor for consumption on the premises of a restaurant only and served indoors, with or without a meal, or for consumption off-premises when sold sealed in its original package.

(7) Class C-3 licenses, as an add-on license, which shall permit the holder of any C-1, C-2, E-1, or J licensee to provide alcoholic liquor service within specified outdoor areas, but only upon such terms and conditions as the Local Liquor Commissioner may establish for the licensed premises and only to the extent of such liquor service authorized by the underlying liquor license.

(8) Class D-1 licenses, which shall authorize:

(a) The retail sale of alcoholic liquor by a club, to its members and their guests for consumption on the club premises; and

(b) For not more than four events in any calendar year, the retail sale of alcoholic liquor in original package to its members and their guests for consumption off the premises where sold;

(9) Class E-1 licenses, which shall authorize the retail sale of alcoholic liquor for consumption on the premises of a hotel, but only between the hours of 11:00 a.m. and 12:00 midnight.

(10) (a) Class F-2 licenses, which shall authorize the retail sale of alcoholic liquor for on-premises consumption at events conducted under the following circumstances

1. By a religious, charitable, fraternal or other not-for-profit organizations, for periods not in excess of 48 hours;

2. On publicly--owned property or on school grounds, by a person or entity for a period not in excess of 48 hours;

3. On the premises of a property located in either the B-1, B-2, B-3 or B-4 zoning districts in the city, for periods not in excess of 48 hours, and on no more than two occasions per licensee in any calendar year;

4. On publicly-owned property or on school grounds, by holders of any class of liquor license issued under this Chapter for outdoor events open to the public for a period not in excess of 48 hours.

(b) All applications for a Class F-2 license shall state the names and addresses of the individual or, if the person is a business entity or organization, all officers of such entity, the address of the premises upon which the sale of alcoholic liquor will be made, the estimated attendance upon the premises during the period of the license and whether such sales will be made to the public or only to bona fide members of the organization for which the license is requested. Satisfactory evidence from the owner of the premises shall be furnished showing the authorization to the applicant for the use of said premises, including the sale of alcoholic liquor for the period for which the license is requested.

(c) For all events taking place on city-owned property, the applicant must also submit a proposal for the special event identifying the type of event, proposed hours, proposed security plan, evidence that the licensed premises is covered by insurance as provided by § 111.045(B) of this chapter so as to hold harmless the city, its elected or appointed officials, officers, employees, agents, representatives and attorneys from all financial loss, damage or harm, and any other information regarding the event or applicant requested by city staff. The event must be approved by the city in writing pursuant to its applicable policies for such events prior to the issuance of any Class F-2 license.

(11) (a) Class F-3 licenses, which shall authorize the retail sale of beer and wine only in any of the circumstances permitted under the F-2 License class.

(b) All applications for a Class F-3 license shall state the names and addresses of the individual or, if the person is a business entity or organization, all officers of such entity, the address of the premises upon which the sale of beer and wine will be made, the estimated attendance upon the premises during the period of the license and whether such sales will be made to the public or only to bona fide members of the organization for which the license is requested. Satisfactory evidence from the owner of the premises shall be furnished showing the authorization to the applicant for the use of said premises, including the sale of alcoholic liquor for the period for which the license is requested.

(c) For all events taking place on city-owned property, the applicant must also submit a proposal for the special event identifying the type of event, proposed hours, proposed security plan, evidence that the licensed premises is covered by insurance as provided by § 111.045(B) of this chapter so as to hold harmless the city, its elected or appointed officials, officers, employees, agents, representatives and attorneys from all financial loss, damage or harm, and any other information regarding the event or applicant requested by city staff. The event must be approved by the city in writing pursuant to its applicable policies for such events prior to the issuance of any Class F-3 license.

(12) Class F-4 license, which shall authorize the retail sale of alcoholic liquor on private property, by for-profit organizations and individuals in connection with sporting events for which the public is able to purchase tickets to attend. A separate Class F-4 license shall be required for each vendor of alcoholic liquor associated with the event. All applications for a Class F-4 license shall state the names and addresses of the individual applicant or all officers of the organization, the address of the premises upon which the sale or give-away of alcoholic liquor will be made, the estimated attendance upon the premises. The applicant must also submit a proposal for the special event identifying the type of event, proposed dates, proposed hours, proposed security plan and any other information regarding the event or applicant requested by city staff. Class F-4 licenses will only be valid for the specific dates of the sporting events, and subject to such other terms and conditions as determined by the Local Liquor Control Commissioner. The fee for Class F-4 Licenses will be charged on a per-day basis.

(13) Class F-5 licenses, which shall authorize the retail sale, give away or other dispensing free of charge, of alcoholic liquor for consumption on the premises of any city-owned property that is operated and occupied by a not-for-profit organization when such retail sale, give away or other dispensing free of charge is incidental and complementary to a special event sponsored by such not-for-profit organization from time to time; provided, however, that, no more than 26 such special events shall be permitted during any license year per licensee. In addition to the requirements set forth in this division (A)(14), the applicant shall submit to all other requirements of this chapter, as amended, as well as the State Liquor Control Act of 1934, 235 ILCS 5/1-1 et seq. Any such retail sale, give away or other dispensing free of charge that is incidental and complementary to a special event shall also be subject to the following conditions and limitations.

(a) The applicant shall provide written notice to the Commissioner, or the Commissioner's designee, no less than five business days prior to any special event at which alcoholic liquor will be served. Such notice shall include the date, time, location within the licensed premises, and number of invitees or anticipated attendees for such special event;

(b) The applicant shall supervise, or cause to be supervised, the retail sale, give away or other dispensing free of charge of alcoholic liquor, to ensure that such retail sale, give away or other dispensing free of charge of alcoholic liquor is confined to area within the licensed premises identified in the notice to the Commissioner and is properly monitored to ensure that no underage consumption of alcoholic beverages is permitted. The Liquor Control Commissioner or the Commissioner's designee may require the applicant to develop appropriate protocols to ensure compliance with this division (A)(14)(b);

(c) The applicant shall not advertise, or otherwise publish the availability of alcoholic liquor through any media or other means of communication, with the sole exception that a mailed invitation for a special event may advertise the availability of alcoholic liquor at such special event;

(d) The applicant shall provide evidence to the Local Liquor Control Commission, at the time of its application for a F-5 liquor license, that the licensed premises is covered by dram shop liability insurance in maximum limits so as to hold harmless the city, its elected or appointed officials, officers, employees, agents, representatives and attorneys from all financial loss, damage or harm; and

(e) In connection with any special event on the licensed premises, the Commissioner may impose such conditions and requirements that may be reasonable or appropriate to ensure that the public health, safety, welfare and convenience are protected and preserved.

(14) Class F-6 licenses, which shall authorize the retail sale, give away or other dispensing free of charge, of alcoholic liquors for consumption on the premises of any city-owned property that is operated, used, or occupied by a not-for-profit organization when such retail sale, give away or other dispensing free of charge is incidental and complementary to a special event sponsored by such not-for-profit organization from time to time; provided, however, that, no more than 12 such special events shall be permitted during any license year per licensee. In addition to the requirements set forth in this division (A)(15), the applicant shall submit to all other requirements of this chapter, as amended, as well as the State Liquor Control Act of 1934, 235 ILCS 5/1-1 et seq. Any such retail sale, give away or other dispensing free of charge that is incidental and complementary to a special event shall also be subject to the following conditions and limitations.

(a) The applicant shall provide written notice to the Commissioner, or the Commissioner's designee, no less than five business days prior to any special event at which alcoholic liquor will be served. Such notice shall include the date, time, location within the licensed premises, and number of invitees or anticipated attendees for such special event.

(b) The applicant shall supervise, or cause to be supervised, the retail sale, give away or other dispensing free of charge of alcoholic liquor, to ensure that such retail sale, give away or other dispensing free of charge of alcoholic liquor is confined to the area(s) within the licensed premises identified in the notice to the Commissioner and is properly monitored to ensure that no underage consumption of alcoholic beverages is permitted. The Liquor Control Commissioner or the Commissioner's designee may require the applicant to develop appropriate protocols to ensure compliance with this division (A)(15)(b).

(c) Unless a specific event is otherwise authorized by resolution of the City Council, the applicant shall not advertise, or otherwise publish the availability of alcoholic liquor through any media or other means of communication; provided, however, that, a mailed invitation for a special event may advertise the availability of beer or wine at such special event.

(d) The applicant shall provide evidence to the Local Liquor Control Commission, at the time of its application for a F-6 liquor license, that the licensed premises is covered by dram shop liability insurance in maximum limits so as to hold harmless the city, its elected or appointed

officials, officers, employees, agents, representatives and attorneys from all financial loss, damage or harm.

(e) In connection with any special event on the licensed premises, the Commissioner may impose such conditions and requirements that may be reasonable or appropriate to ensure that the public health, safety, welfare and convenience are protected and preserved.

(15) Class G-1 license, which shall authorize the retail sale of alcoholic liquor for consumption on the premises of an institution of higher learning. Such sales shall be limited to periods of time when groups are assembled on the premises solely for the promotion of some common object other than the sale or consumption of alcoholic liquor.

(16) Class G-2 license, which shall authorize the retail sale of beer and wine only by institutions of higher learning at designated locations upon the grounds of such institutions and accessible only to the faculty, staff, alumni and students, and pre-registered visitors of such institution of higher learning, and their families and guests, all of whom must be at least 21 years of age, for consumption on the licensed premises; limiting the consumption of beer and wine to indoors on the premises provided that:

(a) Retail sales of alcoholic liquor at a Class G-2 licensed establishment shall only be authorized to operate between the hours of 5:00 p.m. and 12:00 a.m. daily, 11:00 p.m. Sunday through Thursday, and from 5:00 p.m. to 1:00 a.m. on Fridays and Saturdays; and

(b) The license application shall include a detailed plan of the monitoring and security measures, for ensuring that the licensed premises shall be limited to the persons to whom access is limited.

(17) Class I-1 licenses, as an add-on license, which shall authorize any A-4, B-1, C-1, C-2, C-3, D-1, E-1 or F-1 licensee to permit bring-your-own-beverages to be consumed on the licensed premises of the type permitted by the licensee's license and to impose a corkage fee relating to each container of bring-your-own- beverage of not to exceed \$10 per bring-your-own- beverage container.

(18) Class I-3 licenses, which shall authorize the possession and consumption of bring-your-own beer and wine only on city-owned property that has been rented or reserved by the licensee for fundraising events, festivals, outings, or other similar special events with fewer than 200 people in attendance. In no event shall an I-3 license be valid for longer than 48 hours, and only for specific hours as determined by the Local Liquor Commissioner. Class I-3 licenses do not permit patrons of a licensed premises to depart the licensed premises with a bring-your-own-beverage unless that beverage is in its original container and with the seal unbroken. Additionally, the service and consumption of bring-your-own-beverages for purposes of a Class I-3 license shall be deemed the sale of beer and wine only for the purposes of the application requirements under § 111.043, but the Local Liquor Commissioner is authorized to waive portions of the required background information and statements found in § 111.043 for I-3 license applicants.

(19) Class J license, which shall be an add-on license to the operation of a grocery store that already holds a valid existing liquor license and is operated on the terms and conditions herein specified. A licensee holding a Class J license may sell and serve individual servings of beer and wine for consumption on the premises and not in the original container. Such a license may be issued to and/or retained for use only at an establishment that the Commissioner determines (in the Commissioner's reasonable discretion) qualifies fully as a grocery store as defined in this chapter.

(20) Class K licenses, which shall authorize the service and consumption of alcoholic liquors in the Beach Area, as defined in this Chapter, which shall be approved by the Commissioner. Such alcoholic liquors shall only be served in and consumed from a container approved by the Commissioner. The licensee shall post sufficient signage to identify the borders of the Beach Area, which signage shall be subject to approval of the Commissioner. Class K licenses shall only be available to those licensees who are otherwise compliant with the law.

(B) Term; prorating fee. Each license shall terminate April 30 next following its issuance. The fee to be paid shall be reduced in proportion to the full calendar months which have expired in the year prior to the issuance of the license.

(C) Conditions on licenses. All licenses classifications identified in this section may be subject to additional conditions required by the Commissioner or City Council. The conditions shall be listed on the license and may relate to, security procedures, placement or location of alcoholic liquor on the licensed premises, food service requirements, hours of sale or service, or other matters that affect the health, safety and welfare of the residents of the city.

(D) Fee waivers. The Commissioner shall have the authority to waive any fee prescribed herein for any license on city property or any license for an event sponsored by the city or other governmental agency.

#### § 111.037 NUMBER OF LICENSES.

(A) The number of liquor licenses issued by the city shall be limited as follows:

Class	Maximum Number of Licenses Authorized
A-1	8
A-2	6
A-3	No more than the total number of Class A-1 licenses issued by the city
B-1	1
C-1	9
C-2	10
C-3	14

D-1	5
E-1	2
F-2	As many as determined reasonable by the Commissioner
F-3	As many as determined reasonable by the Commissioner
F-4	As many as determined reasonable by the Commissioner
F-5	1
F-6	3
G-1	3
G-2	2
I-1	No more than the total number of Class B-1, C-1, C-2, C-3, D-1, E-1 and F-1 licenses issued by the city
I-3	As many as determined reasonable by the Commissioner
J	1
K	1

(B) Without further action of the City Council, the maximum number of licenses in any class shall be automatically reduced by one upon the expiration, revocation or non-renewal of an existing license in any such license class.

#### § 111.038 LIST.

The Commissioner shall keep or cause to be kept a complete record of all such licenses issued by him or her and shall furnish the City Clerk, Treasurer and Chief of Police each with a copy thereof. Upon the issuance of any new licenses or the revocation of any old license, the Commissioner shall give written notice of such action to each of these officers within 48 hours of such action.

#### § 111.039 TRANSFER OF LICENSES.

(A) (1) A license shall be purely a personal privilege good for the period specified in the license, but in no event shall a license exceed one year after issuance, unless sooner revoked as provided in this chapter, and shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be available or transferable, voluntarily, or subject to being encumbered or hypothecated.

(2) Such license shall not descend by the laws of testate or intestate devolution, but it shall cease upon the death of the licensee; provided that, executors or administrators of the estate of any deceased licensee, and the trustee of any insolvent or bankrupt licensee, when such estate consists in part of alcoholic liquor, may continue the business of the sale of alcoholic liquor under order of the appropriate court, and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the death of such decedent, or such insolvency or bankruptcy until the



expiration of such license, but not longer than six months after the death, bankruptcy or insolvency of such licensee.

(B) Any licensee may renew his or her license at the expiration thereof; provided, he or she is then qualified to receive a license and the premises for which such renewal license is sought are suitable for such purposes; and provided, further, that, the renewal privilege herein provided for shall not be construed as a vested right which shall in any case prevent the City Council from decreasing the number of licenses to be issued within his or her jurisdiction.

#### § 111.040 CHANGE OF LOCATION.

A retail liquor license shall permit the sale of alcoholic liquor on the premises described in the application and license. Such location may be changed only upon the written permit to make such change issued by the Commissioner. No change of location shall be permitted unless the proposed new location is a proper one for the retail sale of alcoholic liquor under the law of the state and for the ordinances of the city.

#### § 111.041 LOCATION RESTRICTIONS.

(A) No license shall be issued for the sale at retail of any alcoholic liquor within 100 feet of any church building used for worship or educational purposes, school (other than an institution of higher learning), hospital, senior citizen housing, daycare center, nursing or personal care facility, or any military or naval station. Notwithstanding the foregoing sentence, this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs or other places where sale of alcoholic liquor is not the principal business carried on, if such place of business so exempted shall have been established for such purposes prior to the time such other use was established within 100 feet of the licensed premises; nor to the renewal of a license for the sale of alcoholic liquor on premises within 100 feet of any church where such church has been established within such 100 feet since the issuance of the original license. Nothing contained in this division (A) shall restrict the issuance of a license for the sale of beer and wine for consumption on the premises of such college or university, at a location upon the main premises of such college or university approved by the City Liquor Commission, to those persons among the students, faculty and staff of such college or university and their families or guests to whom such sales are authorized by law.

(B) No license shall be issued to any person for the sale at retail of any alcoholic liquor other than beer or wine at any store or other place of business where the majority of customers are minors or where the principal business transacted consists of school books, school supplies, food, lunches or drinks for such minor.

#### § 111.043 APPLICATION FOR LOCAL LIQUOR LICENSE.

(A) Application generally. Applications for local liquor licenses shall be made to the Commissioner on a form prescribed by the Commissioner; shall be in writing; shall be signed by the applicant if an individual, or by one of the partners on behalf of all partners if a partnership, by a member or manager of a limited liability company, or by a duly authorized agent if a corporation; and shall be verified by an oath or affidavit. Each application shall specifically

identify the applicant and the licensed premises to which a local liquor license would be issued, and the filing of an application shall authorize the Local Liquor Commissioner or the Commissioner's agents to conduct all necessary or appropriate background checks of the applicant and its agents, owners and representatives.

(B) Background information. Each application shall include the following background information:

(1) The name, age, address and Social Security number of the applicant; in the case of a partnership, all partners and also of the persons entitled to share in the profits thereof; in the case of a corporation or club, the names and addresses of the officers and directors and every person owning or controlling more than 5% of the voting shares of stock or the ownership interest; in the case of a limited liability company, all members and managers;

(2) In the case of an individual, the citizenship and place of birth of the applicant and, if a naturalized citizen, the time and place of his or her naturalization. In the case of a corporation, the date and place of incorporation and the objects for which it was formed and proof that it is a corporation in good standing and authorized to conduct business in the state;

(3) The character of business of the applicant;

(4) The length of time that the applicant has been in the business of the character specified in response to division (B)(3) above;

(5) The amount of goods, wares and merchandise on hand at the time application is made;

(6) The location and description of the premises for which a local liquor license is sought and the specific name of the business that is to be operated under such local liquor license;

(7) The names of each governmental body from which the applicant (and all other persons identified in division (B)(1) above) has received a liquor license within ten years immediately prior to the date of the present application; and

(8) A telephone number or numbers at which the licensee or the manager can be contacted 24 hours per day.

(C) Statements required.

(1) For any license or renewal of a license, the applicant shall be required to make statements regarding such applicant and all persons to be identified pursuant to division (B)(1) above. If the applicant is an individual, that individual shall subscribe to all of the statements set out below. If the applicant is a partnership, each partner shall subscribe to all of the statements set out below; provided, however, that if the applicant is organized as a limited partnership, then the statement concerning active involvement provided in division (C)(2)(q) below shall be required only of all general partners. If the applicant is a corporation, each director and officer thereof and every person owning or controlling more than 5% of the voting shares or the ownership interest of such corporation shall subscribe to all of the statements set out below. If the applicant is a limited liability company, each member and manager shall subscribe to all of the statements set out below.

(2) If the business for which a local liquor license is sought will be managed by a manager or agent, every such manager or agent shall subscribe to all of the statements set out below. The submission of false information in regarding the following statements shall be grounds for denial, revocation or non-renewal of a liquor license:

- (a) A statement as to whether or not the applicant has a current, valid state liquor license for the premises covered by the application;
- (b) A statement as to whether or not the applicant has ever been convicted of a felony under any federal or state law;
- (c) A statement as to whether or not the applicant has ever been convicted of a violation of any federal or state law or local ordinance concerning the manufacture, possession, sale or dispensation of alcoholic liquor or has ever forfeited his or her bond to appear in court to answer charges for any such violation;
- (d) A statement as to whether the applicant has ever been convicted of a gambling offense as proscribed by any state or federal law or regulation or has ever forfeited his or her bond to appear in court to answer charges for any such violation;
- (e) A statement whether the applicant has made similar application for a similar license for a premises other than described in the application, and the disposition of such application;
- (f) A statement as to whether or not the applicant has had revoked any liquor license issued under state or federal law or under the ordinances of any municipality within ten years immediately prior to the date of the present application;
- (g) A statement as to whether or not the applicant has had suspended more than once any liquor license issued under state or federal law or under the ordinances of any municipality within one year immediately prior to the present application;
- (h) A statement as to whether or not the applicant is a city employee or a law enforcing official of the city or any other government or government agency;
- (i) A statement as to whether or not the applicant has been issued a federal gaming device stamp or a federal wagering stamp for the current tax period;
- (j) A statement as to whether or not a federal gaming device stamp has been issued for the current taxable year with respect to the premises for which the local liquor license is sought;
- (k) A statement as to whether or not the premises for which a local liquor license is sought comprises a store or other place of business where the majority of customers are under the age of 21 years or where the principal business transacted consists of the sale of school books, school supplies, food, lunches or drinks for such customers;
- (l) A statement as to whether or not the retail sale of alcoholic liquor on the premises for which a license is sought will violate any provision of this code, including this chapter;
- (m) A statement as to whether or not the premises for which a license is sought is within 100 feet of any church building used for worship or educational purposes, school (other than an institution of higher learning), hospital, senior citizen housing, daycare center, nursing or personal care facility or any military or naval station;
- (n) A statement as to whether or not the applicant is a permanent resident of the city; or for any applicant that is partnership, all of the general partners of the partnership are residents of the city;
- (o) A statement as to whether or not the applicant beneficially owns the premises for which a license is sought or has a lease thereon for the full period for which the license is to be issued;
- (p) A statement as to whether or not the applicant is the beneficial owner of the business to be licensed;

(q) A statement as to whether or not the applicant will be personally and actively involved in the operation of the business to be licensed;

(r) A statement as to whether or not the business is or will be managed by a manager or agent;

(s) A statement as to the nature of the business and the amount of anticipated alcoholic liquor sales as a percentage of gross annual sales of the business;

(t) A statement that the applicant is not disqualified from receiving a license by reason of any matter or item contained in the laws of the state, this chapter or any other code or ordinance of the city;

(u) A statement that the applicant will not violate any federal or state laws, this chapter or any other code or ordinance of the city in the conduct of the applicant's business;

(v) If the applicant is a foreign corporation, a statement as to whether or not it is qualified under the State Business Corporations Act of 1983, 215 ILCS 125/3-1 et seq., to transact business in the state;

(w) If the business to be operated pursuant to the local liquor license is operating under an assumed name, a statement that the applicant has complied with the state assumed business name act and other applicable laws; and

(x) Such other statements or information as may be necessary to demonstrate that the applicant, the applicant's business and the premises from which such business will be conducted satisfy all conditions and requirements applicable to the local liquor license being sought.

(D) Examination of applicant. At any time during the pendency of an application, the Commissioner shall have the right to compel the applicant to submit to any examination and to produce any books and records which, in the judgment of the Commissioner, are material to the determination of whether the applicant and the applicant's business are qualified to receive a local liquor license or whether the premises sought to be licensed is suitable for such purposes. The Commissioner shall also have the right to require the applicant to answer any charges made in any objection to the issuance of the license. The failure of any applicant to appear at the time and place fixed by the Commissioner for his or her examination or to produce books and records requested, unless for good cause shown, shall be deemed to be admission that the applicant is not qualified to receive a local liquor license and a request to withdraw the application.

(E) Investigation and disclosure of information contained in application; waiver of claims. By applying for, or providing information in support of an application for, a local liquor license, every person so applying or providing information thereby:

(1) Authorizes any person to disclose, and the city to investigate, all information pertaining to such application;

(2) Waives any and all claims against the city; and

(3) Agrees to indemnify and hold harmless the city and its elected and appointed officials, officers, boards, commissioners, attorneys, employees, agents and representatives from any and all claims resulting from, or arising out of, or alleged to result from or arise out of the processing of such application and any investigation related thereto. Each such person shall consent to and sign any written authorization, waiver and indemnification agreement as the city may require in connection with the processing of such application and any investigation related thereto, but no

such separate authorization, waiver, or indemnification shall be required to make effective the terms of this division (E)(3).

(F) Denial or issuance of license. If after review of an application and all relevant facts, the Commissioner determines that the application should be denied, the Commissioner shall notify the applicant within a reasonable time, in writing, stating the reasons for the denial, but otherwise shall issue the local liquor license as soon as all fees required by this chapter have been paid and all other requirements of this chapter have been satisfied.

(G) Supplemental information following issuance. Any change in information provided on, or in connection with, any application for a local liquor license that does or might affect the right of any licensee to continue to hold a local liquor license shall be reported in writing to the Commissioner within ten days after the change. All such changes shall be subject to review and approval by the Commissioner in the same manner as the original application. When any such change affects the ownership of any partnership licensee or any director, officer, manager or person owning or controlling more than 5% of the shares of any corporate licensee, all such persons that have not previously submitted information pursuant to the application process shall, within ten days after such change, submit all information required of a new applicant.

(H) Mandatory alcohol awareness training.

(1) It shall be the responsibility of each licensed establishment which sells alcoholic liquor to provide certified training from the state licensed beverage alcohol seller server education training (BASSET) program or training for intervention procedures (TIPS) program to its liquor managers, bartenders, servers and any other employee involved in the furnishing of open containers of alcoholic beverages at retail to its customers.

(2) It shall be the responsibility of each licensed establishment which sells alcoholic liquor for consumption on the premises to have present on the premises at all times when alcoholic liquor may legally be sold, a manager or other employee in charge of such establishment who shall have successfully completed a training program for servers and sellers licensed by the State Department of Alcohol and Substance Abuse and approved by the Commissioner.

(3) The initial application and all subsequent renewal applications for all classes of alcoholic liquor dealer's licenses shall be accompanied by proof of completion (copy of certificate) of such program licensed by the state by all liquor managers and such other current employees as are necessary to comply with the provisions of division (H)(1) above.

