

**THE CITY OF LAKE FOREST
CITY COUNCIL AGENDA**
Monday, December 6, 2021 at 6:30 pm

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.

<https://us02web.zoom.us/j/87238908445?pwd=Lytn0IVZVBCQzZ2MDRITWxMTes1Zz09>

Webinar ID: 872 3890 8445

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

1. COMMENTS BY MAYOR

A. Swearing in of Firefighter Paramedic Katy LaCivita
-Pete Siebert, Fire Chief

B. *The Dialogue* "How Well Do You Know Lake Forest" Contest Winners

2. COMMENTS BY CITY MANAGER

- A. Municipal Innovation Award Recognition for Lake Forest Now Mobile Application
- Jim Shaw, Director of Innovation & Technology

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. Gorton Community Center 2022 Budget Presentation

*PRESENTED BY: Finance Committee Chairman James Morris;
Jack Westerman, Board Chair; Nick Bothfeld, Finance Chair;
and Amy Wagliardo, Executive Director
STAFF CONTACT: Elizabeth Holleb (847-810-3612)*

BACKGROUND/DISCUSSION: Pursuant to Section 10.C.3 of the Restated Agreement Relating to the Gorton Property executed in July 2013, as amended by the First Amendment to Restated Agreement executed in October 2019, the Finance and Operations Sub-Committee and the Gorton Executive Director shall submit to the City Manager and Finance Chair of the City Council for review and recommendation to the City Council the Center's annual budget and plans for the use of and programming at the property. The Annual Budget and Plan shall include a five-year financial forecast. Following review, the City Manager and Finance Chair shall submit a recommendation for approval, approval with modifications or rejection of the Annual Budget and Plan to the full City Council. Upon receipt of the recommendation, the City Council has the right to approve, approve subject to modification, or reject the Annual Budget and Plan. If rejected, the Center would be authorized to operate and occupy the property in accordance with the Annual Budget and Plan last approved by the City Council subject to rate adjustments not exceeding the change in the Consumer Price Index. A copy of the Annual Budget, Capital Budget and Five-Year Forecast is provided beginning on **page 30**.

Section 10.D.1.b of the First Amendment to Restated Agreement sets forth GCC's maintenance obligations. GCC is required to include in its annual budget and plan sufficient funding to satisfy the GCC maintenance obligations each year. In any year the GCC's endowment falls below \$2 million, GCC is required to include in its annual budget and plan at least \$25,000 in that year, and maintain that amount until the Endowment again reaches \$2 million. For 2022, GCC's endowment exceeds \$2 million.

Representatives of Gorton met with Mayor Pandaleon, Finance Committee Chairman Morris, City Manager Wicha and Finance Director Holleb on November 2 to review Gorton's 2022 draft budget. The Gorton Board approved the 2022 Budget on November 8.

COUNCIL ACTION: It is recommended that the City Council approve the Gorton Community Center 2022 Budget.

2. Consideration of an Ordinance Establishing the 2021 Tax Levy (Final Reading)

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

PURPOSE AND ACTION REQUESTED: Staff requests final approval of an Ordinance establishing the 2021 property tax levy.

BACKGROUND/DISCUSSION: The annual tax levy must be filed with the County Clerk by the last Tuesday in December. The City has a significant reliance on property tax revenues, which represents more than 50% of the General Fund revenue.

Spreadsheets related to the proposed tax levy for 2021 are attached (**page 40**) for your consideration. These include: 1) the tax levy limitations under the tax cap; 2) the tax levy distributed by fund without new growth and allowances distributed; 3) the tax levy by fund with new growth and allowances distributed; and 4) an explanation of the tax increase to an average homeowner.

The tax levy to be approved includes the needs of all City departments, as well as for pensions and debt service requirements. A summary of the proposed levy is as follows:

FUND	Proposed 2021 LEVY	2020 Extension	\$ CHANGE	% CHANGE
City General	\$ 14,738,042	\$ 14,341,051	\$ 396,991	2.77%
Pension Funds	7,304,344	6,961,369	342,975	4.93%
Fire Pension PA 93-0689	117,220	120,336	(3,116)	-2.59%
Recreation	1,651,578	1,628,776	22,802	1.40%
Parks	3,676,095	3,625,340	50,755	1.40%
Recreation & Parks/Specific Purpose	125,000	125,000	0	0.00%
Special Recreation	501,937	495,007	6,930	1.40%
Capital Improvements	1,539,144	1,541,725	(2,581)	-0.17%
Library	4,049,235	3,966,739	82,496	2.08%
Library sites	435,009	429,003	6,006	1.40%
Bond Funds	1,821,451	1,847,395	(25,944)	-1.40%
TOTAL TAX LEVY - CITY	\$ 35,959,055	\$ 35,081,741	\$ 877,314	2.50%
School District 67- ESTIMATED	\$ 36,075,128	35,330,618	\$ 744,510	2.11%
GRAND TOTAL	72,034,183	70,412,359	\$ 1,621,824	2.30%
Ordinance (exclude Bond Funds)	<u>\$70,212,732</u>			

School District #67 levy amounts are estimates and subject to final approval by the School District Board.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
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City Council	11/15/21	First Reading of 2021 Tax Levy Ordinance
Finance Committee	11/8/21	Discussion of proposed 2021 tax levy
City Council	11/1/21	Determination of a preliminary non-binding estimate of the 2021 levy.
Finance Committee	10/18/21	Approval of 2021 Tax Levy Estimate

BUDGET/FISCAL IMPACT: The proposed tax levy for 2021 reflects a 2.50% increase over the 2020 tax levy extensions for the City and Library operating funds and City pension and debt service funds. This increase is comprised of the 1.40% property tax cap increase on operating and IMRF pension levies; debt service bond levies as previously approved by City Council bond Ordinances, subject to abatement for debt paid by alternate revenue sources; increases attributable to new construction; and increases in police and fire pension costs as determined by an independent actuarial valuation and recommendation by the Pension Subcommittee. **The average increase to existing residents (\$800,000 home) is projected to be \$71 or 1.81%.**

COUNCIL ACTION: Grant final reading of an Ordinance Establishing the 2021 Tax Levy (page 44).

PUBLIC WORKS COMMITTEE

- 1. Update on the Following Items from the Public Works Committee.**
(Actions will take place under the Omnibus portion of this Agenda)

PRESENTED BY: *Michael Thomas, Director of Public Works, Byron Kutz, P.E., Superintendent of Engineering, and Dan Martin Superintendent of Public Works*

- a) Illinois and Woodland Pedestrian Bridge Replacements, Award of Bid**
- b) The Burr Oak Storm Sewer Project, IGA**
- c) The City's Water Distribution System Monitoring Project**

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION
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- 1. Approval of November 15, 2021, City Council Meeting Minutes**

A copy of the minutes can be found beginning on **page 53**

COUNCIL ACTION: Approval of November 15, 2021, City Council Meeting Minutes

- 2. Approval of July 27, 2021, SPECIAL City Council Workshop Minutes**

COUNCIL ACTION: Approval of July 27, 2021, SPECIAL City Council Workshop Minutes

A copy of the minutes can be found beginning on **page 57**

3. Approval of August 23, 2021, SPECIAL City Council Meeting Minutes

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

COUNCIL ACTION: Approval of August 23, 2021, SPECIAL City Council Meeting Minutes

4. Approval of the Check Register for the Period of October 23 to November 26, 2021

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

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

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

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

Check Register for October 23 - November 26, 2021

	Fund	Invoice	Payroll	Total
101	General	729,960	2,305,694	3,035,654
501	Water & Sewer	140,274	281,005	421,280
220	Parks & Recreation	167,049	620,857	787,906
311	Capital Improvements	580,293	0	580,293
202	Motor Fuel Tax	39,387	0	39,387
230	Cemetery	30,079	55,604	85,683
210	Senior Resources	8,828	43,048	51,876
510	Deerpath Golf Course	22,841	4,337	27,178
601	Fleet	133,677	89,041	222,718
416 - 433	Debt Funds	0	0	0
248	Housing Trust	0	0	0
201	Park & Public Land	5,121	0	5,121
	All other Funds	963,654	244,904	1,208,558
		\$2,821,164	\$3,644,490	\$6,465,654

The subtotal "All other Funds" includes \$618,475 in medical/dental plan expenses.

COUNCIL ACTION: Approval of the Check Register for the Period of October 23 to November 26, 2021

5. Approval of Ordinances Abating 2021 Tax Levies for Various G.O. Alternate Revenue Bond Issues (Final Reading)

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

PURPOSE AND ACTION REQUESTED: Staff requests final approval of ordinances abating 2021 property tax levies.

BACKGROUND/DISCUSSION: The proposed Ordinances provide for the abatement (reduction) of 2021 property taxes levied for the various outstanding general obligation alternate revenue bond issues. The tax levies for all bond issues are established and recorded with the County Clerk at the time the bonds are issued. Therefore, in order to reduce the 2021 bond tax levies, an abatement ordinance must be approved and filed with the County Clerk no later than March 1, 2022. The abatement of these general obligation alternate revenue bonds is possible due to the fact these bond funds have an adequate revenue source from water sales, golf fees, sales tax and/or TIF increment. Therefore, the general obligation tax levy can be abated as was planned at the time the bonds were issued.

The proposed Ordinances (beginning on **page 59**) are as follows:

- An Ordinance Abating a Portion of the Tax being Levied in 2021 for the Annual Payment of the Principal and Interest on the General Obligation Bonds, Series 2015 Bond Issue
- An Ordinance Abating a Portion of the Tax being Levied in 2021 for the Annual Payment of the Principal and Interest on the General Obligation Bonds, Series 2017 Bond Issue
- An Ordinance Abating a Portion of the Tax being Levied in 2021 for the Annual Payment of the Principal and Interest on the General Obligation Bonds, Series 2019 Refunding Bond Issue

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

2021 Debt Service Levy and Abatements

	Levy per County	TIF	Golf	Water	.5 NHRST	Net Levy
2015	615,925.00	(360,687.50)				255,237.50
2017	271,152.50			(271,152.50)		0.00
2019	3,497,462.50		(96,415.06)	(2,042,224.43)	(527,360.51)	831,462.50
2021	734,750.00					734,750.00
	5,119,290.00	(360,687.50)	(96,415.06)	(2,313,376.93)	(527,360.51)	1,821,450.00
1% L/C	5,170,482.90					1,839,664.50

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

6. Grant final approval of an Ordinance approving a fee schedule and an Ordinance adopting new fees related to development activity.

STAFF CONTACT: Diane Hall, Assistant Finance Director (847-810-3614)

PURPOSE AND ACTION REQUESTED: Staff requests final approval of the proposed Ordinances.

BACKGROUND/DISCUSSION: As part of the budget process, all departments are asked to review their user fees. A comprehensive fee schedule is provided as Exhibit A to the Ordinance approving a fee schedule, which clearly identifies the proposed fee increases highlighted in yellow and the proposed new fees highlighted in orange. Fees highlighted in green are not reflective of changes in existing fees; rather, they are clarifications due to a review of City Code and current practices or the addition of previously approved fees into the Fee Schedule.

Departments have provided supplemental memos justifying their proposed fee adjustments and new fees, which are included in the packet beginning on **page 87**. New fees require a separate Ordinance to be submitted by the department proposing the new fee and accompany the Ordinance approving the fee schedule. The following Ordinances are submitted for City Council consideration at this time:

- Ordinance approving a fee schedule (**page 62**)
- Ordinance adopting new fees related to development activity (**page 85**)

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	11/15/21	First Reading of proposed ordinances
Finance Committee	11/8/21	Discussion of proposed ordinances

BUDGET/FISCAL IMPACT: Annual revenue for the new and increased fees is estimated to be \$558 in the General Fund, \$6,601 in the Parks and Recreation Fund, and \$3,554 in the Golf Course Fund.

COUNCIL ACTION: Grant final approval of an Ordinance approving a fee schedule and an Ordinance adopting new fees related to development activity

7. Consideration of a Request to Waive the Fidelity Bond Requirement in Connection with Lake Forest College Holding a Raffle in The City of Lake Forest. (Approval by Motion)

STAFF CONTACT: Margaret Boyer, City Clerk (847.810.3674)

PURPOSE AND ACTION REQUESTED: Staff requests City Council consideration of waiving the fidelity bond requirement in connection with a proposed raffle from Lake Forest College.

BACKGROUND: In January 2020 the City Council approved an Ordinance Amending Chapter 110, titled "Licenses and Miscellaneous" related to Raffles, to align these sections with recent

State of Illinois Legislation. Section 110.0149, J, allows the raffle manager designated by the organization to seek a waiver of the bond requirement from the City Council.

At this time Lake Forest College is requesting a waiver of the bond requirement and has submitted a request. A copy of the request can be found beginning on **page 95**.

BUDGET/FISCAL IMPACT: N/A

COUNCIL ACTION: Consideration of a Request to Waive the Fidelity Bond Requirement in Connection with Lake Forest College Holding a Raffle in The City of Lake Forest. (Approval by Motion)

8. Approval to Extend the City's Grant Services Agreement with The Ferguson Group for Grant Research/Writing Services for 2022

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

PURPOSE AND ACTION REQUESTED: Staff requests City Council approval to extend the City's agreement with The Ferguson Group for calendar year 2022.

BACKGROUND/DISCUSSION: The City's FY21 Budget allocated funds for a Finance Department initiative to improve grant administration and to provide assistance to City departments in seeking grant funding from federal, state and local sources. In September 2020, the Finance Department issued a Request for Proposals (RFP) for grant services. The RFP sought proposals for both grant writing and grant administration services. Respondents could provide proposals for either or both services and the City reserved the right to award portions of the services to multiple respondents to provide the most advantageous overall strategy for the City. The City received five (5) proposals for consideration and a Proposal Review Committee was created with representation from multiple City departments. In January 2021, the City Council approved the Committee's recommendation to enter into agreements with The Ferguson Group for Grant Research/Writing and with Carahsoft for eCivis grant administration software:

Grant Research – The Ferguson Group offers three tiers of service for grant identification and research services. The City contracted with The Ferguson Group for Tier 2 at \$2,000/month for 2021, with the option to purchase Tier 3 services on an hourly basis, as needed.

Grant Writing – The Ferguson Group proposes fees for grant writing based on the type and length of grant. As a client of The Ferguson Group for grant research, the City receives a 15% discount on grant writing. The City can contract with The Ferguson Group for grant writing on a case-by-case basis, since City staff have become fairly well versed in preparing grant applications. They have provided grant application review services on an hourly basis in 2021.

Grant Administration – Grant administration is provided through eCivis software at a cost of \$12,500 per year. The City licenses five (5) users, and The Ferguson Group has one (1) user license.

The Finance Department will provide a comprehensive report on the 2021 Grant Program at the January 18 City Council Finance Committee meeting.

At this time, staff recommends approval to extend the City's current agreement with The Ferguson Group for 2022. No increase in fees has been proposed, per the attached offer letter (**page 96**).

BUDGET/FISCAL IMPACT: Costs associated with the proposed agreement have been included in the City's Fiscal Year 2022 budget.

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

Below is an estimated summary of the project budget:

FY2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
General Fund/Finance Department 101-1314-435.35-10	\$30,000	\$30,000*	Y

* The Ferguson Group Tier 2 (\$24,000/year) plus an allocation for Tier 3 services on an hourly basis. Grant writing and/or application review services would be engaged on a case-by-case basis in addition to the costs summarized above.

COUNCIL ACTION: Approval to Extend the City's Grant Services Agreement with The Ferguson Group for Grant Research/Writing Services for 2022

9. Approval of Health Insurance Contract Renewals for Calendar Year 2022

STAFF CONTACT: Amber Campbell, Director of Human Resources (847-810-3532)

PURPOSE AND ACTION REQUESTED: PCA Committee and staff are recommending the following renewals of the City's various health insurance vendors:

The City provides a self-funded medical and dental plan and insured life insurance, transplant coverage, and reinsurance (stop loss) for large claims and total liability. The cost is determined by forecasts based on actual claims, fixed costs for administration, reinsurance, and costs for life insurance. Human Resources is not recommending changes this year for strategic considerations as the plan is meeting expectations.

Cigna has provided Life Insurance since 2004, providing a contract that allows for a custom designed package developed with Benefit Committee input of employer provided insurance, and supplemental coverage that is able to be continued after leaving the City. The City has a contract which automatically renews. No premium increase has been received, although Cigna has the ability to change the rate with advance notice. The contract was last bid in 2014, and Cigna remained the best option. The costs are determined on a pooled basis, and were last changed in 2018.

The City purchases Stop Loss insurance for individual claims and total plan liability. Insurance consultant Wright Benefit Strategies (WBS) recommended not bidding stop loss this year after a full RFP and moving to Sun Life last year. We typically bid this service approximately every two to three years, as more bidding and changing carriers reduces leverage in negotiations in difficult claim years and puts the City at greater risk of large exclusions, rate increases, or both.

The City contracts administration services and PPO Managed Care services through PBA, which includes Cigna PPO. Staff is recommending retaining PBA and Cigna managed care services.

The City contracts with Asset Health to manage our Think Healthy Wellness plan programming and website, which employees use to access learning, resources and tracking tools. Staff recommends retaining Asset Health for a successive one-year term.

Bidding other services is not recommended at this time due to existing multi-year contracts, favorable renewals and contractual features relating to our benefit structure.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Personnel, Compensation and Administration (PCA) Committee	11/30/21	Review of staff recommendations

BUDGET/FISCAL IMPACT: Recommendations based on renewal quotes:

- **Retain Cigna for Life Insurance Coverage** Cigna provides a unique contract design and is meeting expectations. Cigna has not provided notice of renewal.

CIGNA Annual Cost	Cigna Renewal
\$28,397	\$28,397

- **Retain Professional Benefit Administrators (PBA) for Administration and Billing Services** PBA medical administration fees increased by \$2,940. PBA is a low-cost provider for administration of the City health plan, including claims administration and coordination of medical plan services and administration of the City flexible spending account. WBS bid TPA services last year, and PBA's cost were low in comparison to bids. Staff and the City's insurance consultant recommend retaining PBA based on their service and the nature of the City's benefit structure and PBA is meeting expectations.
- **Retain preferred provider network administration with CIGNA through PBA** Cigna provides networks and managed care services through a contracted relationship with PBA. CIGNA provides broad access and favorable discounts. Services are meeting expectations.

PBA Current Annual Cost	PBA Renewal
\$148,675	\$150,440

- **Retain Sun Life for Stop Loss Coverage and Retain Optum Health for Transplant coverage.** WBS manages placement of Specific reinsurance for large claims and Aggregate reinsurance for total claims in a calendar year for 2021. The City entered a new contract with Sun Life in 2021, WBS negotiated the renewal to a favorable renewal for stop loss below typical market increases. WBS recommends

retaining Sun Life as the renewal is within expectations. Optum provides a separate Transplant policy, which helps protect the Stop Loss experience by carving out transplant expenses. Optum rates are not changing. WBS recommends retaining Optum carve out coverage.

Sun Life Stop Loss	Sun Life 170k deductible 2021	Sun Life \$170k deductible 2022
Specific & Aggregate Premium	\$679,849	\$741,019
Optum Transplant	\$30,365	\$30,365

- **Retain Serve You Rx Pharmacy Benefit Administration for Prescription Drug Card for an additional one-year term.** Serve You Pharmacy Card services are in the final year of a three-year contract. The City last bid this coverage in 2018, and Serve You provided the most favorable contract. WBS negotiated an increase in discounts, and rebates for 2022. The changes are expected to reduce costs through better discounts and increased rebates. Serve You services are meeting expectations.

Summary Pricing Serve You Rx	Serve You Current	Serve You Renewal Costs
Dispensing Fees (Retail Only)	\$1,923	\$1154
Generic Discount Retail/Mail Order	76%/80%	78%/82%
Rebates Paid to Plan	\$(158,460)	\$(193,479)

- **Retain Asset Health services for Think Healthy Wellness Program**
Staff is recommending renewing the contract for wellness services through Asset Health, a leading provider of wellness technology and administration for 1 million members including fortune 500 companies. Asset Health provides consulting, participant administration through a website, health and wellbeing learning exercises, activity “challenges” (time sensitive activities designed to reinforce positive behaviors linked to improved health), as well education by self-determined and programmatic learning. The services are meeting expectations for reduced staff time in administration, improved communication, and education resources available to participants, while reducing health cost growth over time. The service has been well received by employees and is actively managed through our Employee Wellness Committee. Through reporting from Asset Health and the City’s health plan, WBS has observed that costs may be trending lower than other employers through reduced pharmacy and professional utilization, which has trended down over the last several years. This has resulted in lower cost increases. Results suggest the City is seeing positive behavioral change and lower health plan utilization, and participation is widespread among employees. The City did not bid the service this year due to the unique and integrated nature of the service to the relatively new Think Healthy wellness program, which has been in its current form since 2018.

o **Retain Benistar Medicare Supplement and Part D Plans as Retiree Benefit**

Effective since 2018, the City makes available a separate fully insured Retiree Medical and Drug program for retirees eligible for Medicare through Benistar. Retirees pay 100% of the cost. The City provides billing remittance and Benistar provides customer service and coordination of a Harford Medicare Supplement Plan, and an Express Scripts Part D prescription drug plan. This policy is less costly for retirees over 65 and is fully insured, so the city has no liability. The plans are subject to annual cost adjustments for Medicare Supplement and Part D Drug Coverage. Staff recommends continuing to offer this coverage.

Age Band-Medical	Current	January 1, 2022
65-69	\$124.27	\$128.00
70-74	\$142.87	\$147.16
75-79	\$166.31	\$171.30
80-84	\$187.86	\$193.50
85 and over	\$197.62	\$203.55
Express Scripps Part D	\$224.00	\$235.00

Summary Budget Impact:

Funding Source: Self-Insurance Fund Spread over FY21 and FY22 budgets	Current	Amount Requested	Budgeted?
Cigna Life Insurance	\$28,397	\$28,397	Yes
Summary Pricing Serve You Rx			Yes
Dispensing Fees (Retail Only)	\$1,923	\$1154	Yes
Generic Discount Retail/Mail Order	76%/80%	78%/82%	
Rebates Paid to Plan	\$(158,460)	\$(193,479)	Yes
Summary Pricing PBA with CIGNA PPO	\$148,675	\$150,440	Yes
Summary Pricing Sun Life Stop Loss			
• Specific & Aggregate Premium	\$679,849	\$741,019	Yes
• Transplant Premium (Optum)	\$30,365	\$30,365	Yes
• Total	\$710,214	\$771,384	Yes
Summary Pricing Asset Health Wellness	\$30,000	\$30,000	Yes
Benistar Retiree Insurance	\$0	\$0	No

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

If no, indicate the specific exception or waiver requested:

Administrative Directive 3-5, Section 6.11 – Existing Relationship

COUNCIL ACTION: Approval of Health Insurance Contract Renewals for Calendar Year 2022

- 10. Award of the Lowest Responsive and Responsible Bid for Both the Illinois and Woodland Pedestrian Bridge Replacements, to F.H. Paschen, in the Amount of \$1,075,613 and a 10% Construction Contingency in the Amount of \$107,561, for a Total of \$1,183,174**

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

PURPOSE AND ACTION REQUESTED: The Public Works Committee and staff request awarding the lowest responsive and responsible bid for replacement of both the Illinois and Woodland pedestrian bridges, to F.H. Paschen in the amount of \$1,075,613 and a 10% contingency in the amount of \$107,561, for a grand total of \$1,183,174.

BACKGROUND/DISCUSSION: The Illinois pedestrian bridge was installed in 1994; the Woodland Bridge in 1995. Both bridges carry pedestrian and bicycle traffic along the Robert McClory bike path, west of McKinley Road, and are rated with a five-ton limit. Both bridges are prefabricated steel pony truss bridges with concrete decks. They both have required significant repairs over the past ten years and are considered a “high-priority” in the 2020 Bridge Inspection Report due to their poor superstructures. Specifically, the corrosion of their floor end beams and bottom chord segments has reduced each structure’s capacity, reducing their full design load.

Construction is planned so that both bridges are *not* out of service at the same time. The Illinois Bridge is *tentatively* planned to begin spring, 2022 and the Woodland bridge during the summer, 2022. Depending on steel availability and how quickly both bridges can be fabricated, it is staff’s intention to complete both bridge projects prior to school beginning next August. Staff recognizes the volume of traffic that proceeds under these two bridges along with the bike path’s heavy daily use. Staff will work with the contractor to minimize road closures and the amount of time these bridges are taken out of service.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	11/22/2021	Reviewed & Recommended City Council Approval
Finance Committee	11/8/2021	Included with FY '23 Capital Plan
Finance Committee	11/9/2020	Reviewed Findings of 2020 Bridge Inspection Report

BUDGET/FISCAL IMPACT: The project was placed out to bid in mid-October with a subsequent bid opening on October 28, 2021. A total of five bids were received. City engineering staff will oversee the contractor and work with the Communications Manager to ensure progress updates are provided weekly to the general public. Additionally, City staff is currently developing a Request for Proposal to seek an engineering firm’s assistance for detailed inspections, review and approval of shop drawings and submittals, and respond to the contractor’s requests for additional information. City staff will request City Council approval of these services at a future City Council meeting.

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

The following is a summary of the five bids received:

Company Name	Bid Amount
Copenhaver Construction, Inc.	\$1,015,903

F.H. Paschen	\$1,075,613
Lorig Construction Co	\$1,181,216
Alliance Contractors Inc.	\$1,221,845
MYS Inc.	\$2,086,529

Per the City's request, the two low bidders submitted references on similar projects. References were checked and found Copenhaver Construction not to be a responsible bidder. Four local municipalities and one park district all noted that Copenhaver Construction were very difficult to manage and oversee. They noted that their project would begin and shortly thereafter, construction crews would not be on site for weeks. The construction sites were not kept clean and organized, and each of their projects were not completed on schedule. The four municipalities noted they would not entertain a bid from Copenhaver Construction for any future projects. The City previously found this contractor to be not responsible and did not award them the 2019 Old Elm storm sewer project; the references checked show the concerns remain the same. It is for these reasons along with the significant amount of capital projects the City intends on pursuing next fiscal year, that staff does not recommend the City engage in a contract with the low bidder. Once the contractor has received the two replacement bridges, it is extremely important that they be replaced in a timely manner. High vehicle use of Illinois and Woodland Roads along with heavy bicycle traffic along the McClory bike path, require a responsible contractor stay on the jobsite and to complete both bridges as specified and as soon as possible.