(I) Application fee. Any application shall be accompanied by a non-refundable administrative processing fee as set out in the fee schedule for new licenses, or a fee as set out in the fee schedule for renewal licenses. Applications for change in owners or officers shall be subject to a fee of \$100 or such greater amount as set out in the fee schedule.

#### § 111.044 INELIGIBILITY FOR LOCAL LIQUOR LICENSE.

No local liquor license shall be issued or renewed to:

(A) A person who is not a permanent resident of the city; provided, however, that, this division (A) shall not prohibit the issuance of a local liquor license to a corporation; and, provided further, however, that, this division (A) shall not prohibit the issuance of a local liquor license to a

partnership where at least one general partner is a permanent resident of the city or an area within ten miles of the corporate limits of the city;

(B) A person who is not of good character and reputation in the community;

(D) A person who has been convicted of a felony under any federal or state law;

(E) A person who has been convicted of being the keeper, or is keeping, a house of ill fame;

(F) A person who has been convicted of pandering or any other crime or misdemeanor opposed to decency and morality;

(G) A person whose local liquor license has been suspended more than once for cause within one year immediately prior to the present application if the Commissioner determines that the applicant is no longer worthy of the public trust;

(H) A person whose license issued under this chapter has been revoked for cause;

(I) A person who at the time of application for renewal of a local liquor license would not be eligible for such license upon a first application;

(J) A person whose place of business is managed by a manager or agent unless said manager or agent possesses the qualifications required of an individual licensee other than residency in the city;

(K) A person who has been convicted of a violation of any federal or state law or local ordinance concerning the manufacture, possession or sale of alcoholic liquor, or who has forfeited his or her bond to appear in court to answer charges for any such alleged violation;

(L) A person who does not beneficially own the premises for which a local liquor license is sought or does not have a lease thereon for the full period for which such local liquor license is to be issued;

(M) A person who is not the beneficial owner of the business to be licensed;

(N) A person who has been convicted of a gambling offense as proscribed by any state or federal law or regulation or who has forfeited his or her bond to appear in court to answer charges for any such alleged violation;

(O) A person to whom a federal gaming device stamp or a federal wagering stamp has been issued by the federal government for the current tax period;

(P) A person applying for a license with respect to premises for which a federal gaming device stamp has been issued for the current taxable year;

(Q) A person applying for a license with respect to premises on which the retail sale of alcoholic liquor would violate any provision of this code;

(R) A person who will not be personally and actively involved in the operation of the business to be licensed, either directly or through a manager identified in the license application;

(S) A co-partnership, unless all members thereof shall be qualified to obtain a license; provided, however, that the requirement of active involvement in division (R) above shall apply to only one such partner;

(T) A corporation, if any director, officer or manager thereof, or any person owning or controlling more than 5% of the stock thereof, or a limited liability company, if any member or manager thereof, would not be eligible to receive a license hereunder for any reason other than citizenship and residence or the requirement of active involvement in division (R) above;

(U) A corporation, unless it is incorporated in the state or is a foreign corporation that is qualified under the State Business Corporations Act of 1983, 215 ILCS 125/3-1 et seq., to transact business in the state;

(V) Any law enforcing public official (including where applicable any alderman, or member of the City Council), any Mayor, any chairperson or member of a county board, and no such official shall be interested in any way, either directly or indirectly, in the manufacture, sale or distribution of alcoholic liquor;

(W) Any person, association, partnership, limited liability company or corporation not eligible for a state liquor license; and

(X) A person who has made any omission or false statement in the application required under this chapter.

#### § 111.045 CONDITIONS FOR ISSUANCE, MAINTENANCE AND RENEWAL OF LOCAL LIQUOR LICENSE.

(A) State license required. All local liquor licenses shall be conditioned on the acquisition and maintenance in good standing by the applicant and licensee of a state liquor license. No local liquor license shall authorize the retail sale of any alcoholic liquor until proof of acquisition of such state liquor license is furnished to the Commissioner. If any state liquor license sought or held by a licensee is refused, suspended or revoked, then such licensee shall be deemed in violation of this chapter and such licensee's local liquor license shall be subject to revocation.

(B) Insurance required. All local liquor licenses shall be conditioned on the acquisition and maintenance in good standing by the applicant and licensee of general liability insurance in the amounts of at least \$1,000,000 for injury or death to any person per occurrence and \$2,000,000 in the aggregate, and \$1,000,000 for damage to property per occurrence, and \$2,000,000 in the aggregate, and dram shop liability insurance at least to the maximum amount recoverable under applicable state statutes. Before any local liquor license may be issued, the applicant shall furnish the Commissioner with a certificate from an insurance company authorized to do business in the state certifying that the applicant has such insurance policies in force for the full period for which the local liquor license is to be issued. With respect to F-2, F-3, F-5 and F-6 licenses, such licenses shall be conditioned on the acquisition and maintenance in good standing by the applicant and licensee of general liability insurance in the amounts of at least \$1,000,000 for injury or death to any person and \$1,000,000 for damage to property; provided that nothing in this division (B) shall excuse a F-2, F-3, F-5 and F-6 licensee from complying with state dram shop insurance requirements.

(C) Termination due to individual change. When a local liquor license has been issued to an individual who is discovered to be, or who becomes, ineligible for such local liquor license, the licensee shall be deemed in violation of this chapter and such licensee's local liquor license shall be subject to revocation.

(D) Termination due to partnership change. When a local liquor license has been issued to a partnership, and a change of ownership occurs resulting in any person that is ineligible to hold a local liquor license acquiring a partnership interest, the licensee shall be deemed in violation of this chapter, and such licensee's local liquor license shall be subject to revocation.

(E) Termination due to corporate change. When a local liquor license has been issued to a corporation or limited liability company, and a change occurs in any of the directors, officers, managers, stockholders of more than 5% of the stock, or members with more than a 5% interest resulting in any person that is ineligible to hold a local liquor license becoming a director, officer, manager, stockholder of more than 5%, or member with more than a 5% interest, the licensee shall be deemed in violation of this chapter, and such licensee's local liquor license shall be subject to revocation.

(F) Cessation or interruption of business. Any licensee who ceases to do business or closes his or her place of business for a period of more than 30 days without the prior written consent of the Commissioner shall be deemed in violation of this chapter, and such licensee's local liquor license shall be subject to revocation. A licensee who intends to cease to do business or who intends to close his or her place of business for more than 30 days shall give the Commissioner written notice of such cessation or closing as soon as practical after the decision to cease business or close is made, but in any event before the cessation or closing. Such notice shall state the expected date of cessation or closing and the reason therefor.

## ESTABLISHMENTS

### § 111.060 CONSUMPTION ON PREMISES.

It shall be unlawful for anyone to sell or offer for sale any alcoholic liquor for consumption on the premises where sold or to permit any one to consume alcoholic liquor on such premises, except as provided by the authorization granted under the provisions of § 111.036 of this chapter for the several classes of licenses described therein.

### § 111.061 SANITARY CONDITIONS.

All premises used for the retail sale of alcoholic liquor or for the storage of such liquor, for such sale, shall be kept in a clean and sanitary condition, and shall be kept in full compliance with the ordinances regulating the condition of premises used for the storage or sale of food for human consumption.

## SALES

### § 111.075 PROHIBITED SALES OF ALCOHOLIC LIQUOR.

#### (A) Sales to certain persons.

(1) Sales prohibited. No licensee, and no agent of any licensee, shall sell, give or deliver any alcoholic liquor to any person who is, or who appears to be, intoxicated or known by the licensee or agent to be a habitual drunkard, spendthrift, insane, mentally ill, mentally deficient or in need of mental treatment.

(2) Secondary transfer prohibited. No person, after purchasing or otherwise obtaining alcoholic liquor, shall sell, give or deliver such alcoholic liquor to any person who is, or who appears to be, intoxicated, or known by the person to be a habitual drunkard, spendthrift, insane, mentally ill, mentally deficient or in need of mental treatment.



(B) Responsibility for unlawful sales. Any sales made in violation of the provisions of this chapter shall be the responsibility of both any individual or individuals involved in such sales as well as the licensee under whose authority such sales were made. Any such licensee shall be subject to fine, license suspension and/or license revocation for any such violation.

#### § 111.076 PROHIBITIONS REGARDING MINORS.

(A) Sales to minors.

(1) Sales prohibited. No licensee, and no agent of any licensee, shall sell, give or deliver any alcoholic liquor to any minor.

(2) Responsibility of owner. No licensee shall permit any minor to remain in any room or compartment adjoining or adjacent to or situated in the room or place where such licensed premises are located; provided that, this division (A)(2) shall not apply if the minor is accompanied by his or her parent or guardian, or to any licensed premises which derives its principal business from the sale of services commodities other than alcoholic liquor.

(3) Secondary transfer prohibited. No person, after purchasing or otherwise obtaining alcoholic liquor, shall sell, give or deliver such alcoholic liquor to any minor; provided, however, that, this division (A)(3) shall not prohibit the consumption of alcoholic liquor by a minor in the performance of a religious ceremony or in the home of such minor pursuant to the approval and supervision of the parent or legal guardian of such minor.

(4) Identification required. If a licensee or any agent of a licensee believes or has reason to believe that a sale or delivery of alcoholic liquor is prohibited because the prospective recipient may be a minor, then the licensee or licensee's agent shall, before making such sale or delivery, demand adequate written evidence of age.

(a) For the purpose of preventing a violation of this section, any licensee, and any agent of a licensee, may refuse to sell alcoholic liquor to any individual who is unable to produce adequate written evidence of identity and age.

(b) For purposes of this section, ADEQUATE WRITTEN EVIDENCE OF IDENTITY AND AGE means a document issued by a federal, state, county or municipal government, including, but not limited to, a motor vehicle operator's license, a registration certificate issued under the Federal Selective Service Act or an identification card issued to a member of the armed forces.

(c) Proof that the licensee, or an agent of the licensee, demanded, was shown and reasonably relied on adequate written evidence of identity and age in any transaction forbidden by this section is an affirmative defense in any proceeding for the suspension or revocation of any local liquor license based on the occurrence of such forbidden transaction. However, it shall not be an affirmative defense if the licensee, or an agent of the licensee, accepted any written evidence of identity or age knowing it to be false or fraudulent.

(5) Warning required. Every licensee shall display at all times, in a prominent and conspicuous place within the licensed premises, a printed card supplied by the City Clerk reading substantially as follows:

WARNING TO PERSONS UNDER 21

YOU ARE SUBJECT TO A FINE UP TO \$750 UNDER THE ORDINANCES OF THE CITY OF LAKE FOREST IF YOU PURCHASE ALCOHOLIC LIQUOR OR IF YOU MISREPRESENT YOUR AGE FOR THE PURPOSE OF PURCHASING OR OBTAINING ALCOHOLIC LIQUOR.

(B) Consumption, purchase and possession prohibited. No minor shall consume alcoholic liquor, purchase alcoholic liquor, accept a gift of alcoholic liquor or have alcoholic liquor in his or her possession; provided, however, that, this division (B) shall not prohibit the consumption of alcoholic liquor by a minor in the performance of a religious ceremony or service or in a home pursuant to the direct supervision and approval of the parent or legal guardian of such minor.

(C) False identification prohibited.

(1) Misrepresentation prohibited. It shall be unlawful for any minor to misrepresent his or her age for the purpose of purchasing or obtaining alcoholic liquor. It shall be unlawful for any minor to present or offer to any licensee, or to the agent of any licensee, any written, printed or photostatic evidence of identity or age that is false, fraudulent, or not his or her own for the purpose of ordering, purchasing, attempting to purchase or otherwise procuring or attempting to procure alcoholic liquor. It shall be unlawful for any minor to have in his or her possession any false or fraudulent written, printed or photostatic evidence of identity or age.

(2) Transfer and alteration of identification prohibited. It shall be unlawful for any minor to transfer, alter or deface any written, printed or photostatic evidence of identity or age or to obtain any written, printed or photostatic evidence of identity or age by means of false or fraudulent information.

(3) Conveyance of false identification prohibited. It shall be unlawful for any person to sell, give or furnish to any other person any false or fraudulent written, printed or photostatic evidence of identity or age. It shall be unlawful for any person to sell, give or furnish to any other person any evidence of identity or age with the knowledge or intent that such evidence will be used to circumvent the provisions of this chapter.

(D) Handling prohibited. It shall be unlawful for a person to tend any bar, pour, or serve any alcoholic liquor in a licensed premises when such person is prohibited by law or ordinance from purchasing, accepting, having in possession or consuming alcoholic liquors.

(E) Parental responsibility. It shall be unlawful for any parent or legal guardian intentionally or knowingly to permit any minor for whom the parent or guardian is responsible to violate any provision of this chapter.

(F) Social hosting.

(1) Prohibited gatherings.

(a) It is unlawful for any person to host, or fail to take reasonable steps to prevent a gathering at any residence or site, other private property, public place or in any conveyance, over which that person has control or a reasonable opportunity for control where illicit drugs or alcoholic liquor have been consumed by a minor, if such person either knew or reasonably should have known that a minor was consuming any illicit drugs or alcoholic liquor.

(b) 1. A person who hosts a gathering shall be deemed to have known or should have known that a minor was consuming illicit drugs or alcoholic liquor if:

a. Such person is present at the site of the gathering at the time any minor consumes illicit drugs or alcoholic liquor; or

b. Such person has not taken appropriate reasonable steps to prevent the consumption of illicit drugs or alcoholic liquor by minors.

2. A person who hosts a gathering does not have to be present at the gathering to be liable under this chapter.

(c) It is the duty of any person who hosts a gathering at his or her place of residence or other private property, public place, any other site under his or her control, or in any conveyance, where minors will be present, to take appropriate reasonable steps to prevent the consumption of illicit drugs or alcoholic liquor by any minor at the gathering.

(2) Exceptions.

(a) This division (F) shall not apply to conduct involving the use of alcoholic liquor that occurs at a religious ceremony or exclusively between a minor and his or her parent, as permitted by state law.

(b) A person who hosts a gathering shall not be in violation of this division (F) if he or she:

1. Seeks assistance from the Police Department or other law enforcement agency to remove any minor who refuses to abide by the person's performance of the duties imposed by this division (F) or to terminate the gathering because the person has been unable to prevent minor(s) from consuming illicit drugs or alcoholic liquor despite having taken appropriate reasonable steps to do so, as long as such request is made before any other person makes a complaint about the gathering; or

2. Advises law enforcement in advance of departing one's residence that the owner will be away and no minor is authorized to be present and consume alcoholic liquor at the owners residence.

(G) Use of rented room for consumption by minors. No person shall rent a hotel or motel room from the proprietor or agent thereof for the purpose of or with the knowledge that such room shall be used for the consumption of alcoholic liquor by minors.

(H) Proof of consumption or possession. There shall be a rebuttable presumption that a minor has consumed or possessed alcoholic liquor in violation of this section where either:

(1) The presence of alcoholic liquor in a minor's body is shown by a measurement of blood alcohol concentration; or

(2) The arresting officer:

(a) Observes one or more recognized indicia of the presence of alcoholic liquor in a minor's body, including, without limitation, an odor of alcoholic liquor on the minor's breath or impaired motor coordination or speech; and

(b) Offers the minor an opportunity to submit to a blood, urine or breath test to determine if alcoholic liquor is present in the minor's body and the minor refuses to take such a test.

#### § 111.077 HOURS OF OPERATION.

(A) It shall be unlawful for any holder of a liquor license issued under this chapter, to sell or offer for sale any alcoholic liquor in the city between the hours of 1:00 a.m. and 6:00 a.m. in the morning on any day.

(B) Notwithstanding the foregoing:

(1) Sale of alcoholic liquors for on-premises consumption may not occur in outdoor dining areas after the earlier of:

- (a) 12:00 midnight;
- (b) The close of restaurant operations at such licensed premises; or
- (c) As otherwise limited by ordinance or any conditions placed on the liquor license.

(2) Any licensee whose business operations include activities other than the sale of alcoholic liquor may continue to operate between the hours of 1:00 a.m. and 6:00 a.m.; provided that:

(a) Such operations may otherwise continue to operate during such hours under applicable laws; and

(b) The facilities involved in the sale of alcoholic liquor must either be segregated from other facilities in the licensed premises or must be capable of being locked during the hours of 1:00 a.m. and 6:00 a.m.

§ 111.078 Reserved.

§ 111.090 Reserved.

## HEARINGS

### § 111.105 VIOLATIONS, COMPLAINTS, HEARINGS AND DISCIPLINARY ACTIONS BEFORE COMMISSIONER.

(A) Violation determined by Commissioner. The Commissioner may suspend for not more than 30 days or revoke any local liquor license, and in addition to any suspension may fine any licensee, for any violation of any liquor law (including the failure of the licensee to pay any license cost or fee or any tax imposed on alcoholic liquor or the sale thereof) committed or permitted by the licensee or any agent of the licensee, or which occurs at the licensed premises, or for which the licensee or any agent of the licensee is otherwise legally responsible.

(1) Suspension; revocation; fine. Except as provided in division (A)(2) below, no local liquor license shall be revoked or suspended, and no fine shall be imposed on any licensee, except after a public hearing before the Commissioner.

(2) Summary suspension. If the Commissioner has reason to believe that any continued operation of any licensed premises poses a threat to the welfare of the community, then the Commissioner may, on the issuance of a written order stating the reason for such conclusion and without notice or hearing, order a licensed premises closed for not more than seven days, during which time the licensee shall be afforded an opportunity to be heard; provided, however, that, if such licensee also conducts another business or businesses on the licensed premises, no closing order issued pursuant to this division (A)(2) shall be applicable to such other business or businesses.

(B) Violation determined by court. Whenever any licensee, or any agent of a licensee, shall be found in any court to have violated any liquor law, the local liquor license of said licensee may, in the discretion of the Commissioner, be revoked.

(C) Complaints.

(1) Any five residents of the city may file a complaint with the Commissioner alleging that a licensee has been or is violating any liquor law.

(a) Every such complaint shall be in writing, shall be in the form prescribed by the Commissioner, shall be signed and sworn to by the complaining residents and shall state the particular liquor law alleged to have been violated and the facts in detail supporting such allegation.

(b) If the Commissioner is satisfied that there is probable cause to believe a violation has occurred, the Commissioner shall set the matter for hearing and shall serve notice on the complainant and the licensee of the time and place of such hearing and of the particular charges in the complaint to be considered at such hearing.

(2) On complaint of the State Department of Revenue, the Commissioner shall refuse the issuance or renewal of any local liquor license, or shall suspend or revoke any local liquor license, for any of the following violations of any tax act administered by the State Department of Revenue:

(a) Failure to file a tax return;

(b) Filing of a fraudulent return;

(c) Failure to pay all or any part of any tax or penalty finally determined to be due;

(d) Failure to keep proper books and records;

(e) Failure to secure and display a certificate or subcertificate of registration; and

(f) Willful violation of any rule or regulation of the State Department of Revenue relating to the administration and enforcement of tax liability.

(D) Hearings. No local liquor license shall be revoked or suspended, and no licensee shall be fined, except after a public hearing held before the Commissioner, except as provided in division (A)(2) above. No such hearing shall be held until at least three days after the licensee has been given written notice affording the licensee an opportunity to appear and defend. All such hearings shall be open to the public. The Commissioner shall reduce all evidence to writing and shall maintain an official record of the proceedings. Within five days after the hearing, if the Commissioner determines that the licensee should be disciplined, the Commissioner shall issue a written order stating the reason or reasons for such determination. The order shall state that the license has been revoked, or the period of suspension, and the amount of the fine, if any. The Commissioner shall serve a copy of the order on the licensee within said five-day period. If a violation is found to have occurred, the Commissioner may establish conditions that must be satisfied prior to the reinstatement of the liquor license.

(E) Appeal from Commissioner. Appeals from the decision of the Commissioner shall be taken to the State Liquor Control Commission in the manner provided by law. Every review by the State Liquor Control Commission shall be limited to a review of the official record of the proceedings of the Commissioner.

§ 111.999 PENALTY.

(A) Each day on which or during which any person violates any of the provisions of this chapter, and each separate act or transaction in violation of this chapter, shall constitute a separate offense.

(B) The Commissioner may impose a fine on a licensee pursuant to § 111.105 of this chapter in an amount not to exceed \$1,000 for each violation. No licensee shall be fined more than \$10,000 during the term of such licensee's local liquor license.

(C) Except where higher minimum penalties are established by statute, and in addition to the penalties provided in § 111.105 of this chapter, any person who violates any provision of this chapter may be fined not less than \$50, nor more than \$750, for the first such violation and not less than \$100, nor more than \$750, for the second and each subsequent violation. Each day on which a violation occurs shall constitute a separate violation.

(Prior Code, § 4-26)

(D) Any person who violates or assists in the violations of any provisions of § 111.076(F) of this chapter shall be deemed to have committed a petty offense and shall reimburse the city for any response costs incurred and be fined not more than the amounts set forth below for each such violation. Each day on which, or during which, a violation occurs shall constitute a separate offense.

(1) The first violation of § 111.076(F) of this chapter shall be punishable by a fine of no less than \$250, nor more than \$1,000.

(2) A second violation of § 111.076(F) of this chapter by the same responsible person, within a 12-month period shall be punishable by a fine of no less than \$500, nor more than \$1,500.

(3) A third or subsequent violation of § 111.076(F) of this chapter by the same responsible person, within a 12-month period shall be punishable by a fine of no less than \$1,000, nor more than \$2,500."

Amended Liquor Code (Chapter 111 of the City Code)

Redlined of Changes

## “GENERAL PROVISIONS

### § 111.001 DEFINITIONS.

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

**ALCOHOL.** The product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. It does not include denatured alcohol or wood alcohol.

**ALCOHOLIC LIQUOR.** Alcohol, spirits, wine and beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer, and capable of being consumed as a beverage by a human being. The provisions of this chapter shall not apply to alcohol used in the manufacture of denatured alcohol produced in accordance with acts of Congress and regulations promulgated thereunder, or to any liquid or solid containing 0.5%, or less, of alcohol by volume.

**BEACH AREA.** That portion of the beach and shore area of Lake Michigan in Forest Park that has been approved by the Commissioner for the sale of wine and beer pursuant to the terms of a Class K license.

**BEER.** A beverage obtained by the alcoholic fermentation of an infusion or concoction of barley or other grain, malt and hops in water, and includes among other things beer, ale, stout, lager beer, porter and the like.

**BRING-YOUR-OWN-BEVERAGE.** Alcoholic beverages that patrons or guests of a licensed premises bring to such licensed premises for their own consumption on the licensed premises.

**CATERING ESTABLISHMENT.** A business conducted by a person, firm or corporation for the purpose of providing food and service for a banquet or a dinner which may occur in a location other than premises leased, owned and/or operated by the CATERING ESTABLISHMENT, the recipients of such food and/or service being persons specially invited to such banquet or dinner rather than members of the general public.

**CLUB.** A corporation organized under the laws of the state, not for pecuniary profit, solely for the promotion of some common object other than the sale or consumption of alcoholic liquors, kept, used and maintained by its members through the payment of regular dues, and owning, hiring or leasing a building or space in a building, of such extent and character as may be suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests and provided with suitable and adequate kitchen and dining room space and equipment and maintaining a sufficient number of servants and employees for cooking, preparing and serving food and meals for its members and their guests; provided that, such CLUB files with the Mayor at the time of its application for a license under this chapter two copies of a



list of names and residences of its members, and similarly files within ten days of election of any additional member his or her name and address; and, provided further that, its affairs and management are conducted by a board of directors, executive committee or similar body chosen by the members at their annual meeting and that no member or any officer, agent or employee of the CLUB is paid, or directly or indirectly receives, in the form of salary or other compensation any profits from the distribution or sale of alcoholic liquor to the CLUB or the members of the CLUB or its guests introduced by members beyond the amount of such salary as may be fixed and voted at any annual meeting by the members or by its board of directors or other governing body out of the general revenue of the CLUB.

COMMISSIONER. The City Liquor Control Commissioner designated in § 111.020 of this chapter as well as any committee or other agency appointed by the Commissioner.

CONVEYANCE. Any vehicle, trailer, watercraft or container operated for the transportation of person or property.

GATHERING. Any group of three or more persons who have assembled or gathered together for a social occasion or other activity.

GROCERY STORE. A retail store that is (a) over 15,000 square feet in size, (b) has at least 60 off-street parking spaces devoted to such use, and (c) devotes at least 60% of its gross floor area to the sale of household foodstuffs for offsite consumption, including the sale of fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, baked foods and/or prepared foods. Other household supplies or other products shall be secondary to the primary purpose of food sales. The definition of GROCERY STORE shall not include any establishment that sells gasoline or other fuel for dispensing into motor vehicles.

HOST. To aid, conduct, allow, entertain, organize, supervise, control or permit a gathering.

HOTEL. Every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, in which 25 or more rooms are used for the sleeping accommodations of such guests and having one or more public dining rooms where meals are served to such guest, such sleeping accommodations and dining rooms being conducted in the same buildings in connection therewith and such building or buildings structure or structures being provided with adequate and sanitary kitchen and dining room equipment and capacity.

ILLICIT DRUGS. Any drug, substance or compound prohibited by law, including drugs prescribed by a physician which are in the possession of or used by someone other than the person to whom the drug was prescribed.

LICENSED PREMISES or PREMISES.

(1) The actual physical location described in a local liquor license at which liquor will be served under the retail liquor license once issued, and may include either indoor or outdoor dining areas; except that, no outdoor area shall be deemed part of the premises unless expressly identified in the local liquor license.

(2) For purposes of this chapter, the terms “public dining room” and “public and private dining rooms” shall be included in this definition of PREMISES.

LICENSEE. A person holding a local liquor license.

LICENSEE, AGENT OF. Any owner, partner, director, officer, manager, employee or authorized agent of a licensee but only while engaged in the business of such licensee or present on the licensed premises of such licensee.

LIQUOR CONTROL ACT. The State Liquor Control Act of 1934, 235 ILCS 5/1-1 et seq., as amended from time to time.

LIQUOR LAWS. This chapter and all other city ordinances, resolutions, regulations and rules relating to alcoholic liquor; the Liquor Control Act and all regulations issued thereunder; all federal, state and local laws imposing or pertaining to fees and taxes relating to alcoholic liquor; and all other federal and state legislation, regulations and rules applicable to the sale or use of alcoholic liquor within the city.

LOCAL LIQUOR LICENSE. A license issued pursuant to the provisions of this chapter.

MINOR. A person under the age of 21 years.

ORIGINAL PACKAGE. Any bottle, flask, jug, can, cask, barrel, keg, hogs head or other receptacle or container, whatsoever used, corked or capped, sealed and labeled by the manufacturer of alcoholic liquor, to contain and to convey any alcoholic liquor.

PARENT. Any person having legal custody of a juvenile as a natural, adoptive parent or stepparent; as a legal guardian; or as a person to whom legal custody has been given by order of the court.

PERSON. Any individual, partnership, firm, company, corporation or entity.

PUBLIC PLACE. Any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, parks, businesses or parking lots.

**REASONABLE STEPS.** Actions that, if taken, would be expected to avoid or prevent a prohibited gathering (as provided in § 111.076(F) of this chapter), which may include, but are not limited to, controlling access to alcoholic liquor at the gathering; controlling the quantity of alcoholic liquor present at the gathering; verifying the age of persons attending the gathering by inspecting drivers licenses or other government issued identification cards to ensure that minors do not consume alcoholic liquor while at the gathering; supervising the activities of minors at the gathering; and calling for police assistance in the event people under 21 are in possession of alcoholic liquor at the gathering.

**RELIGIOUS CEREMONY.** Any bona fide rite, ceremony, service or event sponsored or sanctioned in connection with the exercise of a person's religious belief that involves the possession, consumption and dispensation of alcohol or alcoholic liquor.

**RESIDENCE or SITE.** Any home, yard, farm, field, land, apartment, condominium, hotel or motel room, other dwelling unit, hall, meeting room, park or any other place of assembly, public or private, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specifically for a party or other social function, and whether owned, leased, rented or used with or without permission or compensation.

**RESPONSE COSTS.** The costs associated with responses by law enforcement, fire and other emergency response providers to a gathering, including, but not limited to:

(1) Salaries and benefits of law enforcement, code enforcement, fire or other emergency response personnel for the amount of time spent responding to, remaining at or otherwise dealing with a gathering, and the administrative costs attributable to such response(s);

(2) The cost of any medical treatment for any law enforcement, code enforcement, fire or other emergency response personnel injured while responding to, remaining at or leaving the scene of a gathering; and

(3) The cost of repairing any city equipment or property damaged, and the cost of the use of any such equipment in responding to, remaining at or leaving the scene of a gathering.

**RESTAURANT.** A public place primarily kept, used, maintained, advertised and held out to the public for the serving of meals to patrons seated at tables or booths, and where complete meals are actually and regularly served, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests.

**RETAIL SALE, SELL AT RETAIL and SALE AT RETAIL.** Sales for use or consumption and not for resale in any form.

**SALE.** Any transfer, exchange or barter in any manner, or by any means whatsoever, with or without consideration, and includes all sales made by any person, whether principal, proprietor, agent, servant or employee.

SPIRITS. Any beverage, which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, gin or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

STATE LIQUOR LICENSE. A license issued by the State Liquor Control Commission pursuant to the provisions of the Liquor Control Act.

TO SELL. Includes to keep or expose for sale and to keep with intent to sell.

WINE. Any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol liquor, as defined above.

#### § 111.002 SALE OF ALCOHOLIC LIQUOR.

It shall be unlawful to ~~peddle or otherwise~~ sell alcoholic liquor at locations not specified in a duly authorized local liquor license in the city.

#### § 111.003 MANUFACTURE PROHIBITED.

It shall be unlawful for any person to engage in the business of manufacturing alcoholic liquor in the city.

#### § 111.004 ALCOHOLIC LIQUOR IN PUBLIC PLACES AND MOTOR VEHICLES. ~~DRINKING IN PUBLIC PLACE.~~

(A) It shall be unlawful for any person to consume any alcoholic beverages of any type either:

- (1) In any place of public accommodation or public place (other than licensed premises); or
- (2) Upon any public street, alley or thoroughfare.

(B) Section 111.004(A) shall not apply to beer and wine sold in an approved container provided by an authorized licensee pursuant to a valid Class K liquor license and consumed in the beach area, as defined by § 111.001.

~~(C) It shall be unlawful for any licensee to permit any person to consume any alcoholic beverages of any type at any licensed premises unless such alcoholic beverages are either:~~

~~—(1) Sold by such licensee pursuant to a license allowing sale of alcoholic beverages for consumption on such licensed premises; or~~

~~—(2) Bring your own beverages and the licensed premises has a Class I-1 license.~~

(C) Public intoxication prohibited. It shall be unlawful for any person to be in an intoxicated condition in any public building or on any public property or right-of-way.

(D) Public disturbance prohibited. It shall be unlawful for any person to be in an intoxicated state in any private house or place to the disturbance of any other person.

(E) Possession of open liquor in motor vehicles prohibited. It shall be unlawful for any person to transport, carry or possess any alcoholic liquor in or about any motor vehicle on any public

right-of- way, except in the original package with the seal unbroken, or as otherwise authorized by state law.

§ 111.005 GIVE AWAY PROHIBITED.

(A) It shall be unlawful for any person to give away or otherwise dispense free of charge, by the drink or in any other manner, within the city, an alcoholic beverage; except that, the giving away by a Class A-3 licensee, without charge, of beer and wine, or a Class B-1, C-2 or D-1 licensee, without charge, of alcoholic liquor in small and limited amounts for tasting purposes only, immediately prior and incidental to, the sale of such alcoholic liquor in the original package for consumption off the premises shall not be considered a violation of this section.

(B) Such give away, however, shall be subject to the following conditions and limitations:

(1) The tastings shall be attended by and supervised by a full-time employee and only in a designated area on the licensed premises as approved by the Commissioner and designated in the license;

(2) The actual amount of wine tasted may not exceed an ounce; and

(3) The sample shall be served in a container which shall be disposed of following sample.

(C) Furthermore, it is hereby declared unlawful to advertise the availability of “tasting” through any public media or other means of communication other than:

(1) On the premises where the “tasting” will occur; or

(2) By a direct mailing that provides the date and location of the “tasting.”

(D) (1) Notification of the date and location of a particular “tasting” shall not be sent to more than 200 individual residences.

(2) Further, the provisions of this section prohibiting give away or other dispensing of alcoholic beverages shall not apply to Class F-2, Class F-3 or Class F-4 licenses.

§ 111.006 APPLICABILITY OF OTHER LAWS.

(A) State law adopted. All of the provisions, including all words and phrases, of the Liquor Control Act and the rules and regulations issued by the State Liquor Control Commission pertaining to local control of alcoholic liquor, as the same may be amended from time to time, are hereby incorporated into and declared to be a part of this chapter as if expressly set forth herein.

(B) Compliance with all regulations required. Nothing in this chapter shall excuse or release any person from compliance with the requirements of any other applicable federal, state or local code, ordinance, regulation or rule.

LOCAL LIQUOR CONTROL COMMISSIONER

§ 111.020 LIQUOR CONTROL COMMISSIONER.

(A) Mayor designated Commissioner. The Mayor is hereby designated as the City Liquor Control Commissioner.

(B) Powers, functions and duties of Commissioner. The Commissioner shall have the following powers, functions and duties:

- (1) To administer within the city all liquor laws;
- (2) To appoint a person or persons to assist him or her in the exercise of the powers and the performance of the duties herein provided;
- (3) To conduct hearings as provided in this chapter for the purpose of fulfilling any of the enumerated powers, functions and duties of the Commissioner; to hear testimony and take proof of information in the performance of his or her duties; and for such purposes to issue subpoenas effective in any part of the state;
- (4) To examine or cause to be examined, under oath, any licensee and any applicant for a local liquor license or for a renewal thereof and to examine or cause to be examined the books and records of any such licensee or applicant;
- (5) To receive fees for local liquor licenses and deliver the same forthwith to the City Director of Finance;
- (6) (a) To require two sets of fingerprints of any applicant for a local liquor license or for a renewal thereof, one for the city files and one to deliver to the Illinois Department of State Police and, for purposes of obtaining such fingerprints and resulting background check, to require the applicant to pay such fee as may be required by the Illinois Department of State Police. If the applicant is a partnership, each partner shall submit fingerprints annually. If the applicant is a corporation, each officer thereof and every person owning or controlling more than 5% of the voting shares or the ownership interest of such corporation shall submit fingerprints annually. If the applicant is a limited liability company, each member and manager shall submit fingerprints annually. If the business for which a local liquor license is sought will be managed by a manager or agent, every such manager or agent shall submit fingerprints annually.
- (b) The Local Liquor Control Commissioner shall have the right, at the Commissioner's sole discretion, to waive this [fingerprinting and background check](#) requirement for:
  1. Any individual that is not involved in the daily management or operation of the premises; and
  2. For any individual associated with a not-for-profit organization seeking a Class ~~F-1~~, F-5 or F-6 license under this chapter.
- (7) To grant or renew local liquor licenses in accordance with the provisions of the liquor laws;
- (8) To deny any application for the issuance or renewal of a local liquor license to any applicant or premises that the Commissioner has determined to be ineligible therefor in accordance with the provisions of the liquor laws;
- (9) To keep or cause to be kept a complete record of all local liquor licenses and to furnish the City Clerk with a copy thereof; and, on the issuance or renewal of any local liquor license, or the revocation or suspension of any existing local liquor license, to give notice of such action to the City Clerk within three days after such action;

(10) To lawfully enter, or to authorize any law enforcement officer to lawfully enter, at any time, any licensed premises to determine whether any of the provisions of the liquor laws have been or are being violated and at the time of such entry to examine such licensed premises in connection with such determination;

(11) To receive complaints from citizens that any of the provisions of the liquor laws have been or are being violated and to act on such complaints in the manner provided in this chapter and the other liquor laws;

(12) To examine any licensee on whom notice of revocation or suspension has been served;

(13) To suspend for cause for not more than 30 days any local liquor license, to revoke for cause any local liquor license, and to levy fines against any licensee, all in accordance with the liquor laws;

(14) To report whenever requested by the City Council all of his or her acts taken to enforce the liquor laws and all acts taken in regard to the collection of local liquor license fees;

(15) To notify the Secretary of State when a club incorporated under the State General Not-for-Profit Corporation Act or a foreign corporation functioning as a club in the state under a certificate of authority issued under that act has violated the Liquor Control Act by selling or offering for sale at retail alcoholic liquor without a retailer's license;

(16) To extend the term of any local liquor license or group of local liquor licenses, to a date specific, when such an extension is necessary for staff convenience, to accommodate change in law or policy, or to conduct further inquiry into any renewal application;

(17) For any applicant for an ~~F-1, F-5 or F-6~~ license, to waive the requirements under § 111.043(B)(1) to provide Social Security numbers or any individual to be identified as part of the license application process; and

(18) For any applicant for an ~~I-1 and I-3 license, F-1, F-5 or F-6 license~~, to waive the requirements under § 111.043(H)(1) of the license application process.

(C) Compensation. The Commissioner shall serve without compensation.

## LICENSES

### § 111.035 REQUIRED.

(A) Local and state liquor licenses required. It shall be unlawful for any person not having a current, valid local liquor license and a current, valid state liquor license and all other necessary state approvals to sell or offer for sale in the city any alcoholic liquor.

(B) Sale in violation of license prohibited. It shall be unlawful for any licensee to sell, offer for sale, or dispense in the city any alcoholic liquor except in the manner authorized by, and in compliance with, the terms and restrictions of the liquor laws and such licensee's local liquor license.

(C) Display of license. Every licensee shall cause his or her current local liquor license to be framed and hung in plain view in a conspicuous place on the licensed premises.

(D) Exception to license requirement. Notwithstanding any provisions in this chapter to the contrary, the occupant of any dwelling unit does not require a license under this chapter to sell, otherwise transfer, or provide liquor to others without consideration.

(E) It shall be unlawful for any licensee to permit any person to consume any alcoholic beverages of any type at any licensed premises unless such alcoholic beverages are either:

(1) Sold by such licensee pursuant to a license allowing sale of alcoholic beverages for consumption on such licensed premises; or

(2) Bring-your-own-beverages and the licensed premises has a Class I-1 license or Class I-3 license.

#### § 111.036 LOCAL LIQUOR LICENSES AND FEES.

(A) General. Every person engaged in the retail sale of alcoholic liquor in the city shall pay an annual license fee. Such license fees shall be established by the City Council by separate ordinance, which may be amended from time to time, and are hereby incorporated into this section as if fully set forth herein. Such licenses shall be divided into classes, which classes shall be as follows:

(1) Class A-1 licenses, which shall authorize the retail sale of alcoholic liquor in original package not for consumption on the premises where sold;

(2) Class A-2 licenses, which shall authorize the retail sale of beer and wine only in original package not for consumption on the premises where sold;

(3) Class A-3 licenses, as an add-on license, which shall authorize the holder of a Class A-1 license to give away wine or beer for tasting purposes only on the licensed premises subject to all of the terms and conditions set out in § 111.005 of this chapter;

~~—(4) Class A-4 licenses, which shall authorize the retail sale of beer and wine only in their original package during the following times: Sunday through Thursday from 2:00 p.m. to 8:00 p.m. Central Time; Friday and Saturday from 2:00 p.m. to 9:00 p.m. Central Time. Nothing herein shall prevent customers purchasing beer or wine from an A-4 licensee from consuming such beer or wine on the licensed premises pursuant to a Class I-1 or I-2 license.~~

~~(54)~~ Class B-1 licenses, which shall authorize the retail sale of alcoholic liquor for consumption ~~either on the premises of a public golf course or off the premises~~. Tastings of alcoholic liquor may also take place on premises pursuant to this Class B-1 license;

~~(65)~~ Class C-1 licenses, which shall authorize the retail sale of alcoholic liquor for consumption on the premises of a restaurant only and served indoors, with or without a meal;

~~(76)~~ Class C-2 licenses, which shall authorize the retail sale of alcoholic liquor for consumption on the premises of a restaurant only and served indoors, with or without a meal, or for consumption off-premises when sold sealed in its original package;



(87) Class C-3 licenses, as an add-on license, which shall permit the holder of any C-1, C-2, E-1, or J or C-4 licensee to provide alcoholic liquor service within specified outdoor areas, but only upon such terms and conditions as the Local Liquor Commissioner may establish for the licensed premises and only to the extent of such liquor service authorized by the underlying liquor license;

~~—(9) Class C-4 license, Class C-1 licenses, which shall authorize the retail sale of beer and wine only for consumption on the premises of a restaurant only and served indoors, with or without a meal, but only during such hours as prescribed in the liquor license issued by the Local Liquor Commissioner;~~

(108) Class D-1 licenses, which shall authorize:

(a) The retail sale of alcoholic liquor by a club, to its members and their guests for consumption on the club premises; and

(b) For not more than four events in any calendar year, the retail sale of alcoholic liquor in original package to its members and their guests for consumption off the premises where sold;

(119) Class E-1 licenses, which shall authorize the retail sale of alcoholic liquor for consumption on the premises of a hotel, but only between the hours of 11:00 a.m. and 12:00 midnight~~by restaurants, hotels or residential care facilities having seating accommodations at tables or booths for 100 or more persons, of alcoholic liquor by the drink for consumption on the premises by customers of the restaurant or hotel, such sales shall be exclusively with and incidental to the ordering and serving of a complete meal to such customer, seated at a table or booth, in the public dining room of the restaurant or hotel, but only between the hours of 11:00 a.m. and 12:00 midnight; and which shall also authorize the retail sale of alcoholic liquor for consumption in the public and private rooms of the restaurant or hotel for privately sponsored parties, lunches, dinners, receptions and similar gatherings where attendance is limited to invited guests, but only between the hours of 11:00 a.m. and 12:00 midnight;~~

~~—(12) Class F-1 licenses, which shall authorize the retail sale of alcoholic liquor by the drink to its members by a religious, charitable, fraternal or other not-for-profit organization, other than clubs as defined herein, which holds periodic meetings of its members. All applications for a Class F-1 license shall state the names and addresses of all officers of the organization, and the address of the premises upon which the sale of alcoholic liquor will be made;~~

(1310) (a) Class F-2 licenses, which shall authorize the retail sale of alcoholic liquor for on-premises consumption at~~in~~ events conducted under ~~any of~~ the following circumstances:

1. By a ~~the drink by~~ religious, charitable, fraternal or other not-for-profit organizations, for periods not in excess of 48 hours;

2. On publicly-city owned property or on school grounds, by a person or entity ~~by members and guests of religious, charitable, fraternal or other not-for-profit organizations and groups~~, for a period not in excess of 48 hours;

3. On the premises of a property ~~By the drink by a person whose premises are~~ located in either the B-1, B-2, B-3 or B-4 zoning districts in the city, for periods not in excess of 48 hours, and on no more than two occasions per licensee in any calendar year;

~~4. At events sponsored by religious, charitable, fraternal or other not-for-profit organizations and groups, for a period not in excess of 48 hours at which beer and wine may be consumed (but not given away or sold at retail) on public property not owned by the city; or~~

~~54.~~ On publiclycity-owned property or on school grounds, by holders of any class of ~~Class A-1, A-2, B-1, C-1, C-2 or E-1~~ liquor license issued under this Chapter for outdoor events open to the public for a period not in excess of 48~~72~~ hours.

(b) All applications for a Class F-2 license shall state the names and addresses of the individual or, if the person is a business entity or organization, all officers of such entity, the address of the premises upon which the sale of alcoholic liquor will be made, the estimated attendance upon the premises during the period of the license and whether such sales will be made to the public or only to bona fide members of the organization for which the license is requested. Satisfactory evidence from the owner of the premises shall be furnished showing the authorization to the applicant for the use of said premises, including the sale of alcoholic liquor for the period for which the license is requested.

(c) For all events taking place on city-owned property, the applicant must also submit a proposal for the special event identifying the type of event, proposed hours, proposed security plan, evidence that the licensed premises is covered by insurance as provided by § 111.045(B) of this chapter so as to hold harmless the city, its elected or appointed officials, officers, employees, agents, representatives and attorneys from all financial loss, damage or harm, and any other information regarding the event or applicant requested by city staff. The event must be approved by the city in writing pursuant to its applicable policies for such events prior to the issuance of any Class F-2 license.

~~(1411)~~ (a) Class F-3 licenses, which shall authorize the retail sale of beer and wine only in any of the circumstances permitted under the F-2 License class. set forth in divisions (A)(11)(a)1. through (A)(11)(a)5. above.

(b) All applications for a Class F-3 license shall state the names and addresses of the individual or, if the person is a business entity or organization, all officers of such entity, the address of the premises upon which the sale of beer and wine will be made, the estimated attendance upon the premises during the period of the license and whether such sales will be made to the public or only to bona fide members of the organization for which the license is requested. Satisfactory evidence from the owner of the premises shall be furnished showing the authorization to the applicant for the use of said premises, including the sale of alcoholic liquor for the period for which the license is requested.

(c) For all events taking place on city-owned property, the applicant must also submit a proposal for the special event identifying the type of event, proposed hours, proposed security plan, evidence that the licensed premises is covered by insurance as provided by § 111.045(B) of this chapter so as to hold harmless the city, its elected or appointed officials, officers, employees, agents, representatives and attorneys from all financial loss, damage or harm, and any other

information regarding the event or applicant requested by city staff. The event must be approved by the city in writing pursuant to its applicable policies for such events prior to the issuance of any Class F-3 license.

(~~15~~12) Class F-4 license, which shall authorize the retail sale of alcoholic liquor on private property, by for-profit organizations and individuals in connection with sporting events for which the public is able to purchase tickets to attend. A separate Class F-4 license shall be required for each vendor of alcoholic liquor associated with the event. All applications for a Class F-4 license shall state the names and addresses of the individual applicant or all officers of the organization, the address of the premises upon which the sale or give-away of alcoholic liquor will be made, the estimated attendance upon the premises. The applicant must also submit a proposal for the special event identifying the type of event, proposed dates, proposed hours, proposed security plan and any other information regarding the event or applicant requested by city staff. Class F-4 licenses will only be valid for the specific dates of the sporting events, and subject to such other terms and conditions as determined by the Local Liquor Control Commissioner. The fee for Class F-4 Licenses will be charged on a per-day basis.

(~~16~~13) Class F-5 licenses, which shall authorize the retail sale, give away or other dispensing free of charge, of alcoholic liquor for consumption on the premises of any city-owned property that is operated and occupied by a not-for-profit organization when such retail sale, give away or other dispensing free of charge is incidental and complementary to a special event sponsored by such not-for-profit organization from time to time; provided, however, that, no more than ~~26~~5 such special events shall be permitted during any license year per licensee. In addition to the requirements set forth in this division (A)(14), the applicant shall submit to all other requirements of this chapter, as amended, as well as the State Liquor Control Act of 1934, 235 ILCS 5/1-1 et seq. Any such retail sale, give away or other dispensing free of charge that is incidental and complementary to a special event shall also be subject to the following conditions and limitations.

(a) The applicant shall provide written notice to the Commissioner, or the Commissioner's designee, no less than five business days prior to any special event at which alcoholic liquor will be served. Such notice shall include the date, time, location within the licensed premises, and number of invitees or anticipated attendees for such special event;

(b) The applicant shall supervise, or cause to be supervised, the retail sale, give away or other dispensing free of charge of alcoholic liquor, to ensure that such retail sale, give away or other dispensing free of charge of alcoholic liquor is confined to area within the licensed premises identified in the notice to the Commissioner and is properly monitored to ensure that no underage consumption of alcoholic beverages is permitted. The Liquor Control Commissioner or the Commissioner's designee may require the applicant to develop appropriate protocols to ensure compliance with this division (A)(14)(b);

(c) The applicant shall not advertise, or otherwise publish the availability of alcoholic liquor through any media or other means of communication, with the sole exception that a mailed invitation for a special event may advertise the availability of alcoholic liquor at such special event;

(d) The applicant shall provide evidence to the Local Liquor Control Commission, at the time of its application for a F-5 liquor license, that the licensed premises is covered by dram shop liability insurance in maximum limits so as to hold harmless the city, its elected or appointed officials, officers, employees, agents, representatives and attorneys from all financial loss, damage or harm; and

(e) In connection with any special event on the licensed premises, the Commissioner may impose such conditions and requirements that may be reasonable or appropriate to ensure that the public health, safety, welfare and convenience are protected and preserved.

(1714) Class F-6 licenses, which shall authorize the retail sale, give away or other dispensing free of charge, of alcoholic liquors ~~beer or wine~~ for consumption on the premises of any city-owned property that is operated, used, or occupied by a not-for-profit organization when such retail sale, give away or other dispensing free of charge is incidental and complementary to a special event sponsored by such not-for-profit organization from time to time; provided, however, that, no more than 12 such special events shall be permitted during any license year per licensee. In addition to the requirements set forth in this division (A)(15), the applicant shall submit to all other requirements of this chapter, as amended, as well as the State Liquor Control Act of 1934, 235 ILCS 5/1-1 et seq. Any such retail sale, give away or other dispensing free of charge that is incidental and complementary to a special event shall also be subject to the following conditions and limitations.

(a) The applicant shall provide written notice to the Commissioner, or the Commissioner's designee, no less than five business days prior to any special event at which alcoholic liquor will be served. Such notice shall include the date, time, location within the licensed premises, and number of invitees or anticipated attendees for such special event.

(b) The applicant shall supervise, or cause to be supervised, the retail sale, give away or other dispensing free of charge of alcoholic liquor, to ensure that such retail sale, give away or other dispensing free of charge of alcoholic liquor is confined to the area(s) within the licensed premises identified in the notice to the Commissioner and is properly monitored to ensure that no underage consumption of alcoholic beverages is permitted. The Liquor Control Commissioner or the Commissioner's designee may require the applicant to develop appropriate protocols to ensure compliance with this division (A)(15)(b).

(c) Unless a specific event is otherwise authorized by resolution of the City Council, the applicant shall not advertise, or otherwise publish the availability of alcoholic liquor through any media or other means of communication; provided, however, that, a mailed invitation for a special event may advertise the availability of beer or wine at such special event.

(d) The applicant shall provide evidence to the Local Liquor Control Commission, at the time of its application for a F-6 liquor license, that the licensed premises is covered by dram shop liability insurance in maximum limits so as to hold harmless the city, its elected or appointed officials, officers, employees, agents, representatives and attorneys from all financial loss, damage or harm.

(e) In connection with any special event on the licensed premises, the Commissioner may impose such conditions and requirements that may be reasonable or appropriate to ensure that the public health, safety, welfare and convenience are protected and preserved.