The second lowest bidder, F.H. Paschen, also submitted references and is deemed to be both a responsive and responsible bidder. Their primary focus is both roadway and bridge construction. They come highly recommended by multiple municipalities, transportation agencies, and engineering firms. References indicated F.H. Paschen to be reliable, completing projects on time and without constant oversight by engineering staff. Staff is therefore recommending the bid be awarded to F.H. Paschen.

Like other large capital projects, staff is requesting a 10% contingency be approved for any unforeseen circumstances that may arise during construction. The funds will return to the Capital Fund if they are not needed.

Below is an estimated summary of project budget by Fiscal Year:

FY 2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted Y/N
Illinois Bridge 311-5103-467-67-23	\$325,000	\$325,000	Y
Woodland Bridge 311-5103-467-67-23	\$25,000	\$25,000	Y

FY 2023 Funding Source	Amount Budgeted	Amount Requested	Budgeted Y/N
Illinois Bridge 311-5103-467-67-23	\$244,000	\$227,000	Y
Woodland Bridge 311-5103-467-67-23	\$624,000	\$606,174	Y

COUNCIL ACTION: Award of the Lowest Responsive and Responsible Bid for Both the Illinois and Woodland Pedestrian Bridge Replacements, to F.H. Paschen, in the Amount of \$1,075,613 and a 10% Construction Contingency in the Amount of \$107,561, for a Total of \$1,183,174

11. Consideration of a Staff Recommendation to Award the Contract for GIS Services to MGP, Inc. in the not-to-exceed amount of \$214,246 for calendar year 2022

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

PURPOSE AND ACTION REQUESTED: Staff recommends awarding the contract for GIS Services to MGP, Inc. in the not-to-exceed amount of \$214,246 for calendar year 2022.

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

Currently there are 39 members in the GISC including Highland Park, Deerfield, Glenview, and Skokie. The GIS Consortium is based on an innovative approach that manages staffing costs by sharing professional resources. The mission of the Consortium is to create value for its members by identifying opportunities for minimizing cost and risk.

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

BUDGET/FISCAL IMPACT: The GIS Consortium Service Provider Contract for MGP in Lake Forest for Calendar Year 2022 is for services not to exceed \$214,246, which is an increase of 2.5% or \$5,732 from the current GIS contract. Services provided will include direct management, development, and the operation and maintenance of the City's GIS system. MGP also provides investigation, research and development of new functionality and capability to benefit all GIS Consortium members.

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

If no, indicate the specific exception requested:

Administrative Directive 3-5, Section 6.11 – Existing Relationship

Beginning on **page 102** of your packet is the Calendar Year 2022 GIS Consortium Service Provider Contract for MGP. January through April expenses will be made from the City's FY2022 budget, while May through December expenses will be funded from the City's FY2023 budget.

Below is an estimated summary of Project budget:

FY2023 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
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101-3747-435.35-46	\$214,246	\$214,246	Y*
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*Part of the FY 2023 budget approval process

COUNCIL ACTION: Consideration of a Staff Recommendation to Award the Contract for GIS Services to MGP, Inc. in the not-to-exceed amount of \$214,246 for calendar year 2022

12. Approval of a Change Order to the Agreement with Civiltech Engineering, Inc. to Provide Watermain Design for the Everett & Waukegan Road Intersection Project in the Amount of \$22,175

Staff Contact: *Byron Kutz, P.E., Superintendent of Engineering (810-3555)*

PURPOSE AND ACTION REQUESTED: The Public Works Committee and City staff are requesting approval of a change order with Civiltech Engineering, Inc. to provide professional engineering watermain design services for the Everett & Waukegan Road Intersection Project in the amount of \$22,175.

BACKGROUND/DISCUSSION: During the mid-2000's, residents requested improvements to the Everett & Waukegan Road intersection during multiple Ward meetings. Traffic studies, Phase I and Phase II designs focused on geometric improvements along with seeking various grant opportunities have been on-going since 2009. Phase I and Phase II design is ongoing to incorporate the addition of a right-turn lane. Although the City paid for 100% of the Phase I design, the City was successful in receiving a Surface Transportation Program (STP) Grant from the Lake County Council of Mayors in 2018 for both Phase II design *and* construction of the Base Design of the intersection which originally did not include watermain replacement. Staff will pursue additional STP grant opportunities in early 2022 for construction of the intersection with watermain construction funded locally.

A design supplement request was reviewed and approved at the July 19, 2021 City Council meeting which included several items. First, Civiltech is currently updating the drawings and specifications of the base project to current IDOT standards. Secondly, negotiations related to the acquisition of the needed right-of-way were also included. Civiltech is also currently providing Phase I and Phase II design services for the proposed westbound right-hand turn lane. This includes updating the intersection design study, geotechnical plans, lighting design, utility re-locates, coordination with IDOT, and negotiations with the Archdiocese of Chicago. The design supplement was focused solely on geometry as related to the feasibility of the intersection improvements. This included full Phase II design of the intersection improvements inclusive of both the base design and the westbound right-hand turn lane.

To complete a comprehensive reconstruction of this intersection, City staff and the Public Works Committee recommends approving a change order to Civiltech Engineering, Inc. so that this needed watermain replacement can be included with the overall intersection project. Although this section of watermain installed in 1927 does not have any recent watermain break history, staff is emphasizing the importance to replace this stretch of pipe before the project is completed. Constructing the watermain as part of the overall intersection project is more cost effective and reduces impacts to the traveling public.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	11/22/21	Reviewed and Recommended Design Change Order to City Council
City Council	7/19/21	Approved Design Supplement; Pursue Land Acquisition and Additional Construction Grants
City Council Workshop	7/12/21	Reviewed and Recommended Approval to Proceed with Design Supplement; Pursue Land Acquisition and Additional Construction Grants
City Council Workshop	2/23/21	Updated City Council on Project Status; Additional Wait Times, Safety, and Right-Hand Turn Lane Analysis Requested
Finance Committee	11/12/19	Project update provided.
City Council	7/2/18	Phase II Design Services Approval

BUDGET/FISCAL IMPACT: The fiscal year '22 Water Fund budget includes \$730,000 for watermain design and construction of which \$20,000 was budgeted to design a replacement water main for the Deerpath Streetscape project. Those dollars are no longer needed due to the streetscape's design in FY '23 incorporating design of the water main within that corridor.

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

If no, indicate the specific exception or waiver requested:

Administrative Directive 3-5, Section 6.11 – Existing Relationship

Below is an estimated summary of project budget:

FY2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Water Fund: 508-3703-477-77-07	\$20,000	\$22,175	N

COUNCIL ACTION: Approval of a Change Order to the Agreement with Civiltech Engineering, Inc. to Provide Watermain Design for the Everett & Waukegan Road Intersection Project in the Amount of \$22,175

- 13. Authorization for the City Manager (based on City Attorney Review) to Execute An Intergovernmental Agreement Between The City of Lake Forest and The Lake County Stormwater Management Commission (SMC hereafter) for the Burr Oak Storm Sewer Project, and Approval of a SMC Project Expense Match in the Amount of \$314,036, Contingent Upon Receipt of Grant Funding**

STAFF CONTACT: *Byron Kutz, P.E., Superintendent of Engineering (810-3555)*

PURPOSE AND ACTION REQUESTED: The Public Works Committee and staff are recommending City Council authorize the City Manager to execute an Intergovernmental Agreement between The City of Lake Forest and The Lake County Stormwater Management Commission (SMC hereafter) for the Burr Oak Storm Sewer Project, based upon final City Attorney Review, and the approval of a Lake County Stormwater Management Commission project expense match in the amount of \$314,036. Should the City not receive grant funding as contemplated by the IGA, the project expense match would not be incurred.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	11/22/21	Reviewed & Recommended Approval of Draft IGA Contingent Upon City Attorney Final Review & Approval
Finance Committee	11/8/21	Project Update Memo Provided
Finance Committee	11/9/20	Project Update Memo Provided
Finance Committee	11/12/19	Included in the 5-Year Capital Plan
City Council Workshop	9/16/19	Review of Updated Storm Sewer Study

BACKGROUND/DISCUSSION: Out of six storm water projects identified in the 2019 Baxter & Woodman storm sewer study update, the Burr Oak Project ranked highest in properties benefitting from both a completed project and overall lowest project cost per property. Subsequently, City Council directed staff to begin the project design process. In October 2019, following a public Request for Proposal process, City Council approved a professional services agreement with Baxter & Woodman to design the Burr Oak Project. In April, 2020 the project was placed out for a public bid letting in which five bids total were received. Due to the bids received being higher than the budgeted amount, the construction contract was not approved. Shortly thereafter, City staff were notified of a grant opportunity with SMC. On July 17, 2020, The City of Lake Forest submitted a detailed application to SMC for their cost share program with Illinois' Department of Commerce and Economic Opportunity (DCEO hereafter). SMC approved their initial capital program list for the cost-share program on August 6, 2020 which included the Burr Oak Storm Sewer project.

Since the August 6, 2020 SMC meeting, all parties have been waiting for the State to fund the DCEO / SMC program. Staff was notified in early fall 2021, that the State had moved \$30 million of Federal funds into DCEO's account to fund the program with SMC. For two months, DCEO, SMC, and the State's Attorney's Office have been developing terms for the draft IGA, found on **page 121** of this agenda packet. SMC themselves will be required to have a separate IGA with DCEO. DCEO indicated that they will not proceed with developing that IGA until they receive an application from SMC that includes a copy of each of the 14 award recipients draft IGA's with SMC. Recognizing that DCEO's IGA with SMC will take until February, 2022 to complete, and that no projects can proceed until that specific IGA is approved, SMC would like to submit their application immediately so their IGA process with DCEO can begin. Although the current draft form of the City's IGA with SMC is 95% complete, SMC has requested City staff to seek City Council approval of the final IGA and

authorize the City Manager to execute said agreement *after* final review and approval by the City's legal counsel.

Staff will request City Council approve the project bid and construction engineering services once SMC has received final approval of their IGA with DCEO. Recognizing construction could start as soon as a few weeks after City Council approval of project bid, staff will begin their outreach and communication efforts with the surrounding property owners over the winter months.

Staff has reached out to SMC regarding the April, 2020 bids, requesting a determination if the City's low bidder satisfies DCEO's requirements. Coordination of this issue is ongoing with SMC and to-date there has not been a formal response provided by DCEO. The low-bid contractor, DiMeo Brothers, has stated that they meet the Women and Minority-Owned Business Enterprise requirements. Since those requirements were not in the City's original bid documents, DCEO *may* require the City re-bid the project. If this were to be the case, it should be noted that the City should expect to see an increase in the total project cost. Since April, 2020, material prices have increased significantly and contractor availability is low. DiMeo Brothers has committed on paper to hold their price through the end of January, 2022. They have noted verbally to staff that they will extend their price commitment for a few weeks later if need be.

BUDGET/FISCAL IMPACT: Bids for the Burr Oak Area Storm Sewer Project were received and opened on April 9th, 2020. The City received a total of five bids. The following is a summary of the bids received:

BIDDER	BID AMOUNT
DiMeo Brothers	\$4,552,026
A-Lamp Concrete Contractors, Inc.	\$4,566,527
Berger Excavating Contractors, Inc.	\$4,582,979
Bolder Contractors	\$4,803,575
DK Contractors	\$4,980,917

The proposed draft IGA provides the City with reimbursements for eligible project expenses, not to exceed \$2,750,000. DiMeo Brothers submitted the low bid at \$4,552,026. With a 10% contingency and an estimated \$50,000 for construction engineering assistance, the current total project cost would be \$5,057,229.

A Project Expense Match in the amount of \$314,036 is required to be paid separate of the grant to SMC by November 30th, 2022, to support SMC's administrative and engineering services. These services in general include administration and management of the 14 total grant projects, development of SMC grant application to DCEO, review of quarterly project reports, review and approval of project reimbursement requests, periodic site visits, and acceptance of project close-out reporting. Staff will continue to coordinate with DiMeo Brothers and seek an additional price extension if needed while the IGA agreements are being finalized between DCEO and SMC. Should the City be required to re-bid the project and incur an increase in the project, the added costs incurred would be paid by the City.

Has City staff obtained competitive pricing for proposed goods/services? **NO**
Administrative Directive 3-5, Section 6.1B – Sole Source

The project expense match is a condition of the IGA and will not be incurred if the City is unsuccessful in receiving grant funding.

Below is a summary of the project budget:

FY2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund 311-3703-478.78-21	\$4,300,000	\$314,036	Y

COUNCIL ACTION: Authorization for the City Manager (based on City Attorney Review) to Execute An Intergovernmental Agreement Between The City of Lake Forest and The Lake County Stormwater Management Commission (SMC hereafter) for the Burr Oak Storm Sewer Project, and Approval of a SMC Project Expense Match in the Amount of \$314,036, Contingent Upon Receipt of Grant Funding

14. Award of Bid to Integrated Process Solutions, Inc. for the 2021 Distribution System Monitoring Project in the amount of \$337,000, \$15,000 to Strand Associates for Technical Engineering Assistance, and \$8,000 for an Overall Contingency

STAFF CONTACT: *Dan Martin, Superintendent of Public Works (847-810-3561)*

PURPOSE AND ACTION REQUESTED: The Public Works Committee and staff recommends award of bid for the 2021 Distribution System Monitoring Project to Integrated Process Solutions, Inc.

BACKGROUND/DISCUSSION: The City's water distribution system currently has five pressure monitoring sensors located at the Water Plant, East Train Depot, Westleigh Booster Pump Station, Water Tower, and SW Lift Station. Maintaining the proper pressure in the distribution system is crucial component of the water plant operation. The Water Plant Operator on duty monitors the system pressures using the SCADA system (Supervisory Control and Data Acquisitions) which is a computer based system for gathering and analyzing real time data to monitor and control equipment. The Operator makes real-time adjustments to the system pressure to meet demand by increasing or decreasing the pumpage from the Water Plant or the Booster Pump Station.

The five pressure monitoring sites are important locations to the system. However, the limited number of sensors do not provide sufficient coverage to the remaining distribution system, leaving the system vulnerable when sudden changes in flow cause water pressure surges that are difficult for the Operator to determine the surge's location. These types of events, otherwise known as water hammers, reduce the longevity of pipes, cause leaks or main breaks, which in turn, jeopardizes service levels and water quality. Increasing the number of monitoring stations across the distribution system will allow Operators to mitigate the frequency of pressure events while reducing operational costs. Other key benefits to increasing the number of monitoring sites include quickly identifying and isolating main breaks before they can cause significant damage, reduce non-revenue water loss, and collect

data across the system to enhance the decision making process for future water main replacements.

The proposed project includes eight additional monitoring locations to the system. The locations were established from the Project Engineer's experience doing similar designs, thoroughly reviewing past data trends, reviewing main break locations, meetings with City staff, and utilizing data from the 2020 Water Distribution and Water Main Replacement Study. Based off the Project Engineer's research and design experience, the installation of flow meters was added at each of the eight sites and at the existing Water Tower where there is a pressure sensor. Incorporating the use of flow meters will show the direction of water flow and how fast or slow the water is moving in the event of a water main break, when hydrants are being flushed, or the valves are being exercised. Also, an additional flow meter and pressure sensor will be added to the SCADA at the new Deerpath / Rte. 41 lift station once the building is turned over to the City. Having nine additional monitoring sites will provide the necessary data to determine if additional sites are needed and specifically where in the system.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	11/22/2021	Reviewed & Recommended City Council Approval
Finance Committee	11/9/2020	Included with Capital Plan

BUDGET/FISCAL IMPACT: The project followed the public bids process. The invitation was advertised in the newspaper. At the November 16, 2021 bid opening, two bids were received. After conducting a review of the low bid by staff and Strand Associates, Integrated Process Solutions, Inc. (IPS) bid met the project design specifications, making them the low responsive and responsible bidder.

The low bidder, IPS, has completed similar projects for other communities of this nature in a satisfactory manner.

If approved by City Council, the project would commence on or about December 20th and be completed by the end of July, 2021. Staff is requesting to use the remaining budgeted \$15,000 for Strand Associates to provide technical engineering assistance (i.e. review/approve shop drawings, equipment submittals, answer Request for Information, etc.) and the \$8,000 remaining budget for an overall contingency that could be used for either IPS or Strand Associates.

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

Company Name	Dollar Amount Bid
Integrated Process Solutions, Inc.	\$337,000
Wunderlich-Malec	\$353,500

Below is the Project budget:

FY2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted Y/N
Capital Fund 508-3703-477.77-07	\$360,000	\$360,000	Y

COUNCIL ACTION: Award of Bid to Integrated Process Solutions, Inc. for the 2021 Distribution System Monitoring Project in the amount of \$337,000, \$15,000 to Strand Associates for Technical Engineering Assistance, and \$8,000 for an Overall Contingency

15. Consideration of the Waiver of Permit Fees for Improvements at the City's Veterans Park Located on the Southeast Corner of Deerpath and Green Bay Road. (Approval by Motion)

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

PURPOSE AND ACTION REQUESTED: Approval of the waiver of permit fees for a City project.

BACKGROUND/DISCUSSION: The City routinely waives permit fees associated with construction and site improvements for projects on City owned property. The improvements now underway at Veterans Park required the review of construction plans and the issuance of permits approving tree removal, regrading of portions of the site, the installation of electric service and storm sewer, reconfiguration of the retaining wall, the installation of paths, and various hardscape and landscape improvements. Ongoing inspections of the work as it progresses are required as part of the permit process.

Per Administrative Directive 3-7, fee waivers in excess of \$5,000 require approval by the City Council.

BUDGET/FISCAL IMPACT: The budget impact is neutral. The permit fees, if assessed, would be paid out of one City fund and deposited into another City fund.

Construction Permit Fees	Permit Fees	Amount of Fee Waiver Requested
Veterans Park	\$5,943.00	\$5,943.00

COUNCIL ACTION: If desired by the City Council, approve a waiver of permit fees in the amount of \$5,943.00 for work related to improvements at Veterans Park

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

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

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

BACKGROUND/DISCUSSION:

450 Oak Knoll Drive – The Building Review Board recommended approval of a new single family residence on a vacant lot in the Oak Knoll Woodlands Subdivision. No public testimony was presented on this petition. (Board vote: 6 - 0, approved)

410 Oak Knoll Drive – The Building Review Board recommended approval of a new single family residence on a vacant lot in the Oak Knoll Woodlands Subdivision. No public testimony was presented on this petition. (Board vote: 7 - 0, approved)

The Ordinances approving the petitions as recommended by the Building Review Board, with key exhibits attached, are included in the Council packet beginning on **page 133**. The Ordinances, complete with all exhibits, are available for review in the Community Development Department.

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

17. Consideration of an Ordinance Approving a Recommendation from the Historic Preservation Commission. (First Reading and if Desired by the City Council, Final Approval)

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

The following recommendation from the Historic Preservation Commission is presented to the City Council for consideration as part of the Omnibus Agenda.

650 Lake Road – The Commission recommended approval of a building scale variance to allow removal of a non-original addition at the rear of the residence, construction of a replacement addition at the same location that is more in keeping with the character of the historic home, and a small expansion of the dormers on the coach house to create a more functional second floor space. The closest neighbor submitted a letter in support of the petition. This matter was also considered by the Zoning Board of Appeals as detailed in the following agenda item. (Approved 4 – 0)

The Ordinance approving the petition, with key exhibits attached, is included in the Council's packet beginning on **page 153**. The Ordinance with complete exhibits is available for review in the Community Development Department.

COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading and grant final approval of the Ordinance approving the petition as recommended by the Historic Preservation Commission.

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

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

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

BACKGROUND/DISCUSSION:

650 Lake Road – The Zoning Board of Appeals recommended approval of a side yard setback variance to allow the expansion of existing dormers on the rear of the coach house. The expanded dormers do not encroach into the setback any further than the existing condition. The closest neighbor submitted a letter in support of the petition. This petition was also considered by the Historic Preservation Commission as detailed in the previous agenda item. (Board vote: 6 - 0, approved)

The Ordinance approving the petition as recommended by the Zoning Board of Appeals with key exhibits attached is included in the Council packet beginning on **page 165**. The Ordinance, complete with all exhibits, is available for review in the Community Development Department.

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

COUNCIL ACTION: Approval of the eighteen (18) omnibus items as presented.

6. OLD BUSINESS

7. NEW BUSINESS

1. Consideration of a Recommendation from the Zoning Board of Appeals in Support of Amendments to the Special Use Permit for Ragdale Located at 1230, 1260 and 1272 N. Green Bay Road. (First Reading of an Ordinance and, if Desired by the City Council, Final Approval)

AND

Consideration of a Second Amendment to the Operating Agreement for the Ragdale Properties. (Approval by Ordinance)

PRESENTED BY: Catherine Czerniak,
Director of Community Development (810-3504)

PURPOSE AND ACTION REQUESTED: As a follow up to the City Council's approval of a Purchase and Donation Agreement for the Hart/Lansing property located just north of and adjacent to the Ragdale Campus, Council consideration of corresponding amendments to the Ragdale Special Use Permit and the Operating Agreement for the Ragdale Properties is requested.

BACKGROUND/DISCUSSION:

In October of this year, the City Council approved a Purchase and Donation Agreement to facilitate the transfer of just over two acres of the Hart/Lansing property to the City. This land transfer is made possible by the Hart/Lansing family's desire to make a combination sale and donation of the property to the City and by the Ragdale Foundation's willingness to fund the purchase of the property. A lead donor has stepped forward with a significant contribution to the Ragdale Foundation to make this transaction possible. After the closing, which is anticipated to occur before the end of this calendar year, the property will be owned by the City as is the majority of the existing Ragdale Campus, and Ragdale will continue to operate on the expanded City owned site under the terms of the amended Operating Agreement and Special Use Permit. The amendments to both documents relate to the incorporation of the additional property into the Ragdale Campus.

Amendment to Special Use Permit

On November 22, 2021, the Zoning Board of Appeals held a public hearing to consider proposed amendments to the Special Use Permit (SUP) which authorizes Ragdale, an artists' retreat, to operate on City owned properties on Green Bay Road. The Zoning Board of Appeals unanimously, and enthusiastically, recommended approval of the proposed amendment. The purpose of the amendment is twofold 1) incorporate additional property into the Ragdale Campus (a portion of property to the north addressed as 1272 N. Green Bay Road), and 2) approve an updated Master Plan and a Use Area Plan for the Ragdale Campus as exhibits to the SUP.

Importantly, neither the uses, nor number of resident artists permitted on the Ragdale Campus will change as a result of the incorporation of the additional property into the City's ownership and the Ragdale Campus. Instead, the addition of the Hart property will provide the opportunity to improve upon the space currently available to accommodate artists with a variety of talents and abilities and will provide additional outdoor space to support the Ragdale Ring and other low intensity activities.

The proposed amendments:

1. Incorporate just over two acres of the Hart/Lansing property, 1272 N. Green Bay Road, into the Ragdale Campus after the property is in the ownership of the City.
2. Incorporate an updated and more detailed Master Plan and a Use Area Plan as exhibits to the Special Use Permit. Key changes to the existing conditions on the site are highlighted below:
 - a. Use of the Hart residence for artists in residence.
 - b. Use of two small outdoor event/performance areas located to the east and to the west of the Hart residence.
 - c. Expansion and reconfiguration of four existing parking areas across the site. No additional ingress or egress points to the parking areas is proposed.
 - d. Use of the McCutcheon Studio as an artist's space.
 - e. Use of the outbuilding in the northwest corner of the site as a solitary, passive space for individual artists.
 - f. Overall updating of the Master Plan to reflect existing conditions on the site.

A blackline of the recommended amendments to the conditions of approval of the Special Ordinance Permit is included in the Council packet beginning on **page 172**. The Ordinance, with

the amended conditions and with the Boundary Map, updated Master Plan and Use Area Plan attached as exhibits, is included in the Council packet beginning on **page 177**.

Amendment to the Operating Agreement

A Second Amendment to the Operating Agreement for the Ragdale Properties is proposed concurrent with the amendment to the SUP and in anticipation of the property transfer. The Second Amendment to the Operating Agreement modifies the original 2001 Operating Agreement and the First Amendment to the Operating Agreement which was approved by the City Council in 2016. The proposed Second Amendment to the Operating Agreement is included in the Council packet beginning on **page 191**. The earlier Operating Agreements are provided to the City Council as background documents under separate cover.

The Second Amendment to the Operating Agreement:

- 1) Redefines the properties covered by the Agreement, incorporating the portion of the Hart/Lansing property that will be transferred to the City and incorporated into the Ragdale Campus.
- 2) Resets the term of the Agreement to the original ninety-nine years from the time of approval of the second amendment.
- 3) Acknowledges conditions on the Hart/Lansing property to be transferred; an access easement, the prior removal of an underground tank, and termination of an existing tenancy in the Hart residence.

Summary

The collaboration of the various parties on this project; the Hart/Lansing family, the Ragdale Foundation and staff, and the City, is yet another example of the value of long term planning but more importantly, of the amazing generosity of community members and the value placed on preserving and building upon the unique character and qualities of Lake Forest.

COUNCIL ACTION:

Based on a unanimous recommendation from the Zoning Board of Appeals, if desired by the Council, waive first reading and grant final approval of an Ordinance amending the Special Use Permit for Ragdale. (First Reading of an Ordinance and, if Desired by the City Council, Final Approval)

AND

If desired by the Council, grant a motion approving the Second Amendment to the Operating Agreement for the Ragdale Properties.

8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS

9. ADJOURNMENT

A copy of the Decision Making Parameters is included beginning on **page 28** of this packet.

An instruction guide on how to participate at a City Council meeting is included beginning on **page 29**.

Office of the City Manager

December 1, 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.

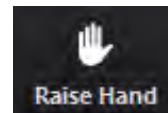
CITY COUNCIL – REMOTE ACCESS MEETING GUIDE

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
Ideal	Zoom app on a desktop or Laptop	A headset with microphone	Wired connection via Ethernet
Better	Zoom app on a mobile phone or tablet	A headset (using built-in microphone) Using a phone to dial in	Connected Wirelessly via WiFi
Okay	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
Tips	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.

Gorton Community Center 2021 Budget Draft Summary

						\$ Variance	% Variance
	2019	2020	2021	2021 Budget	2022	2022 Bgt vs	2022 Bgt vs
	Actual	Actual	Budget	Reforcast	Budgeted	2021 Refrcst	2021 Refrcst
Operations Income/(Expense):							
Room Rentals & Leases	448,678	283,778	291,718	314,058	396,497	82,439	26.25%
Operations Expense	(878,108)	(387,727)	(736,506)	(722,906)	(835,916)	(113,010)	-15.63%
Operations, net	(429,430)	(103,949)	(444,788)	(408,848)	(439,419)	(30,571)	-7.48%
Programs & Events Income/(Expense):							
Income	476,808	304,331	493,111	367,096	458,448	91,352	24.89%
(Expense)	(275,069)	(159,665)	(276,549)	(206,596)	(243,208)	(36,612)	-17.72%
Programs & Events, net	201,740	144,666	216,562	160,500	215,240	54,740	34.11%
Drop In Center Income/(Expense):							
Income	264,313	215,892	240,000	284,119	318,000	33,881	11.92%
(Expense)	(294,686)	(272,518)	237,344	(237,344)	(313,080)	(75,736)	31.91%
Drop-In Center, net	(30,372)	(56,626)	2,656	46,775	4,920	(41,855)	89.48%
Unrestricted Activity - Fundraising:							
Income	355,956	680,158	320,900	356,641	349,900	(6,741)	-1.89%
(Expense)	(87,041)	(82,783)	(90,000)	(42,703)	(80,000)	(37,297)	0.00%
Unrestricted Activity,net	268,915	313,597	230,900	313,938	269,900	(44,038)	-14.03%
Income (Loss) from Operations	10,852	297,688	5,330	112,365	50,641	(61,724)	-20.73%

**Gorton Community Center
2021 Budget**

		2022						\$ Variance	% Variance	
			2019	2020	2021	2021 Budget	2022	2022 Bgt vs	2022 Bgt vs	
			Actual	Actual	Budget	Reforecast	Budget	2021 Rfrst	2021 Rfrst	Notes
Room Rentals & Leases										
	4001 - Annual Leases		161,273	162,883	156,114	145,454	147,962	2,508	1.72%	See Annual Leases subschedule
	4002 - Daily and Contract Rent, Net		150,203	46,788	48,000	48,000	112,758	64,758	134.91%	
	4003 - Drop In Center Rent		53,016	54,604	54,604	54,604	56,252	1,648	3.02%	3% increase over 2021
	4004 - Theatre Rent		64,211	13,265	25,000	50,000	60,375	10,375	20.75%	
	4004 - Technical Fees		19,975	6,238	8,000	16,000	19,150	3,150	19.69%	
			448,678	283,778	291,718	314,058	396,497	82,439	26.25%	
Operation Expense										
	5001 - Payroll									
	5001.01 - Administration		412,504	410,280	432,775	432,775	481,938	49,163	11.36%	3% increase for line staff
	5001.02 - Porter		56,845	58,992	39,693	39,693	67,618	27,925	70.35%	3% increase to porter payroll
	5001.03 - Taxes		33,032	32,969	36,144	36,144	42,041	5,897	16.32%	7.65% of payroll
	5001.04 - Payroll Fees		4,410	7,321	7,500	7,500	7,500	-	0.00%	0% increase over 2021
	Total 5001 - Payroll		506,790	510,562	516,112	516,112	599,097	82,985	16.08%	
	5002 - Porter/Cleaning Services		73,300	62,228	65,000	75,000	77,250	2,250	3.00%	3% increase per vendor on charges
	5003 - Copier		5,204	5,738	5,900	5,900	5,900	-	0.00%	\$470/mo includes lease and avg copy charge
	5004 - Postage		1,137	714	1,200	600	1,200	600	100.00%	Same as 2021
	5005 - Internet		2,690	4,059	4,500	4,500	4,650	150	3.33%	Comcast \$245/mo; Fusion Cloud \$114/mo
	5006 - Marketing		54,219	39,892	60,000	60,000	67,725	7,725	12.88%	includes texting tool, advertising for Gorton Center Live events
	5007 - Printing		47	1,110	600	600	600	-	0.00%	stationary, misc
	5008 - Insurance									
	5008.02 - Liability Insurance		23,268	22,097	22,702	22,702	23,837	1,135	5.00%	estimates from insurance broker
	5008.03 - Workers Compensation Insurance		10,719	5,341	5,255	5,255	5,518	263	5.00%	estimates from insurance broker
	5008.05 - Liquor Liability Insurance		350	900	475	475	499	24	5.05%	estimates from insurance broker
	5008.04 - Directors & Officers Insurance		620	12,576	3,237	3,237	3,399	162	5.00%	estimates from insurance broker
	5008.10 - Reimbursed Health Insurance		4,130	-	13,000	13,000	19,480	6,480	49.85%	50% Subsidy for Participants
	Total 5008 - Insurance		39,087	40,914	44,669	44,669	52,733	8,064	18.05%	
	5009 - Website Maintenance		2,330	2,421	6,000	1,500	6,000	4,500	300.00%	Blueshoon \$3,600, Misc Consultation \$2,400
	5010 - Accounting		10,820	10,900	11,000	11,000	12,150	1,150	10.45%	Audit fee per preliminary estimate
	5010.01 Professional Services						10,000			pricing consultant, legal fees placeholder
	5011 - Office Supplies		6,724	6,703	8,000	8,000	8,000	-	0.00%	
	5012 - Utilities									
	5012.01 - Gas		16,903	13,023	20,157	20,157	20,775	618	3.07%	3% increase
	5012.02 - Electric		41,025	29,865	47,421	47,421	48,850	1,429	3.01%	3% increase
	5012.03 - Water/Sewer		2,521	2,216	2,600	2,600	2,600	-	0.00%	\$650/quarter
	5012.04 - Telephone		12,004	11,383	12,500	12,500	12,875	375	3.00%	Birch, Marlin, Access, 3% inc.
	Total 5012 - Utilities		72,453	56,487	82,678	82,678	85,100	2,422	2.93%	
	5014 - Building Maintenance									
	5014.02 - Pest Control		540	405	540	540	540	-	0.00%	Quarterly service
	5014.03 - Cleaning Supplies		9,318	7,622	9,500	6,000	6,180	180	3.00%	Rate similar to 2021 due to Covid requirements
	5014.10 - Theatre Maintenance		3,792	6,314	8,000	3,000	8,559	5,559	185.30%	annual inspections and supplies
	5014.08 - Miscellaneous		16,197	30,739	25,000	25,000	25,750	750	3.00%	elevator, HVAC and other building maintenance
	Total 5014 - Building Maintenance		29,847	45,080	43,040	34,540	41,029	6,489	18.79%	
	5015 - Bank/Credit Chg and Late Fees		30,441	12,479	18,000	15,000	18,000	3,000	20.00%	continue passing some fees on to consumers
	5017 - Miscellaneous									
	5017.01 - Dues and Subscriptions		169	2,466	1,500	1,500	1,500	-	0.00%	Annual Report Fee, Filing Fee
	5017.02 - Vending Machine		254	(183)	100	100	100	-	0.00%	Net from Vending Machine
	5017.03 - License Fees		15	15	25	25	25	-	0.00%	
	5017.06 - Exec Director's Discretionary Fund		2,510	737	4,000	4,000	4,000	-	0.00%	Exec Director Discretionary Fund, non-budgeted items, Chairman's discretionary
	5017.05 - Meeting Expense		1,754	601	1,600	1,600	1,600	-	0.00%	Board Meetings, Staff & Misc Meetings
	5017.09 - Education/Conferences		4,132	50	4,000	-	4,000	4,000	0.00%	
	5017.08 - Staff Development		40	2,512	2,000	1,000	2,000	1,000	100.00%	Staff training, staff appreciation
	Total 5017 - Miscellaneous		8,874	6,197	13,225	8,225	13,225	5,000	60.79%	
	5019 - Computer Equip/Maint/Software		21,311	(395)	12,000	10,000	12,000	2,000	20.00%	Replace computer equipment and ongoing maintenance;
	5021 - Strategic Planning Contingency		17,389	-	-	-	-	-	0.00%	
	5020 - Non-Capital Items		1,221	-	2,000	2,000	2,000	-	0.00%	carts other miscellaneous
Other Income										
	4301 - Administrative Fees		3,034	5,100	5,100	5,100	5,100	-	0.00%	DIC Agreement, \$425/month for copies, accountant, cr card fees
	4302 - Interest		2,527	872	1,000	1,000	120	(880)	-88.00%	Money Market Acct
	4304 - Miscellaneous		214	1,331	-	-	-	-	0.00%	
	4306 - Distributions - Endowment Fund		-	163,259	151,318	151,318	175,523	24,205	16.00%	See subschedule for calculation
	4307 - Covid-19 Relief		-	246,800	-	-	-	-	0.00%	
	Total Operations Expense		878,108	387,727	736,506	722,906	835,916	103,010	15.63%	
			(429,430)	(103,949)	(444,788)	(408,848)	(439,419)	(20,571)	7.48%	

**Gorton Community Center
2021 Budget**

		2022						\$ Variance	% Variance	
			2019	2020	2021	2021 Budget	2022	2022 Bgt vs	2022 Bgt vs	
			Actual	Actual	Budget	Reforcast	Budget	2021 Refrcst	2021 Refrcst	Notes
Programs & Events - Income										
	Programs									
	4102 - PASTA		121,449	48,546	50,050	60,000	52,950	(7,050)	-11.75%	PASTA is ending summer 2022
	4101 - Fencing		13,680	6,246	7,068	9,000	7,440	(1,560)	-17.33%	
	4100 - Knitting		1,520	(5)	840	500	800	300	60.00%	
	4103 - Yoga		2,652	30	2,040	630	5,760	5,130	814.29%	
	4104 - Dog Obedience/Animal Related		1,330	-	-	-	-	-	0.00%	
	4106 - Sewing		24,046	10,120	14,400	15,500	17,415	1,915	12.35%	
	4107 - Bridge		5,425	-	4,800	2,500	4,800	2,300	92.00%	
	4109 - Cooking Classes		10,455	2,069	5,700	11,000	7,000	(4,000)	-36.36%	
	4111 - Other		47,164	41,992	19,300	40,000	40,000	-	0.00%	
	4112 - Manners		10,540	30	3,000	-	2,000	2,000	0.00%	
	4113 - Bubbles Academy		2,000	-	-	-	-	-	0.00%	
	4116 - Computer/Photo		120	-	900	900	-	(900)	-100.00%	
	4125 - Music Lessons		-	-	1,320	1,320	1,320	-	0.00%	
	4100 - Meditation		1,670	437	1,350	-	-	-	0.00%	
	4100 - Palette & Pours		1,125	83	1,750	1,750	1,350	(400)	-22.86%	
	4124 - DPAL Art Classes		-	-	24,000	18,000	19,000	1,000	5.56%	
	4100 - Improv & Acting		9,394	2,000	4,850	12,000	17,000	5,000	41.67%	
	4100 - High School Prep		2,323	-	2,550	-	-	-	0.00%	
	4122 - Robothink		-	-	11,500	10,000	10,710	710	7.10%	
			254,894	111,547	155,418	183,100	187,545	4,445	2.43%	
	Events									
	4117 - Safety Town		14,114	120	14,114	14,192	15,200	1,008	7.10%	
	4118 - Dog Day		522	-	700	700	700	-	0.00%	
	4119 - Film Festival & Series		49,261	27,548	60,425	11,000	10,000	(1,000)	-9.09%	
	4130 - Gene Siskel Film Series		-	-	-	-	-	-	0.00%	
	4125 - Hughes Distribution		19,077	21,500	20,085	23,616	22,413	(1,203)	-5.09%	
	4120 - Family Concerts		-	-	7,140	7,140	10,000	2,860	40.06%	
	4121 - Kids Only Holiday Shoppe		1,848	-	1,848	1,848	1,800	(48)	-2.60%	
	4123 - Speakers		-	-	-	-	-	-	0.00%	
	4201 - Grotto		7,620	-	7,500	-	7,500	-	0.00%	
	4123 - PAC Committee		-	-	-	-	-	-	0.00%	
	4128 - Greater Good		41,456	28,215	2,500	-	-	-	0.00%	
	NEW LINE - Rendezvous Arts		-	-	20,430	1,000	-	(1,000)	-100.00%	
	NEW LINE - Storytelling		-	-	20,290	10,000	20,290	10,290	102.90%	
	NEW LINE - Gorton Center Live		-	-	29,848	30,000	35,000	5,000	16.67%	
	4204 - Other		41,007	71,838	28,100	28,000	28,000	-	0.00%	
	4225 - Event Sponsorships		43,606	28,825	55,000	30,000	30,000	-	0.00%	
	4226 - Signature Events		-	14,738	62,963	24,000	82,000	58,000	241.67%	
	4202 - Jazz Tickets		3,404	-	6,750	2,500	8,000	5,500	220.00%	
			221,915	192,784	337,693	183,996	270,903	86,907	47.23%	
	Total Program & Event Revenue									
			476,808	304,331	493,111	367,096	458,448	91,352	24.89%	
			-	-	-	-	-	-	-	
Programs & Events - Expense										
	Programs									
	5102 - PASTA Expense		81,954	28,652	30,030	36,000	31,770	(4,230)	-11.75%	
	5101 - Fencing		12,373	4,092	4,948	6,300	5,208	(1,092)	-17.33%	
	5100 - Knitting		1,312	-	588	425	480	55	12.94%	
	5103 - Yoga		1,484	-	1,224	300	3,456	3,156	1052.00%	
	5106 - Sewing		19,624	8,688	10,080	10,850	12,191	1,341	12.35%	
	5107 - Bridge		1,805	-	2,880	1,500	3,360	1,860	124.00%	
	5109 - Cooking Class		6,942	750	3,990	7,700	5,000	(2,700)	-35.06%	
	5111 - Other		24,615	27,319	11,541	23,920	20,000	(3,920)	-16.39%	
	5112 - Manners		9,983	-	2,100	-	1,400	1,400	0.00%	
	5116 - Computer/Photo		860	754	630	630	-	(630)	-100.00%	
	5100 - Meditation		1,665	295	810	-	-	-	0.00%	
	5100 - Palette & Pours		400	100	1,225	1,225	945	(280)	-22.86%	
	NEW LINE - DPAL Art Classes		-	-	14,400	14,400	10,917	(3,483)	-24.19%	
	5100 - Improv & Acting		5,681	337	3,395	8,400	11,500	3,100	36.90%	
	5100 - High School Prep		929	-	1,785	-	-	-	0.00%	
	5122 - Robothink		-	-	8,050	7,000	7,497	497	7.10%	
	5125 - Music Lessons		-	-	1,056	1,056	924	(132)	-12.50%	
			169,627	70,986	98,732	119,706	114,648	(5,058)	-4.23%	

**Gorton Community Center
2021 Budget**

	2022						\$ Variance	% Variance	
		2019	2020	2021	2021 Budget	2022	2022 Bgt vs	2022 Bgt vs	
		Actual	Actual	Budget	Reforcast	Budget	2021 Refrcst	2021 Refrcst	Notes
Events									
5117 - Safety Town		9,085	154	9,085	9,085	9,500	415	4.57%	
5118 - Dog Day		1,033	-	100	100	150	50	50.00%	
5119 - Film Festival & Series		40,566	21,779	54,185	9,800	5,000	(4,800)	-48.98%	
5130 - Gene Siskel Film Series		-	-	-	-	-	-	0.00%	
5120 - Family Concerts		625	-	5,892	5,892	6,500	608	10.32%	
5121 - Kids Only Holiday Shoppe		380	-	380	380	380	-	0.00%	
5201 - Grotto		3,333	-	3,300	-	3,300	3,300	0.00%	
5123 - PAC Committee		-	-	-	-	-	-	0.00%	
NEW LINE - Greater Good		-	-	1,000	-	-	-	0.00%	
NEW LINE - Rendezvous Arts		-	-	15,096	740	-	(740)	-100.00%	
NEW LINE - Storytelling		-	-	9,843	4,850	9,800	4,950	102.06%	
NEW LINE - Gorton Center Live		-	-	17,566	17,655	16,000	(1,655)	-9.37%	
5204 - Other		49,020	65,346	24,430	24,340	24,430	90	0.37%	
5202 - Jazz		1,400	1,400	3,100	1,148	3,500	2,352	204.88%	
5226 - Signature Event		-	-	33,840	12,900	50,000	37,100	287.60%	
		105,442	88,679	177,817	86,890	128,560	41,670	47.96%	
Total Program & Events Expense		275,069	159,665	276,549	206,596	243,208	36,612	17.72%	
Programs & Events, net		201,740	144,666	216,562	160,500	215,240	54,740	34.11%	
Drop-In Center - Income									
4401.1 - Enrollment		16,880	7,682	13,000	7,000	7,000	-	0.00%	
4402 - Hourly		193,023	117,255	186,000	186,000	250,000	64,000	34.41%	
4403 - Lunch Bunch		11,507	3,937	11,000	11,000	11,000	-	0.00%	
4404 - Camp Gorton/Mini Camps		42,378	18,980	30,000	45,027	50,000	4,973	11.04%	
4405 - Other		-	-	-	-	-	-	0.00%	
4405.04 - Other-Donations		526	1,240	-	-	-	-	0.00%	
4405.1 - Book Fair		-	489	-	-	-	-	0.00%	
Childcare Restoration Grant/Other		-	66,308	-	35,092	-	(35,092)	-100.00%	
Total 4405 - Other		526	68,037	-	35,092	-	(35,092)	-100.00%	
Total Revenue, Drop-In Center		264,313	215,892	240,000	284,119	318,000	33,881	11.92%	
Drop-In Center - Expense									
5401 - Payroll									
5401.01 - Drop In Center		199,421	184,874	149,382	149,382	215,288	65,906	44.12%	0% increase
5401.04 - Taxes		15,256	14,135	11,428	11,428	16,470	5,042	44.12%	7.65% of payroll
5401.05 - Payroll Fees		1,511	1,359	1,430	1,430	1,430	-	0.00%	est \$55/payroll
Total 5401 - Payroll		216,188	200,367	162,240	162,240	233,188	70,948	43.73%	
5402 - Administrative Services		3,509	5,800	5,000	5,000	5,000	-	0.00%	Payable to GCC for copies, cr card fees, admin
5403 - Rent		53,016	54,604	54,604	54,604	56,242	1,638	3.00%	3% increase
5404 - Telephone		720	720	1,000	1,000	1,000	-	0.00%	
5405 - Staff Development/Education		733	370	100	100	700	600	600.00%	Staff Meetings
5406 - Office Supplies		345	698	100	100	350	250	250.00%	Toner, misc supplies
5407 - Classroom Supplies		1,873	2,586	400	400	2,000	1,600	400.00%	
5407.1 - Snack Expense		928	1,110	700	700	900	200	28.57%	
5407.2 - Lunch Expense		10,226	3,684	6,900	6,900	7,000	100	1.45%	Nets against Lunch Bunch Income
5408 - Cleaning & Laundry		5,423	2,039	5,000	5,000	5,000	-	0.00%	\$417/month
5409 - Marketing		363	-	100	100	-	(100)	-100.00%	
5410 - Camp		747	-	700	700	700	-	0.00%	Camp Gorton, mini camp expenses
5413 - Classroom Equipment		-	85	500	500	500	-	0.00%	Painting, misc equipment
5414 - Miscellaneous		615	454	-	-	500	500	0.00%	Food Service Permit, Parent Coffees, health record service
Total Expense, Drop-In Center		294,686	272,518	237,344	237,344	313,080	75,736	31.91%	
Drop-In Center, net		(30,372)	(56,626)	2,656	46,775	4,920	(41,855)	-89.48%	
Total Gorton Operations		(258,063)	(15,909)	(225,570)	(201,573)	(219,259)	(17,686)	8.77%	
5021 - Depreciation Expense		(277,494)	(282,000)	(291,017)	(294,675)	(296,287)	(296,157)	0.55%	Based on projected 2022 Cap Exp
		(535,557)	(297,909)	(516,587)	(496,248)	(515,546)	(19,298)	3.89%	

**Gorton Community Center
2021 Budget**

	2022					\$ Variance	% Variance	
	2019	2020	2021	2021 Budget	2022	2022 Bgt vs	2022 Bgt vs	
	Actual	Actual	Budget	Reforcast	Budget	2021 Refrcst	2021 Refrcst	Notes
Unrestricted Activity - Fundraising								
Donations - Income								
4501 - General Donations								
4501.13 - Spring/Fall Appeal						-	0.00%	old category
4501.51 - Unrestricted - Individual						-	0.00%	old category
4501.52 - Unrestricted - Corporation						-	0.00%	old category
4501.53 - Unrestricted - Foundation	17,300					-	0.00%	old category
4501 - 1 Quarter Donations	30,555	23,234	28,000	39,186	35,000	(4,186)	-10.68%	Budget reflects strategic plan goals plus to match previous actuals
4501 - Spring Appeal	50,738	115,478	75,000	84,555	80,000	(4,555)	-5.39%	Budget reflects strategic plan goals plus to match previous actuals
4501 - 3rd Quarter Donations	10,019	15,711	18,000	33,000	35,000	2,000	6.06%	Budget reflects strategic plan goals plus to match previous actuals
4501 - Fall Appeal	190,680	231,958	190,000	190,000	190,000	-	0.00%	Budget reflects strategic plan goals plus to match previous actuals
4501.80 - In-Kind Donations	17,561	10,000	9,900	9,900	9,900	-	0.00%	Safety Town Storage \$640/mo
4501 - Discount on Pledges			-			-	0.00%	
	316,853	396,380	320,900	356,641	349,900	(6,741)	-1.89%	
Donations - Expense	73,056	82,783	90,000	42,703	80,000	37,297	87.34%	2 Appeals, Event, 2 Development Salaries & Taxes, Annual Report
Unrestricted Donations, net	243,797	313,597	230,900	313,938	269,900	(44,038)	-14.03%	
Events Committee								
4504.1 - Income	39,103	-	-	-	-	-	0.00%	Moved to program & events (second city & GPP)
5504.1- Fundraising Expenses	13,985	-	-	-	-	-	0.00%	Moved to program & events (second city)
Events Committee, net	25,118	-	-	-	-	-	0.00%	
Unrestricted Activity, net	268,915	313,597	230,900	313,938	269,900	(44,038)	-14.03%	
Temporarily Restricted Activity								
6005 - Restricted Fund Income	37,150	48,075	-	-	-	-	0.00%	
6004 - Restricted Fund Expenditure	(93,985)	(58,006)	-	-	-	-	0.00%	
Temporarily Restricted Activity, net	(56,835)	(9,931)	-	-	-	-	0.00%	
Permanently Restricted Activity								
Hughes Film Series								
6010 - Hughes Film Series Income	14,209	13,195	8,000	8,000	8,000	-	0.00%	
6011 - Management Fees	(5,480)	(4,981)	(5,900)	(5,900)	(5,900)	-	0.00%	85% of projected balance of \$590,375
6013 - Unrealized Gain/Loss on Investments	86,406	31,868	-	-	-	-	0.00%	
6015 - Draws on Investment Acct	(19,077)	(21,500)	(20,000)	(20,000)	(22,058)	(2,058)	10.29%	Draw for film expenses
Hughes Film Series Activity, net	76,058	18,583	(17,900)	(17,900)	(19,958)	(2,058)	0.00%	
Permanently Restricted Donations								
6002 - Realized Gain/Loss on Investments	144	54	-	-	-	-	0.00%	
6003 - Unrealized Gain/Loss on Investments	719,126	626,321	-	-	-	-	0.00%	
6006 - Income from Investments	96,822	86,162	80,000	80,000	80,000	-	0.00%	
6011 - Draws on Investment Acct	-	(163,259)	(151,318)	(151,318)	(175,523)	(24,205)	16.00%	See subschedule
6012 - Permanently Restricted Fund Income						-	0.00%	
6007 - Permanently Restricted Donations	25,000	-	-			-	0.00%	Donations to Endowment
6008 - Gain/Loss on Stock Sale						-	0.00%	Gain/Loss on stock gift holding period
6008 - Management Fees	(38,819)	(36,026)	(40,832)	(40,832)	(40,850)	(18)	0.04%	85% of projected balance of \$4,320,556
Permanently Restricted Donation Activity, net	802,272	513,252	(112,150)	(112,150)	(136,373)	(24,223)	21.60%	
Total Permanently Restricted Activity	878,331	531,835	(130,050)	(130,050)	(156,331)	(26,281)	20.21%	
Total Unrestricted, Temp Restr, Perm Restr Activity	1,090,411	835,501	100,850	183,888	113,569	(70,319)	-38.24%	
Net Income/Loss	554,855	537,592	(415,737)	(312,360)	(401,977)	(89,617)	28.69%	

Gorton Community Center
2020 Annual Rent/2021 Budget
Prepared 9.3.20

Tenant	2021	3% Increase	2022	Comments
Beck, Tom	284	9	293	
Bravo Waukegan	696	21	717	
Center Stage	267	8	275	
Curry, Donna	602	18	620	
Deer Path Art League	549	16	565	
A Safe Place	1,704	51	1,755	
Community Church of LF/LB	2,243	67	2,310	
Lake Forest Preservation Foundation,	1,051	32	1,083	
Suite Escape	1,440	43	1,483	
Lezlie Lenz Graphics	719	22	741	
Mother's Trust	1,424	43	1,467	
St. Vakhtang Orthodox Church	992	30	1,022	
			12,330	
			x12	
Total 2021 Tenant Rent			147,962	

**Gorton Community Center
Distribution Calculation-2022
Prepared 8.26.2021**

Endowment:

Account Balance 8.31.2020	5,572,169
Multiplied by 3.5%	<u>x0.035</u>
	<u>195,026</u>
90% of calculated distribution	<u><u>175,523</u></u>

Hughes:

Account Balance 8.31.2020	711,525
Muiltplied by 3.5%	<u>x0.035</u>
	<u>24,903</u>
90% of calculated distribution	<u><u>22,413</u></u>