(1815) Class G-1 license, which shall authorize the retail sale of alcoholic liquor for consumption on the premises of an institution of higher learning. ~~by the drink by institutions of higher learning.~~ Such sales shall be limited to periods of time when groups are assembled on the premises solely for the promotion of some common object other than the sale or consumption of alcoholic liquor;

(1916) Class G-2 license, which shall authorize the retail sale of beer and wine only in single servings by institutions of higher learning at designated locations upon the grounds of such institutions and accessible only to the faculty, staff, alumni and students, and pre-registered visitors of such institution of higher learning, and their families and guests, all of whom must be at least 21 years of age, for consumption on the licensed premises; limiting the consumption of beer and wine to indoors on the premises provided that:

(a) Retail sales of alcoholic liquor at a Class G-2 licensed establishment shall only be authorized to operate between the hours of 5:00 p.m. and 12:00 a.m. daily, 11:00 p.m. Sunday through Thursday, and from 5:00 p.m. to 1:00 a.m. on Fridays and Saturdays; and

(b) The license application shall include a detailed plan of the monitoring and security measures, for ensuring that the licensed premises shall be limited to the persons to whom access is limited.

~~(20) Class H license, available only to holders of a valid existing liquor license of any of the foregoing classes. Class H license, which shall authorize the retail sale of alcoholic liquors by catering establishments solely between the hours of 11:00 a.m. and 12:00 a.m., Sunday through Saturday, in connection with, and as an incidental part of, the catering of food for private events at a premises not otherwise licensed for the retail sales of alcoholic beverages. A PRIVATE EVENT shall be defined as an event not available to the general public except by appointment or special invitation. Such Class H licenses shall be of two classifications:~~

~~(a) Class H 1 licenses, which shall authorize the retail sale of beer and wine at a catered event; and~~

~~(b) Class H 2 licenses, which shall authorize the retail sale of any alcoholic liquor at a catered event.~~

(2117) Class I-1 licenses, as an add-on license, which shall authorize any A-4, B-1, C-1, C-2, C-3, D-1, E-1 or F-1 licensee to permit bring-your-own-beverages to be consumed on the licensed premises of the type permitted by the licensee's license and to impose a corkage fee relating to each container of bring-your-own- beverage of not to exceed \$10 per bring-your-own- beverage container.

~~(22) Class I-2 licenses, which shall authorize the service and consumption of bring your own beverages on the licensed premises and shall impose a corkage fee relating to each container of bring your own beverage not to exceed \$10 per bring your own beverage container. I 2 licenses shall only authorize the service and consumption of beer and wine. Additionally, the service and consumption of bring your own beverages for purposes of a Class I 2 license shall be deemed~~

~~the sale of alcoholic liquor for purposes of § 111.043, and I-2 licenses shall only be available to those licensees who are otherwise compliant with the law.~~

(~~23~~18) Class I-3 licenses, which shall authorize the ~~service and possession and~~ consumption of bring-your-own ~~beer and wine only-beverages~~ on city-owned property that has been rented or reserved by the licensee for fundraising events, festivals, outings, or other similar special events with fewer than 200 people in attendance. In no event ~~s~~shall an I-3 license be valid for longer than 48 hours, ~~and only for specific hours as determined by the Local Liquor Commissioner.~~ Class I-3 licenses do not permit patrons of a licensed premises to depart the licensed premises with a bring-your-own-beverage unless that beverage is in its original container and with the seal unbroken. ~~I-3 licenses shall only authorize the service and consumption of beer and wine.~~ Additionally, the service and consumption of bring-your-own-beverages for purposes of a Class I-3 license shall be deemed the sale of ~~alcoholic liquor~~~~beer and wine~~ only for the purposes of the application requirements under § 111.043, but the Local Liquor Commissioner is authorized to waive portions of the required background information and statements found in § 111.043 for I-3 license applicants. ~~I-3 licenses shall only be available to those licensees who are otherwise compliant with the law.~~

(~~24~~19) Class J license, which shall be an ~~adjunct-add-on license~~ to the operation of a grocery store that already holds a valid existing liquor license and is operated on the terms and conditions herein specified. A licensee holding a Class J license may sell and serve individual servings of beer and wine for consumption on the premises and not in the original container. Such a license may be issued to and/or retained for use only at an establishment that the Commissioner determines (in the Commissioner's reasonable discretion) qualifies fully as a grocery store as defined in this chapter.

(~~25~~20) Class K licenses, which shall authorize the service and consumption of alcoholic liquors in the Beach Area, as defined in this Chapter, which shall be approved by the Commissioner. Such alcoholic liquors shall only be served in and consumed from a container approved by the Commissioner. The licensee shall post sufficient signage to identify the borders of the Beach Area, which signage shall be subject to approval of the Commissioner. Class K licenses shall only be available to those licensees who are otherwise compliant with the law.

(B) Term; prorating fee. Each ~~such~~ license shall terminate April 30 next following its issuance. The fee to be paid shall be reduced in proportion to the full calendar months which have expired in the year prior to the issuance of the license.

(C) Conditions on licenses. All licenses classifications identified in this section may be subject to additional conditions required by the Commissioner or City Council. The conditions shall be listed on the license and may relate to, security procedures, placement or location of alcoholic liquor on the licensed premises, food service requirements, hours of sale or service, or other matters that affect the health, safety and welfare of the residents of the city.

(D) Fee waivers. The Commissioner shall have the authority to waive any fee prescribed herein for any license on city property or any license for an event sponsored by the city or other governmental agency.

§ 111.037 NUMBER OF LICENSES.

(A) The number of liquor licenses issued by the city shall be limited as follows:

Class	Maximum Number of Licenses Authorized
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A-1	8
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A-2	6
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A-3	No more than the total number of Class A-1 licenses issued by the city
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<del>A-4</del>	<del>0</del>
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B-1	1
-----	---

C-1	9
-----	---

C-2	10
-----	----

C-3	14
-----	----

<del>C-4</del>	<del>1</del>
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D-1	5
-----	---

E-1	2
-----	---

<del>F-1</del>	<del>1</del>
----------------	--------------

F-2	As many as determined reasonable by the Commissioner
-----	--

F-3	As many as determined reasonable by the Commissioner
-----	--

F-4	As many as determined reasonable by the Commissioner
-----	--

F-5	1
-----	---

F-6	3
-----	---

G-1	3
-----	---

G-2	2
-----	---

<del>H-1</del>	<del>0</del>
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<del>H-2</del>	<del>1</del>
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I-1	No more than the total number of Class B-1, C-1, C-2, C-3, D-1, E-1 and F-1 licenses issued by the city
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<del>I-2</del>	<del>1</del>
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I-3	As many as determined reasonable by the Commissioner
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J	1
---	---

K	1
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(B) Without further action of the City Council, the maximum number of licenses in any class shall be automatically reduced by one upon the expiration, revocation or non-renewal of an existing license in any such license class.

#### § 111.038 LIST.

The Commissioner shall keep or cause to be kept a complete record of all such licenses issued by him or her and shall furnish the City Clerk, Treasurer and Chief of Police each with a copy thereof. Upon the issuance of any new licenses or the revocation of any old license, the Commissioner shall give written notice of such action to each of these officers within 48 hours of such action.

#### § 111.039 TRANSFER OF LICENSES.

(A) (1) A license shall be purely a personal privilege good for the period specified in the license, but in no event shall a license ~~not to~~ exceed one year after issuance, unless sooner revoked as provided in this chapter, and shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be available or transferable, voluntarily, or subject to being encumbered or hypothecated.

(2) Such license shall not descend by the laws of testate or intestate devolution, but it shall cease upon the death of the licensee; provided that, executors or administrators of the estate of any deceased licensee, and the trustee of any insolvent or bankrupt licensee, when such estate consists in part of alcoholic liquor, may continue the business of the sale of alcoholic liquor under order of the appropriate court, and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the death of such decedent, or such insolvency or bankruptcy until the expiration of such license, but not longer than six months after the death, bankruptcy or insolvency of such licensee.

~~—(3) A refund shall be made of that portion of the license fees paid for any period in which the licensee shall be prevented from operating under such license, in accordance with the provisions of this division (A).~~

(B) Any licensee may renew his or her license at the expiration thereof; provided, he or she is then qualified to receive a license and the premises for which such renewal license is sought are suitable for such purposes; and provided, further, that, the renewal privilege herein provided for shall not be construed as a vested right which shall in any case prevent the City Council from decreasing the number of licenses to be issued within his or her jurisdiction.

#### § 111.040 CHANGE OF LOCATION.

A retail liquor license shall permit the sale of alcoholic liquor on the premises described in the application and license. Such location may be changed only upon the written permit to make such change issued by the Commissioner. No change of location shall be permitted unless the proposed new location is a proper one for the retail sale of alcoholic liquor under the law of the state and for the ordinances of the city.



#### § 111.041 LOCATION RESTRICTIONS.

(A) No license shall be issued for the sale at retail of any alcoholic liquor within 100 feet of any church building used for worship or educational purposes, school (other than an institution of higher learning), hospital, senior citizen housing, daycare center, nursing or personal care facility, or any military or naval station. Notwithstanding the foregoing sentence, this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs or other places where sale of alcoholic liquor is not the principal business carried on, if such place of business so exempted shall have been established for such purposes prior to the time such other use was established within 100 feet of the licensed premises; nor to the renewal of a license for the sale of alcoholic liquor on premises within 100 feet of any church where such church has been established within such 100 feet since the issuance of the original license. Nothing contained in this division (A) shall restrict the issuance of a license for the sale of beer and wine for consumption on the premises of such college or university, at a location upon the main premises of such college or university approved by the City Liquor Commission, to those persons among the students, faculty and staff of such college or university and their families or guests to whom such sales are authorized by law.

(B) No license shall be issued to any person for the sale at retail of any alcoholic liquor other than beer or wine at any store or other place of business where the majority of customers are minors or where the principal business transacted consists of school books, school supplies, food, lunches or drinks for such minor.

#### ~~§ 111.042 REVOCATION;SUSPENSION.~~

~~—The Commissioner may suspend, for not more than 30 days or revoke for cause, any liquor license for any violation of any provisions contained in this chapter or the statutes of the state pertaining to the sale of alcoholic liquor.~~

#### § 111.043 APPLICATION FOR LOCAL LIQUOR LICENSE.

(A) Application generally. Applications for local liquor licenses shall be made to the Commissioner on a form prescribed by the Commissioner; shall be in writing; shall be signed by the applicant if an individual, or by one of the partners on behalf of all partners if a partnership, by a member or manager of a limited liability company, or by a duly authorized agent if a corporation; and shall be verified by an oath or affidavit. Each application shall specifically identify the applicant and the licensed premises to which a local liquor license would be issued, and the filing of an application shall authorize the Local Liquor Commissioner or the Commissioner's agents to conduct all necessary or appropriate background checks of the applicant and its agents, owners and representatives.

(B) Background information. Each application shall include the following background information:

(1) The name, age, address and Social Security number of the applicant; in the case of a partnership, all partners and also of the persons entitled to share in the profits thereof; in the case of a corporation or club, the names and addresses of the officers and directors and every

person owning or controlling more than 5% of the voting shares of stock or the ownership interest; in the case of a limited liability company, all members and managers;

(2) In the case of an individual, the citizenship and place of birth of the applicant and, if a naturalized citizen, the time and place of his or her naturalization. In the case of a corporation, the date and place of incorporation and the objects for which it was formed and proof that it is a corporation in good standing and authorized to conduct business in the state;

(3) The character of business of the applicant;

(4) The length of time that the applicant has been in the business of the character specified in response to division (B)(3) above;

(5) The amount of goods, wares and merchandise on hand at the time application is made;

(6) The location and description of the premises for which a local liquor license is sought and the specific name of the business that is to be operated under such local liquor license;

(7) The names of each governmental body from which the applicant (and all other persons identified in division (B)(1) above) has received a liquor license within ten years immediately prior to the date of the present application; and

(8) A telephone number or numbers at which the licensee or the manager can be contacted 24 hours per day.

(C) Statements required.

(1) For any license or renewal of a license, the applicant shall be required to make statements regarding such applicant and all persons to be identified pursuant to division (B)(1) above. If the applicant is an individual, that individual shall subscribe to all of the statements set out below. If the applicant is a partnership, each partner shall subscribe to all of the statements set out below; provided, however, that if the applicant is organized as a limited partnership, then the statement concerning active involvement provided in division (C)(2)(q) below shall be required only of all general partners. If the applicant is a corporation, each director and officer thereof and every person owning or controlling more than 5% of the voting shares or the ownership interest of such corporation shall subscribe to all of the statements set out below. If the applicant is a limited liability company, each member and manager shall subscribe to all of the statements set out below.

(2) If the business for which a local liquor license is sought will be managed by a manager or agent, every such manager or agent shall subscribe to all of the statements set out below. The submission of false information in regarding the following statements shall be grounds for denial, revocation or non-renewal of a liquor license:

(a) A statement as to whether or not the applicant has a current, valid state liquor license for the premises covered by the application;

(b) A statement as to whether or not the applicant has ever been convicted of a felony under any federal or state law;

(c) A statement as to whether or not the applicant has ever been convicted of a violation of any federal or state law or local ordinance concerning the manufacture, possession, sale or dispensation of alcoholic liquor or has ever forfeited his or her bond to appear in court to answer charges for any such violation;

(d) A statement as to whether the applicant has ever been convicted of a gambling offense as proscribed by any state or federal law or regulation or has ever forfeited his or her bond to appear in court to answer charges for any such violation;

(e) A statement whether the applicant has made similar application for a similar license for a premises other than described in the application, and the disposition of such application;

(f) A statement as to whether or not the applicant has had revoked any liquor license issued under state or federal law or under the ordinances of any municipality within ten years immediately prior to the date of the present application;

(g) A statement as to whether or not the applicant has had suspended more than once any liquor license issued under state or federal law or under the ordinances of any municipality within one year immediately prior to the present application;

(h) A statement as to whether or not the applicant is a city employee or a law enforcing official of the city or any other government or government agency;

(i) A statement as to whether or not the applicant has been issued a federal gaming device stamp or a federal wagering stamp for the current tax period;

(j) A statement as to whether or not a federal gaming device stamp has been issued for the current taxable year with respect to the premises for which the local liquor license is sought;

(k) A statement as to whether or not the premises for which a local liquor license is sought comprises a store or other place of business where the majority of customers are under the age of 21 years or where the principal business transacted consists of the sale of school books, school supplies, food, lunches or drinks for such customers;

(l) A statement as to whether or not the retail sale of alcoholic liquor on the premises for which a license is sought will violate any provision of this code, including this chapter;

(m) A statement as to whether or not the premises for which a license is sought is within 100 feet of any church building used for worship or educational purposes, school (other than an institution of higher learning), hospital, senior citizen housing, daycare center, nursing or personal care facility or any military or naval station;

(n) A statement as to whether or not the applicant is a permanent resident of the city; or for any applicant that is partnership, all of the general partners of the partnership are residents of the city;

(o) A statement as to whether or not the applicant beneficially owns the premises for which a license is sought or has a lease thereon for the full period for which the license is to be issued;

(p) A statement as to whether or not the applicant is the beneficial owner of the business to be licensed;

(q) A statement as to whether or not the applicant will be personally and actively involved in the operation of the business to be licensed;

(r) A statement as to whether or not the business is or will be managed by a manager or agent;

(s) A statement as to the nature of the business and the amount of anticipated alcoholic liquor sales as a percentage of gross annual sales of the business;

(t) A statement that the applicant is not disqualified from receiving a license by reason of any matter or item contained in the laws of the state, this chapter or any other code or ordinance of the city;

(u) A statement that the applicant will not violate any federal or state laws, this chapter or any other code or ordinance of the city in the conduct of the applicant's business;

(v) If the applicant is a foreign corporation, a statement as to whether or not it is qualified under the State Business Corporations Act of 1983, 215 ILCS 125/3-1 et seq., to transact business in the state;

(w) If the business to be operated pursuant to the local liquor license is operating under an assumed name, a statement that the applicant has complied with the state assumed business name act and other applicable laws; and

(x) Such other statements or information as may be necessary to demonstrate that the applicant, the applicant's business and the premises from which such business will be conducted satisfy all conditions and requirements applicable to the local liquor license being sought.

(D) Examination of applicant. At any time during the pendency of an application, the Commissioner shall have the right to compel the applicant to submit to any examination and to produce any books and records which, in the judgment of the Commissioner, are material to the determination of whether the applicant and the applicant's business are qualified to receive a local liquor license or whether the premises sought to be licensed is suitable for such purposes. The Commissioner shall also have the right to require the applicant to answer any charges made in any objection to the issuance of the license. The failure of any applicant to appear at the time and place fixed by the Commissioner for his or her examination or to produce books and records requested, unless for good cause shown, shall be deemed to be admission that the applicant is not qualified to receive a local liquor license and a request to withdraw the application.

(E) Investigation and disclosure of information contained in application; waiver of claims. By applying for, or providing information in support of an application for, a local liquor license, every person so applying or providing information thereby:

(1) Authorizes any person to disclose, and the city to investigate, all information pertaining to such application;

(2) Waives any and all claims against the city; and

(3) Agrees to indemnify and hold harmless the city and its elected and appointed officials, officers, boards, commissioners, attorneys, employees, agents and representatives from any and all claims resulting from, or arising out of, or alleged to result from or arise out of the processing of such application and any investigation related thereto. Each such person shall consent to and sign any written authorization, waiver and indemnification agreement as the city may require in connection with the processing of such application and any investigation related thereto, but no such separate authorization, waiver, or indemnification shall be required to make effective the terms of this division (E)(3).

(F) Denial or issuance of license. If after review of an application and all relevant facts, the Commissioner determines that the application should be denied, the Commissioner shall notify the applicant within a reasonable time, in writing, stating the reasons for the denial, but otherwise shall issue the local liquor license as soon as all fees required by this chapter have been paid and all other requirements of this chapter have been satisfied.

(G) Supplemental information following issuance. Any change in information provided on, or in connection with, any application for a local liquor license that does or might affect the right of any licensee to continue to hold a local liquor license shall be reported in writing to the Commissioner within ten days after the change. All such changes shall be subject to review and approval by the Commissioner in the same manner as the original application. When any such change affects the ownership of any partnership licensee or any director, officer, manager or person owning or controlling more than 5% of the shares of any corporate licensee, all such persons that have not previously submitted information pursuant to the application process shall, within ten days after such change, submit all information required of a new applicant.

(H) Mandatory alcohol awareness training.

(1) It shall be the responsibility of each licensed establishment which sells alcoholic liquor to provide certified training from the state licensed beverage alcohol seller server education training (BASSET) program or training for intervention procedures (TIPS) program to its liquor managers, bartenders, servers and any other employee involved in the furnishing of [open containers of](#) alcoholic beverages [at retail](#) to its customers.

(2) It shall be the responsibility of each licensed establishment which sells alcoholic liquor for consumption on the premises to have present on the premises at all times when alcoholic liquor may legally be sold, a manager or other employee in charge of such establishment who shall have successfully completed a training program for servers and sellers licensed by the State Department of Alcohol and Substance Abuse and approved by the Commissioner.

(3) The initial application and all subsequent renewal applications for all classes of alcoholic liquor dealer's licenses shall be accompanied by proof of completion (copy of certificate) of such program licensed by the state by all liquor managers and such other current employees as are necessary to comply with the provisions of division (H)(1) above.

(I) Application fee. Any application shall be accompanied by a non-refundable administrative processing fee as set out in the fee schedule for new licenses, or a fee as set out in the fee schedule for renewal licenses. Applications for change in owners or officers shall be subject to a fee of \$100 or such greater amount as set out in the fee schedule.

#### § 111.044 INELIGIBILITY FOR LOCAL LIQUOR LICENSE.

No local liquor license shall be issued or renewed to:

(A) A person who is not a permanent resident of the city; provided, however, that, this division (A) shall not prohibit the issuance of a local liquor license to a corporation; and, provided further, however, that, this division (A) shall not prohibit the issuance of a local liquor license to a partnership where at least one general partner is a permanent resident of the city or an area within ten miles of the corporate limits of the city;

(B) A person who is not of good character and reputation in the community;

~~(C) A person who is not a citizen of the United States;~~

(D) A person who has been convicted of a felony under any federal or state law;

(E) A person who has been convicted of being the keeper, or is keeping, a house of ill fame;

(F) A person who has been convicted of pandering or any other crime or misdemeanor opposed to decency and morality;

(G) A person whose local liquor license has been suspended more than once for cause within one year immediately prior to the present application if the Commissioner determines that the applicant is no longer worthy of the public trust;

(H) A person whose license issued under this chapter has been revoked for cause;

(I) A person who at the time of application for renewal of a local liquor license would not be eligible for such license upon a first application;

(J) A person whose place of business is managed by a manager or agent unless said manager or agent possesses the qualifications required of an individual licensee other than residency in the city;

(K) A person who has been convicted of a violation of any federal or state law or local ordinance concerning the manufacture, possession or sale of alcoholic liquor, or who has forfeited his or her bond to appear in court to answer charges for any such alleged violation;

(L) A person who does not beneficially own the premises for which a local liquor license is sought or does not have a lease thereon for the full period for which such local liquor license is to be issued;

(M) A person who is not the beneficial owner of the business to be licensed;

(N) A person who has been convicted of a gambling offense as proscribed by any state or federal law or regulation or who has forfeited his or her bond to appear in court to answer charges for any such alleged violation;

(O) A person to whom a federal gaming device stamp or a federal wagering stamp has been issued by the federal government for the current tax period;

(P) A person applying for a license with respect to premises for which a federal gaming device stamp has been issued for the current taxable year;

(Q) A person applying for a license with respect to premises on which the retail sale of alcoholic liquor would violate any provision of this code;

(R) A person who will not be personally and actively involved in the operation of the business to be licensed, either directly or through a manager identified in the license application;

(S) A co-partnership, unless all members thereof shall be qualified to obtain a license; provided, however, that the requirement of active involvement in division (R) above shall apply to only one such partner;

(T) A corporation, if any director, officer or manager thereof, or any person owning or controlling more than 5% of the stock thereof, or a limited liability company, if any member or manager thereof, would not be eligible to receive a license hereunder for any reason other than citizenship and residence or the requirement of active involvement in division (R) above;

(U) A corporation, unless it is incorporated in the state or is a foreign corporation that is qualified under the State Business Corporations Act of 1983, 215 ILCS 125/3-1 et seq., to transact business in the state;

(V) Any law enforcing public official (including where applicable any alderman, or member of the City Council), any Mayor, any chairperson or member of a county board, and no such official

shall be interested in any way, either directly or indirectly, in the manufacture, sale or distribution of alcoholic liquor;

(W) Any person, association, partnership, limited liability company or corporation not eligible for a state liquor license; and

(X) A person who has made any omission or false statement in the application required under this chapter.

#### § 111.045 CONDITIONS FOR ISSUANCE, MAINTENANCE AND RENEWAL OF LOCAL LIQUOR LICENSE.

(A) State license required. All local liquor licenses shall be conditioned on the acquisition and maintenance in good standing by the applicant and licensee of a state liquor license. No local liquor license shall authorize the retail sale of any alcoholic liquor until proof of acquisition of such state liquor license is furnished to the Commissioner. If any state liquor license sought or held by a licensee is refused, suspended or revoked, then such licensee shall be deemed in violation of this chapter and such licensee's local liquor license shall be subject to revocation.

(B) Insurance required. All local liquor licenses shall be conditioned on the acquisition and maintenance in good standing by the applicant and licensee of general liability insurance in the amounts of at least \$12,000,000 for injury or death to any person per occurrence and \$2,000,000 in the aggregate, -and \$12,000,000 for damage to property and dram shop liability insurance per occurrence, and \$2,000,000 in the aggregate, and dram shop liability insurance at least to the maximum amount recoverable under applicable state statutes. Before any local liquor license may be issued, the applicant shall furnish the Commissioner with a certificate from an insurance company authorized to do business in the state certifying that the applicant has such insurance policies in force for the full period for which the local liquor license is to be issued. With respect to F-2, F-3, F-5 and F-6 licenses, such licenses shall be conditioned on the acquisition and maintenance in good standing by the applicant and licensee of general liability insurance in the amounts of at least \$1,000,000 for injury or death to any person and \$1,000,000 for damage to property; provided that nothing in this division (B) shall excuse a F-2, F-3, F-5 and F-6 licensee from complying with state dram shop insurance requirements.

~~—(C) Bond required. All local liquor licenses shall be conditioned on the acquisition and maintenance in good standing by the applicant and licensee of a surety bond in favor of the city in the amount of \$2,000 to the city. Before any local liquor license may be issued, the applicant shall furnish such bond. Such bond shall be forfeited automatically on revocation of the local liquor license for which the bond was furnished if revocation was for cause.~~

(~~C~~D) Termination due to individual change. When a local liquor license has been issued to an individual who is discovered to be, or who becomes, ineligible for such local liquor license, the licensee shall be deemed in violation of this chapter and such licensee's local liquor license shall be subject to revocation.

(~~D~~E) Termination due to partnership change. When a local liquor license has been issued to a partnership, and a change of ownership occurs resulting in any person that is ineligible to hold a local liquor license acquiring a partnership interest, the licensee shall be deemed in violation of this chapter, and such licensee's local liquor license shall be subject to revocation.

(~~EF~~) Termination due to corporate change. When a local liquor license has been issued to a corporation or limited liability company, and a change occurs in any of the directors, officers, managers, stockholders of more than 5% of the stock, or members with more than a 5% interest resulting in any person that is ineligible to hold a local liquor license becoming a director, officer, manager, stockholder of more than 5%, or member with more than a 5% interest, the licensee shall be deemed in violation of this chapter, and such licensee's local liquor license shall be subject to revocation.