	Decription	Date Aquired	Cost	Life	Monthly Depreciation	2018 Accumulated Depreciation	2019 Depreciation	12/31/2019 Accum Deprec	2020 Depreciation	12/31/2020 Accum Deprec	2021 Depreciation	12/31/2021 Accum Deprec	2022 Depreciation	12/31/2022 Accum Deprec	12/31/2022 NBV
Land Improvements															
	Land Improvements	01/01/01	195,844.50	15.00	1,088.03	195,844.50		195,844.50		195,844.50		195,844.50		195,844.50	-
	2010 Donation	11/15/10	(195,844.50)			(195,844.50)	-	(195,844.50)		(195,844.50)		(195,844.50)		(195,844.50)	
	Trees	08/20/21	2,712.00	15.00	15.07						90.42	90.42	180.84	271.26	2,440.74
			2,712.00			-	-	-	-	-	90.42	90.42	180.84	271.26	2,440.74
Building Improvements															
	Building Improvements	01/01/01	6,154,640.00	39.00	13,150.94	6,154,640.00		6,154,640.00		6,154,640.00		6,154,640.00		6,154,640.00	-
	Building Improvements	01/01/01	12,800.00	39.00	27.35	12,800.00	-	12,800.00		12,800.00		12,800.00		12,800.00	-
	Carpet	01/01/01	83,756.00	7.00	997.10	83,756.00	-	83,756.00		83,756.00		83,756.00		83,756.00	-
	MRP Improvements	07/01/15	3,791,256.39	20.00	15,796.90	663,469.87	189,562.82	853,032.69	189,562.82	1,042,595.51	189,562.82	1,232,158.33	189,562.82	1,421,721.15	2,369,535.24
	MRP Audio	07/01/15	422,652.44	10.00	3,522.10	147,928.35	42,265.24	190,193.60	42,265.24	232,458.84	42,265.24	274,724.08	42,265.24	316,989.33	105,663.11
	Lower Level Floor Refinishing	06/01/15	41,720.00	15.00	231.78	9,966.44	2,781.33	12,747.77	2,781.33	15,529.11	2,781.33	18,310.44	2,781.33	21,091.77	20,628.23
	Stage Rigging	03/15/16	6,200.00	10.00	51.67	1,280.90	620.00	1,900.90	620.00	2,520.90	620.00	3,140.90	620.00	3,760.90	2,439.10
	Understage Subwoofer	03/31/16	5,334.00	10.00	44.45	1,100.14	533.40	1,633.54	533.40	2,166.94	533.40	2,700.34	533.40	3,233.74	2,100.26
	Locksets for Bldg	02/01/17	9,839.00	20.00	41.00	942.90	491.95	1,434.85	491.95	1,926.80	491.95	2,418.75	491.95	2,910.70	6,928.30
	Keyless Access	06/01/17	27,261.00	10.00	227.18	4,316.33	2,726.10	7,042.43	2,726.10	9,768.53	2,726.10	12,494.63	2,726.10	15,220.73	12,040.28
	Adj to QB					384.11	-	384.11		384.11		384.11	-	384.11	(384.11)
	DIC Carpeting	04/15/18	5,746.40	7.00	68.41	513.07	820.91	1,333.99	820.91	2,154.90	820.91	2,975.81	820.91	3,796.73	1,949.67
	Mural Restoration	11/15/18	5,000.00	5.00	83.33	125.00	1,000.00	1,125.00	1,000.00	2,125.00	1,000.00	3,125.00	1,000.00	4,125.00	875.00
	Sealcoating of Parking Lot	11/15/18	4,790.00	5.00	79.83	119.75	958.00	1,077.75	958.00	2,035.75	958.00	2,993.75	958.00	3,951.75	838.25
	Upstairs Bathrooms Remodel	12/03/18	33,824.50	10.00	281.87	281.87	3,382.45	3,664.32	3,382.45	7,046.77	3,382.45	10,429.22	3,382.45	13,811.67	20,012.83
	Storm Windows & Painting	12/26/18	3,404.78	10.00	28.37	340.48	340.48	680.96	340.48	1,021.43	340.48	1,361.91	340.48	1,702.39	2,042.87
	Storm Windows & Painting	11/25/19	2,550.00	10.00	21.25	-	127.50	255.00	382.50	737.50	382.50	1,120.00	382.50	1,502.50	1,657.50
	Women's Restroom Renovation	05/02/19	11,830.00	20.00	49.29	295.75	295.75	591.50	591.50	1,183.00	591.50	1,774.50	591.50	2,366.00	9,759.75
	Signage Improvements	10/07/19	2,526.00	20.00	10.53	63.15	63.15	126.30	189.45	315.75	189.45	528.90	189.45	718.35	2,162.29
	Building Carpet Upgrade	05/28/19	7,618.72	7.00	90.70	544.19	544.19	1,088.39	1,632.58	2,720.97	1,088.39	2,176.76	1,088.39	3,265.15	3,809.36
	Security Camera Upgrade	05/02/19	6,810.00	10.00	56.75	340.50	340.50	681.00	1,021.50	1,702.50	681.00	1,362.00	681.00	2,043.00	4,426.50
	Building Painting Upgrade/Improv.	12/02/19	17,160.00	10.00	143.00	858.00	858.00	1,716.00	2,574.00	4,140.00	1,716.00	3,432.00	1,716.00	5,148.00	11,154.00
	Lower Level Bathroom Renovation	3/2/2020	11,675.50	10.00	97.30			583.78	583.78	1,167.55	583.78	1,751.33	1,167.55	2,918.88	8,756.63
	New Compressor on Theater Roof	12/29/2020	6,169.00	20.00	25.70			154.23	154.23	308.45	308.45	616.90	308.45	925.35	5,397.88
	Air Purifier System	1/23/2021	11,587.50	20.00	48.28					289.68	289.68	579.36	289.68	869.04	10,718.46
	Building Carpet Upgrade	3/18/2021	1,200.00	7.00	14.29					85.74	85.74	171.48	85.74	257.22	942.78
	Hot Water Heater	6/15/2021	12,500.00	20.00	52.08					312.48	312.48	624.96	312.48	937.44	11,562.56
	Infrared Door Screen in Elevator	8/17/2021	2,765.00	10.00	23.04					138.24	138.24	276.48	138.24	414.72	2,350.28
			10,702,616.23		35,264.48	7,081,624.73	247,711.78	7,329,336.52	250,678.88	7,580,015.39	254,110.68	7,834,126.07	253,069.16	8,087,195.23	2,615,421.00
	2010 Donation	11/15/10	(6,251,196.00)			(6,251,196.00)		(6,251,196.00)		(6,251,196.00)		(6,251,196.00)		(6,251,196.00)	
	4,439,744.73		4,451,420.23			830,428.73	247,711.78	1,078,140.52	250,678.88	1,328,819.39	254,110.68	1,582,930.07	253,069.16	1,835,999.23	2,615,421.00
Furniture and Fixtures															
	Furniture & Fixtures	01/01/01	66,998.00	7.00	797.60	66,998.00	-	66,998.00	-	66,998.00	-	66,998.00	-	66,998.00	66,998.00
	Equipment	01/31/01	40.00	7.00	0.48	40.00	-	40.00	-	40.00	-	40.00	-	40.00	40.00
	Playground Matting	03/16/01	870.00	7.00	10.36	870.00	-	870.00	-	870.00	-	870.00	-	870.00	870.00
	Equipment	03/30/01	182.00	7.00	2.17	182.00	-	182.00	-	182.00	-	182.00	-	182.00	182.00
	Locks	04/30/01	15.00	7.00	0.18	15.00	-	15.00	-	15.00	-	15.00	-	15.00	15.00
	Interior Art Metalwork	05/31/01	4,573.00	7.00	54.44	4,573.00	-	4,573.00	-	4,573.00	-	4,573.00	-	4,573.00	4,573.00
	Anderson Locks	05/31/01	11.00	7.00	0.13	11.00	-	11.00	-	11.00	-	11.00	-	11.00	11.00
	Playground Equipment	09/30/01	5,093.00	7.00	60.63	5,093.00	-	5,093.00	-	5,093.00	-	5,093.00	-	5,093.00	5,093.00
	Light Parts	12/31/01	70.00	7.00	0.83	70.00	-	70.00	-	70.00	-	70.00	-	70.00	70.00
	Railings	12/31/01	3,190.00	7.00	37.98	3,190.00	-	3,190.00	-	3,190.00	-	3,190.00	-	3,190.00	3,190.00
	Glass Installation	12/31/01	210.00	7.00	2.50	210.00	-	210.00	-	210.00	-	210.00	-	210.00	210.00
	Chairs	12/31/01	4,495.00	7.00	53.51	4,495.00	-	4,495.00	-	4,495.00	-	4,495.00	-	4,495.00	4,495.00
	Door Hardware	03/08/02	6,650.00	7.00	79.17	6,650.00	-	6,650.00	-	6,650.00	-	6,650.00	-	6,650.00	6,650.00
	Mager Metal Art	05/15/02	3,700.00	7.00	44.05	3,700.00	-	3,700.00	-	3,700.00	-	3,700.00	-	3,700.00	3,700.00
	Donor Case	07/25/03	8,538.00	7.00	101.64	8,538.00	-	8,538.00	-	8,538.00	-	8,538.00	-	8,538.00	8,538.00
	File Cabinets	09/03/03	2,361.00	7.00	28.11	2,361.00	-	2,361.00	-	2,361.00	-	2,361.00	-	2,361.00	2,361.00
	Curtains and Lighting	07/01/07	12,965.00	7.00	154.35	12,965.00	-	12,965.00	-	12,965.00	-	12,965.00	-	12,965.00	12,965.00
	Furniture and Improvements	07/01/05	12,235.00	5.00	203.92	12,235.00	-	12,235.00	-	12,235.00	-	12,235.00	-	12,235.00	12,235.00
	Playground Equipment	09/01/13	52,723.00	10.00	439.36	32,640.13	5,272.30	37,912.43	5,272.30	43,184.73	5,272.30	48,457.03	5,272.30	53,729.33	(1,006.33)
	MRP Furnishings	07/01/15	117,369.43	10.00	978.08	41,080.30	11,736.94	52,817.24	11,736.94	64,554.19	11,736.94	76,291.13	11,736.94	88,028.07	29,341.36
	Steinway Piano	07/01/15	56,000.00	20.00	233.33	9,800.00	2,800.00	12,600.00	2,800.00	15,400.00	2,800.00	18,200.00	2,800.00	21,000.00	35,000.00
	Flagpole	10/01/17	14,330.00	20.00	59.71	895.63	716.50	1,612.13	716.50	2,328.63	716.50	3,045.13	716.50	3,761.63	10,568.38
	McMahon Mural	11/01/17	31,000.00	20.00	129.17	1,808.33	1,550.00	3,358.33	1,550.00	4,908.33	1,550.00	6,458.33	1,550.00	8,008.33	22,991.67

Gorton Community Center Capital Budget (Gorton's Responsibility)

		2018	2019	2020	2021 budgeted	2021 actual	2022	2023	2024
D. GCC Capital Expenditures									
1	Cleaning & Inspection of Auditorium Murals	\$ 5,000	\$ 5,000					\$ 5,000	
2	Two entrance signs for Gorton	\$ -							
3	Update Bathrooms	\$ 53,500	\$ 30,000	\$ 11,500	\$ -		\$ 12,000		
4	DIC Playground Equipment/Flooring Replacement	\$ 70,723		\$ -					\$ 18,000
5	Replacement of air conditioner	\$ 11,475							
6	Keyless Access System for Exterior Doors (Note 1)	\$ 37,100							
7	Wood Floor Refinishing	\$ 6,500		\$ 2,500					\$ 4,000
8	Concrete flooring sealant (all floors in North Addition)	\$ 7,500					\$ 7,500		
9	Painting interior of building including public rooms & halls	\$ 53,600	\$ 8,000	\$ 18,000	\$ 600		\$ 9,000	\$ 9,000	\$ 9,000
10	Lower level hall and annex cement grinding/staining	\$ 41,720							
11	New Website	\$ 54,000			\$ 12,000	\$ 12,000			
12	Computer Replacement Budget	\$ 12,000					\$ 4,000	\$ 4,000	\$ 4,000
13	Theater Board Cover	\$ -							
14	Update Grotto	\$ -							
15	Replace Carpet in Nagel Room and upstairs offices	\$ 7,600		\$ 7,600					
16	Security cameras	\$ 14,500	\$ 10,000	\$ 4,500					
17	Folding Chairs (200 @ \$28)	\$ 5,600	\$ 5,600						
18	Water Heater	\$ 11,350	\$ 11,350						
19	Big Blue Blocks	\$ 7,500	\$ 7,500						
20	Theater Lighting /Outdoor Lighting	\$ 8,000	\$ 7,190	TBD			\$ 8,000		
21	Sealcoat and Stripe Parking Log	\$ 10,800	\$ 6,000			\$ 4,800			
22	Card Tables	\$ 1,400	\$ 1,400						
23	Refinish DIC Cement Flooring - Carpeted	\$ 5,746	\$ 20,000						
24	Draperies - Friends/1861 - Not Budgeted	\$ -							
25	Commercial Refrigerator - Not Budgeted	\$ -							
26	2nd floor and lower level kitchen update/appliances	\$ 12,000		TBD			\$ 2,000	\$ 10,000	
27	Mac Laptop	\$ 3,500		\$ 3,500					
28	Handrail for Theater Stairs	\$ 3,500		\$ 3,500					
29	Stage Monitor Patch/amps	\$ 4,500	\$ 4,500				\$ 1,370		
30	Hallway wayfinding and security signage			\$ 1,300					
31	Storm Windows			\$ 3,300					
32	Trash receptical door repair								
33	Theater carpet			\$ -	\$ 9,000	\$ 8,000			
34	Custom refrigerated drawer for bar area in Glore solarium			\$ -			\$ 5,000		
35	Theater speakers and microphones			\$ -	\$ 6,500	\$ 6,500			
36	Landscaping								
37	Ask Joan building activity system			\$ -			\$ 5,000		
38	Upgrade one classroom with new technology			\$ -				\$ 8,000	
39	Video streaming program/cameras								
40	Recovering armchairs in Nagel Room				\$ 6,000	0		\$ 6,000	
41	UV Light system for HVAC					\$ 11,587			
42	DILC smart board system for preschool room						\$ 10,000		
		\$ 449,114	\$ 116,540	\$ 55,700	\$ 600	\$ 33,500	\$ 42,887	\$ 63,870	\$ 42,000
									\$ 35,000

**Gorton Community Center
FIVE YEAR FORECAST**

	ACTUAL 2017	ACTUAL 2018	ACTUAL 2019	ACTUAL 2020	ESTIMATE 2021	BUDGET 2022	PROJECTED 2023	PROJECTED 2024	PROJECTED 2025
Fund Balance 1/1	8,612,019	8,895,998	8,482,290	9,036,633	9,575,656	9,264,249	8,862,272	8,457,124	8,048,711
Revenue									
Room Rentals/Leases	385,321	450,084	395,622	229,174	314,058	396,497	408,392	420,644	433,263
Programs and Events	286,031	399,542	488,186	428,426	367,096	458,448	472,201	486,367	500,959
Children's Learning Center	276,274	265,511	264,314	356,937	284,119	318,000	327,540	337,366	347,487
Unearned Revenue/Contributions	403,539	341,873	387,865	660,167	356,641	269,900	277,997	286,337	294,927
Total Revenue	1,351,165	1,457,010	1,535,987	1,674,704	1,321,914	1,442,845	1,486,130	1,530,714	1,576,636
Expenses									
Administration	807,934	859,300	970,922	821,160	772,906	835,916	860,993	886,823	913,428
Programs and Events	155,397	226,728	275,112	198,371	206,596	243,208	250,504	258,019	265,760
Children's Learning Center	297,834	305,986	238,627	239,982	237,344	313,080	322,472	332,147	342,111
Total Expenses	1,261,165	1,392,014	1,484,661	1,259,513	1,216,846	1,392,204	1,433,970	1,476,989	1,521,299
Operating Income	90,000	64,996	51,326	415,191	105,068	50,641	52,160	53,725	55,337
Depreciation Expense	(259,173)	(267,964)	(277,494)	(287,176)	(294,675)	(296,287)	(296,287)	(296,287)	(296,287)
Temporarily Restricted Activity, Net	(80,286)	(61,361)	53,029	(10,823)	8,250	0	0	0	0
Permanently Restricted Activity, Net	533,438	(149,379)	727,482	421,831	(130,050)	(156,331)	(161,021)	(165,852)	(170,827)
Other									
Net Income	283,979	(413,708)	554,343	539,023	(311,407)	(401,977)	(405,148)	(408,414)	(411,777)
Fund Balance 12/31	8,895,998	8,482,290	9,036,633	9,575,656	9,264,249	8,862,272	8,457,124	8,048,711	7,636,933

Check: ending FB audit report	8,895,998	8,482,290	9,036,633	9,575,656
Difference	0	0	0	0

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

Attachment 1

**ESTIMATING EQUALIZED ASSESSED VALUATION, TAX LEVY LIMITATIONS
AND NEW GROWTH PROJECTIONS FOR 2021 LEVY**

PROJECTED EQUALIZED ASSESSED VALUATION

Based on information from the County Clerk's Office
the projected Equalized Assessed Valuation (EAV) of property
in The City of Lake Forest for the tax year 2021 is as follows:

2020 EAV for The City of Lake Forest	2,396,662,125
Estimated average change to existing property	<u>-0.66%</u>
2021 EAV for existing property	<u>2,380,894,308</u>
Total Estimated New Construction Growth for 2021	\$ 16,065,012
Total Projected EAV for 2021 Tax Levy	<u>\$ 2,396,959,320</u>

**COMPUTATION OF MAXIMUM TAX EXTENSION FOR 2020 UNDER THE PROPERTY TAX
EXTENSION LIMITATION ACT**

A.	Tax Levy Extensions for the 2020 Tax Year (Excluding Debt Service, Special Rec and partial Fire Pension Tax Levy Extension)	\$ 32,619,003
B.	Total Projected EAV for 2021 Tax Levy	\$ 2,396,959,320
C.	Total Estimated New Construction Growth for 2021	\$ 16,065,012
D.	CPI Increase for 2021 Levy	1.40%
Step 1	Numerator of Limiting Rate:	\$ 32,619,003 X 101.400% = <u>\$ 33,075,669</u>
Step 2	Denominator of Limiting Rate:	\$ 2,396,959,320 - 16,065,012 = <u>\$ 2,380,894,308</u>
Step 3	Limiting Rate (Per \$100 EAV):	\$ 33,075,669 / 2,380,894,308 = <u>\$ 0.01389</u>
Step 4	Maximum Tax Extension for 2021 Tax Year (Excluding Debt Service Tax Levy Extension):	\$ 2,396,959,320 X \$ 0.01389 = <u>\$ 33,298,846</u>
Step 5	Added Tax Levy Extension Based on New Growth (Step 4 minus Step 1)	= <u>\$ 223,177</u>
Aggregate Levy - Truth in Taxation Estimate:		102.08%
Tax Cap		1.40%
New Construction		<u>0.68%</u>
		<u>2.08%</u>

The City of Lake Forest Tax Levy 2021

Attachment 2

DRAFT FOR DISCUSSION - 11/8/21 Finance Committee

FUND	2021 LEVY	2020 Extension	\$ CHANGE	% CHANGE
General	\$14,541,826	14,341,051	200,775	1.40%

Pension Funds

IMRF/SS - Funded Ratio 104.16%	1,293,059	1,275,206	17,853	1.40%
Police Pension - Funded Ratio 58.83%	3,188,755	2,988,086	200,669	6.72%
Fire Pension - Funded Ratio 78.20%	2,222,183	2,106,019	116,164	5.52%
Sub-Total Pension Funds	6,703,997	6,369,311	334,686	5.25%

Pension
Subcommittee

Other Funds

Recreation and Parks	5,327,674	5,254,116	73,558	1.40%
Recreation and Parks-IMRF/SS	600,347	592,058	8,289	1.40%
Special Recreation			0	
Capital Improvements (Cap Applies)	1,539,144	1,541,725	(2,581)	-0.17%
Recreation and Parks/Specific Purpose	125,000	125,000	0	0.00%
Library	4,022,273	3,966,739	55,534	1.40%
Library-sites	435,009	429,003	6,006	1.40%
Sub-Total Other Funds	12,049,447	11,908,641	140,806	1.18%

5 year forecast

TOTAL LEVY UNDER TAX CAP	33,295,269	32,619,003	676,266	2.07%
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Bond Funds (Cap Applies)

2010/2013/2021 GO Bonds MS/CIP	734,750	747,013	(12,263)	-1.64%
2019 Refunding	831,463	833,963	(2,500)	-0.30%
Extension Adjustment	0	18,307	(18,307)	
2015 GO Bonds - CIP	255,238	248,112	7,126	2.87%
Sub-Total Bond Funds	1,821,451	1,847,395	(25,944)	-1.40%

TOTAL TAX LEVY BEFORE NEW GROWTH and ALLOWANCES	35,116,720	34,466,398	650,322	1.89%
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Fire Pension PA 93-0689	117,220	120,336	(3,116)	-2.59%
Special Recreation	501,937	495,007	6,930	1.40%
Plus New Growth	223,177		223,177	N/A
GRAND TOTAL TAX LEVY	35,959,055	35,081,741	877,314	2.50%

Ord 2013-70 Debt/Capital Cap	3,360,595	3,389,120	(28,525)	-0.84%
Aggregate Levy (Truth in Taxation)	34,137,604	33,234,346	903,258	2.72%

Cap \$3,950,939
*Public hearing if
increase >5.0%

DISTRIBUTION OF GROWTH

General Fund Levy -	\$ 196,216
Library Levy -	26,961
TOTAL NEW GROWTH	\$ 223,177

The City of Lake Forest

Tax Levy

2021

Attachment 3

FUND	2021 LEVY	2020 Extension	\$ CHANGE	% CHANGE
General	\$14,738,042	14,341,051	396,991	2.77%
<u>Pension Funds</u>				
IMRF/SS	1,293,059	1,275,206	17,853	1.40%
Police Pension	3,188,755	2,988,086	200,669	6.72%
Fire Pension	2,339,403	2,226,355	113,048	5.08%
Sub-Total Pension Funds	6,821,217	6,489,647	331,570	5.11%
<u>Agency Funds</u>				
Recreation and Parks	5,327,674	5,254,116	73,558	1.40%
Recreation and Parks-IMRF/SS	600,347	592,058	8,289	1.40%
Recreation and Parks-Specific Purpose	125,000	125,000	0	
Special Recreation	501,937	495,007	6,930	1.40%
Capital Improvements	1,539,144	1,541,725	(2,581)	
Library	4,049,235	3,966,739	82,496	2.08%
Library-sites	435,009	429,003	6,006	1.40%
Sub-Total Agency Funds	12,578,345	12,403,648	174,697	1.41%
	34,137,604	33,234,346	903,258	2.72%
<u>Bond Funds</u>				
2010 GO Bonds MS/CIP	734,750	747,013	(12,263)	-1.64%
2009 GO Bonds Western	831,463	833,963	(2,500)	-0.30%
Extension Adjustment		18,307	(18,307)	
2015 GO Bonds - CIP	255,238	248,112	7,126	
Sub-Total Bond Funds	1,821,451	1,847,395	(25,944)	-1.40%
GRAND TOTAL TAX LEVY	35,959,055	35,081,741	877,314	2.50%

The City of Lake Forest
Tax Levy
2021
Explanation of Homeowner Increase

Attachment 4

	2021 LEVY	2020 Extension	\$ CHANGE	% CHANGE
Levy before growth and exclusions	\$ 33,295,269	\$ 32,619,003	\$ 676,266	2.07%
Plus growth and exclusions	842,334	615,343	\$ 226,991	
TOTAL LEVY UNDER TAX CAP	\$ 34,137,604	\$ 33,234,346	\$ 903,258	2.72%
Bond Funds	1,821,451	1,847,395	\$ (25,944)	-1.40%
TOTAL TAX LEVY	\$ 35,959,055	\$ 35,081,741	\$ 877,314	2.50%
Increase excl new growth/exclusions	35,116,720	34,466,398		1.89%

	2021 Forecast	2020 Actual	
City Equalized Assessed Value (EAV) 1/3 market value	2,396,959,320	2,396,662,125	
City Levy	35,959,055	35,081,741	
Tax Rate	1.5002	1.4638	levy divided by EAV X 100
Average Home Market Value	\$ 794,737	\$ 800,000	
EAV	264,912	266,667	
EAV X Tax Rate/100	\$ 3,974	\$ 3,903	\$ 71 1.81%

This is the impact projected on an average existing home.

This represents 22% (City) and 3% (Library) of the entire tax bill.

(Impacts on individual properties may differ.)

TAX LEVY 2021-2022

AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR ALL CORPORATE PURPOSES AND FOR THE PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST, COUNTY OF LAKE AND STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING MAY 1, 2021 AND ENDING APRIL 30, 2022.

WHEREAS, because of legal requirements relating to pension funding, the City is required to increase its annual levy to responsibly meet these obligations; and

WHEREAS, because of uncertainties relating to actual and potential Statewide legislation affecting revenue and tax issues for all municipalities, the City is unable to plan with any levy of predictability, which creates a bona fide emergency beyond the City's control for purposes of fiscal planning; and

WHEREAS, due to these legal requirements and bona fide emergency, the City is required to increase its annual tax levy at levels exceeding the levels set forth in the "tax cap" law,

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST, COUNTY OF LAKE AND STATE OF ILLINOIS:

SECTION 1: That the Annual Appropriation Bill, an ordinance making appropriation for the corporate purposes of The City of Lake Forest and the objects and purposes stated therein according to the departments, and other separate agencies, and for the Public Schools of The City of Lake Forest, County of Lake and State of Illinois, for the fiscal year commencing May 1, 2021 and ending April 30, 2022 was duly passed the 19th of July, 2021 and thereafter published in pamphlet form as provided by law, which ordinance by reference thereto is hereby made a part of hereof.

SECTION 2: That the sum of seventy million, two hundred twelve thousand, seven hundred thirty-two dollars (\$70,212,732) having heretofore legally appropriated for all corporate purposes of The City of Lake Forest and for the Public Schools of The City of Lake Forest, County of Lake and State of Illinois, to be collected from the taxes levied for the fiscal year commencing May 1, 2021 and ending April 30, 2022 be and same hereby is levied against all property subject to taxation with The City of Lake Forest as the same is assessed and equalized for State and County purposes for the said fiscal year.

That the purposes for which the said amount of seventy million, two hundred twelve thousand, seven hundred thirty-two dollars (\$70,212,732) hereto appropriated and hereby levied, respectively are as follows, to wit:

<u>GENERAL FUND</u>	<u>Appropriation</u>	<u>Tax Levy 2021-2022</u>
<u>General Government</u>		
Salaries and Benefits	\$ 2,924,136	\$ 2,235,642
Supplies/Other Services and Charges	3,622,747	2,769,763
Capital Equipment	200,000	152,910
Contingency - to meet expenses of emergencies and optional expenses not otherwise provided for	3,776,869	-
TOTAL GENERAL GOVERNMENT	\$ 10,523,752	\$ 5,158,315
 <u>Legal</u>		
Contractual Services	\$ 450,000	\$ 294,761
TOTAL LAW	\$ 450,000	\$ 294,761

	<u>Appropriation</u>	<u>Tax Levy 2021-2022</u>
<u>Community Development</u>		
Salaries and Benefits	\$ 1,569,041	\$ -
Supplies/Other Services and Charges	365,871	-
Capital Equipment	-	-
TOTAL COMMUNITY DEVELOPMENT	\$ 1,934,912	\$ -
<u>Public Works Administration</u>		
Salaries and Benefits	\$ 425,017	\$ 359,984
Supplies/Other Services and Charges	96,999	82,157
TOTAL PUBLIC WORKS ADMINISTRATION	\$ 522,016	\$ 442,141
<u>Public Buildings</u>		
Building Maintenance Administration		
Salaries and Benefits	\$ 819,734	\$ 355,174
Supplies/Other Services and Charges	731,021	316,736
Capital Improvements	150,000	64,992
TOTAL PUBLIC BUILDINGS	\$ 1,700,755	\$ 736,902
<u>Streets</u>		
Salaries and Benefits	\$ 1,060,432	\$ -
Supplies/ Other Service and Charges	810,772	-
Capital Improvements	250,000	
TOTAL STREETS	\$ 2,121,204	\$ -
<u>Sanitation</u>		
Salaries and Benefits	\$ 1,272,773	\$ 791,373
Supplies/ Other Service and Charges	1,097,561	682,431
TOTAL SANITATION	\$ 2,370,334	\$ 1,473,804
<u>Storm Sewers</u>		
Salaries and Benefits	\$ 133,047	\$ 92,081
Supplies/ Other Service and Charges	29,900	20,694
Capital Improvements	50,000	34,605
TOTAL STORM SEWERS	\$ 212,947	\$ 147,380
<u>Engineering</u>		
Salaries and Benefits	\$ 555,716	\$ 175,589
Supplies/ Other Service and Charges	377,166	119,172
TOTAL ENGINEERING	\$ 932,882	\$ 294,761
<u>Fire</u>		
Fire Administration		
Salaries and Benefits	\$ 5,012,361	\$ 2,407,593
Supplies/ Other Service and Charges	321,296	154,328
Capital Improvements	50,000	24,017
Sub-Total	\$ 5,383,657	\$ 2,585,938

	<u>Appropriation</u>	<u>Tax Levy 2021-2022</u>
Emergency Medical Services		
Supplies/ Other Service and Charges	\$ 28,800	\$ 13,834
Sub-Total	<u>\$ 28,800</u>	<u>\$ 13,834</u>
Fire Suppression		
Supplies/ Other Service and Charges	\$ 110,500	\$ 53,077
Sub-Total	<u>\$ 110,500</u>	<u>\$ 53,077</u>
TOTAL FIRE	<u>\$ 5,522,957</u>	<u>\$ 2,652,848</u>
<u>Police</u>		
Salaries and Benefits	\$ 6,507,131	\$ 2,936,597
Supplies/ Other Service and Charges	1,280,706	577,969
Capital Improvements	50,000	22,564
TOTAL POLICE	<u>\$ 7,837,837</u>	<u>\$ 3,537,130</u>
TOTAL AMOUNT APPROPRIATED FROM GENERAL FUND	<u>\$ 34,129,596</u>	<u>\$ 14,738,042</u>
Less: Total amount appropriated from other sources other than Tax Levy	19,391,554	
Sub-Total		14,738,042
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR GENERAL FUND		<u>\$ 14,738,042</u>

ILLINOIS MUNICIPAL RETIREMENT AND SOCIAL SECURITY

For ILLINOIS MUNICIPAL RETIREMENT and SOCIAL SECURITY
(Excludes Water and Sewer Department, Fleet, Deerpath Golf Course,
Cemetery Commission and School District 67)

General Fund - IMRF	\$ 720,581	\$ 646,530
General Fund - Social Security	948,226	646,529
Parks and Recreation Fund - IMRF	402,208	300,174
Parks and Recreation Fund - Social Security	336,770	300,173
	<u>-</u>	<u>-</u>
TOTAL AMOUNT APPROPRIATED FROM ILLINOIS MUNICIPAL RETIREMENT AND SOCIAL SECURITY	<u>\$ 2,407,785</u>	<u>\$ 1,893,406</u>
Less: Total amount appropriated from other sources other than Tax Levy	514,379	
Sub-Total		1,893,406
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR ILLINOIS MUNICIPAL RETIREMENT AND SOCIAL SECURITY		<u>\$ 1,893,406</u>

FIREFIGHTERS'S PENSION FUND

	<u>Appropriation</u>	<u>Tax Levy 2021-2022</u>
Other Services and Charges	\$ 3,032,115	\$ 2,106,002
Contingency to meet expenses for emergencies and expenses not otherwise provided for	314,934	-
TOTAL AMOUNT APPROPRIATED FOR PAYMENT TO THE FIREFIGHTERS'S PENSION FUND	\$ 3,347,049	\$ 2,106,002

Less: Total amount appropriated from other sources other than Tax Levy	1,241,047	
Sub-Total		2,222,183

TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE FIREFIGHTERS'S PENSION FUND	\$ 2,222,183
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Other Services and Charges	\$ 117,220	\$ 117,220
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE FIREFIGHTERS'S PENSION FUND LAW PA 93-0869	\$ 117,220	\$ 117,220

POLICE PENSION FUND

Other Services and Charges	\$ 3,345,335	\$ 3,188,755
Contingency to meet expenses for emergencies and expenses not otherwise provided for	334,534	-
TOTAL AMOUNT APPROPRIATED FOR PAYMENT TO THE POLICE PENSION FUND	\$ 3,679,869	\$ 3,188,755

Less: Total amount appropriated from other sources other than Tax Levy	491,114	
Sub-Total		3,188,755

TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE POLICE PENSION FUND	\$ 3,188,755
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PARKS AND RECREATION FUND**Parks and Forestry**

Administration		
Salaries and Benefits	\$ 2,373,261	\$ 2,087,466
Supplies/ Other Service and Charges	546,671	480,839
Capital Equipment	210,000	184,711
Sub-Total	\$ 3,129,932	\$ 2,753,016

Grounds Maintenance		
Supplies/ Other Service and Charges	\$ 378,770	\$ 333,157
Sub-Total	\$ 378,770	\$ 333,157

	<u>Appropriation</u>	<u>Tax Levy 2021-2022</u>
<u>Athletic Field Plg/Tennis</u>		
Supplies/ Other Service and Charges	\$ 90,000	\$ 79,162
Sub-Total	<u>\$ 90,000</u>	<u>\$ 79,162</u>
 <u>Lake Front Facilities</u>		
Supplies/ Other Service and Charges	\$ 56,500	\$ 49,696
Sub-Total	<u>\$ 56,500</u>	<u>\$ 49,696</u>
 <u>Tree Trimming</u>		
Supplies/ Other Service and Charges	\$ 50,750	\$ 44,639
Sub-Total	<u>\$ 50,750</u>	<u>\$ 44,639</u>
 <u>Tree Removal</u>		
Supplies/ Other Service and Charges	\$ 41,000	\$ 36,063
Sub-Total	<u>\$ 41,000</u>	<u>\$ 36,063</u>
 <u>Insect & Disease</u>		
Supplies/ Other Service and Charges	\$ 15,000	\$ 13,194
Sub-Total	<u>\$ 15,000</u>	<u>\$ 13,194</u>
 <u>Tree & Shrub Planting/Care</u>		
Supplies/ Other Service and Charges	\$ 12,500	\$ 10,995
Sub-Total	<u>\$ 12,500</u>	<u>\$ 10,995</u>
 <u>Natural Areas Management</u>		
Supplies/ Other Service and Charges	\$ 58,000	\$ 51,015
Sub-Total	<u>\$ 58,000</u>	<u>\$ 51,015</u>
 TOTAL PARKS AND FORESTRY SECTION	<u>\$ 3,832,452</u>	<u>\$ 3,370,937</u>
 <u>Recreation</u>		
<u>Recreation Programs</u>		
Salaries and Benefits	\$ 2,917,833	\$ 1,068,629
Supplies/ Other Service and Charges	1,237,187	453,108
Capital Equipment	-	0
Sub-Total	<u>\$ 4,155,020</u>	<u>\$ 1,521,737</u>
 Recreation and Parks Specific Purpose	\$ 125,000	\$ 125,000
Recreation Center Capital Equipment	50,000	50,000
Parks and Forestry Tree Replacement and Landscaping	100,000	100,000
Parks and Recreation Capital Asset Replacement Program (CARP)	285,000	285,000
Contingency to meet expenses of emergencies and expenses not otherwise provided for	928,645	-
TOTAL RECREATION SECTION	<u>\$ 5,643,665</u>	<u>\$ 2,081,737</u>
 TOTAL AMOUNT APPROPRIATED FROM THE PARKS AND RECREATION FUND	9,476,117	

	<u>Appropriation</u>	<u>Tax Levy 2021-2022</u>
Less: Total amount appropriated from other sources other than Tax Levy	7,394,380	
Sub-Total		5,452,674

**TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR
THE PARKS AND RECREATION FUND**

\$ 5,452,674

Special Recreation

Salaries and Benefits	\$ 59,026	\$ 54,866
Supplies/Other Services and Charges	291,122	270,604
Capital Improvements	189,847	176,467
Contingency to meet expenses of emergencies and operational expenses not otherwise provided for	54,000	-
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR SPECIAL RECREATION	<u>\$ 593,995</u>	<u>\$ 501,937</u>

Capital Improvements Fund

Supplies/Other Services and Charges	\$ 7,500	\$ -
Capital Equipment	696,230	
Capital Improvements	9,366,691	1,539,144
Contingency to meet expenses of emergencies and capital improvements not otherwise provided for	1,007,042	
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR CAPITAL IMPROVEMENTS	<u>\$ 11,077,463.00</u>	<u>\$ 1,539,144</u>

PUBLIC LIBRARY FUND

Library Services

Salaries and Benefits	\$ 2,491,702	\$ 2,488,682
Supplies/Other Services and Charges	1,314,557	1,312,964
Contingency to meet expenses of emergencies and operational expenses not otherwise provided for	93,137	-
Total Lake Forest Public Library - General	<u>\$ 3,899,396</u>	<u>\$ 3,801,646</u>
Less: Total amount appropriated from other sources other than Tax Levy	97,750	
Sub-Total		3,801,646

**TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR
THE LAKE FOREST PUBLIC LIBRARY - GENERAL**

\$ 3,801,646

Social Security and IMRF

Social Security	\$ 138,351	\$ 123,794
Illinois Municipal Retirement Fund (IMRF)	183,812	123,794
Total Lake Forest Public Library - Social Security and IMRF	<u>\$ 322,163</u>	<u>\$ 247,588</u>

	<u>Appropriation</u>	<u>Tax Levy 2021-2022</u>
Less: Total amount appropriated from other sources other than Tax Levy	74,575	
Sub-Total		247,588

**TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR
THE LAKE FOREST PUBLIC LIBRARY - SOCIAL SECURITY AND IMRF**

\$ 247,588

Library Building

Salaries and Benefits	\$ 134,949	\$ 98,176
Supplies/Other Services and Charges	268,000	194,970
Sub-Total	<u>\$ 402,949</u>	<u>\$ 293,146</u>

Capital Equipment	\$ -	\$ -
Capital Improvements	195,000	141,863
Sub-Total	<u>\$ 195,000</u>	<u>\$ 141,863</u>

Total Lake Forest Public Library Building Maintenance and Repair (Sites and Building)	<u>\$ 597,949</u>	<u>\$ 435,009</u>
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Less: Total amount appropriated from other sources other than Tax Levy	162,940	
Sub-Total		435,009

**TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR
THE LAKE FOREST PUBLIC LIBRARY -
BUILDING MAINTENANCE AND REPAIR**

\$ 435,009

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

From the Educational Fund	\$ 33,259,799	\$ 30,317,854
From the Operations, Building and Maintenance Fund	4,076,516	3,916,491
From the Capital Projects Fund	425,000	-
From the Illinois Municipal Retirement Fund	447,309	387,542
From the Social Security Fund	447,308	547,129
From the Transportation Fund	1,154,299	906,112

**TOTAL AMOUNT APPROPRIATED FOR PUBLIC SCHOOLS
OF THE CITY OF LAKE FOREST (School District No. 67)**

\$ 39,810,231 **\$ 36,075,128**

**TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR
PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST
(School District 67)**

\$ 36,075,128

	<u>Appropriation</u>	<u>Tax Levy 2021-2022</u>
<u>Summary of the Amounts Appropriated From the the Several Funds</u>		
General	\$ 34,129,596	\$ 14,738,042
Illinois Municipal Retirement Fund (IMRF)	1,122,789	946,704
Social Security	1,284,996	946,702
Firefighter's Pension	3,347,049	2,222,183
Firefighter's Pension law PA 93-0869	117,220	117,220
Police Pension	3,679,869	3,188,755
Sub-Total	<u>\$ 43,681,519</u>	<u>\$ 22,159,606</u>
Parks and Recreation	\$ 9,476,117	\$ 5,452,674
Special Recreation	593,995	501,937
Capital Improvements	11,077,463	1,539,144
Public Library	3,899,396	3,801,646
Public Library - Social Security	138,351	123,794
Public Library - IMRF	183,812	123,794
Public Library - Sites and Building	597,949	435,009
Sub-Total	<u>\$ 25,967,083</u>	<u>\$ 11,977,998</u>
<u>The City of Lake Forest School District No. 67 ***</u>		
Educational	\$ 33,259,799	\$ 30,317,854
Operations, Building and Maintenance	4,076,516	3,916,491
Capital Projects Fund	425,000	0
Illinois Municipal Retirement Fund	447,309	387,542
Social Security	447,308	547,129
Transportation	1,154,299	906,112
Sub-Total	<u>\$ 39,810,231</u>	<u>\$ 36,075,128</u>
GRAND TOTAL	<u>\$ 109,458,833</u>	<u>\$ 70,212,732</u>

*** The City of Lake Forest School District No. 67
will be holding a special meeting and these
tax levy numbers could change.

Section 3: Severability. If any provision of this Ordinance is declared unconstitutional, invalid, or otherwise unenforceable by a court of competent jurisdiction, then that provision shall be deemed severed from this Ordinance and the remainder of this Ordinance shall remain in full force and effect.

Section 4: The City Clerk of The City of Lake Forest is hereby directed to file a certified copy of this ordinance with the County Clerk of Lake County in the State of Illinois as required by law.

Section 5: This ordinance shall be in force and effect ten (10) days after its passage, approval and publication.

PASSED THIS ____ day of _____, 2021

City Clerk

APPROVED THIS ____ day of _____, 2021

Mayor

ATTEST:

City Clerk

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

The City of Lake Forest
CITY COUNCIL MEETING
Proceedings of the Monday, November 15, 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 6:30pm, and the Assistant City Manager Mike Strong called the roll of Council members.

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

Absent: Alderman Karras and Alderman Notz

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 November 15, 2021, City Council meeting is being held remotely.

Mayor Pandaleon congratulated the Lake Forest High School football team for winning their game on Saturday, advancing them to the State semifinals.

A. 2021-2022 Board and Commission Appointments and Reappointments

PLAN COMMISSION

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Steve Lamontagne	APPOINT	2

HISTORIC PRESERVATION COMMISSION

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Maureen Grinnell	APPOINT AS CHAIR	3

COUNCIL ACTION: Approve the Mayor's 2021-2022 Board and Commission Appointments

Alderman Goshgarian made a motion to approve the Mayor's Appointments and Reappointments, seconded by Alderman Morris. The following voted "Aye": Alderman Morris, Rummel, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 6-Ayes, 0 Nays, motion carried.

COMMENTS BY CITY MANAGER

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

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

COMMITTEE REPORTS

FINANCE COMMITTEE

1. Consideration of an Ordinance Establishing the 2021 Tax Levy (First Reading)

Finance Director, Elizabeth Holleb explained that the City Council has seen the proposed tax levy at the two previous meetings and provided a high-level explanation of the changes that have been made to the levy. The proposed tax levy for 2021 reflects a 2.50% increase over the 2020 tax levy extensions for the City and Library operating funds and City pension and debt service funds. This increase contains the 1.40% property tax cap increase on operating and IMRF pension levies and debt service bond levies. Additionally, Ms. Holleb explained that the average increase to existing residents (\$800,000 home) is projected to be \$71 or 1.81%.

COUNCIL ACTION: Grant first reading of an Ordinance Establishing the 2021 Tax Levy

Alderman Morris made a motion to grant first reading of an Ordinance Establishing the 2021 Tax Levy, seconded by Alderman Rummel. The following voted "Aye": Alderman Morris, Rummel, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 6-Ayes, 0 Nays, motion carried.

2. Approval of Ordinances Abating 2021 Tax Levies for Various G.O. Alternate Revenue Bond Issues (First Reading)

Finance Director, Elizabeth Holleb, explained the proposed Ordinances provide the reduction of 2021 property taxes levied for the four outstanding general obligation alternate revenue bond issues. She further explained the three ordinances for approval which included decreasing a portion of the tax being levied in 2021 for the annual payment of the general obligation bonds for the series 2015 bond issue, 2017 bond issue and 2019 bond issue.

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

Alderman Rummel made a motion to grant first reading of the Ordinances abating tax levies for various general obligation bond issues, seconded by Alderman Morris. The following voted "Aye": Alderman Morris, Rummel, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 6-Ayes, 0 Nays, motion carried.

3. Consideration of an Ordinance approving a Fee Schedule and Ordinances adopting new fees (First Reading)

Assistant Finance Director, Diane Hall, provided background regarding the process of approving the annual fee schedule, stating that the Council viewed this at the Finance Committee meeting on November 8, 2021. Additionally, she explained the proposed fee increases are highlighted in yellow, the proposed new fees highlighted in orange and the fees highlighted in green are previously approved existing fees seeing no change. Ms. Hall noted that there were no recommendations to increase water rates in this fee schedule.

COUNCIL ACTION: Grant first reading of an Ordinance approving a fee schedule and an Ordinance adopting new fees related to development activity.

Alderman Morris made a motion to grant first reading of an Ordinance approving a fee schedule and an Ordinance adopting new fees related to development activity, seconded by Alderman Weber. The following voted "Aye": Alderman Morris, Rummel, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 6-Ayes, 0 Nays, motion carried.

ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. Approval of November 1, 2021, City Council Meeting Minutes
2. Approve the contract to Camp Nageela Midwest, dba Camp Henry Horner in the amount of \$30,000
3. Approval to Purchase One Replacement Marked Police Vehicle Included in the FY2023 Capital Equipment Budget to the Suburban Purchasing Cooperative's Low Bidder, Currie Motors, in the Amount of \$36,798
4. Award of Bid to EJ Equipment for the Replacement of a Westward Industries GO-4 Parking Scooter for the Police Department Included in the F.Y. 2023 Capital Equipment Budget in the Amount of \$29,975
5. Award of Bids for the Replacement of a Rear-Load Refuse Truck Included in the FY2023 Capital Equipment Budget, to the National Sourcewell Low Bidders, Truck Center Companies (chassis) in the Amount of \$188,578, McNeilus Truck Manufacturing (body) in the Amount of \$105,816
6. Award of Bid for the Replacement of a Fire Department Administrative Vehicle Included in the FY2023 Capital Equipment Budget to the Suburban Purchasing Cooperative's Low Bidder, Currie Motors, in the Amount of \$44,617
7. Award of Bid for the Replacement of a Log Chipper for the Forestry Department Included in the FY2023 Capital Equipment Budget to the Suburban Purchasing Cooperative's Low Bidder, Vermeer Midwest, in the Amount of \$183,978
8. Approval to Purchase a Replacement Ball Picker Cart for the Golf Course Section to EZ-Go Textron in the Amount of \$12,022, Included in the FY 2023 Capital Equipment Budget
9. Approval to Purchase a Replacement Utility Vehicle for the Golf Course Section to Reinders, Inc. in the Amount of \$26,181, Included in the FY 2023 Capital Equipment Budget
10. Approval to Purchase a Replacement Greens Mower for the Golf Course Section to Reinders, Inc. in the Amount of \$46,580, Included in the FY 2023 Capital Equipment Budget
11. Authorization for the City Manager to enter into Professional Services Agreements with Cordogan Clark and Larson & Darby Group for Facility Architectural Design Services

COUNCIL ACTION: Approval of the eleven (11) omnibus items as presented.

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

Seeing none, he asked for a motion. Alderman Rummel made a motion to approve the eleven (11) Omnibus items as presented, seconded by Alderman Buschmann. 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

NEW BUSINESS

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

Mayor Pandaleon stated that there will be no additional City business following the adjournment into Executive Session.

- 1. EXECUTIVE SESSION pursuant to 5ILCS 120/2 (c) (11), The City Council will be discussing pending and actually filed litigation.**

Alderman Preschlack made a motion to adjourn into Executive Session pursuant to 5ILCS 120/2 (c) (11), The City Council will be discussing pending and actually filed litigation, seconded by Alderman Morris. The following voted "Aye": Alderman Morris, Rummel, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 6-Ayes, 0 Nays, motion carried.

Adjourn into Executive Session at 6:51 p.m.

ADJOURNMENT

There being no further business Mayor Pandaleon asked for a motion. Alderman Goshgarian made a motion to adjourn, seconded by Alderman Morris. Motion carried unanimously by voice vote at 9:15 pm.

Respectfully Submitted
Margaret Boyer, City Clerk

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

The City of Lake Forest
CITY COUNCIL MEETING
Proceedings of the Tuesday, July 27, 2021
Special City Council Meeting – Elawa Farm, 1401 Middlefork Drive

CALL TO ORDER AND ROLL CALL: Honorable Mayor Pandaleon called the meeting to order at 6:00pm, and the City Manager Jason Wicha 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

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

ADJOURN INTO EXECUTIVE SESSION

Mayor Pandaleon asked for a motion to adjourn into executive session.

- 1. EXECUTIVE SESSION pursuant to 5ILCS 120/2 (c), (5), The City Council will be discussing Self Evaluation, Practices and Procedures or Professional Ethics in a Facilitated Self-Assessment Workshop**

Alderman Preschlack made a motion to adjourn into executive session pursuant to 5ILCS 120/2 (c), (5), The City Council will be discussing Self Evaluation, Practices and Procedures or Professional Ethics in a Facilitated Self-Assessment Workshop, seconded by Alderman Rummel. The following voted "Aye": Alderman Morris, Alderman Karras, Alderman Rummel, Alderman Notz, Alderman Preschlack, Alderman Goshgarian, Alderman Buschmann and Alderman Weber. The following voted "Nay": None. 8 – Ayes, 0 – Nays, motion carried.

Adjournment into Executive Session at 6:01 pm.

Reconvene into Regular Session at 8:35 pm.

ADJOURNMENT

There being no further business Mayor Pandaleon asked for a motion. Alderman Rummel made a motion to adjourn, seconded by Alderman Weber. Motion carried unanimously by voice vote at 8:40 pm.

Respectfully Submitted
Margaret Boyer, City Clerk

The City of Lake Forest
CITY COUNCIL MEETING
Proceedings of the Monday, August 23, 2021
Special City Council Meeting – Dickinson Hall, 100 E. Old Mill Road

CALL TO ORDER AND ROLL CALL: Honorable Mayor Pandaleon called the meeting to order at 6:00pm, and the City Manager Jason Wicha 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

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

ADJOURN INTO EXECUTIVE SESSION

Mayor Pandaleon asked for a motion to adjourn into executive session.

- 1. EXECUTIVE SESSION pursuant to 5ILCS 120/2 (c), (5), The City Council will be discussing Self Evaluation, Practices and Procedures or Professional Ethics in a Facilitated Self-Assessment Workshop**

Alderman Goshgarian made a motion to adjourn into executive session pursuant to 5ILCS 120/2 (c), (5), The City Council will be discussing Self Evaluation, Practices and Procedures or Professional Ethics in a Facilitated Self-Assessment Workshop, seconded by Alderman Notz. The following voted "Aye": Alderman Morris, Alderman Karras, Alderman Rummel, Alderman Notz, Alderman Preschlack, Alderman Goshgarian, Alderman Buschmann and Alderman Weber. The following voted "Nay": None. 8 – Ayes, 0 – Nays, motion carried.

Adjournment into Executive Session at 6:01 pm.

Reconvene into Regular Session at 8:45 pm.

ADJOURNMENT

There being no further business Mayor Pandaleon asked for a motion. Alderman Rummel made a motion to adjourn, seconded by Alderman Weber. Motion carried unanimously by voice vote at 8:50 pm.

Respectfully Submitted
Margaret Boyer, City Clerk

AN ORDINANCE

ABATING A PORTION OF THE TAX BEING LEVIED IN 2021
FOR THE ANNUAL PAYMENT OF THE PRINCIPAL AND INTEREST
ON THE GENERAL OBLIGATION BONDS, SERIES 2015 BOND ISSUE

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

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

WHEREAS, The City of Lake Forest has on hand, sufficient funds to pay a portion of the tax levied for the annual payment of the principal and interest on the General Obligation Bonds, Series 2015 due in the fiscal year commencing May 1, 2022, therefore a portion of the levy of the tax provided in the original bond ordinance passed August 3, 2015, a copy of which was filed in the Office of the County Clerk is unnecessary;

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

SECTION 1: That the County Clerk of Lake County, Illinois, is hereby authorized and directed to abate a portion of the 2021 Tax Levy in the amount of \$360,687.50 hitherto provided for and levied in the ordinance providing for the issuance of \$9,780,000 General Obligation Bonds, Series 2015 of The City of Lake Forest, Lake County, Illinois passed August 3, 2015.

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

PASSED THIS _____ day of _____, 2021

City Clerk

APPROVED THIS _____ day of _____, 2021

Mayor

ATTEST:

City Clerk

2015

AN ORDINANCE

ABATING THE TOTAL TAX BEING LEVIED IN 2021
FOR THE ANNUAL PAYMENT OF THE PRINCIPAL AND INTEREST
ON THE GENERAL OBLIGATION BONDS, SERIES 2017 BOND ISSUE

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

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

WHEREAS, The City of Lake Forest has on hand, sufficient funds to pay the total tax levied for the annual payment of the principal and interest on the General Obligation Bonds, Series 2017 due in the fiscal year commencing May 1, 2022, therefore the total levy of the tax provided in the original bond ordinance passed May 15, 2017, a copy of which was filed in the Office of the County Clerk is unnecessary;

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

SECTION 1: That the County Clerk of Lake County, Illinois, is hereby authorized and directed to abate the total 2021 Tax Levy of \$271,152.50 hitherto provided for and levied in the ordinance providing for the issuance of \$9,295,000 General Obligation Bonds, Series 2017 of The City of Lake Forest, Lake County, Illinois passed May 15, 2017.