(~~EG~~) Cessation or interruption of business. Any licensee who ceases to do business or closes his or her place of business for a period of more than 30 days without the prior written consent of the Commissioner shall be deemed in violation of this chapter, and such licensee's local liquor license shall be subject to revocation. A licensee who intends to cease to do business or who intends to close his or her place of business for more than 30 days shall give the Commissioner written notice of such cessation or closing as soon as practical after the decision to cease business or close is made, but in any event before the cessation or closing. Such notice shall state the expected date of cessation or closing and the reason therefor.

## ESTABLISHMENTS

### § 111.060 CONSUMPTION ON PREMISES.

It shall be unlawful for anyone to sell or offer for sale any alcoholic liquor for consumption on the premises where sold or to permit any one to consume alcoholic liquor on such premises, except as provided by the authorization granted under the provisions of § 111.036 of this chapter for the several classes of licenses described therein.

### § 111.061 SANITARY CONDITIONS.

All premises used for the retail sale of alcoholic liquor or for the storage of such liquor, for such sale, shall be kept in a clean and sanitary condition, and shall be kept in full compliance with the ordinances regulating the condition of premises used for the storage or sale of food for human consumption.

## SALES

### § 111.075 PROHIBITED SALES OF ALCOHOLIC LIQUOR.

~~—(A) Sales restricted to licensed premises. A local liquor license shall permit the sale of alcoholic liquor only at the licensed premises and only in compliance with the terms of that license.~~

(~~AB~~) Sales to certain persons.

(1) Sales prohibited. No licensee, and no agent of any licensee, shall sell, give or deliver any alcoholic liquor to any person who is, or who appears to be, intoxicated or known by the licensee or agent to be a habitual drunkard, spendthrift, insane, mentally ill, mentally deficient or in need of mental treatment.



(2) Secondary transfer prohibited. No person, after purchasing or otherwise obtaining alcoholic liquor, shall sell, give or deliver such alcoholic liquor to any person who is, or who appears to be, intoxicated, or known by the person to be a habitual drunkard, spendthrift, insane, mentally ill, mentally deficient or in need of mental treatment.

(B) Responsibility for unlawful sales. Any sales made in violation of the provisions of this chapter shall be the responsibility of both any individual or individuals involved in such sales as well as the licensee under whose authority such sales were made. Any such licensee shall be subject to fine, license suspension and/or license revocation for any such violation.

#### § 111.076 PROHIBITIONS REGARDING MINORS.

##### (A) Sales to minors.

(1) Sales prohibited. No licensee, and no agent of any licensee, shall sell, give or deliver any alcoholic liquor to any minor.

(2) Responsibility of owner. No licensee shall permit any minor to remain in any room or compartment adjoining or adjacent to or situated in the room or place where such licensed premises are located; provided that, this division (A)(2) shall not apply if the minor is accompanied by his or her parent or guardian, or to any licensed premises which derives its principal business from the sale of services commodities other than alcoholic liquor.

(3) Secondary transfer prohibited. No person, after purchasing or otherwise obtaining alcoholic liquor, shall sell, give or deliver such alcoholic liquor to any minor; provided, however, that, this division (A)(3) shall not prohibit the consumption of alcoholic liquor by a minor in the performance of a religious ceremony or in the home of such minor pursuant to the approval and supervision of the parent or legal guardian of such minor.

(4) Identification required. If a licensee or any agent of a licensee believes or has reason to believe that a sale or delivery of alcoholic liquor is prohibited because the prospective recipient may be a minor, then the licensee or licensee's agent shall, before making such sale or delivery, demand adequate written evidence of age.

(a) For the purpose of preventing a violation of this section, any licensee, and any agent of a licensee, may refuse to sell alcoholic liquor to any individual who is unable to produce adequate written evidence of identity and age.

(b) For purposes of this section, ADEQUATE WRITTEN EVIDENCE OF IDENTITY AND AGE means a document issued by a federal, state, county or municipal government, including, but not limited to, a motor vehicle operator's license, a registration certificate issued under the Federal Selective Service Act or an identification card issued to a member of the armed forces.

(c) Proof that the licensee, or an agent of the licensee, demanded, was shown and reasonably relied on adequate written evidence of identity and age in any transaction forbidden by this section is an affirmative defense in any proceeding for the suspension or revocation of any local liquor license based on the occurrence of such forbidden transaction. However, it shall not be an affirmative defense if the licensee, or an agent of the licensee, accepted any written evidence of identity or age knowing it to be false or fraudulent.

(5) Warning required. Every licensee shall display at all times, in a prominent and conspicuous place within the licensed premises, a printed card supplied by the City Clerk reading substantially as follows:

WARNING TO PERSONS UNDER 21

YOU ARE SUBJECT TO A FINE UP TO \$750 UNDER THE ORDINANCES OF THE CITY OF LAKE FOREST IF YOU PURCHASE ALCOHOLIC LIQUOR OR IF YOU MISREPRESENT YOUR AGE FOR THE PURPOSE OF PURCHASING OR OBTAINING ALCOHOLIC LIQUOR.

(B) Consumption, purchase and possession prohibited. No minor shall consume alcoholic liquor, purchase alcoholic liquor, accept a gift of alcoholic liquor or have alcoholic liquor in his or her possession; provided, however, that, this division (B) shall not prohibit the consumption of alcoholic liquor by a minor in the performance of a religious ceremony or service or in a home pursuant to the direct supervision and approval of the parent or legal guardian of such minor.

(C) False identification prohibited.

(1) Misrepresentation prohibited. It shall be unlawful for any minor to misrepresent his or her age for the purpose of purchasing or obtaining alcoholic liquor. It shall be unlawful for any minor to present or offer to any licensee, or to the agent of any licensee, any written, printed or photostatic evidence of identity or age that is false, fraudulent, or not his or her own for the purpose of ordering, purchasing, attempting to purchase or otherwise procuring or attempting to procure alcoholic liquor. It shall be unlawful for any minor to have in his or her possession any false or fraudulent written, printed or photostatic evidence of identity or age.

(2) Transfer and alteration of identification prohibited. It shall be unlawful for any minor to transfer, alter or deface any written, printed or photostatic evidence of identity or age or to obtain any written, printed or photostatic evidence of identity or age by means of false or fraudulent information.

(3) Conveyance of false identification prohibited. It shall be unlawful for any person to sell, give or furnish to any other person any false or fraudulent written, printed or photostatic evidence of identity or age. It shall be unlawful for any person to sell, give or furnish to any other person any evidence of identity or age with the knowledge or intent that such evidence will be used to circumvent the provisions of this chapter.

(D) Handling prohibited. It shall be unlawful for a person to tend any bar, [pour, or serve any alcoholic liquor](#) in a licensed premises when such person is prohibited by law or ordinance from purchasing, accepting, having in possession or consuming alcoholic liquors.

(E) Parental responsibility. It shall be unlawful for any parent or legal guardian intentionally or knowingly to permit any minor for whom the parent or guardian is responsible to violate any provision of this chapter.

(F) Social hosting.

(1) Prohibited gatherings.

(a) It is unlawful for any person to host, or fail to take reasonable steps to prevent a gathering at any residence or site, other private property, public place or in any conveyance, over which that person has control or a reasonable opportunity for control where illicit drugs or alcoholic liquor have been consumed by a minor, if such person either knew or reasonably should have known that a minor was consuming any illicit drugs or alcoholic liquor.

(b) 1. A person who hosts a gathering shall be deemed to have known or should have known that a minor was consuming illicit drugs or alcoholic liquor if:

a. Such person is present at the site of the gathering at the time any minor consumes illicit drugs or alcoholic liquor; or

b. Such person has not taken appropriate reasonable steps to prevent the consumption of illicit drugs or alcoholic liquor by minors.

2. A person who hosts a gathering does not have to be present at the gathering to be liable under this chapter.

(c) It is the duty of any person who hosts a gathering at his or her place of residence or other private property, public place, any other site under his or her control, or in any conveyance, where minors will be present, to take appropriate reasonable steps to prevent the consumption of illicit drugs or alcoholic liquor by any minor at the gathering.

(2) Exceptions.

(a) This division (F) shall not apply to conduct involving the use of alcoholic liquor that occurs at a religious ceremony or exclusively between a minor and his or her parent, as permitted by state law.

(b) A person who hosts a gathering shall not be in violation of this division (F) if he or she:

1. Seeks assistance from the Police Department or other law enforcement agency to remove any minor who refuses to abide by the person's performance of the duties imposed by this division (F) or to terminate the gathering because the person has been unable to prevent minor(s) from consuming illicit drugs or alcoholic liquor despite having taken appropriate reasonable steps to do so, as long as such request is made before any other person makes a complaint about the gathering; or

2. Advises law enforcement in advance of departing one's residence that the owner will be away and no minor is authorized to be present and consume alcoholic liquor at the owners residence.

(G) Use of rented room for consumption by minors. No person shall rent a hotel or motel room from the proprietor or agent thereof for the purpose of or with the knowledge that such room shall be used for the consumption of alcoholic liquor by minors.

(H) Proof of consumption or possession. There shall be a rebuttable presumption that a minor has consumed or possessed alcoholic liquor in violation of this section where either:

(1) The presence of alcoholic liquor in a minor's body is shown by a measurement of blood alcohol concentration; or

(2) The arresting officer:

(a) Observes one or more recognized indicia of the presence of alcoholic liquor in a minor's body, including, without limitation, an odor of alcoholic liquor on the minor's breath or impaired motor coordination or speech; and

(b) Offers the minor an opportunity to submit to a blood, urine or breath test to determine if alcoholic liquor is present in the minor's body and the minor refuses to take such a test.

§ 111.077 HOURS OF OPERATION.

(A) It shall be unlawful for any holder of a liquor license issued under this chapter, to sell or offer for sale any alcoholic liquor in the city between the hours of 1:00 a.m. and 6:00 a.m. in the morning on any day.

(B) Notwithstanding the foregoing:

(1) Sale of alcoholic liquors for on-premises consumption may not occur in outdoor dining areas after the earlier of:

(a) 12:00 midnight;

(b) The close of restaurant operations at such licensed premises; or

(c) As otherwise limited by ordinance or any conditions placed on the liquor license.

(2) Any licensee whose business operations include activities other than the sale of alcoholic liquor may continue to operate between the hours of 1:00 a.m. and 6:00 a.m.; provided that:

(a) Such operations may otherwise continue to operate during such hours under applicable laws; and

(b) The facilities involved in the sale of alcoholic liquor must either be segregated from other facilities in the licensed premises or must be capable of being locked during the hours of 1:00 a.m. and 6:00 a.m.

§ 111.078 Reserved. ~~ALCOHOLIC LIQUOR IN PUBLIC PLACES AND MOTOR VEHICLES.~~

~~—(A) Consumption and possession of open containers in public places prohibited. Except for beer and wine sold in an approved container provided by an authorized licensee pursuant to a valid Class K liquor license and possessed or consumed in the beach area, as defined in § 111.001, or as may otherwise be expressly permitted, it shall be unlawful for any person to consume, or to possess open containers of, alcoholic liquor in any public building or on any public property or right of way.~~

~~—(B) Public intoxication prohibited. It shall be unlawful for any person to be in an intoxicated condition in any public building or on any public property or right of way.~~

~~—(C) Public disturbance prohibited. It shall be unlawful for any person to be in an intoxicated state in any private house or place to the disturbance of any other person.~~

~~—(D) Possession of open liquor in motor vehicles prohibited. It shall be unlawful for any person to transport, carry or possess any alcoholic liquor in or about any motor vehicle on any public right of way, except in the original package with the seal unbroken, or as otherwise authorized by state law.~~

Reserved~~FEES~~

§ 111.090 Reserved. ~~FEES.~~

~~—Fees shall as set out in the fee schedule. All fees shall be per year, unless otherwise noted.~~

HEARINGS

§ 111.105 VIOLATIONS, COMPLAINTS, HEARINGS AND DISCIPLINARY ACTIONS BEFORE COMMISSIONER.

(A) Violation determined by Commissioner. The Commissioner may suspend for not more than 30 days or revoke any local liquor license, and in addition to any suspension may fine any licensee, for any violation of any liquor law (including the failure of the licensee to pay any license cost or fee or any tax imposed on alcoholic liquor or the sale thereof) committed or permitted by the licensee or any agent of the licensee, or which occurs at the licensed premises, or for which the licensee or any agent of the licensee is otherwise legally responsible.

(1) Suspension; revocation; fine. Except as provided in division (A)(2) below, no local liquor license shall be revoked or suspended, and no fine shall be imposed on any licensee, except after a public hearing before the Commissioner.

(2) Summary suspension. If the Commissioner has reason to believe that any continued operation of any licensed premises poses a threat to the welfare of the community, then the Commissioner may, on the issuance of a written order stating the reason for such conclusion and without notice or hearing, order a licensed premises closed for not more than seven days, during which time the licensee shall be afforded an opportunity to be heard; provided, however, that, if such licensee also conducts another business or businesses on the licensed premises, no closing order issued pursuant to this division (A)(2) shall be applicable to such other business or businesses.

(B) Violation determined by court. Whenever any licensee, or any agent of a licensee, shall be found in any court to have violated any liquor law, the local liquor license of said licensee may, in the discretion of the Commissioner, be revoked.

(C) Complaints.

(1) Any five residents of the city may file a complaint with the Commissioner alleging that a licensee has been or is violating any liquor law.

(a) Every such complaint shall be in writing, shall be in the form prescribed by the Commissioner, shall be signed and sworn to by the complaining residents and shall state the particular liquor law alleged to have been violated and the facts in detail supporting such allegation.

(b) If the Commissioner is satisfied that there is probable cause to believe a violation has occurred, the Commissioner shall set the matter for hearing and shall serve notice on the complainant and the licensee of the time and place of such hearing and of the particular charges in the complaint to be considered at such hearing.

(2) On complaint of the State Department of Revenue, the Commissioner shall refuse the issuance or renewal of any local liquor license, or shall suspend or revoke any local liquor license, for any of the following violations of any tax act administered by the State Department of Revenue:

- (a) Failure to file a tax return;
- (b) Filing of a fraudulent return;
- (c) Failure to pay all or any part of any tax or penalty finally determined to be due;
- (d) Failure to keep proper books and records;
- (e) Failure to secure and display a certificate or subcertificate of registration; and

(f) Willful violation of any rule or regulation of the State Department of Revenue relating to the administration and enforcement of tax liability.

(D) Hearings. No local liquor license shall be revoked or suspended, and no licensee shall be fined, except after a public hearing held before the Commissioner, except as provided in division (A)(2) above. No such hearing shall be held until at least three days after the licensee has been given written notice affording the licensee an opportunity to appear and defend. All such hearings shall be open to the public. The Commissioner shall reduce all evidence to writing and shall maintain an official record of the proceedings. Within five days after the hearing, if the Commissioner determines that the licensee should be disciplined, the Commissioner shall issue a written order stating the reason or reasons for such determination. The order shall state that the license has been revoked, or the period of suspension, and the amount of the fine, if any. The Commissioner shall serve a copy of the order on the licensee within said five-day period. If a violation is found to have occurred, the Commissioner may establish conditions that must be satisfied prior to the reinstatement of the liquor license.

(E) Appeal from Commissioner. Appeals from the decision of the Commissioner shall be taken to the State Liquor Control Commission in the manner provided by law. Every review by the State Liquor Control Commission shall be limited to a review of the official record of the proceedings of the Commissioner.

#### § 111.999 PENALTY.

(A) Each day on which or during which any person violates any of the provisions of this chapter, and each separate act or transaction in violation of this chapter, shall constitute a separate offense.

(B) The Commissioner may impose a fine on a licensee pursuant to § 111.105 of this chapter in an amount not to exceed \$1,000 for each violation. No licensee shall be fined more than \$10,000 during the term of such licensee's local liquor license.

(C) Except where higher minimum penalties are established by statute, and in addition to the penalties provided in § 111.105 of this chapter, any person who violates any provision of this chapter may be fined not less than \$50, nor more than \$750, for the first such violation and not less than \$100, nor more than \$750, for the second and each subsequent violation. Each day on which a violation occurs shall constitute a separate violation.

(Prior Code, § 4-26)

(D) Any person who violates or assists in the violations of any provisions of § 111.076(F) of this chapter shall be deemed to have committed a petty offense and shall reimburse the city for any response costs incurred and be fined not more than the amounts set forth below for each such violation. Each day on which, or during which, a violation occurs shall constitute a separate offense.

(1) The first violation of § 111.076(F) of this chapter shall be punishable by a fine of no less than \$250, nor more than \$1,000.

(2) A second violation of § 111.076(F) of this chapter by the same responsible person, within a 12-month period shall be punishable by a fine of no less than \$500, nor more than \$1,500.

(3) A third or subsequent violation of § 111.076(F) of this chapter by the same responsible person, within a 12-month period shall be punishable by a fine of no less than \$1,000, nor more than \$2,500.”

**THE CITY OF LAKE FOREST**

**ORDINANCE NO. 2021 - \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ANNUAL FEE SCHEDULE  
RELATING TO LIQUOR LICENSE FEES**

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

**WHEREAS**, the City Council is considering certain updates and revisions to the City's regulations governing liquor licenses, which are more fully set forth Chapter 111 of the City Code of Lake Forest, 2013 ("*Liquor Code*");

**WHEREAS**, as part of the updates and revisions to the City's Liquor Code, the City Council hereby determines that it is necessary to amend the fees for liquor licenses as set forth in this Ordinance.

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

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

**SECTION TWO. Amendment.** Exhibit A of Ordinance No. 2020 - \_\_\_\_\_, entitled "AN ORDINANCE APPROVING A FEE SCHEDULE FOR THE CITY OF LAKE FOREST" is hereby amended, in part, as follows (additions are **bold and underlined**, deletions are ~~struck through~~):

\* \* \*



<b>Alcoholic Beverages:</b>			
Class A-1	General	2,700	111.036
Class A-2	General	1,500	111.036
Class A-3	General	275	111.036
<del>Class A-4</del>	<del>General</del>	<del>500</del>	<del>111.036</del>
Class B-1	General	2,500	111.036
Class C-1	General	2,600	111.036
Class C-2	General	3,000	111.036
Class C-3	General	<del>0,800</del>	111.036
<del>Class C-4</del>	<del>General</del>	<del>1500</del>	<del>111.036</del>
Class D-1	General	2,500	111.036
Class E-1	General	<del>4,100</del> 3,000	111.036
<del>Class F-1</del>	<del>General</del>	<del>100</del>	<del>111.036</del>
Class F-2	General	100 for each 24-hour period or any part thereof; 50 not for profit with proof of 501(C)(3) status	111.036
Class F-3	General	75 for each 24-hour period or any part thereof; 50 not for profit with proof of 501(C)(3) status	111.036
Class F-4	General	<del>500 for each 24-hour period or any part thereof. per vendor for the duration of the sporting event</del>	111.036
Class F-5	General	1,100	111.036
Class F-6	General	600	111.036
Class G-1	General	200	111.036
Class G-2	General	600	111.036
<del>Class H-1</del>	<del>General</del>	<del>600</del>	<del>111.036</del>
<del>Class H-2</del>	<del>General</del>	<del>1,100</del>	<del>111.036</del>
Class I-1	General	None	111.036
<del>Class I-2</del>	<del>General</del>	<del>1,500</del>	<del>111.036</del>
Class I-3	General	100	111.036
Class J	General	500	111.036
Class K	General	40/each 7 day license period	111.036
Annual Renewal	General	150 renewal of existing license or change in owners or officers	111.036
Application Fee	General	300 new license	111.043
Application for Change in Owners or Officers	General	100	111.043
Liquor License Penalty Fee	General	25	111.036

**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



**POWER SUPPLY AGREEMENT**  
By and Between  
The City of Lake Forest and  
MC Squared Energy Services, LLC

This Power Supply Agreement is entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2021 ("**Agreement**"), by and between the City of Lake Forest ("**City**"), an Illinois municipal corporation, and MC Squared Energy Services, LLC (mc<sup>2</sup>) ("**Vendor**"), an Illinois corporation with an office located at 175 W. Jackson Blvd, Suite 240, Chicago, IL 60604. mc<sup>2</sup> and the City are sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties".

**WITNESSETH**

**WHEREAS**, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 ("**Act**"), authorizes the corporate authorities of a municipality to establish a program to aggregate electrical loads of residential and small commercial retail customers and to solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services and equipment for those electrical loads; and

**WHEREAS**, pursuant to the Act, municipalities may, if authorized by referendum, operate an Electricity Aggregation Program as an "opt-out" program that applies to all residential and small commercial retail electrical customers who do not affirmatively choose not to participate; and

**WHEREAS**, the City is a member of the North Shore Electricity Aggregation Consortium, which includes the Villages of Deerfield, Glencoe, Lake Bluff, Northbrook, and Skokie, and the Cities of Highland Park, Lake Forest and Park Ridge ("**Consortium**"), which Consortium was established pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Action, 5 ILCS 220/1 *et seq.*, and Section 1-92 of the Act, 20 ILCS 3855/1-92 to facilitate joint action and intergovernmental cooperation concerning the Aggregation, and has negotiated this agreement as a joint purchasing opportunity for the use by multiple municipalities under the Governmental Joint Purchasing Act (30 ILCS 525/); and

**WHEREAS**, on March 20, 2012, the voters of the City approved a referendum to authorize the operation of a Program as an "opt-out" program pursuant to the Act; and

**WHEREAS**, although each member of the Consortium will operate a separate Electricity Aggregation Program for its residents, the Consortium members collectively determined that combining the bidding and contracting process to obtain the supply of electric power for each Consortium member's Aggregation could provide potential savings through a joint project bid ("**Joint Power Supply Bid**"); and

**WHEREAS**, the Joint Power Supply Bid was issued on March 10, 2021; and

**WHEREAS**, Vendor is a registered and certified RES by the ICC and was identified as the best value bidder pursuant to the Joint Power Supply Bid; and

**WHEREAS**, the City has selected Vendor as the supplier for the Aggregation Program; and

**WHEREAS**, the City and Vendor desire to establish the rights and obligations of the Parties with respect to aggregating, determining a price for, and supplying electricity to and for the Aggregation Program;

**NOW, THEREFORE**, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

**ARTICLE 1: RECITALS**

The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

## ARTICLE 2: DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings defined below except where the context indicates otherwise:

- A. **"Affiliate"** shall mean any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.
- B. **"Act"** shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*
- C. **"Aggregation"** or **"Municipal Aggregation"** shall mean the pooling of residential and small commercial retail electrical loads located within the City 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.
- D. **"Aggregation Consultant"** or **"Consultant"** shall refer to Illinois Community Choice Aggregation Network LLC (ICCAN), the independent consultant with demonstrated expertise in electric supply contracting that has been retained by the Consortium to assist with the implementation of each member municipality's Program; or such other independent consultant as may be identified by the City.
- E. **"Aggregation Member"** or **"Member"** shall mean a residential or small commercial retail electric account properly enrolled in the Aggregation Program.
- F. **"Aggregation Program"** or **"Program"** shall mean the program adopted by the City pursuant to Section 1-92 of the Act to provide residential and small commercial customers with retail electric supply.
- G. **"Agreement Term"** is defined in Section 3.A of this Agreement.
- H. **"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 Agreement, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.
- I. **"Ancillary Services"** shall mean certain 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).
- J. **"Commodity Price"** is defined in Section 5.E. of this Agreement.
- K. **"Commonwealth Edison"** or **"ComEd"** shall mean the Commonwealth Edison Electric Utility Company as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the City.
- L. **"Consortium"** shall mean the North Shore Electricity Aggregation Consortium.
- M. **"Default Tariff Rate"** is defined as the sum of the monthly applicable published (i) Purchased Electricity Charge, (ii) PJM Transmission Services Charge, and (iii) Purchased Electricity Adjustment Chare for residential customers served under the ICC approved tariff known as ComEd's Rate BES (Basic Electric Service).

- N. **“Default Tariff Service”** shall mean supply service from ComEd at the Default Tariff Rate, as such rate may change from time to time.
- O. **“Effective Date”** is defined in the first paragraph on the first page of this Agreement.
- P. **“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 Consortium.
- Q. **“Eligible Retail Customer”** shall mean a residential and small commercial retail customer of the Electric Utility eligible for participation in the Aggregation Program under the ICC tariff known as ComEd’s Rate GAP as defined in Exhibit E
- R. **“Extended Agreement Term”** is defined in Section 3.A of this Agreement.
- S. **“Force Majeure Event”** is defined in Section 6.C of this Agreement.
- T. **“ICC”** shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.
- U. **“Load”** shall mean the total electric energy usage required to serve the residential and small commercial Aggregation Members in the Aggregation Program.
- V. **“Meter Read Cycle End Date”** is defined as the last day of a ComEd electricity meter read cycle.
- W. **“Meter Read Cycle Start Date”** is defined as the first day of a ComEd electricity meter read cycle.
- X. **“Opt-Out”** shall mean the process by which an Eligible Retail Customer who would be included in the Aggregation Program chooses not to participate in the Aggregation Program, and therefore does not become an Aggregation Member.
- Y. **“Participating Customer”** means an Eligible Customer that either does not Opt-Out or that later opts in pursuant to Section 5.B.2.b-d.
- Z. **“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 as indicated on the ComEd list of accounts.
- AA. **“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.
- BB. **“Plan of Operation and Governance”** shall mean the Aggregation Plan of Operation and Governance adopted by the City pursuant to the requirements set forth in Section 1-92 of the Act, a copy of which is attached to this Agreement as Exhibit F.
- CC. **“REC”** shall mean Renewable Energy Credits certifiable under the Green-e® National Standard.
- DD. **“Regulatory Event”** is defined in Section 6.B of this Agreement.
- EE. **“Services”** is defined in Article 5 of this Agreement.
- FF. **“Small Commercial Retail Customer”** shall mean a retail customer that annually 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.
- GG. **“Terms and Conditions”** is defined in Section 5.B.3 of this Agreement.

### ARTICLE 3: TERM

A. **Term of Agreement.** This Agreement is for an initial term beginning on the Effective Date of this Agreement and ending on the date that is the last Meter Read Cycle End Date for Aggregation Members for September 2024 (the “***Initial Agreement Term***”), unless terminated early pursuant to Article 6 of this Agreement. The City and the Vendor may extend the Initial Agreement Term for additional periods of time up to 24 months for each extension, by written agreement approved and executed by each of them (each an “***Extended Agreement Term***”) (the applicable Initial Agreement Term or Extended Agreement Term is the “***Agreement Term***”). Nothing in this Article related to the Initial Agreement Term or the possibility of agreement to an Extended Agreement Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted by the City to the Vendor shall continue beyond the Initial Agreement Term or an approved Extended Agreement Term.

### ARTICLE 4: PROGRAM RESPONSIBILITIES

A. **City Responsibilities.**

1. **Customer Information.** Vendor and the City shall cooperate to obtain the Customer Information from ComEd, subject to the limitations on disclosure of the Customer Information established at law, including without limitation the Act, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH. The City agrees to request the Customer Information from ComEd not less than twice in each 12-month rolling period within the Agreement Term. The Vendor agrees to reimburse the City for all costs incurred by the City pursuant to this Section 4.A.1, in accordance with Section 5.F of this Agreement.
2. **Notices from ComEd.** The City shall promptly forward to the Vendor any notices received by the City from ComEd concerning the accounts of Aggregation Members.
3. **No City Obligations to Provide Services.** The parties acknowledge and agree that the City is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the City to provide, the Services to any person or entity, including without limitation the Vendor, ComEd, or any Aggregation Member.

4. **No City Financial Responsibility.** The parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the City to any other person or entity, including without limitation Vendor, ComEd, or any Aggregation Member.

**B. Vendor Obligations.**

1. **Provision of Services.** The Vendor shall provide all of the Services described in Article 5 of this Agreement throughout the Agreement Term. The Vendor acknowledges and agrees that the City is not responsible to provide and shall not be liable to the Vendor or any Aggregation Member for any failure to provide, any Services pursuant to this Agreement.
2. **Compliance with Applicable Law.** Vendor shall comply with all applicable law in providing the Services pursuant to this Agreement.
3. **Compliance with Plan of Operation and Governance.** The Vendor shall provide all services required under this Agreement in accordance and compliance with the Plan of Operation and Governance adopted by, and as may be amended by, the City. In the event of a conflict between the Plan of Operation and Governance and this Agreement, the Plan of Operation and Governance shall control, unless otherwise expressly stated and agreed to by the Parties within the Agreement including appendixes thereto.

**ARTICLE 5: VENDOR SERVICES**

The Vendor shall supply all of the following services in support of the Program (collectively, the “***Services***”):

**A. Electricity Supply.**

1. **Electricity Supply.** Vendor shall provide electricity supply sufficient to serve the Load of each Aggregation Member account for which it is ultimately contracted to serve.
  - a. **Transmission.** Vendor shall acquire, and pay for, all necessary transmission services to serve the Load of each Aggregation Member, including, without limitation, all electric energy costs, PJM congestion charges, PJM capacity charges, PJM network transaction charges, distribution losses, and transmission losses.
  - b. **Billing.** Vendor shall make all arrangements to ensure that Aggregation Members continue to receive a single monthly bill from ComEd. Additionally, Vendor shall ensure that the following fees continue to be collected and processed by ComEd: monthly payments, late payments, delivery charges and monthly service fee.
  - c. **Data.** Vendor shall maintain a comprehensive and confidential database recording historical account information for Member accounts, and maintain a current list of enrolled accounts, accounts that have opted-out of the Aggregation Program, and accounts that have been added to the Aggregation Program.
2. **REC Supply.** Vendor shall be capable of providing RECs to the City as set forth in Exhibit E – REC Purchase Program (Special Services).
3. **Delivery Specifications**
  - a. **Quality and Measurement.** Vendor warrants that all electricity sold and delivered shall be of the specifications required by PJM and ComEd and suitable for delivery to and use by the Members.
  - b. **Title.** Vendor warrants that it possesses or will possess good marketable title to all electricity sold to the Members, and that such electricity is free from all liens and adverse claims. Specifically, and without limitation of the foregoing, Vendor warrants title up to the delivery point, as identified in Section 5.A.3.c of this



Agreement. Title to and risk of loss for the electricity sold hereunder shall pass to the purchasing Member upon delivery at such delivery points.

- c. **Delivery.** Vendor shall cause all electricity supplied under this Agreement to be delivered to the ComEd distribution system to secure delivery to the Aggregation Members.

**B. Program Implementation.**

**1. Member Service.** Vendor shall maintain certain minimum levels of customer service including:

- a. **Program Management and Documentation.** Vendor shall follow its standard operating procedures governing Member education, Opt-Out notification, customer inquiries, and public outreach regarding the Aggregation Program, as set forth in Exhibit C attached hereto.
- b. **Confidentiality.** Vendor shall maintain the confidentiality of customer information pursuant to Article 10 of this Agreement and as required by law.
- c. **Customer Service.** Vendor shall assist Aggregation Members with their inquiries. Concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or the selected, and any unresolved disputes should be directed to the ICC. Inquiries from Aggregation Members should be managed within the following performance parameters:
  - i. **Telephone Inquiries.** Vendor shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives shall 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 shall 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.
  - ii. **Internet and Electronic Mail.** Vendor shall establish and maintain an opt in portal for the Aggregation Members. The portal shall provide basic information concerning the Aggregation program. A specific email address will be available to facilitate customer inquiries. Responses to inquiries submitted to the email address shall be generated within 24 hours. The MC2 website includes, "price-to-compare" rates which Aggregation Members may compare the estimated total price (including energy supply, capacity, transmission, and ancillary service costs) available to them.
  - iii. **Multi-Lingual Services.** Vendor shall provide customer service for Members requiring non-English verbal and written assistance.
  - iv. **Hearing Impaired.** Vendor shall provide customer service for hearing impaired Members.

**2. Enrollments.** Vendor shall perform the following Aggregation account enrollment tasks:

- a. **Opt-Out Notifications.** In accordance with Exhibit E of this Agreement, the Vendor shall commence and manage the Opt-Out Notification process under the supervision of the

City and the Consultant, in accordance and compliance with the Plan of Operation and Governance. A single database shall track account enrollment and billing data..

- b. **New Accounts.** Vendor shall facilitate the addition of new customer accounts to the Aggregation Program during the term of this Agreement. The City and the Vendor shall cooperate in good faith to identify, not less than once per calendar quarter, potential new customers who have established new electricity service through the Electric Utility in the City during the preceding calendar quarter, and to inform such potential new customers of the availability of the Aggregation Program. Vendor shall also develop and provide an on-line portal to facilitate the addition of new customer accounts for such potential new customers. Vendor shall pay all costs of mailings sent to such potential new customers, and all costs of the internet enrollment platform, in support of the requirements set forth in this Section 5.B.2.b.
- c. **Re-Joining the Aggregation Group.** Vendor shall assist Aggregation Members that have Opted Out to rejoin at a later date as allowed under ComEd's tariffs and policies on customer enrollment and Section 16-115E of the Public Utilities Act.
- d. **Moving Within the City and Maintaining the Same Account Number.** Vendor 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 term of this Agreement, providing that the Member notifies the Vendor of its desire to do so with 30 days' notice.
- e. **Percentage of Income Payment Plan (PIPP).** (Reserved).
- f. **Credit/Deposit Requirements.** Collection and credit procedures are to be the responsibility of ComEd, the Vendor, and the individual Member. Members will be required to comply with the payment terms of ComEd and/or the Vendor. The City is not responsible for late payment or non-payment of any Member account. Neither the City nor the Vendor shall have a separate credit or deposit policy concerning Member accounts.
- g. **Reliability of Power Supply.** The Parties acknowledge that the Program only affects pricing for the generation source of power. ComEd will continue to deliver power through its 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 Vendor for the power provided on their behalf, and the Members would incur no additional cost therefor.
- h. **Fees Imposition.** Neither the City nor Vendor shall impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Members chose not to opt-out of the Program.
- i. **Enrollment and Disenrollment Charges.** Vendor shall not assess any fees on Aggregation Members

- j. **Form Documents.** Examples of the opt-out letter and uniform disclosure form to be prepared and provided by Vendor are provided in Exhibit B to this Agreement.
- 3. **Terms of Service.** The terms of service between each Member and Vendor shall be set forth in the agreement between them, substantially in the form attached hereto as Exhibit A ("**Terms and Conditions**").
- C. **Program Monitoring.** Vendor is responsible for the faithful performance of this Agreement and shall have internal monitoring procedures and processes to ensure compliance, as more fully described in this Section 5.C.
  - 1. **Recording.** Vendor shall assist the City in developing a performance scorecard with conditions, milestones, requirements, or timetables that shall be met before additional steps may be taken or payment is due. The scorecard may additionally record matters related to price, service, quality and other factors deemed important.
  - 2. **Cooperation.** Vendor shall cooperate with the City in monitoring and tracking Program activity. This may require Vendor to report progress, problems and proposed resolutions, performance records, allow random inspections of its facilities (upon the provision of not less than 48 hours' advance notice), participate in scheduled meetings and provide management reports as requested by the City.
- D. **Cooperation at the Conclusion of the Aggregation.** Vendor agrees that it shall cooperate with the City in the City's planning and implementation of an aggregation plan that may succeed the Program under this Agreement. In its cooperation, Vendor shall, at a minimum, in a manner consistent with the then-applicable Commonwealth Edison tariff for Government Aggregation Protocols and as required by law, provide the City the names and addresses and account information for Aggregation Members in electronic format.
- E. **Price Under a ComEd price Match Structure.** In the event that a ComEd Price Match offer is to be provided by the Vendor, the pricing and offer to Members will be consistent with the language included in Exhibit E to this Agreement.
- F. **Reimbursement of City Costs.** Within 90 days after the Effective Date of this Agreement, Vendor shall reimburse the City for all professional, legal, Consultant, and administrative costs incurred by the City in connection with the adoption of the Aggregation Program and the negotiation and execution of this Agreement, provided however that the maximum reimbursement from Vendor shall not exceed five-thousand dollars (\$5,000.00) to City. In the event that the Agreement Term is greater than one year, Vendor shall reimburse the City for all ongoing professional, legal, Consultant, and administrative costs incurred by the City in connection with the operation of the Aggregation Program provided however that the maximum reimbursement from Vendor shall not exceed five-thousand dollars to City.

## **ARTICLE 6: DEFAULT AND TERMINATION**

- A. **Default and Termination.** Upon termination for any reason, this Power Supply Agreement shall be of no further force and effect, except for those obligations that survive termination. The obligations of Vendor and each Aggregation Member set forth in the Terms and Conditions shall survive termination. Notwithstanding the foregoing, at the City's discretion, in the event that Vendor materially breaches this Agreement, the City may: (i) provide written notice to the Aggregation Members that a default has occurred and the alternatives each participant has for electric supply (including terminating service with Vendor); and (ii) take such actions as necessary to return the Aggregation Members to ComEd. In the event that Vendor materially breaches this Agreement and the City deems it appropriate to terminate the Program and return the participants to ComEd, or to any other energy supplier, then: (i) Vendor shall not charge the Aggregation Members for administrative fees associated with early termination, and; (ii) Vendor shall not be liable to Aggregation Members for any damages or penalties resulting from the City's termination of the Terms and Conditions with each Aggregation Member, including claims related to the price received from ComEd or an alternate supplier being higher than the Price determined herein. If no early termination has occurred, this Agreement shall terminate upon the expiration of the Agreement Term.

**B.** This Agreement may be terminated early in the following circumstances:

1. **Non-Compliance.** If either Party fails to comply with any material term or condition of this Agreement, provided the failure continues without a cure 30 days after written Notice of such failure is provided by one Party to the other.

Material terms and conditions include, but are not limited to:

- a. A breach of the confidentiality provisions set forth in Article 10 of this Agreement;
- b. Vendor's disqualification as RES due to a lapse or revocation of any required license or certification required to perform the obligations set forth herein; or
- c. Any act or omission that constitutes a deception by affirmative statement or practice, or by omission, fraud misrepresentation or a bad faith practice, such as attempting to collect a charge other than the approved rates or other charges set forth in this Agreement or the Terms and Conditions with each Aggregation Member.

**2. Regulatory Event.**

- a. **Definition.** The following shall constitute a "Regulatory Event":

1. **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
2. **Adverse Government Action.** A regulatory, legislative or judicial body: (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party; (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable; or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.

- b. **Occurrence of Regulatory Event.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within 30 days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within the prescribed time after entering into negotiations, the adversely affected Party shall have the right, upon 10 days prior written notice, to terminate this Agreement.

3. **Failure to Schedule and Deliver.** The failure of Vendor to schedule electricity supply to ComEd for the Aggregation Members, except as permitted under Force Majeure Events.

**C. Force Majeure Events.** The Vendor shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "***Force Majeure Event***," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Vendor's ability to anticipate or control. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

## **ARTICLE 7: INDEMNIFICATION AND INSURANCE**

- A. Indemnification.** The Vendor shall indemnify and hold harmless the City, its officers, employees, agents, and attorneys, from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising in the course of the Vendor's provision of the Services. This duty shall survive for all claims made or actions filed within one year following either the expiration or earlier termination of this Agreement. The City shall give the Vendor timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section; Vendor will be given a reasonable opportunity to select counsel and may do so under a reservation of rights. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Vendor and/or the City. Nothing herein shall be construed to limit the Vendor's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.
- B. Insurance.** Contemporaneous with the Vendor's execution of this Agreement, the Vendor shall provide certificates and policies of insurance, all with coverages and limits acceptable to the City and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit D to this Agreement. For good cause shown, the City [Manager/Administrator], or his or her designee, may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the City [Manager/Administrator], or his or her designee, may impose in the exercise of his or her sole discretion. Such certificates and policies shall be in a form acceptable to the City and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide; however, in the alternative, the Vendor may provide such certificates and policies from its captive insurer upon the prior approval of the City, which approval shall not be unreasonably withheld. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the City, unless such coverage is replaced by coverage that is equivalent in limits and terms of coverage. The Vendor shall, at all times during the term of this Agreement, maintain and keep in force, at the Vendor's expense, the insurance coverages provided above.

#### **ARTICLE 8: MISCELLANEOUS**

- A. Entire Agreement.** This Agreement, including all Exhibits, constitutes the entire Agreement and understanding between the Parties with respect to the Services. All prior written and verbal agreements and representations with respect to the Services are merged into and superseded by this Agreement.
- B. Amendment.** All amendments or modifications to this Agreement shall be made in writing and signed by both Parties before they become effective.
- C. Assignment.** This Agreement shall not be transferred or assigned by either Party without the express authorization of the other Party, which shall not be unreasonably withheld, provided, however, that upon advance written notice to the City, Vendor may assign this Agreement to an affiliate without the express authorization of the City, provided that Vendor is responsible for any costs to notify Members (if required by law) and remains liable for Vendor's obligations hereunder.
- D. Notices.** Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement or (iv) by electronic mail to the address(es) indicated below. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

City of Lake Forest 220 East Deerpath Lake Forest, IL 60045 Attn: Assistant City Manager	MC Squared Energy Services, LLC (mc <sup>2</sup> ) 175 West Jackson Blvd, Suite 240 Chicago, IL 60604 Attn: Charles C. Sutton, President Fax: (877) 281-1279
Elrod Friedman LLP 325 N LaSalle Street, Suite 450 Chicago, IL 60654 Attn: Hart Passman	Wolverine 175 West Jackson Blvd, Suite 200 Chicago, IL 50504 Attn: Jeremiah McGair, Senior Counsel Fax: (312) 884-3944
Email address: StrongM@cityoflakeforest.com	Email address: ChuckSutton@mc2energyservices.com

- E. Waivers.** The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the City may have under Federal or state law unless such waiver is expressly stated herein.
- F. Applicable Law and Choice of Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Lake County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.
- G. Exhibits.** Exhibits A through F attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.
- H. Controlling Provisions.** In the event of any inconsistency between the text of this Agreement and the terms of the Exhibits hereto, the text of this Agreement shall control.
- I. Severability.** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- J. No Third-Party Beneficiaries.** Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.
- K. Validity of Agreement.** The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.
- L. Authority to Sign Agreement.** Vendor warrants to the City that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of the Vendor warrants to the City that he is authorized to execute this Agreement in the name of the Vendor.
- M. Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the City and the Vendor and their respective successors, grantees, lessees, and assigns throughout the Agreement Term.

- N. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.
- O. Subcontractors.** Vendor agrees to employ only those subcontractors that are necessary and are approved in advance by the City. Subcontractors shall be held to the same strict confidentiality standards applicable to the Vendor and shall be required to otherwise comply with the requirements of this Agreement. The use of subcontractors whether approved or unapproved shall not relieve the Vendor from the duties, terms and conditions in this Agreement. For purposes of the provision of Renewable Energy Credits pursuant to this Agreement, regional transmission organizations, independent system operators, and local utilities are not considered subcontractors.

#### **ARTICLE 9: REPRESENTATIONS AND WARRANTIES**

- A. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party, as of the date of this Agreement, that:
1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
  2. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
  3. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
  4. It has reviewed and understands this Agreement;
  5. It shall comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements.
  6. It shall maintain the confidentiality of Aggregation members' account information, as required by 815 ILCS 505/2HH; and
  7. It shall not impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member enrolls in, or chooses not to opt out of, the Program.
- B. Additional Covenants and Agreements by the Vendor.** The Vendor hereby further covenants and agrees City that:
1. Vendor shall hold any and all subcontractors to the Confidentiality provision set forth below;
  2. Vendor shall not compensate the Consultant with respect to the award of this Agreement or the performance of this Agreement;
  3. Vendor shall obtain and maintain, for the duration of this Agreement, such proof of insurance and performance security as the City deem necessary;
  4. Vendor warrants to all Members and to the City that Vendor has good marketable title to all electricity sold hereunder, and that said electricity is free from all liens and diverse claims;
  5. Vendor shall deliver or cause to be delivered all electricity supplied by Vendor to each Member to the appropriate node locations to effect delivery to the delivery points identified in Exhibit \_\_, and future sites yet to be identified; and

6. Vendor shall maintain all of the qualifications, certifications, approvals, and other authorizations required by law to provide the Services pursuant to this Agreement.

#### **ARTICLE 10: CONFIDENTIALITY**

Vendor shall preserve the confidentiality of the account information it receives as a result of the performance of its obligations set forth herein.

- A. Vendor shall not disclose, use, sell or provide customer account information to any person, firm or entity for a purpose outside of the operation of the Program, unless otherwise mutually agreed to by the Parties within the Agreement and permissible under applicable law. This provision shall survive the termination of this Agreement.
- B. Notwithstanding the foregoing, Vendor may disclose confidential account information as required by law, and any such disclosure shall not be a violation of this Agreement. However, such disclosure shall not terminate the obligations of confidentiality.
- C. Vendor agrees to give the City prompt notice of any discovery request or order, subpoena, or other legal process requiring disclosure of any confidential account information.
- D. Vendor shall provide the City with sufficient advance notice as to give the City an opportunity, at the City's discretion and sole cost, to seek to quash the subpoena, obtain a protective order or similar relief.
- E. Vendor shall furnish only that portion of the confidential account information that is required or necessary in the opinion of Vendor's legal counsel. In addition, Vendor shall use reasonable efforts to obtain reasonable assurances that any account information so disclosed will be treated as confidential. All account information shall be returned to the City at the conclusion of the Services provided to the Aggregation Program.
- F. Notwithstanding the foregoing, nothing herein shall prevent the use by Vendor of such customer account information for the purpose of communicating with its customers. In addition, nothing herein shall prevent Vendor from using information in the public domain prior to its disclosure under this Agreement.

[SIGNATURE PAGE FOLLOWS]



**IN WITNESS WHEREOF**, the Parties have duly executed this agreement to be effective on the date first written above. The Parties agree that signatures transmitted by facsimile are acceptable and binding for execution of this Aggregation Program Agreement.

**MC Squared Energy Services, LLC (mc<sup>2</sup>)**

**City of Lake Forest:**

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Name: Charles C. Sutton**

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

**Title: President**

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

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT A: CITY OF LAEK FOREST MEMBER TERMS AND CONDITIONS - ILLUSTRATIVE**

**CITY OF LAKE FOREST  
CUSTOMER ELECTRIC SUPPLY AGREEMENT  
TERMS AND CONDITIONS OF SERVICE**

The following Terms and Conditions of Service (Agreement) apply to the provision of electric supply to Customer (or "you") by MC Squared Energy Services, LLC d/b/a mc² – Where Energy Comes From (mc²).

<b>Supply Agreement Disclosures</b>	
<b>Legal name</b>	MC Squared Energy Services, LLC (mc²)
<b>Business address</b>	175 West Jackson Blvd, Suite 240 Chicago, IL 60604
<b>Service charges for term</b>	Variable rate including ComEd Purchased Electricity Charges, Transmission Charges and ComEd Purchased Electricity Adjustment for XX (XX) months.
<b>Fixed monthly charge (if any)</b>	\$0.00
<b>Fixed monthly charge terms (if any)</b>	N/A
<b>Contract and renewal terms</b>	Contract Term – XX (XX) months Renewal Terms - Unless this Agreement and/or the PSA is terminated prior to the end of the term of this Agreement and in the event the PSA is not renewed or extended by the City of Lake Forest, you will be restored to ComEd bundled service at the end of the term of this Agreement. If the PSA is renewed or extended by the City of Lake Forest, you will receive a notice with the proposed specific rate, terms and conditions and the opportunity to opt-out of the City's Aggregation Program.
<b>Termination fee (if any)</b>	\$0.00
<b>Deposit/prepayment (if any)</b>	\$0.00
<b>Switching fees (if any)</b>	\$0.00
<b>Guarantee(s) of Customer Savings (If any)</b>	N/A
<b>Rescission</b>	You may rescind this contract by notifying mc² or the utility within ten (10) calendar days after the utility processes your enrollment. To rescind this agreement, contact mc² at <a href="mailto:Norhtshore@mc2energyservices.com">Norhtshore@mc2energyservices.com</a> or call 1-XXX-XXX-XXXX; or contact ComEd at 1-800-334-7661.
<b>Supplier disclosure</b>	mc² is an independent seller of electric power and energy service certified by the Illinois Commerce Commission. mc² is not representing, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or consumer group program. This Municipal Aggregation Program is endorsed by the City of Lake Forest.
<b>Utility Responsibility</b>	The electric utility remains responsible for the delivery of electric power and energy to a customer's premises and will continue to respond to any service calls and emergencies. You will receive written notification from the electric utility confirming a switch of your electricity supplier.
<b>Utility Price Disclosure Statement</b>	MC Squared Energy Services, LLC (mc²) is not the same entity as your electric delivery company. You are not required to enroll with mc². As of March 2021, the electric supply price to compare to is currently 7.069 cents per kWh. The electric utility electric supply price will expire on 114

	<p>May 2021. The utility electric supply price to compare does not include the purchased electricity adjustment factor. The purchased electricity adjustment factor may range between +.5 cents and -.5 cents per kilowatt hour. For more information, go to the Illinois Commerce Commission's free website at <a href="http://www.pluginillinois.org">www.pluginillinois.org</a>.</p> <p><sup>1</sup> The electric supply price to compare is for residential customers. Electric supply price to compare for other rate classes (in cents per kWh) that are currently applicable include: Watt-hour Non-Electric Space Heating 7.099; Demand Non-Electric Space Heating 7.122; Nonresidential Electric Space Heating 6.911; Dusk to Dawn Lighting 3.645; General Lighting 6.587.</p>
<b>Contact Information</b> <b>(Toll free phone numbers)</b>	MC Squared Energy 1-XXX-XXX-XXXX Utility ComEd 1-800-334-7661 ICC Consumer Services Division 1-800-524-0795

### Scope of mc<sup>2</sup> Service

You appoint mc<sup>2</sup> as your exclusive Alternative Retail Energy Supplier (ARES). mc<sup>2</sup> agrees to sell and you agree to buy all your electric power and energy service subject to the terms in this Agreement. You authorize mc<sup>2</sup> to obtain all data necessary so that mc<sup>2</sup> can enrol your account(s) and you authorize us to take such actions as necessary and reasonable to perform this Agreement, including accessing and using account information and meter usage data from the Utility (ComEd), enrolling account(s), procuring supply, scheduling and causing electricity to be delivered to each account.

### Price

For delivery of power to ComEd's distribution facilities on behalf of your Utility account(s), you agree to pay the variable price per kWh, calculated pursuant to that certain Power Supply Agreement ("PSA") between the City of Lake Forest and mc<sup>2</sup> dated Month XX, 2021. The PSA price through your [Month 20XX] ComEd meter read date under this Agreement is equal to the monthly ComEd Purchased Electricity Charges, Transmission Charges and ComEd Purchased Electricity Adjustment per kWh. In addition to mc<sup>2</sup> electricity supply charges, ComEd distribution charges and related taxes will be itemized separately by ComEd in your bill and are not included in the price under this Agreement. You are responsible to pay ComEd for these charges.