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

PASSED THIS _____ day of _____, 2021

City Clerk

APPROVED THIS _____ day of _____, 2021

Mayor

ATTEST:

City Clerk

2017

AN ORDINANCE

ABATING A PORTION OF THE TAX BEING LEVIED IN 2021
FOR THE ANNUAL PAYMENT OF THE PRINCIPAL AND INTEREST
ON THE GENERAL OBLIGATION BONDS, SERIES 2019 REFUNDING BOND ISSUE

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

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

WHEREAS, The City of Lake Forest has on hand, sufficient funds to pay a portion of the tax levied for the annual payment of the principal and interest on the General Obligation Refunding Bonds, Series 2019 due in the fiscal year commencing May 1, 2022, therefore a portion of the levy of the tax provided in the original bond ordinance passed December 2, 2019, a copy of which was filed in the Office of the County Clerk, is unnecessary;

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

SECTION 1: That the County Clerk of Lake County, Illinois, is hereby authorized and directed to abate a portion of the 2021 Tax Levy in the amount of \$2,666,000.00 hitherto provided for and levied in the ordinance providing for the issuance of \$17,665,000 General Obligation Bonds, Series 2019 of The City of Lake Forest, Lake County, Illinois passed December 2, 2019.

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

PASSED THIS _____ day of _____, 2021

City Clerk

APPROVED THIS _____ day of _____, 2021

Mayor

ATTEST:

City Clerk

2019

THE CITY OF LAKE FOREST

ORDINANCE NO. 2021-_____

**AN ORDINANCE APPROVING A
FEE SCHEDULE FOR THE CITY OF LAKE FOREST**

WHEREAS, The City has established various fees and charges as part of its codes, ordinances, rules, regulations, and policies, which fees and charges are reviewed from time-to-time; and

WHEREAS, the City Council has reviewed such fees and charges, and hereby determines that it is necessary to adjust certain existing fees and charges, and/or to establish formally other fees and charges; and

WHEREAS, the City Council has determined that it is in the best interests of the City and its residents to adopt this Ordinance;

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

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

SECTION TWO: Approval of Fee Schedule. The City Council hereby approves the fee schedule set forth in Exhibit A ("***Fee Schedule***"). To the extent any provision of any code, ordinance, regulation, rule, or policy of the City is

contrary to the Fee Schedule, such provision is hereby deemed amended so that the Fee Schedule shall control. Any fee or charge not otherwise listed on the Fee Schedule shall remain unchanged and in full force and effect.

SECTION THREE: **Effective Date of Fee Schedule.** The fees and charges set forth on the Fee Schedule shall take effect as of the date noted on the Fee Schedule.

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

Passed this ____ day of _____, 2021

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this __ day of _____, 2021

ATTEST:

Mayor

City Clerk

Exhibit A

Schedule of Fees and Charges

City of Lake Forest Fee Schedule - Exhibit A

Add prior approved fees

New Fee

Change to fee

New Fee Change to fee			PROPOSED FY2023 (\$)			City Code Section
	Fund	FY2022 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
Public Works						
Water Fees:						
Water Utility Fees/Charges						
Turn Off Water Fee	Water	75				51.064
Turn Off Water Fee After Hours	Water	100				51.064
Turn On Water Fee	Water	75				51.064
Turn On Water Fee After Hours	Water	100				51.064
Water Main Taps	Water					
1 Inch	Water	500				51.030(b)
1-1/2 Inch	Water	1,000				51.030(b)
2 Inch	Water	1,300				51.030(b)
3,4,6 and 8 inch taps	Water	900				51.030(b)
Water Meter Fees	Water					
3/4 Inch	Water	470				51.045(e)
1 Inch	Water	540				51.045(e)
1-1/2 Inch	Water	910				51.045(e)
2 Inch	Water	1,165				51.045(e)
3 inch	Water	2,615				51.045(e)
4 inch	Water	3,950				51.045(e)
6 inch	Water	6,840				51.045(e)
Water Meter Contractor Bond - Temporary Meter	Water	1,500			0	51.015
Water Plant Investment Fee						
New Single Family Home - vacant lot	Water	2,900				52.15
Multi-Family Dwelling - new structure	Water	2,652				52.15
Residential pools, sprinkler systems	Water	459				52.15
Nonresidential buildings - new structures and additions	Water	1.02/sq ft of entire				52.15
	Water	interior area of the building				
Institutional buildings - new structure and additions	Water	.94/sq ft of entire				52.15
only if eligible for fed and state tax exempt status	Water	interior area of the building				
General Fees:						
Sticker for Leaf/Grass Bags	General	1.00 per sticker				50.016
Sanitation:						
Special Pickup	General	40 per 2 cubic yard				50.039 (c)
White Goods	General	65				50.015
White Goods W/CFC	General	90				50.015

Add prior approved fees

New Fee

Change to fee

	Fund	FY2022 (\$)	PROPOSED FY2023 (\$)			City Code Section
			FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
Monthly refuse collection fee	General	12 Per Month				50.021
55 Gallon Recycle Cart/Fee for extra cart only	General	75				
35 Gallon Recycle Cart/Fee for extra cart only	General	55				
Earth Machine Back Yard Composter	General	55				
Licenses:						
Scavengers - collects and disposes of multi-family and commercial waste		1,500 per company				50.055
Scavengers - collects and disposes of residential and commercial roll -offs		750 per company				50.055
Scavengers - collection and cleaning of portable toilets		200 per company				50.055
Engineering						
Sewer System Connection Fee:						
Single Family Dwelling		825				N/A
Two - family Dwelling		825 per unit				N/A
Multi-family Dwelling		165 per population equiv				N/A
		1,650 min				
Non-Residential Buildings		165 per population equiv				N/A
		1,650 min				
Institutional buildings with Fed and State tax exempt status		825 per connection				N/A
Site Grading:						
Site Grading - New construction		640				N/A
If no grading, request may be submitted for a waiver of the requirement of grading plan		240				N/A
Resubmittal		165				N/A
Revisions to approved grading plans		125				N/A
Erosion and sediment control measures		240				N/A
Site grading security (financial guarantee - refundable)		3,000 per acre of development				N/A
Floodplain Development Permit						
1 & 2 FAMILY		355				
ALL OTHERS		530				
Water Shed Development Fee: Revised Fee Schedule:						
General Fees						
Sediment and Erosion Control Only						
Single Family Residential Lot (See site grading ordinance)		see ordinance				151.05
Single Family Residential Lot (within regulatory floodplain)		1,040				151.05

Add prior approved fees

New Fee

Change to fee

	Fund	FY2022 (\$)	PROPOSED FY2023 (\$)			City Code Section
			FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
Development (<10 acres)		2,400				151.05
Development (≥ 10 acres)		3,560				151.05
Minor Development						
Without detention		2,120				151.05
With detention or Fee - in - lieu		3,120				151.05
Major Development						
With detention or Fee-in-lieu		5,400				151.05
Within regulatory floodplain (< 10 acres)		3,280				151.05
Within regulatory floodplain (≥ 10 acres)		8,640				151.05
Wetland Fees						
Category I Wetland impacts less than or equal to 1 acre		880				N/A
Category II Wetland impacts greater than 1 acre and less than 2 acres		3,640				N/A
Category III Wetland impacts greater or equal to 2 acres or impacts a HQAR		4,400				N/A
Category IV Wetland impacts involving either restoration, creation or enhancement		2,760				N/A
Resubmittal fee (1/3 of total watershed Dev. Fee + General + wetland fees)		347-2,880				N/A
Earth Change Approval		1,720				N/A
Securities - financial guarantee refundable		3,000 per acre of development				N/A
Variances		4,240				N/A
Appeals		1,920				N/A
Flood Plain Analysis and Report		35				N/A
Construction Engineering Standards Manual		35				N/A
Community Development						
Water Utility Fees/Charges:						
Water Service Inspection Fee	Water	50				N/A
Home Inspection Fee	Water	150				51.065
Home Inspection Fee - Re-Inspection	Water	50				51.065
Home Inspection Waiver	Water	25				51.065
General Fees:						
Zoning Analysis	General	100				159.052
Building & Development Fees:						
Service Contracts:						
Lake Bluff	General	Per Agreement				N/A
Bannockburn	General	5,000 min. & 50% over that				N/A

Add prior approved fees

New Fee

Change to fee

	Fund	FY2022 (\$)	PROPOSED FY2023 (\$)			City Code Section
			FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
Plan Review :						
Remodeling up to \$12,000	General	55				150.145
\$12,001 to \$48,000 Remodeling	General	82				150.145
\$48,001 - \$120,000 Remodeling	General	138				150.145
Over \$120,000 Remodeling	General	230				150.145
Additional fee for plan reviews that require more than 2 hours	General	55 per additional hour				150.145
New Construction - SFD	General	400				150.145
New Construction - 2FD	General	230/unit				150.145
New Const. - Com. & Multi. Fam.		572+50/				150.145
3 or more units		1,000 Sq. Ft.				150.145
Plan Re-Submittal Fee	General	140 per re-submittal				150.145
Alterations to Approved Plans	General	140 + 55 per hour fee for reviews requiring more than 2 hours				150.145
Building Scale Calculation Fees:						
Single Family residence - first review	General	400				150.148
With completed Building Scale worksheet/detailed plans	General	200				150.148
Two-family dwelling	General	189 per unit				150.148
With completed Building Scale worksheet/detailed plans	General	120				150.148
Additional reviews (for revised plans)	General	102				150.148
On-site inspection for an existing dwelling	General	102				150.148
Office meeting to discuss for building scale calculation	General	50				150.148
Building Scale Waiver Request	General	100				150.148
Building Review Board Fees:						
Signs/Awnings/Landscaping/Lighting/Fences	General	75				150.147
Two or more of above	General	125				150.147
Storefront Alterations	General	100				150.147
New Commercial building, school, hospital or multi-family building per building	General	700				150.147
Alterations or major additions to commercial buildings, schools, hospitals or multi-family buildings - per building	General	323				150.147
New multi-building projects - per building	General	850 + 175 for more than 4 buildings (per building)				150.147
Satellite Dish	General	100				150.147
Changes to approved building materials	General	60				150.147
Demolition with replacement structure	General	2,230				150.147
Demolition partial and replacement addition	General	1,310				150.147

Add prior approved fees

New Fee

Change to fee

	Fund	FY2022 (\$)	PROPOSED FY2023 (\$)			City Code Section
			FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
Demolition w/o Replacement Structure	General	1,310				150.147
New Residence on Vacant Property (building scale fee also)	General	1,050				155.07
Additions & Alterations to Existing Residence (building scale fee also)	General	500				155.07
Replacement/new single family home/duplex structure	General	1,310				155.07
Variance from Building Scale Ordinance	General	367	374	1.91%	70	155.07
Revisions to Approved Plans	General	225	229	1.78%	29	155.07
Historic Preservation Commission Fees:						
Demolition (complete) and replacement structure	General	2,450				155.07
Demolition (partial) and replacement structure	General	1,529				155.07
Removal of less than 50%						155.07
Replacement Structure, prior demolition	General	1,310				155.07
Demolition w/o Replacement Structure	General	1,441				155.07
Changes to approved building materials	General	60				39.140
New Residence on Vacant Property (building scale fee also)	General	1,050				155.07
Additions & Alterations to Existing Residence (building scale fee also)	General	500				155.07
Variance from Building Scale Ordinance	General	367	374	1.91%	70	155.07
Revisions to Approved Plans	General	225	229	1.78%	29	155.07
Rescission of local landmark designation, amendment of						155.07
local landmark designation or historic map amendment	General	2,500				155.07
Signs/Awnings/Landscaping/						
Lighting/Fences	General	75				155.07
Two or more of above	General	125				155.07
Storefront Alterations	General	100				155.07
New Commercial building, school, hospital or multi-family building	General	700				155.07
per single building						
Alterations or major additions to commercial buildings, schools,	General	323				155.07
hospitals or multi-family buildings - per building						
New multi-building projects - per building	General	850 + 175 for more than				155.07
		4 buildings (per building)				
Project Fees:						
Red Tag , per violation, per day (minimum \$150 first offense)	General	300				150.005
Stop Work Order (Minimum \$250 first offense, limited scope)	General	750				150.005
Street Obstruction - first 30 lineal fee of public right-of-way	General	100				150.005
Re-Inspection all permits (failed/no show)	General	175				150.005
Additional Inspections	General	50				150.005
Off Hour Inspections	General	50 administration fee plus per hour cost of				150.005
Tree fencing inspection fee		inspector 135				N/A

Add prior approved fees
New Fee
Change to fee

			PROPOSED FY2023 (\$)			
	Fund	FY2022 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
Recording of Right-of-Way agreement for sprinkler system, driveway apron	General	70 (up to 4 pages, 5 each addl page)				150.145
Construction Trailer Permit (Commercial Construction Sites only)	General	100 per month				150.145
Tree removal without permit	General	750 per inch				999.999
Vegetation removal in protected area without permit	General	750 per violation				999.999
Recording of Plat of Subdivision	General	75 plus Lake County Fee				
Const. Codes Comm. Fees:						
Variances from Construction Code	General	250				150.110
Administrative Appeals	General	150				150.110
Material/Product Evaluation	General	350				150.110
Demolition Tax	Cap Imp/ Afford Housing	12,000				150.110
Zoning Board of Appeals:						
Variations from Zoning Code	General	287	301	4.88%	210	159.02
Administrative Appeals	General	150				159.02
Special Use Permit - Existing Developments	General	755				159.02
Legal Ad Publication (as required)	General	85				159.02
Plan Commission:						
Minor Subdivisions-Tentative Approval 2,3 or 4 lots payable at time of application	General	2,184				156.026(a)(3)
Minor Subdivisions-Final Approval	General	250+35/lot plus engineering and recording fees				156.026(a)(3)
Major Subdivisions-Tentative Approval 5 or more lots	General	3,822+35 for each lot over 5				156.026(a)(3)
Major Subdivisions-Final approval paid prior to recording of plat	General	400+35/ plus 5/lot				156.026(a)(3)
	General	over 10; + engineering and recording fees				156.026(a)(3)
Planned Preservation Subd Special Use Permit plus minor/major subdivision fee	General	2,500				156.026(a)(3)
Zoning Change	General	3,328				156.026(a)(3)
Filing fee for all other developments	General	788				156.026(a)(3)
Code Amendment	General	3,328				156.026(a)(3)
Extension of Tentative Subdivision Plat Approval	General	150				156.026(a)(3)
Administrative Property Line shift	General	250				156.026(a)(3)
Special Use Permit	General	1,035				156.026(a)(3)
Special Use Permit - Restaurant within 150' of Residential	General	600	500	-16.67%	-200	156.026(a)(3)

Add prior approved fees
New Fee
Change to fee

			PROPOSED FY2023 (\$)			
	Fund	FY2022 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
Escrow Deposit - 3rd Party Review (Refundable)	General	0	5000		0	
Permits:						
Building Permits repair and maintenance under \$6,000	General	40				150.145
Building Permits - \$100,000 or less	General	1.5% of total construction 50 min				150.145
Building Permits - over \$100,000						
\$100,001 - \$200,000	General	2% of total construction				150.145
\$200,001 - \$500,000	General	4,000 + 1% of total cc in excess of 200,000				150.145
\$500,001 and above	General	7,000 + .5% of total cc in excess of 500,000				150.145
Solar installation/Geo Thermal/Wind/Electric Charging Stations	General	.05% of construction cost				150.145
Underground storage tank removal	General					
single family and duplex		150 per tank				150.145
All other properties	General	250 per tank				150.145
Permit Extensions - After Final Expiration	General	150 administration fee plus 20% of the original permit fee - 6 month extension				150.145
Sign	General	1.5% construction cost 50 min				150.145
Administration Demolition Approval - Life Safety/Nuisance	General	500				150.145
Driveway Permits:						
Driveway Resurfacing Permit (not required for sealcoating)	General	50				150.145
Driveway Bond	General	250				150.485
Satellite dish permit	General	1.5% of cost, 50 min				150.145
Plumbing /Electric/HVAC:						
Irrigation Systems	General	2.00 per head 60 min				150.145
Plumbing - base charge	General	60+5.50/fix.				150.145
Sanitary Sewer	General	50 min + 1.00/ft over 50 ft				150.145
Storm Sewer	General	50 min + 1.00/ft over 50 ft				150.145
Electrical	General	100, plus 1 per unit beyond 100 total units				150.145
Electrical Service	General	75				150.145
Electric - motors	General	75 + .50 per horsepower				150.145
HVAC						
Residential - New or replacement						
1 or 2 units	General	52				150.145
Each additional unit	General	45				150.145

Add prior approved fees

New Fee

Change to fee

	Fund	FY2022 (\$)	PROPOSED FY2023 (\$)			City Code Section
			FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
Duct work	General	52				150.145
Commercial New	General	52 per 1,500 sq ft of floor area				150.145
Commercial - replacement of existing units	General	same as residential				150.145
Purchase of Parking						
Space per Zoning Code	General	to be set by City Council at the time of approval based on market costs				150.145
						150.145
Elevators:						
Elevator Inspection Fee	General	Variable				150.145
Elevator Permits - New elevators	General	65				150.145
Licenses - Annual:						
Health -Restaurant (20 or Less)	General	250				113.03(d)(1)
Health - Restaurant (21-99)	General	350				113.03(d)(2)
Health - Restaurant (100 + Seats)	General	600				113.03(d)(3)
Health - Itinerant Restaurant	General	250				113.03(d)(4)
Health - Food Store	General	100				113.21(d)
Health - Limited Food Store (selling candy)	General	50				113.21(d)
Health - Mobile Food/Beverage Vendor	General	100				113.21
Food Vendor (delivery)	General	150/Veh.				113.21(d)
Milk Vendor (delivery)	General	100/Veh.				113.21(d)
Ice Vending Machine per machine	General	110				95.061
Food Vending Machine per machine	General	55				113.21(d)
Candy Vending Machine per machine	General	55				113.21(d)
Pop/Soft drink Vending Machine per machine	General	55				113.21(d)
Milk Vending Machine per machine	General	55				113.21(d)
Tobacco vending machine per machine	General	50				135.136
Amusement Machine per machine	General	110				110.104
HVAC Contractor	General	60				150.145
Electrical Contractor	General	60				150.145
Juke Box	General	25				110.083
Pool Table	General	25				112.095(b)(1)
Tree and Vegetation Removal:						
Application Review Fee	General	40				99
Removal of Heritage Tree	General	40 per tree				99
Removal of tree 10" DBH or larger within the streetscape preservation area, the front yard or the corner side yard	General	40 per tree				99
Removal of trees or vegetation from a Conservation Easement	General	35 per 1 1/2 acre site				99
Removal of trees from a Tree Preservation or No Disturbance area	General	40 per tree				99

Add prior approved fees
New Fee
Change to fee

			PROPOSED FY2023 (\$)			
	Fund	FY2022 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
Removal of trees or shrubs from any ravine or bluff	General	40 per 1 1/2 acre site				99
Removal of trees or shrubs from a public right of way or other public property	General	40 per 1 1/2 acre site				99
Ash tree removals, dead or hazardous trees (application fee only)	General	No Fee				99
Bonds: Refundable Upon Timely/Satisfactory Completion						
Permit Renewal - for projects with estimated construction costs of \$200,000 or less refundable upon completion of project within one year	General	20% of permit fee			0	150.145
Permit Renewal - for projects with estimated construction costs of more than \$200,000 refundable upon completion of project within 18 months	General	22% of permit fee			0	150.145
Street Opening Bond	General	500				98.058
Public Sanitary/Storm Sewer or Water Main Bond/R.O.W. (each)	General	500				
New Curb Cut and Temporary Curb Crossing	General	500				
Fire Protection Fees:						
Life Safety Plan Review Fee - New Constr/Addition	General	500 min or .05 sf includes all floors				150.145
Life Safety Plan Review Fee - Remodel/Alteration	General	60 min or .05 sf includes all areas				150.145
Fire Suppression Systems (Plan review and 2 inspections)						
Single Family/Duplex Residential						
New	General	120 or .05 per sf whichever is greater				150.145
Addition/Alteration	General	60 or .05 per sf for scope of work area whichever is greater				150.145
Hot work	General	100				150.145
Commercial/Multi Family						
New	General	500 or .05 per s.f. whichever is greater 250 or .05 s.f. for scope of work area whichever is greater				150.145
Addition/Alteration	General	150 per system (in addition to above fees for the overall system)				150.145
Specialized Suppression (FM 200, clean agent)	General	100				150.145
Stand pipe riser	General	300 per system				150.145
Hood and Duct Extinguishing System - New	General	100 per system				150.145
Hood and Duct Extinguishing System - Alteration	General					
Fire Alarms						
Single Family/Duplex Residential	General	75 or .05 per s.f. whichever is greater				150.145
Commercial/Multi Family - New	General	500 or .05 per s.f. whichever is greater				

Add prior approved fees

New Fee

Change to fee

	Fund	FY2022 (\$)	PROPOSED FY2023 (\$)			City Code Section
			FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
Commercial/Multi Family - Addition/Alteration	General	75 or .05 per s.f. whichever is greater				150.145
Inspections/Tests						
Annual & New Underground Flush test	Water	75 + cost per gallon of water at current rate as approved by the City Council based on pipe size				150.145
Annual & New Fire Pump Test	Water	175 + cost per gallon of water at current rate as approved by the City Council based on pump size				150.145
						150.145
Small Wireless Facilities:						
Application for Collocation - Installation of facility	General	650				
Application for Collocation - Installation of multiple facilities	General	350 per facility				
Application for installation of new utility pole or support structure	General	1,000				
Annual recurring rate for collocations on a City utility pole located in the right-of-way. (* Or the City's actual, direct, and reasonable costs related to the wireless provider's use of space on the City utility pole)	General	200				
Other:						
Alternative Letter of Credit Review	General	100 per review				150.145
Conditional Certificate of Occupancy - Landscape only due to season ² (single family and duplex)	General	300 per unit				150.145
Conditional Certificate of Occupancy (single family and duplex)	General	550				150.145
Conditional Certificate of Occupancy (multi-family and commercial)	General	25 per square foot, whichever is greater, to a maximum of 2,000				150.145
Estate Sale - Non-Resident operator	General	50				
Special Event Fees:						
Application Fee	General	50				10.13
Application Fee - Late Fee	General	50% of fee per 30 days				10.13
Escrow Deposit - Special Events	General	500				10.13
Police Officer hourly rate	General	90	93	3.33%	180	10.13
Firefighter/Paramedic hourly rate	General	89	91	2.25%	50	10.13
Police and Fire Vehicle	General	110				10.13
Public Works hourly rate	General	70	72	2.86%	60	10.13
Parks hourly rate	Parks/Rec.	70	72	2.86%	60	10.13

Add prior approved fees
New Fee
Change to fee

			PROPOSED FY2023 (\$)			
	Fund	FY2022 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
Special Event Inspection	General	100				94.5
Tent Permit	General	100 or .05 per sq ft				94.5
A-Frame Barricades	General	5				98.011
Barricades 1 - 10	General	40				98.011
Parking Cones	General	1				98.011
Bleacher keep in park	General	50				10.13
Bleacher move to another location	General	195				10.13
Litter Barrels 1—6	General	14				10.13
Picnic Tables 1 - 6	General	32				10.13
Grills	General	195				10.13
Inflatable amusement inspection	General	100				94.5
Carnival rides	General	200				94.5
Filming Class A - Application	General	150				
Filming Class B - Application	General	100				
Filming Class C - Application	General	50				
Filming Class A - Permit	General	475				
Filming Class B - Permit	General	375				
Filming Class C - Permit	General	125				
Filming Class A - Deposit (Refundable)	General	1000				
Filming Class B - Deposit (Refundable)	General	500				
Finance						
Water Utility Fees/Charges:						
Water Sales/1,000 Gallons						
Effective with Water Bills mailed on or after May 1, 2022						
Lake Forest Residential - to 10,000 Gallons per Quarter	Water	4.50				51.061(a)
Lake Forest Residential - 10,001 to 60,000 Gallons per Quarter	Water	6.20				51.061(a)
Lake Forest Residential - over 60,000 Gallons per Quarter	Water	6.80				51.061(a)
Lake Forest All Other Users	Water	6.45				51.061(a)
Del Mar Woods	Water	8.90				51.061(a)
Other Non resident users	Water	8.90				51.061(a)
Sewer Charge/1,000 Gallons (winter usage)	Water	1.16				51.061(a)
Customer Charge - Water (Inside)						
5/8" to 1.5" meter	Water	50/quarter				51.061(b)
2" to 4" meter	Water	195/quarter				51.061(b)
6" and above meter	Water	875/quarter				51.061(b)
Benefit Access Program Discount - must renew annually	Water					N\A
Customer Charge - Water (Outside)						

Add prior approved fees
New Fee
Change to fee

	Fund	FY2022 (\$)	PROPOSED FY2023 (\$)			City Code Section
			FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
5/8" to 1.5" meter	Water	70/quarter				51.062(b)
2" to 4" meter	Water	225/quarter				51.062(b)
6" and above meter	Water	950/quarter				51.062(b)
Customer Charge - Sewer						
5/8" to 1.5" meter	Water	5/quarter				52.15€(1)
2" to 4" meter	Water	20/quarter				52.15€(1)
6" and above meter	Water	100/quarter				52.15€(1)
Beach Parking Fee:						
Beach Parking						
Temporary (Resident)	General	85				73.45
Temporary (Non-Resident)	General	910				73.45
Parking Permits:						
Resident-Full Year	Parking	313				73.27(c)(7)
Resident-Monthly	Parking	30/Month				73.27(c)(7)
Resident - Unlimited	Parking	1,000				73.27(c)(7)
Employer Purchased-Full Yr.	Parking	180				73.27(c)(7)
Employer Purchased-Monthly	Parking	20/Month				73.27(c)(7)
Non-Resident-Full Year	Parking	700				73.27(c)(7)
Non-Resident - Monthly	Parking	60/Monthly				73.27(c)(7)
Daily Parking Fee-Telegraph	Parking	3				73.27(c)(7)
Daily Parking Fee-All Other	Parking	3				73.27(c)(7)
Licenses:						
Car and Lt Truck	General	85				74.179(b)
Heavy Truck (8,000+ lbs.)	General	110				74.179(b)
Motorcycles	General	45				74.179(b)
Senior Citizen 65 and over	General	no discount				N/A
Transfers	General	5				74.184 & 185
Penalties	General	50%				74.179(b)
Dog License	General	10				91.032
Cat License	General	10				91.032
Auto Dealer License	General	50+20/Veh				74.183
Disabled vehicle sticker (Benefit Access Program)	General	45				N/A
Real Estate Transfer Tax	Cap Imp	4.00 per 1,000				39.155(b)
Non-sufficient funds Fee	General	25				10.99