### Term

mc<sup>2</sup> will commence service on the next available meter read date and continue through the number of monthly billing cycles set forth in the above Supply Agreement Disclosure of this Agreement. The start date for the Initial Term will be subject to receiving an accepted Delivery Access Service Request (DASR) from the Utility for Customer's Utility account. The Initial Term and any Renewal Term are collectively referred to herein as the "Term".

### Billing and Payment

The cost of your power and energy from mc<sup>2</sup> will be included on your Utility bill for each billing cycle and will be based on Utility meter reads or estimates from the Utility. You agree that the Utility may provide us with your payment information and that you accept the Utility's measurements for determining the amount you owe mc<sup>2</sup> for power and energy under this Agreement. You must remit payment to the Utility under their terms and at the address provided by the Utility.

### Renewal

Unless this Agreement and/or the PSA is terminated prior to the end of the term of this Agreement and in the event the PSA is not renewed or extended by the City of Lake Forest, you will be restored to ComEd bundled service at the end of the term of this Agreement. If the PSA is renewed or extended by the City of Lake Forest, you will receive a notice with the proposed specific rate, terms and conditions and the opportunity to opt-out of the City's Aggregation Program.

CANCELLATIONS MAY BE SENT ELECTRONICALLY TO: [Norhtshore@mc2energyservices.com](mailto:Norhtshore@mc2energyservices.com)

OR MAY BE MAILED TO:

MC Squared Energy Services, LLC - mc<sup>2</sup>

175 West Jackson Blvd., Suite 240

Chicago, IL 60604

Fax: 1-877- 281-1279 OR CAN BE CALLED IN TO: 1-XXX-XXX-XXXX

### Termination

In addition to any other remedies mc<sup>2</sup> may have, this Agreement may be terminated by mc<sup>2</sup> upon 30-day notice to customer if we return your service to ComEd per the PSA, you move outside the City of Lake Forest area, you cease to be a ComEd customer or become ineligible for ComEd's Consolidated Billing. You may terminate this Agreement within 10 days after you receive your first bill under this Agreement from ComEd by notifying us at 1-XXX-XXX-XXXX. There is NO Termination Fee if you terminate the MC Squared Agreement prior to the end of the applicable term. If you terminate your agreement early, you will be obligated to pay for services rendered under the contract until service is terminated.

### **Adverse Material Change**

This Agreement may be revised at any time by mc<sup>2</sup> in the event of the occurrence of an event beyond mc<sup>2</sup> reasonable control that materially alters the obligations of mc<sup>2</sup> in performance of this Agreement. In such circumstances, mc<sup>2</sup> will notify you and offer you a revised price and terms. If you do not accept the revised price and terms within 30 days, mc<sup>2</sup> may terminate this Agreement.

### **Community Solar**

Definitions: The following definitions from external sources are incorporated by reference.

- "Community Solar," or "CS," is a type of net metering that is available to customers pursuant to Section 16-107.5(l) of the Public Utilities Act [220 ILCS 5] and ComEd Rider POGCS [ILL C.C. No. 10, Sheet 344].
- "Subscriber" and "Subscription" are defined in Section 1-10 of the Illinois Power Agency Act [20 ILCS 3855]; "Subscriber" shall also incorporate the definition of "CS Subscriber" from ComEd Rider POGCS.
- "CS Beneficiary" is defined in ComEd Rider POGCS.
- "Energy Supply Rate" is defined below and is intended to reflect an estimate of mc<sup>2</sup> costs to serve the Customer net of capacity, transmission, and other costs.

**Community Solar Arranged by Customer Independent of Supplier.** To the extent that Customer is granted Subscriber or Beneficiary status by their utility with a CS project that Supplier did not arrange, the credit from Supplier to Customer pursuant to Section 16-107.5(l)(2) of the Public Utilities Act (e.g., the Energy Supply Rate) shall be no higher than \$0.02/kWh, unless otherwise specified in the Confirmation attached hereto. Customer need not take further action with mc<sup>2</sup> to effectuate such a subscription or other interest. Customer acknowledges that mc<sup>2</sup> will provide credits to the customer based on information provided by the utility to the Regional Transmission Organization/RTO and/or mc<sup>2</sup>. Customer agrees to indemnify and hold harmless mc<sup>2</sup> for any errors made by the utility or Regional Transmission Organization/RTO in providing or communicating relevant credits and information to mc<sup>2</sup>.

### **Notices**

Except as otherwise set forth in this Agreement or required by applicable law, notices to be provided under this Agreement shall be by U.S. Mail to the mailing address provided or electronic to the email address if provided.

### **Limitations of Liabilities**

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT AND ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES EXPRESSLY WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES. MC2S LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE.

### **Miscellaneous Provisions Waiver**

A waiver by either Party of any breach of the Agreement, or failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

### **Assignment**

Neither Party may assign the Agreement, in whole nor in part, without the other Party's prior written consent, but neither party may unreasonably withhold consent. However, mc<sup>2</sup> may assign the Agreement to another ARES without Customer's prior consent but that ARES shall agree in writing to be bound by this Agreement.

### **Force Majeure**

If either Party is unable to perform its obligations, in whole or in part, due to an event of Force Majeure as defined herein, then the obligations of the affected Party (other than the obligations to pay any amounts due prior to the Force Majeure event) shall be suspended to the extent made necessary by such event. The term Force Majeure shall mean any act or event that is beyond the claiming Party's control (and which is not reasonably anticipated and prevented through the use of reasonable measures) including, without limitation, the failure of the Utility to receive, transport or deliver or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of Force Majeure of mc<sup>2</sup> suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full to the other Party, as soon as reasonably possible. Each Party shall make reasonable efforts to remedy Force Majeure as soon as possible. Force Majeure shall not include (i) the opportunity for mc<sup>2</sup> to sell the electricity to be sold under this Agreement to another party at a higher price than that set forth in the Agreement, (ii) the opportunity for Customer to purchase the electricity (or its Accounts from another party) at a lower price than that set forth in the Agreement, or (iii) the inability of either Party to pay its bills under the Agreement or any other of its bills.

### **Entire Agreement Amendments**

This Agreement constitutes the entire understanding between the Parties, and supersedes and replaces all previous understandings, oral or written, in any matter relating to this Agreement. This Agreement may be amended only upon agreement of the Parties and will only be effective if the amendment is in writing and executed by the Parties.

In the event of an emergency, outage or service need, Customer must call the Utility at the emergency number indicated on the Utility invoice: 1-800-EDISON1 (1-800-334-7661).

#### **Customer Care**

Customer may contact mc<sup>2</sup> for Customer Care if Customer has specific comments or questions by calling mc<sup>2</sup>'s toll-free telephone number at 1-XXX-XXX-XXXX between the hours of 8AM and 5PM Central Prevailing Time (CPT), faxing mc<sup>2</sup> at 1-877-281-1279, emailing mc<sup>2</sup> at [Northshore@mc2energyservices.com](mailto:Northshore@mc2energyservices.com) or mailing to the business address. The Illinois Commerce Commission can also be reached at 1-800-524-0795, TTY at (800) 858-9277 and their website address is <http://www.icc.illinois.gov/>.

#### **Dispute Resolution**

In the event of a dispute between you and mc<sup>2</sup>, you and mc<sup>2</sup> both agree to (1) raise any claim that could be brought at the Illinois Commerce Commission ("Commission") at the Commission, and (2) in the event of a dispute at the Commission, agree to voluntary binding arbitration pursuant to the Commission's Rules.

## EXHIBIT B: OPT-OUT LETTER AND UNIFORM DISCLOSURE FORM

### OPT OUT LETTER - ILLUSTRATIVE

Month XX, 2021

(Customer Mailing Information)

RE: North Shore Electricity Aggregation Consortium Aggregation Program

ComEd Service Address: Customer premise address

#### ELECTRIC AGGREGATION PROGRAM NOTICE

Dear Resident or Small Business Owner:

The North Shore Electricity Aggregation Consortium (the Consortium) is a purchase group formed by the Villages of Deerfield, Glencoe, Lake Bluff, Northbrook and Skokie and the Cities of Highland Park and Lake Forest. The Consortium has decided to resume their Electric Aggregation program. Chicago-based MC Squared Energy Services, LLC (mc<sup>2</sup>), was recently selected in a competitive bid process to serve the Consortium with electric supply through [Month Year] including [a Civic Contribution annually to the Consortium that may be used to purchase Renewable Energy Certificates (RECs)]. mc<sup>2</sup> will provide eligible residents and small businesses with an electric supply price equal to the ComEd monthly publishing tariff supply rate during the [XX-month] term beginning with the [Month Year] ComEd meter read cycle.

#### PRIMARY BENEFIT OF PROGRAM

By participating in the Consortium's municipal aggregation program, you will help the North Shore communities support [insert North Shore Consortium Goals]. The Consortium is proud to achieve this goal at **NO** increased cost to its residents or small businesses.

#### **YOU WILL BE AUTOMATICALLY ENROLLED IN THIS PROGRAM UNLESS YOU OPT-OUT**

- You are **still** a ComEd customer for electricity delivery and metering purposes at your home or business.
- You will pay ComEd in the same manner as you currently do. There is no change in billing under the Consortium's Electric Aggregation program.
- Under this program, your electric rate will be the same as the monthly ComEd published tariff rate. Electric supply from MC Squared Energy Services, LLC does not cost more than the ComEd published tariff supply rate.
- ComEd continues to be responsible for the wires, poles, and all emergencies, including outage restoration.
- There is no enrollment, switching or early termination fees under the Consortium's Electric Aggregation program.

**You are not required to do anything to participate** in the Electric Aggregation Program. mc<sup>2</sup> will automatically process your enrollment. You will pay the same rate as the published monthly ComEd tariff supply rate. There are no enrollment fees or early termination fees. This electric aggregation program is **not** part of the North Shore Community Solar Program.

#### Opt Out Option:

You have twenty-one (21) days from the date of this notice to opt out of the program by calling XXX-XXX-XXXX, Monday through Friday, 8 am to 5 pm, or returning the enclosed postage-prepaid card by **Month XX, 2021**. Due to recent US Postal Service delays, consider calling toll-free XXX-XXX-XXXX or emailing [Northshore@mc2energyservices.com](mailto:Northshore@mc2energyservices.com) to opt out of the program. Please note that you may opt-out at any time during the term of the program at no cost or penalty to you.

If you do not opt out of the Consortium's Electric Aggregation Program, you will be deemed to have authorized and agreed to your enrollment in the electric aggregation program, and to have your electric service with mc<sup>2</sup> under the enclosed Terms and Conditions and the Uniform Disclosure Statement. For information on the ComEd tariff rate, please visit [www.pluginillinois.org](http://www.pluginillinois.org), the Illinois Commerce Commission website for free consumer information. You may purchase electric supply from other Retail Electricity Suppliers or ComEd. For a complete list of your options, visit [pluginillinois.org](http://pluginillinois.org). You may request a list of all supply

options available in a format allowing comparison of price and product from the Illinois Power Agency free of charge at [www.illinois.gov/ipa/Pages/Feedback\\_Form.aspx](http://www.illinois.gov/ipa/Pages/Feedback_Form.aspx).

For more information, email [Northshore@mc2energyservices.com](mailto:Northshore@mc2energyservices.com) or call XXX-XXX-XXXX, Monday through Friday, 8 a.m. to 5 p.m. Please note: any solicitor who comes to your door or calls asking you to switch to a new supplier is not associated with the Consortium's Electric Aggregation Program, mc2 or ComEd. MC Squared Energy Services, LLC (mc<sup>2</sup>) is the only vendor endorse by the consortium.

Sincerely,

North Shore Consortium

Enclosures

## UNIFORM DISCLOSURE STATEMENT

Name: MC Squared Energy Services, LLC (mc<sup>2</sup>)  
 Address: 175 West Jackson Blvd, Suite 240 Chicago, IL 60604  
 Phone: 1-877-622-7697

Rates and Product Information	
Price (in cents/kWh) and number of months this price stays in effect:	Variable rate equal to the ComEd published Purchased Electricity Charges, Transmission Service Charges and Purchased Electricity Adjustment for each applicable month for a XX (XX) month term.
Other monthly charges:	None
Total price (in cents/kWh) with other monthly charges:	N/A
Length of contract:	XX months
Price after the initial price:	Variable. Refer to contract.
Early Termination Fees and Contract Renewal	
Early termination fee:	\$0.00
Contract renewal:	No Automatic Renewal
Right to Rescind and Cancel	
Rescission:	You have a right to rescind (stop) your enrollment within 10 days after your utility has received your order to switch suppliers. You may call us at 1-XXX-XXX-XXXX or your utility at 1-800-334-7661 to accomplish this.
Cancellation:	You also have the right to terminate the contract without any termination fee or penalty if you contact us at 1-XXX-XXX-XXXX within 10 business days after the date of your first bill with charges from MC Squared Energy Services.

This is a sales solicitation and the seller is MC Squared Energy Services, an independent retail electricity supplier. If you enter in a contract with the seller, you will be changing your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a governmental body or a governmental program, or a consumer group or a consumer group program.

If you have any concerns or questions about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at 1-800-524-0795. For information about the electric supply price of your electric utility and offers from other retail electric suppliers, please visit [PlugInIllinois.org](http://PlugInIllinois.org).

Historical prices for the past 12 months and current pricing is available on our website at [www.mc2energyservices.com/IL/HistoricalPricingPTC/P](http://www.mc2energyservices.com/IL/HistoricalPricingPTC/P) or you can call 1-877-622-7697.



# MUNICIPAL AGGREGATION HANDBOOK FOR ILLINOIS - COMED

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## FOR MC SQUARED ENERGY SERVICES

Updated on

March 2021

# CHAPTER 1 – On-Boarding Process

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## OPT OUT PROCESS:

### **TIMELINE**

Timelines will begin with the contract execution date and include the due dates for the following:

- Mailing material due dates for customer lists including account numbers, letter content, Terms and Conditions (T&C), Uniform Disclosure Statement (UDS), and Outer Envelope (OE) approval.
- Mail drop – 10 business days minimum from date all final materials are sent to the printer.
- Opt Out due date – 21 calendar days after mailing.
- Mailing allotment – 3 business days.
- Enrollment – allow 3 days min for internal processing.
- Start flow – 18 calendar days from enrollment DASR to ComEd.
- First meter read date.
- First billing date.
- Opt In customer information deletion (45 days after mailing)
- Out Out customer information deletion (30 days after exit or Opt Out of the program)

Refer to ComEd meter cycle calendar for each community's corresponding month's meter read dates. Note that the timeline is a guideline and will contain the latest date for enrollment for the contract start date.

Each community will be assigned a coordinator that will track, modify and alert any significant changes in the timeline to all respective parties.

### **SYSTEM SET UP**

Each community or consortium will receive a dedicated toll-free number. The number will be provided by Hansen Technologies for mc<sup>2</sup>. The Marketing Department works with IT on website development (if applicable) and the customer service email address for each community or consortium. An internal distribution list for each community email address is identified. The new community information will be tracked and communicated to the entire team and outside vendors supporting the program.

### **WEBSITE CREATION AND MAINTENCE**

Unless otherwise specified, all community aggregation programs will have an electricity aggregation website hosted by mc<sup>2</sup> for enrollment purposes. The Marketing Department develops the content and coordinates the "look and feel" of the website. A test site is created for development, testing and internal approvals. Following appropriate approvals, the Marketing Department coordinates the website deployment with IT. The timing for the website deployment corresponds to the Opt Out letter mail drop date. The website is secure and uses a standard 256 RSA encryption algorithm.

All electricity aggregation websites include but not limited to the following:

1. Town logo

2. Price and term information
3. Product descriptions (Options)
4. Contact phone and email information
5. Applicable information to Opt In to the program
6. Links to Utility pricing
7. Links to T&C, UDS and LOA
8. Personalized FAQs (IF required)
9. Other product options and Opt In enrollment page (as required)
10. Electricity 101 – Simple explanation of electricity deregulation
11. Ways to Save – Available energy saving programs
12. Resources – Informational links

## ICC DISCLOSURE

The required information per Part 470 Sections 470.200(1) to (6) will be provided to the Illinois Commerce Commission within 3 days after the Opt Out Mailing by mc<sup>2</sup>.

## MAILING (MC<sup>2</sup> mailing)

*Part 470 rules only apply for MC<sup>2</sup> mailing.*

If the community does the Opt Out mailing, mc<sup>2</sup> will provide the Terms and Conditions and UDS that meets the Part 470 requirements. In cases where the community handles the mailing, the community will provide proof of such mailing including the mc<sup>2</sup> T&C and UDS by a signed statement.

## Mailing Preparation

Each new community mailing needs a written cost estimate quote from the mailing vendor for approval prior to starting the mailing process. The quote needs to be approved by management prior to work starting. Postage fee should be paid prior to the mailing drop.

Materials needed for the mailing:

1. Town logo – high resolution or art file
2. Outer Envelope (OE) PDF
3. Signature block - electronic (if applicable)
4. Name and title of person signing (if applicable)
5. All versions of the letter copy
  - a. Opt Out letter – those customers that will automatically enroll unless they opt out
  - b. ComEd Notice letter – those with ComEd supply staying with ComEd
  - c. ComEd Drop letter – those that are with mc<sup>2</sup> supply that will be returned to ComEd supply
  - d. RES Supply Opt In letter – Those with another supplier outside of the muni agg
  - e. Net metering customers – those with net metering with supplier or ComEd with specific required language
  - f. Hourly customers – those with hourly pricing with required language
6. Terms & Conditions

7. Uniform Disclosure Statement
8. FAQ's (if applicable)
9. Prepaid postage Business Reply Cards (BRC)
10. ComEd customer list (less than 30 days old)

**Mailing Item Details:**

1. Items 1-4 from above list are needed at the time of the community contract signing.
2. Order letterhead and OE in quantities for the entire mailing.
3. The letter will meet of the Part 470 rules including 21 days opt out period and disclaimers.
4. The UDS will be 2 pages maximum at 12-point font.
5. The T&C will contain the required chart with 12-point font
6. Outer Envelope town name and logo (where applicable)
7. Outer envelopes may contain Hansen return address or the Town's address for proper undelivered mail processing.
8. Outer envelopes will contain the statement "Important Electricity Aggregation Information Enclosed".
9. Outer envelope and reply cards need unique barcodes to represent each customer.
10. The reply card will contain pre-paid postage and pre-printed with customer address.
11. The bar codes will be scanned for reply card and undelivered mail tracking at Hansen.
12. All mailings will be sent first class.

Community must approve Outer Envelope and Letterhead templates prior to copy typeset and printing. All approved letters and contents should be sent to the mailing house at a minimum of 10 business days prior to mailing. Mailing house will provide final documents with content typeset for community for approval prior to mailing.

## **Letter Content Creation and Approval**

mc<sup>2</sup> will provide sample letters for the following group of recipients.

1. Opt Out letter: A letter created to send to any active residents or small commercial accounts that are with ComEd supply service or the town's prior municipal aggregation program that are not Hourly, Free Service, Net Metering, or Pending or On RES service that are not a prior municipal aggregation supplier for the town.
2. Opt In letter(s): There are 5 types of Opt In letters. 1) Any customers identified by ComEd as Pending or On RES service with another supplier, not part of the municipal aggregation, 2) Any customers on Hourly service and 3) Any customers on Net Metering service 4) Any customers that are staying with ComEd but wants to Opt In 5) Any customers that are being returned to ComEd from prior municipal aggregation program that wants to Opt In.

In addition to the main letters, mc<sup>2</sup> will create the Terms and Conditions, Uniform Disclosure Statement, and the reply card for towns for edits and comments. Per the terms of the agreement, mc<sup>2</sup> can also provide samples of press releases, newsletters, and FAQs for consideration by the community. mc<sup>2</sup> ensures the final versions of the letters with addresses are approved by the towns and properly follow all approval emails and modification requests. The final electronic version of the mailing from the printer will be stored on the mc<sup>2</sup> share drive in both Word Doc and pdf form.

Final mailing contents will be provided to the town for their files and websites.

The Opt Out Letter(s) will follow the applicable Part 470 Section 470.240 of IL Public Utilities Rules Title 83, and SB 651 requirements including but not limited to:

1. Full name, address, toll free phone, email and calling hours.
2. Price, term and conditions of product and services.
3. Early Termination fee information
4. Renewal information
5. Current utility pricing information
6. Historical pricing information for variable prices
7. Plug In Illinois availability and information.
8. Method of Opt Out and Opt Out due date.
9. Applicable disclosures about Opt Out

Various Opt In Letters will contain the following:

1. Full name, address, toll free phone, email and calling hours.
2. Language regarding the municipality offering such a program and details of the program including price, term and conditions of product and services.
3. Required statements from applicable rules including the statement “This notice is informational only. Your electric utility has informed us that you are currently served or have chosen to be served by a competitive retail electric supplier. If you want to continue to serve from your chosen supplier, you do not need to take any additional action. Consult your contract or contact your chosen supplier for further details if you have questions about your contract, including whether you have a cancellation fee for early termination.”
4. For Net Metering customers: Per Section 470.210 b)10) include the following sentence: “Net metering customers, pursuant to Section 16-107.5(d)(3) and (e)(3) of the IL Public Utilities Act, may forfeit credits for electric supply service and delivery service, or both, if they switch to the Aggregation supplier”.
5. For Hourly customers: “you may be denied his/her/its request to join the Aggregation program based on the terms and conditions of the electric utility’s applicable hourly service tariff. Potential savings depend on the customer’s actual hourly use patterns that savings may vary”.
6. Information on how to Opt In.

## CUSTOMER LISTS

### Lists from ComEd:

The community must request and arrange with ComEd for the delivery of the usage and customer lists. See ComEd’s website at [www.comed.com/muniag](http://www.comed.com/muniag) for applicable forms and fees. ComEd will send the usage data and customer lists to the community - mc<sup>2</sup> cannot receive the customer list directly from ComEd. Once the requested data has been received, the usage data is provided to the mc<sup>2</sup> pricing and supply team. The customer list is formatted and scrubbed for mailing and system update. The list will be separated by customer’s eligibility. The list will contain the following rows:

- ComEd’s Unique Cross Reference Number
- Customer Account Number
- Premise Address

- Minimum Stay Date
- Space Heat Indicator
- Free Service Indicator
- Taxing City County
- Hourly
- Rate
- Net Metering
- AC Cycling
- Tariff Rate Nm
- Delivery Service Code (DSC)
- Delivery Service Name
- Customer Name
- Mailing Address
- Mailing City
- Mailing State
- Mailing Zip Code
- PIPP
- Meter Cycle number
- Real Time of Use indicator
- Peak Times Savings Indicator
- Account Activation date
- Current Account Status
- Municipal Response

**List from Different Supplier:** If the community is with another supplier for the muni agg program and wishes to transfer all the customers to mc<sup>2</sup>, the community must request the customer information from their current supplier. The list must include the following at minimum:

- 1 Customer Name (Last, first or business name)
- 2 Account number
- 3 Mailing address – street, city, state & zip

- 4 Status – Active or Inactive (any lists without this indication will assume status of active)
- 5 Type of customer – Residential or Commercial
- 6 Custom PLCs
- 7 Aggregated usage data
- 8 If available, the following:
  - a. Phone number
  - b. Email address

The following questions need to be answered by prior supplier:

- 1 Confirmation of the contract end date (month, meter cycles and year)
- 2 Is there an early termination fee?
- 3 Will the supplier continue to accept new customers into the Muni Agg until the end date of the program?
  - a. If so, until which date?
  - b. If so, will the supplier provide a refresh of the customer list closer to the end of the contract?
  - c. Was there any renewal information sent to the customers?

Once the customer list is obtained and depending on the answers to the questions above, the list needs to be managed accordingly.

### For All Lists:

The following tasks will be done:

1. Create a Unique Code for mc<sup>2</sup> using the ComEd unique codes to each customer and the town's referral code
2. Sort all customers by the letter type they will receive
  - a. Take out Free Service
  - b. Identify Pending ARES
  - c. Identify With ARES
  - d. Identify Hourly Rates
  - e. Identify Net Metering
  - f. Identify RTOU
  - g. Identify Rate 93
  - h. Identify customers returning to ComEd (if applicable)
  - i. Identify customers staying on ComEd (if applicable)
  - j. Identify DO NOT MARKET customers
  - k. Identify Key Accounts

For NEW MOVES only:

(Periodically, throughout the term of the Municipal Aggregation program, mc<sup>2</sup> and the municipality will agree to send Opt Out mailing to new residents or businesses ComEd accounts in the municipality since the last Opt Out mailing. This group of customers, we are calling "New Moves Opt Out")

1. Take out all those that are on the list above
2. Take out all those that received prior Opt Out Mailings (match on ComEd Unique ID)
3. Take out any tracked as "DO NOT SOLICIT" internally

4. Send the eligible customer list to mail house for GEO coding and address corrections.
5. Receive and update all forwarding address corrections from the mail house.
6. Combine customer list with full status to send to Hansen for customer service support. Must be in applicable format.
7. Hansen loads into the system for Customer Service reference and reply card tracking.

After the Opt Out period is finished, the following tasks will be done:

1. Receive final Opt Out customers list from Hansen.
2. Identify and remove Do Not Solicited and Opt Out (Include Undeliverable Mailing) from the ComEd list.