Add prior approved fees
New Fee
Change to fee

			PROPOSED FY2023 (\$)			
	Fund	FY2022 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
Credit Card Service Fees:						
Daily Parking	General	.25 per transaction				73.27(c)(7)
Development Related Fees	General	2.95% (Minimum 1.95)				N/A
Cemetery Related Fees	Cemetery	2.95% (Minimum 1.95)				N/A
Public Safety Pension Fee:						
Residential Utility Accounts	General	20 per Quarter				N/A
All Other Utility Accounts (exclude irrigation only services)	General	70 per Quarter				N/A
Parks and Recreation						
Golf Course Fees/Charges:						
Seasonal Fees-Resident: effective January 1, 2022						
Class A -Adult Single	DPG	1,485	1,500	1.01%	1,000	97.051
Class B -Adult Combo	DPG	2,550	2,800	9.80%	300	97.051
Class D -Junior	DPG	700				97.051
Class F - Senior Citizen	DPG	885	1,000	12.99%	1,000	97.051
Seasonal Fees (Non-Resident) effective January 1, 2022						
Class A -Adult Single	DPG	1,900	2,000	5.26%	100	97.051
Class B -Adult Combo	DPG	2,550	2,800	9.80%	300	97.051
Class D -Junior	DPG	700				97.051
Class F - Senior Citizen	DPG	1,150	1,200	4.35%	1,150	97.051
Daily Fees-Resident: effective January 1, 2022						
Weekday-9	DPG	37				97.051
Weekday-18	DPG	50				97.051
Weekend 9	DPG	42				97.051
Weekend -18	DPG	63				97.051
Electric Golf Carts: effective January 1, 2022						
9 Holes Single Rider	DPG	15				97.052
18 Holes Single Rider	DPG	20				97.052
Range Balls						
Small Bucket	DPG	7	8	14.29%	820	97.051
Medium Bucket	DPG	10				97.051
Large Bucket	DPG	17	18	5.88%	-2,916	97.051
Pull cart						

Add prior approved fees

New Fee

Change to fee

	Fund	FY2022 (\$)	PROPOSED FY2023 (\$)			City Code Section
			FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
9 holes	DPG	6				97.051
18 holes	DPG	8				97.051
USGA Handicap Fees - Members	DPG	40	45	12.50%	800	97.051
Permanent Tee Time - Weekend	DPG	300	400	33.33%	1,000	97.051
Lockers						
18 inch	DPG	145				97.051
12 inch	DPG	125				97.051
Park Fees						
Park Picnic Permits						
0 - 149 People	Parks/Rec	100				N/A
150 or more People	Parks/Rec	150				N/A
Picnic Tables	Parks/Rec	25 per table				
Grills	Parks/Rec	85 per grill				
Cemetery Fees:						
Issuance of Deeds	Cemetery	.50 per deed				93.45
Boating and Beach Fees - effective February 1, 2022						
Watercraft Ramp/Sailboat Permits-Recreation						
Watercraft Ramp (R)	Parks/Rec	517	533	3.09%	848	97.066
Watercraft Ramp 2nd boat/ half season	Parks/Rec	259	267	3.09%	144	97.066
Watercraft Ramp (R) (Sen.)	Parks/Rec	413	425	2.91%	264	97.066
Watercraft Ramp (R) (Sen) 2nd boat/ half season	Parks/Rec	208	214	2.88%	6	97.066
Watercraft Ramp (NR)	Parks/Rec	1,034	1,065	3.00%	186	97.066
Year round compound storage Resident	Parks/Rec	2,291	2,340	2.14%	343	97.066
Year round compound storage Resident senior	Parks/Rec	1,832	1,887	3.00%	275	97.066
Year round compound storage non-resident	Parks/Rec	3,437	3,540	3.00%	0	97.066
Seasonal compound storage Resident	Parks/Rec	1,551	1,598	3.03%	0	97.066
Seasonal compound storage Resident Senior	Parks/Rec	1,241	1,278	2.98%	0	97.066
Seasonal compound storage Non-resident	Parks/Rec	2,324	2,394	3.01%	0	97.066
Year round watercraft rack storage resident	Parks/Rec	626	645	3.04%	114	97.066
Year round watercraft rack storage resident senior	Parks/Rec	502	517	2.99%	30	97.066
Year round watercraft rack storage non-resident	Parks/Rec	751	774	3.06%	0	97.066
Seasonal watercraft rack storage resident	Parks/Rec	366	377	3.01%	330	97.066
Seasonal watercraft rack storage resident senior	Parks/Rec	292	301	3.08%	90	97.066
Seasonal watercraft rack storage non-resident	Parks/Rec	439	452	2.96%	39	97.066

Add prior approved fees

New Fee

Change to fee

	Fund	FY2022 (\$)	PROPOSED FY2023 (\$)			City Code Section
			FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
Year round watercraft sand storage resident	Parks/Rec	775	798	2.97%	23	97.066
Year round watercraft sand storage resident senior	Parks/Rec	620	639	3.06%	0	97.066
Year round watercraft sand storage non-resident	Parks/Rec	1,162	1,197	3.01%	0	97.066
Seasonal watercraft sand storage resident	Parks/Rec	475	489	2.95%	0	97.066
Seasonal watercraft sand storage resident senior	Parks/Rec	380	391	2.89%	11	97.066
Seasonal watercraft sand storage non-resident	Parks/Rec	713	734	2.95%	0	97.066
South Beach Parking Permit (R)	Parks/Rec	151	156	3.31%	445	97.066
South Beach Parking Permit (R) (Sen.)	Parks/Rec	119	123	3.36%	232	97.066
South Beach Parking Permit (NR)	Parks/Rec	910				97.066
South Beach Parking Permit Employee/Retiree	Parks/Rec	100				97.066
Daily Boat Launch resident	Parks/Rec	65				97.066
Daily Boat Launch nonresident	Parks/Rec	80				97.066
Resident Guest Daily Parking Pass, limit 5 per season	Parks/Rec	15				97.066
Nanny Parking Pass	Parks/Rec	85				97.066
Senior Caregiver Parking Pass	Parks/Rec	85				97.066
Non resident beach fee, weekends and holidays	Parks/Rec	25				97.069
<u>Fitness Center Fees - effective May 1, 2022</u>						
Individual resident rate	Parks/Rec	456	468	2.63%	720	N/A
Individual resident rate - 1 months	Parks/Rec	46	47	2.17%	5	N/A
Individual non-resident rate	Parks/Rec	564	588	4.26%	24	N/A
Individual non-resident rate - 1 months	Parks/Rec	57	59	3.51%	0	N/A
Couple resident rate	Parks/Rec	792	816	3.03%	504	N/A
Couple resident rate - 1 month	Parks/Rec	79	82	3.80%	6	N/A
Couple non-resident rate	Parks/Rec	948	984	3.80%	0	N/A
Couple non-resident rate - 1 months	Parks/Rec	95	99	4.21%	0	N/A
Family resident rate	Parks/Rec	1,044	1,080	3.45%	540	N/A
Family resident rate - 1 months	Parks/Rec	104	108	3.85%	8	N/A
Family non-resident rate	Parks/Rec	1,248	1,296	3.85%	0	N/A
Family non-resident rate - 1 months	Parks/Rec	125	130	4.00%	0	N/A
Senior resident rate	Parks/Rec	348	360	3.45%	396	N/A
Senior resident rate - 1 months	Parks/Rec	35	36	2.86%	3	N/A
Senior non-resident rate	Parks/Rec	420	432	2.86%	12	N/A
Senior non-resident rate - 1 months	Parks/Rec	42	44	4.76%	0	N/A
Senior couple resident rate	Parks/Rec	576	588	2.08%	192	N/A
Senior couple resident rate - 1 months	Parks/Rec	58	59	1.72%	2	N/A
Senior couple non-resident rate	Parks/Rec	696	720	3.45%	0	N/A
Senior couple non-resident rate - 1 months	Parks/Rec	70	72	2.86%	0	N/A
Student resident rate	Parks/Rec	348	360	3.45%	120	N/A
Student resident rate - 1 month	Parks/Rec	35	36	2.86%	5	N/A

Add prior approved fees

New Fee

Change to fee

	Fund	FY2022 (\$)	PROPOSED FY2023 (\$)			City Code Section
			FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
Student non-resident rate	Parks/Rec	420	432	2.86%	0	N/A
Student non-resident rate - 1 month	Parks/Rec	42	44	4.76%	0	N/A
Matinee resident rate	Parks/Rec	252	264	4.76%	372	N/A
Matinee resident rate - 1 month	Parks/Rec	26	26	0.00%	0	N/A
Matinee non-resident rate	Parks/Rec	300	312	4.00%	12	N/A
Matinee non-resident rate - 1 month	Parks/Rec	30	32	6.67%	0	N/A
All-inclusive - member - effective December 6, 2012	Parks/Rec	348	360	3.45%	300	N/A
All-inclusive - non-member - effective December 6, 2012	Parks/Rec	768	792	3.13%	0	N/A
OCM						
General Fees & Charges:						
Birth certificates (January 1, 2010)	General	10 first/4 additional				5.36
Death certificates (January 1, 2013)	General	14 first/6 additional				5.36
On-line data entry fee by city staff (January 1, 2010)	General	10				N/A
Solicitor/Peddler Permit Original Application	General	55				117.01(b)
Solicitor/Peddler Permit Renewal	General	40				117.40
Electric Car	General	1 per Hour				N/A
Licenses:						
Raffle License	General	40				110.150
Tobacco License	General	500				135.138(f)
Landscape License (March 1 to Feb 28)	General	100				110.217
Penalties - Landscape License Applications after June 1	General	25				110.217
Auctioneers License	General	5 Daily & 1.00 per employee				110.026
Factories and Slaughterhouses	General	500				110.047
Mobile Auto Service	General	50 per unit				110.200
Athletic Contests	General	50 per day				112.0029B)
Bowling Alley	General	10 per lane per year				112.025
Circuses	General	100 per day circus conducted				112.041
Circuses - Side Show	General	50 per day circus conducted				112.042
Motion Pictures - Establishment capacity 500 or more persons	General	.50 per seat				112.075
Public Dances	General	500				112.112
Theatrical Performances - less than 500 persons	General	100				112.126
Theatrical Performances - more than 500 persons	General	150				112.126
Theatrical Performance not covered by 112.126	General	25 per day				112.127
Junk Yard or Junk Shop	General	75				114.22
Junk Dealer collected by vehicle	General	20 per vehicle				114.23
Pawnbroker	General	100				116.03

Add prior approved fees

New Fee

Change to fee

	Fund	FY2022 (\$)	PROPOSED FY2023 (\$)			City Code Section
			FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
Expressmen and Draymen	General	25				118.156
Alcoholic and Beverages:						
Class A-1	General	2,700				111.036
Class A-2	General	1,500				111.036
Class A-3	General	275				111.036
Class A-4	General	0				111.036
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	0				111.036
Class C-4	General	0				111.036
Class D-1	General	2,500				111.036
Class E-1	General	3,000				111.036
Class F-1	General	0				111.036
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	500 per vendor for the duration of the sporting event				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
Class H-1	General	0				111.036
Class H-2	General	0				111.036
Class I-1	General	None				111.036
Class I-2	General	0				111.036
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 existing 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

Add prior approved fees
New Fee
Change to fee

	Fund	FY2022 (\$)	PROPOSED FY2023 (\$)			City Code Section
			FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
Impact Fees:						
Library	Library	see ordinance				150.023
Fire and Emergency Services	General	see ordinance				150.023
Park Site	PPL	see ordinance				150.023
Park Development	PPL	see ordinance				150.023
Police	General	see ordinance				150.023
Public Works	General	see ordinance				150.023
School District 67 (information only)	pay School	see ordinance				150.023
High School District 115 (information only)	pay School	see ordinance				150.023
Police						
Fines & Penalties:						
Overtime Parking - Lot (base fee - 1st Offense)	General	15/25/35				73.99
Improper Parking - Lot (base fee - 1st Offense)	General	15/25/35				73.99
Parking in Prohibited Area- Lot (base fee - 1st Offense)	General	15/25/35				73.99
Overtime Parking - Other (base fee - 1st Offense)	General	15/25/35				73.99
Improper Parking - Other (base fee - 1st Offense)	General	15/25/35				73.99
Parking in Prohibited Area- Other	General	15/25/35				73.99
Parking at Boat Ramp (base fee - 1st Offense)	General	100/150/200				73.46
No Vehicle License (base fee - 1st Offense)	General	75/100/125				74.179
No parking east of Sheridan Road (base fee - 1st Offense)	General	125/150/175				73.99
No Animal License (base fee - 1st Offense)	General	15/25/35				91.032
Dog-At-Large (base fee - 1st Offense)	General	15/25/35				91.050
Code Violations	General	variable				Variable
Motor Code Violations	General	variable				Variable
Dog Barking (base fee - 1st Offense)	General	15/25/35				91.004
Dog Impound	General	15				91.014
Leaf Burning	General	100				94.2
Handicapped Parking	General	250				73.21
Dog Public Nuisance	General	100/500/750				91.053
Burglar Alarm Fees	General	0/50/100/250				110.125
Vehicle Immobilization fee	General	100				73.50
E-911 Surcharge	E911 Fund	0.65				39.181
Copies of Accident Reports	General	5				71.032
FOIA copy fees >50 pages	General	.15 per page				33.3
Transient Merchant License	General	100.00				117.20(f)

Add prior approved fees
New Fee
Change to fee

			PROPOSED FY2023 (\$)			
	Fund	FY2022 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
Fire						
General Fees & Charges:						
Ambulance-Resident ALS transport	General	1,000.00				94.51
Ambulance-Resident ALS2 transport	General	1,100.00				94.52
Ambulance-Resident BLS transport	General	900.00				94.53
Ambulance-Non Resident ALS transport	General	1,400.00				94.54
Ambulance- Non Resident ALS2 transport	General	1,500.00				94.55
Ambulance-Non Resident BLS transport	General	1,300.00				94.56
Ambulance - Mileage	General	11.00 per mile				94.58
Fireworks Permit	General	200				94.5
Open Burn Permit	General	75				94.5
Bonfire Permit	General	100				94.5
Fire Watch	General	Overtime hourly Rate				94.5
Annual Fire Pump Test	General/Water	10 Admin Fee + Water Usage				94.5
Annual Inspections - 4th re-inspection	General	100				94.5
Annual Inspections - 5th re-inspection	General	200				94.5
Annual Inspections - 6th re-inspection	General	400				94.5
Fire Alarm Fees	General	0/50/100/250				110.125
Hazardous Substance Incident						
Level I Hazardous Substance Incident	General	250 per day during hazard substance incident occurs or removal activities				41.01
Level II Hazardous Substance incident	General	500 per day during hazard substance incident occurs or removal activities				41.01
Level III Hazardous Substance incident	General	1,000 per day during hazard substance incident occurs or removal activities				41.01
Miscellaneous Materials Cost - Level I incident	General	50				41.01
Miscellaneous Materials Cost - Level II incident	General	100				41.01
Miscellaneous Materials Cost - Level III incident	General	500				41.01
Reimbursable Costs	General	100% of cost incurred				41.01
Senior Resources						
Membership Dues:						
Residents of Lake Forest, Lake Bluff and unincorporated						
Lake Forest and Lake Bluff	Senior Resources	35 per person				97.087
		55 per family				97.087

Add prior approved fees
New Fee
Change to fee

	Fund	FY2022 (\$)	PROPOSED FY2023 (\$)			<u>City Code Section</u>
			FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
Outside of Lake Forest and Lake Bluff	Senior Resources	45 per person				97.087
		75 per family				97.087
Circuit Breaker participants Lake Forest and Lake Bluff	Senior Resources	10 per person				97.087
residents only		15 per family				97.087
Car and Bus rides	Senior Resources	3/fee each direction				97.087
		6 round trip				97.087
Taxi subsidy- Lake Forest and Lake Bluff residents	Senior Resources	16 coupons/month				97.087
living within the Lake Forest High School District		for a value of 3/each				

THE CITY OF LAKE FOREST

ORDINANCE NO. 2021 - _____

**AN ORDINANCE ADOPTING NEW FEES
RELATED TO DEVELOPMENT ACTIVITY**

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

WHEREAS, the City Council, on an annual basis reviews fees and charges related to development activity and having done so, hereby determines that it is appropriate to establish a new fee to facilitate reimbursement to the City when third party fees are incurred related to the review of proposed developments; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its residents to adopt this Ordinance;

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

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

SECTION TWO. **Approval of New Fees Related to Development Activity.**

The City Council hereby approves the fee as set forth:

➤ Escrow Deposit for Petitions Filed for Plan Commission Review - \$5,000.00

and directs that said fee shall be incorporated into the Supplemental Fee Schedule for the City of Lake Forest and reviewed and adjusted on an annual basis as part of the Supplemental Fee Schedule as determined to be necessary by the City Council.

SECTION THREE: Effective Date of the New Fees Related to Development

Activity. The fees and charges set forth in Exhibit A shall take effect as of May 1, 2022, consistent with the date of the Supplemental Fee Schedule for FY 2023 as adopted by the City Council.

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

Passed this _____ day of _____, 2021

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this _____ day of _____, 2021

Mayor

ATTEST:

City Clerk

Supplemental Memos Regarding Proposed Fee Adjustments

MEMORANDUM

TO: Diane Hall, Assistant Director of Finance

FROM: Catherine J. Czerniak, Director of Community Development

DATE: October 25, 2021

SUBJECT: Recommended Fee Adjustments for Fiscal Year 2023

No significant changes are proposed for development related fees. Development related fees have remained constant for the last several years. No new fees are proposed. A new escrow deposit is proposed for Plan Commission petitions as detailed below.

Recommended Additions to Fee Schedule

❖ Escrow Deposit for Plan Commission Petitions

The City Code requires that petitioners reimburse the City for third party expenses incurred for example; costs incurred related to the review of plans by the City's consulting engineer, recording of documents with Lake County, and in some cases, legal expenses. To facilitate timely collection of these fees and to reduce administrative work associated with collection after the expense is incurred, a deposit is recommended as a requirement for filing a petition for Plan Commission review. The deposit will be held in escrow, the petitioner will be notified of any charges drawn from the escrow account and any amount remaining after the review process is completed will be fully refunded. If during the review process the escrow is depleted, the petitioner will be required to replace the funds.

❖ Electric Charging Station.

Last year, the City Council approved reduced fees for solar, wind and geo thermal installations. Reduced fees are now recommended for the installation of electric vehicle charging station consistent with fees for other sustainable installations.

Fee Increases

❖ Variance from Allowable Square Footage (Building Scale Ordinance)

A two percent increase in this fee is proposed recognizing that variance requests from the allowable square footage require considerable staff time to research, conduct site visits, talk with neighbors and prepare staff reports and recommendations. This increase will apply to petitions for square footage variances presented to both the Building Review Board and the Historic Preservation Commission.

❖ Revisions to Previously Approved Plans

A two percent increase in this fee is proposed. Revisions to plans previously reviewed and approved by the Board or Commission require review of the earlier plans, re-notification to interested parties and review of the proposed changes in the context of the larger project. This increase will apply to petitions under the purview of both the Building Review Board and the Historic Preservation Commission.

❖ Variance from Zoning Code – Setback Requirements

A five percent increase in this fee is proposed. Given the built out nature of the community, requests for variances to allow additions and alterations to encroach into the required setbacks from the property line are frequent. Today, requests for zoning variances are scrutinized more in depth than in past years including importantly, the potential for impacts on stormwater drainage.

Fee Decrease

❖ Special Use Permit – Restaurants

Restaurants within 150' of a residential zoning district must be reviewed and approved through a Special Use Permit process. Restaurants that are not located near residential districts are approved administratively subject to the performance standards detailed in the Code. In keeping with the City's desire to encourage restauranteurs to locate in Lake Forest, a fee reduction of 17 percent is recommended for restaurants that require a Special Use Permit. The public review process will not change, the fee will simply be reduced.



MEMORANDUM

THE CITY OF LAKE FOREST

OFFICE OF THE CITY MANAGER

TO: Diane Hall, Assistant Finance Director

CC: Jason C. Wicha, City Manager
Elizabeth Holleb, Finance Director

FROM: Mike Strong, Assistant City Manager

DATE: October 22, 2021

SUBJECT: Proposed Fee Adjustments for FY2023

Purpose and Action Requested

The purpose of this memorandum is to present a request to amend certain fees administered through the Office of the City Manager and Community Development Department for FY2023. City staff is seeking City Council approval of fee adjustments proposed in this memorandum for personnel hourly rates related to special event fees and support.

Background

The City of Lake Forest processes and issues several different types of permits and licenses through the Office of the City Manager. These include, among others, special event permits, filming permits, birth/death certificates, liquor licenses, raffle licenses, etc. City staff regularly reviews these processes and their associated fees in an effort to ensure they remain compliant with both local and statutory regulations, consistent with internal administrative directives and policies, align with the City's costs to provide services and promote customer-friendly business practices.

During FY2022, the administration and oversight of these programs transitioned to the Community Development Department to take advantage of staffing efficiencies and the City's enterprise resource program, BS&A, to facilitate the permit process related to these requests.

As in previous years, City staff have reviewed each of these processes along with their associated applications, and evaluated rates and fees to ensure that charges are in line with the costs to provide each service. Proposed fee changes for FY2023 relate solely to special event fees.

Special Event Fees

From time-to-time, community organizations seek to utilize City-owned property or request special city services (e.g. equipment rentals/delivery) and City employees (e.g. general event support, security, or emergency medical services) to support their event. Pursuant to the City Code (§10.13), fees for these City services may be imposed in connection with recovering costs related to the personnel time associated with this support.

Rates for City employees are set based on an average total compensation (includes salaries and benefits) for employees in the workgroup. Traditionally, the City has adjusted these rates to reflect changes in union contracts and special contractual rates for special time worked or overtime. Rates proposed for FY2023 reflect approved changes to salaries and benefits as outlined in the City's official Pay Plan and bargaining unit contract, if applicable. Accordingly, City staff is requesting to adjust rates to reflect these contract amounts, as follows:

Personnel Classification	Current Rate	Proposed Rate	% Change	Projected Revenue
Police Officer Hourly Rate	\$90.00	\$93.00	3.33%	\$180.00
Firefighter/Paramedic Hourly Rate	\$89.00	\$91.00	2.25%	\$50.00
Public Works Hourly Rate	\$70.00	\$72.00	2.86%	\$60.00
Parks Hourly Rate	\$70.00	\$72.00	2.86%	\$60.00

Please do not hesitate to contact me directly if you have questions concerning these proposed fee changes for FY2023.

MEMORANDUM

To: Diane Hall, Assistant Finance Director

From: Patrick O'Donoghue, Golf Course General Manager
Chuck Myers, Superintendent of Parks, Forestry and Special Facilities

Date: October 25, 2021

Subject: Deerpath Golf Course FY2023 Proposed Fee Changes

PURPOSE AND ACTION REQUESTED: City staff and KemperSports staff are bringing forward the Deerpath Golf Course fees for fiscal year FY2023. The Park and Recreation Board has approved the fee schedule on October 19, 2021 and request that the proposed FY2023 Deerpath Golf Course fee structure be forwarded to City Council for approval as presented.

BACKGROUND/DISCUSSION: Attached is the proposed fee structure for Deerpath Golf Course for FY2023. We analyzed several factors including utilization and surrounding facilities fees while putting together the fees schedule. KemperSports and City Staff are recommending the following:

- **Membership Fees:** Increase Annual Pass fee average of 7% per classification which provides an increased revenue for memberships while taking into consideration inflation, and wage increases.
- **Greens Fees:** Increase the "ceiling" rate for weekday and weekend fees. Allow the dynamic pricing model to set prices based off of the utilization of the course. This will allow the green fee prices to fluctuate and take advantage of times of increased demand. Golf rates will be adjusted during the season based on marketplace demands.
- **Other Fees:** Range bucket pricing increases \$1.00 on large and small baskets as driving range business continues to grow.

BUDGET/FISCAL IMPACT: We are projecting that with people likely returning to work in FY2023, a drop in rounds played. These price increases will help by increasing revenue and the per player average round price in FY2023. Projected revenue impact on fees collected will be an increase of \$3,554 from FY2022 projections.

City Staff and KemperSports are requesting the approval of the proposed FY2023 Deerpath Golf Course fee structure.

MEMORANDUM

To: Diane Hall, Assistant Finance Director

From: Joe Mobile, Superintendent of Recreation

Date: October 21, 2021

Subject: Lake Forest Recreation Department FY 23 Proposed Fee Changes

PURPOSE AND ACTION REQUESTED: The Parks and Recreation Board and City Staff are bringing forward the Lake Forest Recreation Department fee changes, including Fitness Center fees and Lakefront fees for fiscal year 2023. The Park and Recreation Board has approved the fee schedule on October 19, 2021 and request that the proposed FY2023 fee structure be forwarded to City Council for approval as presented.

BACKGROUND/DISCUSSION: Attached is the proposed fee structure for the fitness center and Lakefront fee changes for FY2023.

Fitness Center Fee Changes:

Staff have analyzed several factors including membership trends, and surrounding facilities fees while putting together the fees schedule. The Fitness Center's memberships fluctuate considerably throughout the year. As a result, staff takes a conservative approach for revenue growth by assuming membership levels will remain the same throughout the year based on membership totals in September. City Staff are recommending the following:

Fitness Center Fees: Staff are recommending to Increase all membership fees by an adjusted 3% for FY23 to cover increases to expenses to manage the Fitness Center. The 3% increase was taken over FY22 fees and then adjusted to be divisible by 12 months so that our registration software system can use the automatic monthly billing for all annual memberships. This adjustment to the increase will provide a consistent amount to be drawn each month providing our members a smooth and understandable transaction.

Lakefront Fee Changes:

Staff have analyzed several factors including usage trends and surrounding community's lakefront fees while putting together the fees schedule. Staff are recommending an increase to most fees allowing us to remain competitive with other lakefronts. The fee increases are based on actual usage as of September.

Lakefront Fees: Staff is recommending to increase the Lakefront permit fees by 3% for FY2023 with a few exceptions; nanny/caregiver parking pass (\$85), resident guest daily pass (\$15), non-resident beach access fee (\$25) and non-resident daily boat launch fee (\$65). The 3% increase

was taken over FY22 approved fees. Due to the closures over the past several years' staff have either refunded fees or not raised fees during that time and now that we are fully operational again staff feel a 3% increase is necessary to help cover increases in expenses to operate the facility.

BUDGET/FISCAL IMPACT: Staff anticipates a positive revenue differential of \$3,221 over FY22 budgeted fees with the 3% increase to the Fitness Center fees. Also, staff anticipate an increase of \$3,380 over FY22 budgeted fees for the Lakefront Permit fees. The revenue increases are based upon actual usage from September 2021 and will fluctuate with FY23 usage.