## **ENROLLMENT (more specific details in Chapter 3 below)**

All customers remaining on the list after all the opt outs and undelivered are taken out will be processed for enrollment as follows:

1. Determine the contracted start month and appropriate meter cycle numbers for the start month provided the 18 days enrollment rule.
2. Adjust the format into system template to process the enrollment.
3. Audit enrollments in internal and Hansen systems for accuracy and start dates
4. Identify any enrollment rejections and reject reasons after ComEd response
5. Mail rejection notification letters to those customers where the enrollment was rejected with an appropriate reason code and next recommended actions
6. Remaining accepted customer will be notified by ComEd of their status change with effective dates
7. Notify prior town's municipal aggregation supplier (if applicable) of the enrollment actions and provide enough days for the prior supplier to process any applicable drops.

## **LIST MAINTENANCE**

Per Part 470 Rules, the municipal aggregation customer list will only be used for Municipal Aggregation and not for any other purposes unless approved by the municipality.

ComEd lists will be maintained using the follow guidelines:

1. Upon receiving the ComEd list, the list will be separated by eligible and ineligible customers for the Opt Out program.
2. Ineligible Opt Out customers will be: Hourly, Pending RES, With RES, Net metering and Free Service.
3. Eligible Opt Out customers will be: All others
4. The Ineligible Opt Out customer list will be separated by following:
  - a. Eligible Opt In customers: With RES or Pending RES, Hourly and Net Metering
  - b. Ineligible Opt In Customers: Free Service
5. The Eligible Opt In customer lists will be processed separately for the Opt In mailings. Within 45 days of the date of the Opt In mailings, the Opt In customer lists will be deleted.
6. The Ineligible Opt In customer's information will also be deleted at the time of the Eligible Opt In customer's information is being deleted.
7. Once the Opt Out period is over, Hansen will track and provide lists of customers that have either Opt Out or had the Opt Out mailing Undelivered.



8. All customer information of the Eligible Opt Out customers who chose to Opt Out by phone, email or by Opt Out card will be deleted.
9. All customer information of the Eligible Opt Out customers whose mailing was returned undelivered will be deleted.
10. In the event when the customer leaves the Municipal Aggregation program or when mc<sup>2</sup> is no longer serving the Municipality, all customer lists will be deleted after 30 days. However, per Section 412.180 (a) mc<sup>2</sup> will retain for 2 year or for the length of the contract, whichever is longer, a verifiable proof of authorization to change supplier for each customer served.
11. If the customer has Opt In via TPV, the customer's records will be kept according to the applicable rules for TPV.
12. Communication to IT for deleting of the data and timing will be done by the Municipal Aggregation Manager.

Only information on the accounts with an EDI transaction record for the purposes of mc<sup>2</sup> serving them under the Municipality Aggregation will be accessible in any systems.

## **OPT IN PROCESS:**

Customers on the municipal aggregation Customer list from ComEd that are identified as Ineligible for Opt Out will be verified to be Eligible for the Opt In letter. The Eligible Opt In customers will be sent an Opt In letter. These customers' information will NOT be sent to customer service center. They are instructed to call in or visit the website to Opt In to the program.

## **OPT IN LETTERS**

### **(Identified above in this document)**

Per the Part 470 rule, mc<sup>2</sup> will send a letter to those customers that are with another RES or pending enrollment with another RES (not with mc<sup>2</sup> or the community's municipal aggregation).

The letter will explain the municipal aggregation. The letter will request that customers receiving the Opt In letters must take affirmatively action to join the Municipal Aggregation program. The letter will contain specific required language for each group of eligible customers.

The Opt In letter can be sent once during the term of the aggregation. mc<sup>2</sup> may send additional Opt In letters at the beginning of a new term for the Municipal Aggregation Program.

## **Web Opt In:**

All municipalities will have a website portal for Opt Ins to the program as a new customer or Opt In to the program. The website address will be communicated to the City(s) and in all the mailings.

1. Enter Promo code for the town
2. Enter the service address zip code
3. Select the product (if options are available)
4. Enter customer information for enrollment

The full Terms and Conditions, Utility Pricing Disclosure, LOA and UDS are posted on the website for customer's acknowledgement.

Note: Small Commercial accounts will not be able to enroll through the website. Need to call in to verify the eligibility for the Muni Agg program (less than 15,000 kWh).

### **Mail Opt In:**

To better accommodate those without access to websites, Mail Opt In will be available for all customers. These steps will be taken for the Opt In by Mail:

1. Customer will contact the call center to request an Opt In by mail
2. Call center will capture the customer information and forward to admin
3. Admin will mail all appropriate material and request signature back on the T&C and LOA
4. Customer can return the signed document to mc<sup>2</sup> office
5. MC<sup>2</sup> will enroll the customer through an appropriate portal
6. Once customer's account is accepted or rejected by the utility, mc<sup>2</sup> will send out appropriate documents to the customer in the mail within 3 business days of the enrollment acceptance
7. Any customer that has requested mailing to Opt In will not be dropped back to the utility to avoid the 6 months stay rule

# CHAPTER 2 – Customer Service: Tracking Process and Support

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## CUSTOMER SERVICE/CALL CENTER

mc<sup>2</sup>'s inbound call center contains dedicated reps and shared reps. The call center reps will be trained as to each community's specific program requirements. They will be provided with sample letters, T&C, UDS, Eligible Opt Out customer lists.

## **CUSTOMER SERVICE OPT OUT TRACKING**

The customer service will perform tracking all phone opt out and mail opt out requests. Customer service will also track any undelivered mail.

### During the Opt Out Period:

1. Once the program starts, they will track the following:
  - a. Phone Opt Out Notices – Any Opt Out requests from inbound calls will be noted in the database by the word “OUT” under the column header “Municipal Response”, and listed as “OUT - PHONE” under the column header “MC2DROPREASON”
  - b. Opt Out Postcards - All mailings are delivered and scanned with a 2D barcode that will be connected to a unique identifying number developed and provided by mc<sup>2</sup>– these will need to be marked on the database by the word “OUT” under the column header “Municipal Response”, and listed as “OPT OUT-LETTER” under the column header “MC2DROPREASON”
  - c. Undelivered Letters – All undelivered mailing will be scanned with the same 2D barcode that is listed on the postcard (see #2) and will be noted in the database by the word “UNDELIVERABLE” under the column header “Municipal Response”. Undelivered letters will be considered as an Opt Out notice from the customer.
2. For all communities, Hansen will supply 2 status reports. In both instances, Hansen will submit a final Opt Out report at the end of the Opt Out period based on the information tracked in the database. The report will need to provide the total number of each of the items (OUT, UNDELIVERABLE, DNC) listed under the column “Municipal Response”. The report will be a summary of both the Residential and Small Commercial accounts.
3. Do Not Contact – Customers who call into the Care Center and ask to be removed from the contact lists will need to be noted in the database under the column “Municipal Response” as “OUT”, and under the column “MC2DROPREASON” as “OUT-DNC”.

### After the Opt Out Period:

(Opt Out Requests or Undelivered Mail received AFTER the Opt Out period):

1. mc<sup>2</sup> will allow and process any Opt Out requests that are made past the official Opt Out period.
2. Hansen will receive any Post Opt Out requests.
3. Hansen will check to see if the account is already in the system.
4. If the account is in the system, Hansen rep will request a drop DASR.

5. If the account is NOT in the system or cannot locate the account number on the request, Hansen will update the Post Opt Out tracking sheet.
6. The post Opt Out tracking sheet is sent to mc<sup>2</sup>.
7. mc<sup>2</sup> will search for the account number on the ComEd Account Number sheet.
8. mc<sup>2</sup> will either remove from the enrollment process OR request an Enrollment Rescind OR Drop Request to Hansen depending on timing.

### **For Returned Undelivered Mail (At Hansen):**

1. If received after the Opt Out period, the same process as steps 1 to 7 are followed unless the customer has already started.
2. If customer has already started, a 2<sup>nd</sup> notice is sent to verify the address.
3. The account will continue the program unless notified by the customer to avoid the customer being on ComEd's minimum stay rule.
4. Once enrolled, all customer will also receive a Change of Supplier letter from the utility with MC2 phone number to call to Opt Out.
5. Once the address is verified, customer is given an option to Opt Out or stay in the program. This is to prevent removing the customer from the program and further customer service issues since they will not be able to return to mc<sup>2</sup> for 6 months (ComEd "Stay" rule).

### **For Returned Undelivered Mail (At Town):**

Some Towns or Cities wish to have their address on the OE return mail. In such case, we instruct the them to do the following:

1. The City will complete the Undeliverable tracking to include any mailing received on the last day of the Opt Out due date (for Example, if due date is 1/21, include any mailing received on 1/21)
2. The City will send electronically the undelivered mailing tracking sheet to MC Squared ([EKang@mc2energyservices.com](mailto:EKang@mc2energyservices.com)) as soon as applicable after the opt out due date.
3. The tracking sheet shall include the following information:
  - a. Customer Unique Code (10 – 11-digit number appearing top of customer name in small fonts)
  - b. Customer Name
  - c. Customer Address
4. The City will also put all the tracked mailing in the mail to MC Squared:

MC Squared Energy Services  
 Attn: Esther Kang  
 175 West Jackson Blvd., Suite 240  
 Chicago, IL 60604

5. After the initial Opt Out due date, the City can scan and email as a PDF doc any additional undelivered mail to [ekang@mc2energyservices.com](mailto:ekang@mc2energyservices.com)
6. If scanning into PDF is unavailable, send the customer info of the undelivered mail via email to MC Squared. Then, put the mail into USPS for delivery.

After the Undelivered Tracked information is received, mc<sup>2</sup> will process the drop/enrollment rescind quickly within 1 business day.

## **EMAIL INQUIRIES:**

If a customer sends inquiries via email, internal support will provide a written response back to the customer within 24 hours. All emails and complete correspondences are stored in the shared drive. Standard email response templates for the email correspondences are created and saved in the shared drive.

## **CUSTOMER SUPPORT ISSUES/ESCALATION:**

In addition to daily contact with the customer support call center manager, mc<sup>2</sup> manages any Customer Services items in the following methods:

1. Work Flow Gen: Hansen Rep will create in the system a WFG which will be sent to appropriate personnel to follow up and respond. This is tracked and dated through the system in an automated way to ensure timely completion
2. Weekly Managers Meeting: A weekly meeting is held with call center managers, trainers and IT support to ensure any trending issues are addressed and staffing management can be discussed
3. Operation: A weekly meeting for operational personnel is held to discuss system interface, new product development, reporting requests and other operational enhancement and items
4. Training: Overall training by mc<sup>2</sup> staff is held directly with the agents as needed to discuss new products, large regulation changes and any other significant changes to the programs offered

# CHAPTER 3 – Enrollments and Reports

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## **ENROLLMENTS:**

Once the Opt Out period is over, mc<sup>2</sup> will provide to IT customer account numbers for enrollment. This account list will only contain those customers that are to Eligible Opt Out who have not Opted Out during the Opt Out period and whose Opt Out mailing have not returned Undelivered.

The Eligible Opt Out list will then follow the process below:

1. Scrub against any late Opt Outs received after the deadline.
2. Pull the ComEd “powerpath” for latest customer information on all enrollments.
3. Create a workflow to uploads all applicable accounts into system.
4. A file is generated each day at 2:00 to send to Hansen for enrollment.
5. Enrollments sent to ComEd via EDI transactions each day at 4:00PM.
6. If the enrollment was via TPV Opt In, and is accepted, a confirmation packet including the contract Terms and Conditions and the Uniform Disclosure Statement will be sent within 3 days of enrollment by mail.
7. Process all rejections using rejection handling process.

## **ENROLLMENT REJECTIONS**

ComEd may reject an enrollment depending on several criteria:

1. Inactive – account is no longer active.
2. Invalid account – account number is not valid.
3. Not First In – account is already enrolled with another supplier waiting to start flow.
4. Not Eligible – a) account is not eligible for the muni agg program (most often the account is a commercial account over 15,000 kWh annual usage) or b. Not able to come back to the same supplier within 6 months or c). Account will be finalled at the next meter cycle.

## **Rejected Accounts Notification:**

Once an account is identified as rejected, mc<sup>2</sup> will take the following steps:

1. The towns and appropriate brokers, if applicable, are notified of the enrollment results and anticipated start date of the program for most residents.
2. All rejected enrollments are sent a notification in the mail of the reject and reason.
3. If the account has been rejected due to an invalid account number, a representative will contact the customer to reconcile the error. If the customer cannot be reached by phone, a rejection letter will be sent advising the customer to contact mc<sup>2</sup>.

## **REPORTS:**

Various reports are generated as by required by the call center, TPV center and internal systems.

1. Hansen (Call Center) Reports:

- Opt-out reports from the database during and after each Opt Out period (Opt Out Report).
  - Current customer care calls reports that are posted to the Portal (Customer Care Reports).
  - Current enrollment reports that are posted to the Portal (Current Enrollment reports).
  - Drop reports that are posted to the Portal (Current Drop reports).
  - Enrollment rejection report
  - This is in addition to the basic call center reporting rules per Part 410 Section 410.45 a).
2. mc<sup>2</sup> DCS Reports (FOR INTERNAL USE ONLY whenever applicable):
- Daily Customer Activity report
  - Green Power Enrollment report
  - Customer Savings report
  - Summary Customer Activity report
  - Renewal report
  - EDI Processing report
  - Web enrollment report

The reports will be generated and communicated to the towns as applicable on various agreed upon increments according to the Agreement and requests from each community.

# CHAPTER 4 – RENEWALS/PRICE NOTIFICATION

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## **RENEWAL:**

mc<sup>2</sup> is responsible for adhering to the renewal process that may differ depending on the individual Municipality's renewal clause and the customer's T&C.

## **NEW OPT OUT PROCESS**

Many municipal aggregation program's renewal process will call for brand new Opt Out mailing to be sent to existing customers.

1. Request through the town a new ComEd customer list for the most recent mailing address.
2. Once the list is received, identify those customers currently in the program and update the mailing address.
3. Once the list is updated, follow the Opt Out mailing process in Chapter 1 of the Handbook to mail the new Opt Out mailing.
4. Identify Eligible Opt In customers – those who have never received an Opt In letter for the Municipal Aggregation in the past.
5. Once the Eligible Opt In customers are identified, follow the Opt In mailing process in Chapter 1 of this Handbook to mail the new Opt In mailing.
6. Communicate mailing and price change timing to the municipality and call centers
7. Update all documentation for the call centers and the websites (if applicable) to reflect the new price and Opt Out requirements.
8. After the Opt Out period is over, create a new contract in the system for those customers who have not Opted Out.
9. Follow the List Management rules for record keeping and archiving.

## **PRICE NOTICES:**

## **RENEWAL PRICE NOTICE PROCESS**

Municipal aggregations program's renewal process requires price and term change notification without the formal Opt Out process notification.

1. Send for new ComEd customer list for the most recent mailing address.
2. Once the list is received, identify those customers currently in the program and update the mailing address.
3. Once the list is updated, generate the new price and term for the customer.
4. Create a new contract in the system to represent the new term and price.
5. Follow internal organic customer renewal process to notify customers of the new price and term.
6. The mailing will include:
  - a. Cover letter
  - b. Terms and Conditions
  - c. Side by Side Comparison
  - d. Utility Price Disclosure



- e. Renewal Disclosure
  - f. If applicable – Environment Disclosure
7. The letter renewal packet will be followed by a Renewal Email or 2<sup>nd</sup> letter or Post Card if email is not available

## PRICE NOTIFICATION PROCESS

mc<sup>2</sup> will send a price notification to any municipality customers that has a Price Change clause in the original terms and conditions during the term of the original contract.

(The price notification is not a full Opt Out notice and does not provide an opportunity for customers to leave the program. Thus, if the program has applicable early termination fee, the fee will be applicable to those that terminate during this time. It is simply a notification that the price will change within a certain timeframe. This process is not for notification of any cost pass-through negotiated with the municipality prior to the program start i.e. Regulatory cost changes)

1. Send for a new ComEd customer list for the most recent mailing address.
2. Once the list is received, identify those customers currently in the program and update the mailing address.
3. Once the list is updated, generate the new price and term for the customer.
4. Update the price of the contract in the system to represent the new price.
5. Follow the Opt Out mailing process for letter review by all the parties.
6. Mail notifications by due date.
7. Communicate mailing time to the municipality and call centers.
8. Update all documentation and the Muni website (if applicable) to reflect the new price and Opt Out requirements.

# CHAPTER 5 – Continuing Support

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## CONTINUING MUNICIPAL SUPPORT

Once the communities are in the program, in addition to continued customer service, all or a selection of the following services will be offered to the towns.

1. New Moves flyer: A ready- made mail piece that can be printed and inserted into the town's Welcome Packet for the new move in residents.
2. New Moves Opt Out Mailing: Another Opt Out mailing can be mailed to new residents of the town when the original mailing list is at least 6 months old.
3. Participation of a pre-planned community event to promote the mc<sup>2</sup> Programs.
4. As requested, a program summary presented to the city's chosen audience.
5. A monthly savings analysis using actual billed volumes in aggregate if applicable
6. A monthly/quarterly customer usage report in aggregate
7. Customer service reports for pre-determined and agreed upon information
8. Regulatory updates and reports as needed.

Individual customer usage report and newsletters – sent to those customers with available email only.

## EXHIBIT D: INSURANCE REQUIREMENTS

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
  - (2) Employer's Liability:
    - \$500,000 injury-per occurrence
    - \$500,000 disease-per employee
    - \$500,000 disease-policy limitSuch insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.
- All employees shall be included as insureds.
- C. Comprehensive General Liability
- a. with coverage written on an "occurrence" basis with limits no less than:
    - \$1,000,000 Bodily Injury and Property Damage Combined Single Limit
    - Coverage is to be written on an "occurrence" basis.Coverages shall include:
    - Broad Form Property Damage Endorsement
    - Blanket Contractual Liability (shall expressly cover the indemnity provisions of the Contract)
  - b. with coverage written on a "claims made" basis with limits no less than:
    - \$1,000,000 Bodily Injury and Property Damage Combined Single Limit
    - Coverage is to be written on a "claims made" basis.Coverages shall include:
    - Broad Form Property Damage Endorsement
    - Blanket Contractual Liability (shall expressly cover the indemnity provisions of the Contract)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Vendor against all sums that Vendor may be obligated to pay on account of any liability arising out of the Contract.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy shall provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- F. City as Additional Insured. City shall be named as an Additional Insured on all policies except for: Worker's Compensation  
Professional Liability
- Each such additional Insured endorsement shall identify City as follows: City of Lake Forest, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.
- G. Other Parties as Additional Insureds. In addition to City, the following parties shall be named as additional insured on the following policies:

Additional Insured

Policy or Policies

## **EXHIBIT E: COMED PRICE MATCH OPTION)**

### Eligible Customers

Eligible Customers means residential and small commercial electricity customers within the Aggregation Area who are eligible to participate in the Program pursuant to the Aggregation Act and other requirements of law, including but not limited to 83 Ill. Admin. Code Part 470 and ComEd Rate GAP. Eligible Customers may be further classified as recipients of Electricity Supply from Vendor pursuant to Section 5.A.1 of the Agreement or Default Tariff Service and by such standards as mutually agreed to by Vendor and City and as carried out by Vendor.

Except as otherwise required by the Act or other requirements of law, Eligible Customers that may receive Opt-Out notices includes all residential and Small Commercial Customers within the Aggregation Area excluding: (1) customers served by an ARES other than Vendor (other than the immediately previous ARES supplying City's Aggregation Program), including pending "with RES" status as reported by ComEd; (2) customers served under ComEd's Rate BESH, Rate RTOUPP, or Rider RRTP supply service; and (3) customers enrolled in a net metering program other than a Participating Customer. Subject to enrollment or switching limitations with their current retail suppliers or vendors or applicable law, any residential or Small Commercial Customer may opt in pursuant to Section 5.B.2.b-d of the Agreement.

Eligible Customers in the initial and subsequent opt-out cycles or that opt in pursuant to Section 5.B.2.b-d of the Agreement will be placed on Electricity Supply service from Vendor or Default Tariff Service based on Vendor's criteria and discretion including the customer's usage patterns and wholesale market conditions as determined by the Vendor. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Vendor or on Default Tariff Service.

### Eligible Customer Class Price:

Variable rate equal to the ComEd published Default Tariff Rate including the Purchased Electricity Charges (PEC), PJM Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement. On an annual basis, mc<sup>2</sup> will have the right to review the list of accounts served and if necessary, return accounts taking service from mc<sup>2</sup> back to ComEd Default Tariff Services.

Customers on Default Tariff Service will receive supply service from ComEd pursuant to the terms of ComEd Rate BES.

### Termination Fee for Withdrawing Customers:

No Early Termination Fee - \$0.00 (Zero) per utility account.

Agreement Term: Thirty-six (36) Months with three (3) annualized periods each being twelve (12) months (subject to additional Extended Agreement Terms)

Year 1 = September 2021 – September 2022 (12) months

Year 2 = September 2022 – September 2023 (12) months

Year 3 = September 2023 – September 2024 (12) months

## CIVIC GRANT AND REC PURCHASE PROGRAM (SPECIAL SERVICES)

### Civic Grant Contribution:

Vendor agrees to provide an **annual** Net Civic Grant Contribution payment equal to the greater of (i) \$90,000 minus the costs of RECs procured by Retail Electric Supplier under the REC Purchase Program identified below and (ii) \$0.00 to the City for the Agreement Term within ninety (90) calendar days after the conclusion of each annualized period of the Agreement Term.

Notwithstanding the preceding, if the Agreement is terminated pursuant to Section 6.A by either Party during the Agreement Term, Vendor shall be obligated to provide a Net Prorated Civic Grant Contribution payment to City within ninety (90) days of the last month of electricity delivery prior to termination. The Net Prorated Civic Grant Contribution shall be calculated as follows:

$$\text{NPCGC} = (\text{CGC} \times \text{PM/TM}) - \text{RECC}$$

Where:

- NPCGC is the Net Prorated Civic Grant Contribution
- CGC is \$90,000 based on each annualized period
- PM is the number of months from the beginning of the annualized period within the Agreement Term through and including the last month of the annualized period with deliveries by Retail Electric Supplier prior to termination
- TM is the total number of months in the annualized period within the Agreement Term
- RECC is the total costs incurred and documented by Retail Electric Supplier under the REC Purchase Program during that terminated Agreement Term

Notwithstanding any other provision in this Agreement, Vendor may terminate in its sole discretion, or mutually agree with City to adjust, the Civic Grant Contribution payment to the City if the number of accounts that Vendor serves under this agreement falls below the higher of 1,700 accounts or 25% of the total number of accounts reported by ComEd pursuant to Rate GAP, because it would not be financially viable for Vendor to continue funding below such number. On an annual basis, Supplier will have the right to review the list of accounts served and if necessary, return accounts taking service from Supplier back to ComEd Default Tariff Services.

### REC Purchase Program (Special Services):

At the sole direction of City, Vendor will acquire and retire voluntary Green-E® Certified Renewable Energy Certificates (RECs) on behalf of the City that meet the sustainability goals and objectives of City including but not limited to Wind and Solar generation RECs. Vendor shall from time to time and upon reasonable request by City provide City with information on the prevailing market-based rates for the RECs by generation type, location and vintage on at least a quarterly basis or as requested by City at any time during the Agreement Term. Prior to Vendor purchasing any RECs on behalf of City from REC providers identified by Vendor or a REC provider introduced to Vendor by City, City will provide a written request (via email) to Vendor authorizing each REC purchase transaction. Such authorization shall document City's request to acquire the RECs. Vendor will provide written confirmation (via email) of each REC purchase and will provide documentation of the actual invoices and costs paid by Vendor to acquire the RECs from third-party REC providers. Vendor shall provide such REC acquisition services herein with no additional fees to the REC cost.

The funds to acquire any authorized REC purchases on behalf of City during the Agreement Term will be deducted from the Civic Grant Contribution amount identified above. In no case shall Vendor be obligated to purchase RECs during an Agreement Term that, in aggregate, would exceed the Civic Grant Contribution amount identified above. To the extent that City does not request or authorize any REC purchases during the Agreement Term, Vendor shall provide the Civic Grant Contribution payment as outlined above.

Community Solar Program:

Notwithstanding anything to the contrary in the POG or Agreement, Vendor and City may continue to market and sell community solar subscriptions to residents within City's limits, including Eligible Customers, to the extent mutually agreed by Vendor and City prior to the Effective Date of this Agreement. In addition, during the Agreement Term, Vendor and City may choose to add, expand, or otherwise modify a community solar program. In any event, nothing in this agreement prevents Vendor from contacting or responding to a contact from a resident of City regarding community solar or enrolling such customer on the customer's request.



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

February 16, 2021



## TABLE OF CONTENTS

I. HISTORY AND PURPOSE OF MUNICIPAL AGGREGATION.....	1
II. DEFINITIONS.....	2
III. ROLE OF THE CONSORTIUM .....	4
IV. ROLE OF THE CITY.....	4
V. ROLE OF THE AGGREGATION CONSULTANT .....	5
VI. POWER SUPPLY AGREEMENT.....	6
VII. PRICING .....	8
VIII. IMPLEMENTATION PROCEDURES .....	8
IX. ADDITIONAL SERVICE TERMS AND CONDITIONS .....	13
X. INFORMATION AND COMPLAINT NUMBERS.....	13

## 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, intends to solicit bids seeking various pricing options, contract terms, and options for increased volumes of renewable energy. With its large quantity of eligible electric accounts, the Consortium has the potential to attract lower rates that are competitive with 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 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.
- 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. 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.
- 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. The customer has a community solar subscription; or
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](http://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.