RECOMMENDED CITY COUNCIL ACTION: The Parks and Recreation Board and City Staff are bringing forward the Lake Forest Recreation Department fee changes, including Fitness Center fees and Lakefront permit fees for fiscal year 2023.



November 24, 2021

Mayor Pandaleon
The City of Lake Forest
220 E. Deerpath Rd.
Lake Forest, IL 60045

Dear Mayor Pandaleon,

Lake Forest College Athletics requests approval from the City Council for a bond waiver for our Lake Forest College Athletics Cash Raffle permit. We have been holding the raffle for approximately 16 years. This year the value of the raffle is \$5,000 in cash and approximately 4,400 tickets will be sold.

Thank you for your consideration.

Sincerely,

Chris Pier

Chris Pier
Associate Athletic Director – Budget & Compliance



Mr. Jason Wicha
City Manager
City of Lake Forest
800 North Field Drive
Lake Forest, Illinois 60045

November 15, 2021

Mr. Wicha,

On behalf of The Ferguson Group, LLC (TFG), I want to express our appreciation for the opportunity to provide grant services to the City of Lake Forest, Illinois. We are excited to continue our partnership. This contract renewal agreement provides the objectives and terms of TFG's Grant Services for the City of Lake Forest in 2022.

Proposed Scope of Work

TFG will provide Tier 2 Grant Retainer Services to the City of Lake Forest. Services include:

- A dedicated grants expert
- Weekly grants updates and alerts
- Access to TFG's library of Funding Guides and Grant Profiles
- Access to TFG's Successful Grant Application Database
- Preparing five custom, project specific grant research and funding strategies
- Conducting an annual comprehensive grant needs assessment and strategic grant outlook

See attached Overview of Grant Services for additional details on services provided.

Terms of Agreement

Monthly Retainer

TFG will be compensated through a monthly retainer of \$2,000 for services rendered during 2022, commencing January 1, 2022 and extending through December 31, 2022. Either the City of Lake Forest or TFG may terminate this agreement at any time by giving the other party at least thirty (30) days' notice, in writing, of such termination.

Additional Services

TFG's Grant Retainer model is structured to allow for changes to be made throughout our partnership. As a retainer client, Lake Forest can engage with TFG either on an hourly rate or through a lump sum fee for additional services requested beyond the Tier 2 Scope of Work. Add-on services the City of Lake Forest may request include grant writing, grant advocacy, grant editing and review, and grant training. Should Lake Forest

determine a different Tier of services is preferential, TFG will work with City staff to amend the agreement and ensure all needs are being met. Additional fees in this regard will be based on the pricing included in the attached TFG Grants Overview document. TFG will provide a cost proposal for all additional services that is tailored to the City's needs.

If the assistance of TFG's professional advocacy staff is required, outside the scope of grant services, standard hourly fees for such services shall apply and such services will be clearly delineated in the cost estimate for each project.

Expenses

TFG fees include all direct labor, overhead (including general and administrative expenses), other direct costs, subcontractor costs, fixed fees, miscellaneous incidental services, and all applicable taxes. While the TFG Grants Team usually works electronically, if a client prefers an on-site meeting, travel time and estimated expenses will be billed in advance.

We are grateful for the opportunity to continue our partnership with the City of Lake Forest, and we look forward to a productive year ahead. If the terms of this letter of agreement are acceptable, please sign and return one copy to us at your earliest convenience.

Sincerely,

W. Roger Gwinn



CEO

ACKNOWLEDGED AND AGREED TO BY:



The Ferguson Group, LLC
W. Roger Gwinn, CEO

City of Lake Forest, IL
Jason Wicha, City Manager

11/15/2021

Date

Date

TFG Grants



TFG Grants Overview

For over 38 years, TFG has led the way in the federal, state, and private grant space. We offer a full suite of grant support services, providing our clients a competitive advantage in securing highly sought-after grant dollars. We specialize in representing public and private entities who share our passion for building strong and vibrant communities. Competitive grants and loans provide cities, counties, special districts, and other public agencies, as well as institutions of higher learning, hospitals, and non-profit organizations, with the opportunity to substantially enhance local resources. Since 2015, TFG has helped our clients secure nearly \$1 billion in competitive federal, state, and foundation grants, loans, and funding.

TFG Grant Services for the City of Lake Forest

TFG will provide the following services to the City of Lake Forest. Services marked with an orange checkmark are included in the Tier 2 retainer pricing for Lake Forest. All other services described can be obtained as add-on services at a discounted hourly rate or lump sum fee listed at the end of this document.

✓ **Dedicated Grants Expert/Team**

Lake Forest has been assigned a dedicated grants expert to serve as a liaison to its staff. This expert will help navigate the complex grant world to ensure the most efficient and effective use of staff time when pursuing grants.

✓ **Grants Alerts and Weekly Grants Updates**

Lake Forest will receive customized alerts for relevant grant opportunities, as they are solicited. For high priority grants or those with a short turnaround, TFG will attempt to notify the City of opportunities prior to solicitation. Additionally, each Friday, Lake Forest will receive TFG's Weekly Grants Update that provides a recap of grant solicitations that were published that week to ensure you do not miss any funding opportunities.

✓ **Database of Successful Grant Applications**

Lake Forest will have access to TFG's database of over 600 successful grant applications from a variety of programs to help inspire and guide the preparation of your successful grant submissions.

✓ **Library of Grant Funding Guides and Grant Profiles**

Lake Forest will have access to TFG’s Library of Grant Funding Guides. Each Funding Guide provides an overview of popular grant programs and relevant information such funding level, match requirements, eligible applicants, and use of funds in a specific issue area. Our library includes guides covering a wide array of topics such as:

- Law Enforcement
- Mental Health and Substance Abuse
- Habitat Conservation
- Homelessness
- Fire Departments
- Parks and Recreation
- Broadband
- Libraries and Museums
- Water and Wastewater
- Transportation
- Economic and Community Development
- Rural Communities
- Opioid Abuse
- Coronavirus and COVID-19
- Clean Energy and Technology
- Smart Vehicles

TFG’s Grants Library also includes a robust database of grant profiles and summaries that provide the key information you need to match a program with your needs and build a winning grant proposal. We present the information included in the grant solicitation in an easy-to-follow manner and augment it with additional background information on the program and the types of projects it has funded in the past.

✓ **Custom Project Specific Grant Research and Funding Strategy**

TFG will directly work with Lake Forest to conduct project specific grant research on the federal, state, and foundation levels and will create a customized funding strategy geared to support your project. We will provide you with relevant grant information, as well as recommendations on funding opportunities to target, that is specifically tailored to your project and your community. Our grants research will not only look at open, available programs, but will also focus on grant programs expected to be released in the future, helping you to stay “ahead of the game” and be prepared.

✓ **Needs Assessments and Strategic Grant Outlook**

TFG will meet with Lake Forest staff to discuss ongoing projects, primary issue areas, and future needs that may benefit from grant funding. These meetings can either be conducted virtually or, if you prefer, in-person. Based on our team’s knowledge and experience, we will closely identify, forecast, and monitor relevant funding opportunities that meet your specific needs. The Strategic Grant Outlook will allow staff to know what is on the horizon and be prepared when a notice of funding availability is announced.

Grant Writing

Preparing winning grant proposals takes time, skill, and knowledge. Lake Forest has the option to access TFG’s experienced grant writers to take the City’s grant project idea from the start of the application to submission. From filling out federal forms to crafting a persuasive and compelling grant narrative and corresponding budgets, TFG will ensure that the City will have submitted a complete and competitive application on time.

Grant Editing and Review

Lake Forest can access TFG experts to edit and review City written grant proposals to improve chances of securing funding. TFG staff will expertly review your application against the funder’s requirements, suggest content edits, and provide recommendations on how to improve your narrative before you submit.

Grant Debriefs

Grant debriefs are important, especially if it turns out that your application didn't get funded. TFG staff will help guide you through the grant debrief process and set up consultation with the funding agency to put your next applications in the best position to effectively compete in future solicitations.

Grants Advocacy

TFG helps secure congressional support, including support letters, and backing from strategic partners, to bolster grant applications. Federal grants are highly competitive and, more often than not, broad support for a project application can make the difference between a winning application and a highly ranked application that does not make the final list of awardees.

Grants Training

Our grants training is focused on building capacity, helping position the City for success in the often-complex grant process. TFG can train your staff on grant application processes and help improve the quality of grant proposals. We can provide training on a one-one-basis or through larger workshops dependent on your needs. TFG also has established partnerships with other grant training professionals that specialize in post-award management who can be accessed to support grant management training needs.

Grant Pricing for the City of Lake Forest

TFG's Grant Services Retainer offers Lake Forest the flexibility in the level of service you would like to receive. The table below outlines the services TFG can provide to the City on a monthly basis. As a retainer client, the City will have at its disposal TFG's diverse complement of staff experts without any worry about getting unexpected bills.

The City has agreed to Tier 2 retainer service with the option of discounted add-on services. Should Lake Forest need a different combination of services, TFG will work with the City to amend the retainer and create one that best fits your needs.

	Tier 1 (\$1,000/month)	Tier 2 (\$2,000/month)	Tier 3 (\$5,000/month)
Dedicated Grants Expert/Team	✓	✓	✓
Weekly Grants Update and Alerts	✓	✓	✓
Library of Funding Guides and Grant Profiles	Unlimited	Unlimited	Unlimited
Access to Successful Grant Application Database	✓	✓	✓
Custom Project Specific Grant Research and Funding Strategy	3 projects	5 projects	Unlimited

Grant Writing	15% discount	15% discount	15% discount
Needs Assessment and Strategic Grant Outlook		✓	✓
Grants Advocacy			✓
Grant Editing and Review			✓
Grants Training			✓

Service Add-Ons

TFG believes in offering flexibility to our clients. As a retainer client, Lake Forest can engage with TFG on an hourly rate, or lump sum fee, for additional services requested beyond the Tier 2 scope. TFG's discounted hourly rate is \$150/hour. Add-on services the City of Lake Forest may request includes: grant writing, grant advocacy, grant editing and review, and grant training.

Grant Writing – As Needed, Per Grant

To provide greater transparency in the cost of grant writing services, TFG has created the grant writing service fee table below, which provides the average cost for grant writing services based on the narrative page limitations imposed in the grant application. Grant applications vary widely with respect to complexity and level of effort required to complete them. If you are interested in securing these services, TFG will provide you with a tailored cost proposal that reflects the level of effort required to draft the narrative and non-narrative elements such as forms, budgets, logic models and Benefit-Cost Analysis. Exceptions do occur based on the complexity of the grant, but we work hard to keep costs in line with the pricing guidelines outlined below.

Workload (low to high)	Type of Grant	Narrative Page Length	Approximate Average Cost	15% Discount Cost
Level 1	Small, well defined request	6-10	\$5,000	\$4,250
Level 2	Small, full grant application	11-15	\$9,500	\$8,075
Level 3	Medium, full grant application	16-20	\$14,500	\$12,375
Level 4	Large state or national foundation or medium federal grant	21-25	\$18,000	\$15,300
Level 5	Large federal grant application	26-30	\$21,000	\$17,850

Last minute emergency grant writing requests are subject to a 15% markup.

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2022 (the “**Effective Date**”), by and between the City of Lake Forest, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

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

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

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

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

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

SECTION 1 SCOPE OF SERVICES

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

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

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

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

SECTION 2 PERFORMANCE OF WORK

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

SECTION 3 RELATIONSHIP OF PARTIES

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

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

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

SECTION 4 PAYMENT TO THE CONSULTANT

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

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

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

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

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

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

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

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for **one (1) year** (the "**Initial Term**").

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

SECTION 6 TERMINATION OF CONTRACT

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

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

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

SECTION 7

CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“*Consultant Personnel*”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

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

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

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

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

SECTION 8

ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

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

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

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

(c) A telephone line and phone to originate and receive outside calls;

(d) A network connection with adequate speed and access to the Internet;

(e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and

(f) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

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

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

SECTION 9

CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

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

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

parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

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

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

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

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

court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

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

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10 LIMITATION OF LIABILITY

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

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

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

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

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

SECTION 12 GENERAL PROVISIONS

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

remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

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

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the “**Applicable Regulations**”)) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

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

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

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

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

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will

promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Municipality: City of Lake Forest
 Brian Joyce
 800 N Field Dr
 Lake Forest, IL 60045

Attention: Brian Joyce
E-mail: joyceb@cityoflakeforest.com

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

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

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

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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

ATTEST:

CITY OF LAKE FOREST

By: _____
Name: Margaret Boyer
Its: City Clerk

By: _____
Name: George Pandaleon
Its: Mayor

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

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

By: Thomas A. Thomey
Name: Thomas A. Thomey
Its: President and General Manager

Attachment 1

Statement of Work to GIS Consortium Service Provider Contract

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

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

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

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

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

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

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

A. The Site Analyst provides the daily operation, maintenance, and support of the program for the Municipality, either physically on-site or remotely (as reasonably determined by the Consultant after consultation with the Municipality with respect to its need). The Site Analyst is responsible for database management and data quality, map and product development, user training and help-desk, project identification and program documentation.

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

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

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

4) Projected Utilization and Service Rates. The service rates set forth below are based on, among other things, the negotiated annual projected utilization of all GISC members. The Consultant shall negotiate annually with the Board of Directors (the “**Board**”) of GISC to adjust the annual projected utilization and service rates for the members of GISC. It is anticipated that the Consultant will submit its proposed annual projected utilization and service rates (the “**Proposal**”) to the Board for approval every year on or about July 31st. Upon the Board’s approval of the Proposal, the annual projected utilization and service rates shall become binding on the Municipality and incorporated into this Contract by reference, which shall automatically become effective on January 1st and remain in effect for the remainder of such calendar year. The approved annual projected utilization and the service rates will be promptly distributed by the Board or the Consultant to the Municipality. Notwithstanding the foregoing, in the event the Board, for any reason whatsoever (including the Board being disbanded) does not approve the Proposal, the Consultant may submit its proposed annual projected utilization and service rates directly to the Municipality by no later than October 1st, and upon written approval by the Municipality shall become effective on January 1st. Consultant agrees that, each year, the new aggregate annual contract value for the Municipality will not exceed the greater of (i) cost-of-living adjustments based on the CPI¹ measured as of the most recent CPI number available prior to submitting the Proposal, or (ii) 3%. The GISC service and projected utilization rates set forth below are effective as of the Effective Date until December 31 of such calendar year:

A. Projected Utilization

1. 1,648 hours of Site Analyst
2. 321 hours of Shared Analyst
3. 165 hours of Client Account Manager
4. 78 hours of Manager

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

B. Service Rates

1. \$94.11 per hour for Site Analyst
2. \$94.11 per hour for Shared Analyst
3. \$111.44 per hour for Client Account Manager
4. \$135.34 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$214,246.00.

Total Not-to-Exceed Amount for Services (Figures): Two Hundred Fourteen Thousand Two Hundred Forty Six Dollars and No Cents.

Attachment 2

To GIS Consortium Service Provider Contract

Insurance

Consultant's Insurance

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

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

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.

2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.

3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').

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

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

2. **Business Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. **Workers' Compensation and Employers' Liability:** Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

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

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

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

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

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

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

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

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

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

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

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

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

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
STORMWATER CAPITAL IMPROVEMENT PROGRAM (DCEO-STOCIP)
INTERGOVERNMENTAL AGREEMENT
between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
AND THE
CITY OF LAKE FOREST
FOR THE
BURR OAK STORMWATER DETENTION/STORM SEWER PROJECT

This is an agreement by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (herein referred to as **SMC**), 500 West Winchester Road, Libertyville, Illinois 60048 and The City of Lake Forest, IL (herein referred to as Local Sponsor), 800 NORTH FIELD DRIVE, LAKE FOREST, IL 60045.

ARTICLE I
AWARD AND SMC/LOCAL SPONSOR – SPECIFIC PROJECT INFORMATION

1.1 Purpose. The DCEO-STOCIP Program primary role is to assist in implementing regional stormwater infrastructure projects to resolve multi-jurisdictional drainage and flooding-related problems discovered through interactions of SMC personnel with the public, local governments, and other project partners. Projects will be consistent with the program requirements set forth by DCEO and the SMC DCEO-STOCIP Policies and Procedures and this document. The intent of DCEO-STOCIP is to resolve major flooding problems through the allocation of capital infrastructure funding across Lake County's four major watersheds: the Fox River, Des Plaines River, North Branch Chicago River, and Lake Michigan. Over the life of the program the funding distribution will take into account the equalized assessed valuation (EAV) of the property within each major watershed; while utilizing the CMAP Principles of Inclusive Growth, Resilience, and Prioritized Investment with regard to distribution to local government and political jurisdictions; and give consideration of the SMC Enhanced Environmental Justice areas.

1.2 Project Description. The Burr Oak Stormwater Detention/Storm Sewer Project (PROJECT) is located in downtown Lake Forest (refer to Exhibit 1). The PROJECT scope consists of installation of new stormsewer and an underground detention system. Along with this will include the repair, and replacement of roadway drainage structures as depicted on the Concept Plan (refer to Exhibit 2).

1.3 Amount of Award. Through this Agreement, SMC agrees to reimburse eligible project expenses in an amount not to exceed \$2,750,000.00 from the Illinois Department of Commerce and Economic Opportunity (DCEO) Grant for implementation of the PROJECT.

1.4 Required Project Expense Match. A Project Expense Match (PEM) of \$314,036.00 will be paid from the Local Sponsor to support SMC administrative and engineering services. The PEM amount is based on the award amount, and the calculated PEM is based on the SMC-approved DCEO-STOCIP POLICIES AND PROCEDURES. The PEM shall be paid to SMC by November 30, 2022.

1.5 Project Management and Responsibilities for Project. Program management and assigned responsibilities for all PROJECT phases is detailed in the Scope of Work Tasks set forth on Attachment A and incorporated herein. The Local Sponsor is the Project Manager for the PROJECT.

1.6 Project Budget and Expense Responsibilities. PROJECT expense responsibilities for all Scope of Work Tasks (Attachment A) specified in the Project Budget in accordance with DCEO Capital Budget Line Item Categories as set forth in Attachment B and incorporated herein.

1.7 Project Schedule. The Project Schedule associated with all Scope of Work Tasks (Attachment A) is specified on Attachment C and incorporated herein.

ARTICLE II
PURPOSE FOR GRANT/FLOOD MITIGATION BENEFITS

2.0 Purpose for Grant and Flood Mitigation Benefits. The Burr Oak Stormwater Detention/Storm Sewer Project was originally identified as a high priority project by The City of Lake Forest in 2013 following the completion of a City-wide stormwater drainage analysis. Analysis and modeling revealed the project area's existing storm sewer

system as a two-year design capacity. Out of six stormwater projects identified in the study update, the Burr Oak Project ranked highest in properties benefitting from both a completed project and overall lowest project cost per property. This information lead the Lake Forest City Council to identify the project as its overall highest priority storm sewer project. The completed project will benefit over 340 residential properties and individual condominium dwelling units that experience a mix of basement flooding, building lobby flooding, yard flooding, garage flooding, and parking lot flooding. The project will also benefit ten businesses along N Western who have experienced disruptions in regular day-to-day operations due to flooding. Lastly, the project will benefit six total roadways that experience street flooding including N Western Ave, which is considered a major roadway in Lake Forest. Implementation of this PROJECT would provide flood mitigation benefits for the properties, businesses, and roadways as shown in the damage analysis table below.

<i>Project Name</i> <i>Watershed: Fox, DP, NB ,LM</i>	<i>Damage Type</i>	<i>#</i> <i>Affected</i>	<i>Frequency of</i> <i>Occurrence</i> <i>(Previous 10</i> <i>Years)</i>	<i>Weight</i> <i>Factor</i>	<i>Category</i> <i>Score</i>
Lake Forest - Burr Oak Stormwater Detention/Storm Sewer Project	Primary Property Damage	104	10	10	10400
LM	Disruption of Business/Revenue	10	20	5	1000
	Secondary Property Damage	224	20	3	13440
	Primary Road Damage	1	10	30	300
	Secondary Road Damage	5	20	10	1000
	Nuisance Flooding	19	34	1	646
	Project Damage Point Score				26786

ARTICLE III SMC TERMS AND CONDITIONS

3.1 Regulatory Compliance. The PROJECT shall comply with the Watershed Development Ordinance (WDO), and all regulations, laws, and statutes. All necessary permits shall be secured prior to the implementation of the PROJECT. Work within public road rights-of-way shall not be performed without appropriate permits or authorization from the jurisdictional Road Authority.

3.2 National Flood Insurance Program (NFIP). Local Sponsor shall be a member and in good standing with the NFIP and comply with SMC policies

3.3 Landowner Agreements. The Local Sponsor shall enter into appropriate legally binding arrangements to ensure that the land rights necessary for operation and maintenance procedures are possible in perpetuity for the PROJECT. All easements must be obtained prior to the start of construction. Deed or plat restrictions necessary to construct and maintain the PROJECT shall be provided; cost may not be included in the PROJECT Budget (Attachment B), although the value of the PROJECT land rights may be added to the overall PROJECT cost. PROJECTS must be located on real property in which the Local Sponsor have interest evidenced by valid title or easement, extending in perpetuity. DCEO-STOCIP funding shall not pay for any easements or deed or plat restrictions, necessary to implement the PROJECT on property that is benefiting from the PROJECT.

3.4 Operation and Maintenance Plan. The Project Manager, as specified in Paragraph 1.5, shall develop an Operation and Maintenance Plan (O & M Plan) for the PROJECT implemented under this Agreement to ensure its long-term viability. The O & M Plan shall include annual inspections and appropriate maintenance activities and shall be provided along with the project final report as described in Paragraph 3.7 below. The O & M Plan shall identify the financial resources necessary for the implementation of the O & M Plan. Local Sponsor shall have the responsibility for maintenance of the PROJECT in perpetuity. O & M costs incurred that are not included in DCEO-10 or occur after the terms specified in 6.1 are not eligible for reimbursement.

3.5 PROJECT Implementation. Only Project Expenses specified in Attachment B, after the date of this Agreement and after DCEO approval and execution of the project Agreement can be reimbursed. Modifications to the Scope of Work Tasks on Attachment A and Project Schedule on Attachment C must be approved in writing by SMC.

3.6 PROJECT Coordination. The Project Manager, as specified in Paragraph 1.5, shall provide PROJECT coordination and progress briefings prior to the final reimbursement request. The dates and locations of these briefings will be specified by SMC in consultation with the Local Sponsor during the course of the PROJECT. Quarterly PROJECT Performance and Financial reports shall be created by the PROJECT manager for DCEO and copied to the Local Sponsor and SMC, based on DCEO reporting requirements, showing the progress of PROJECT implementation and financial summary for each Task/Phase of the PROJECT in accordance with the Project Schedule (Attachment C). Reports shall be shared via email by the 15th of January, April, July, and October, for the preceding calendar quarter throughout the Agreement period.

3.7 PROJECT Evaluation and Report. The Project Manager, as specified in Paragraph 1.5, shall provide a final report consisting of the following: an introduction; PROJECT description including pre- and post-conditions, methods of PROJECT installation; a summary of the bid quantities installed; and a PROJECT cost summary. Attachments to the final report shall include a location map; the approved as-built plan, Operations and Maintenance Plan, photographic documentation of pre-project, during construction and final conditions; copies of all required permits; and invoices and/or cost documentation for all PROJECT work. Report requirements are subject to change based on guidance from DCEO. SMC will provide the Local Sponsor with a DCEO approved template for the final report and will provide the Local Sponsor assistance in completing the final report if needed.

3.8 PROJECT Audit. SMC may audit any PROJECT for completeness of DCEO-STOCIP funded work products or deliverables, adherence to agreed schedules or extensions, and appropriateness of DCEO-STOCIP fund expenditures. Incomplete work products or deliverables, delays or beyond agreed deadlines may result in forfeiture of grant funding pursuant to the executed PROJECT agreement or a determination of ineligibility for the Local Sponsor, its authorized agents, representatives, and assigns to apply for future grants.

ARTICLE IV

DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO) TERMS AND CONDITIONS

This Article describes Terms and Conditions required by DCEO ("Grantor" for purposes of this Article) for Intergovernmental Agreements between SMC and Local Sponsor.

4.1 Subawards. SMC and Local Sponsor must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All Local Sponsors are also subject to certification and disclosure, as required by the final grant agreement from DCEO. Pursuant to Appendix II(I) to 2 CFR Part 200, SMC shall forward all disclosures by contractors regarding this certification to Grantor.

4.2 Records Retention. SMC and Local Sponsor shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

4.3 Accessibility of Records. SMC and Local Sponsor, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. SMC and Local Sponsor shall cooperate fully in any such audit or inquiry.

4.4 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

4.5 Local Sponsors/Delegation. SMC may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or Local Sponsor has been identified in the Uniform Grant Application to the Grantor, such as, without limitation, a PROJECT Description, and Grantor has approved.

4.6 Application of Terms. SMC shall advise any Local Sponsor of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of the final grant Agreement from DCEO. In all agreements between SMC and its Local Sponsor, SMC requires that all Local Sponsor adhere to the terms of the final grant Agreement from DCEO.

4.7 Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The SMC and Local Sponsor must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the SMC and Local Sponsor involving transactions relating to this Award.

4.8 Cooperation with Audits and Inquiries, Confidentiality. Pursuant to Article IV, above, the SMC and Local Sponsor is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the SMC and Local Sponsor to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those SMC and Local Sponsor personnel who are necessary to support the SMC's and Local Sponsor(s') response to the audit or inquiry. This confidentiality requirement shall not limit SMC's and Local Sponsor(s') right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the SMC and Local Sponsor, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the SMC and Local Sponsor shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the SMC and Local Sponsor with the confidentiality requirement.

4.9 Lobbying - Improper Influence. SMC and Local Sponsor certify that no Grant Funds have been paid or will be paid by or on behalf of the SMC and Local Sponsor to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, SMC and Local Sponsor certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

4.10 Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

4.11 Lobbying Costs. SMC and Local Sponsor certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

4.12 Procurement Lobbying. SMC and Local Sponsor warrants and certifies that it and, to the best of its knowledge, its Local Sponsor have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits SMC, Local Sponsor, contractors, and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

4.13 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

4.14 Additional Terms and Conditions. Local Sponsor agrees to abide by DCEO Terms and Conditions of this Agreement and also agrees that it is subject to certification and disclosure set forth herein and will execute all documents necessary for compliance with the final grant Agreement from DCEO. Local Sponsor agrees that it will require all Contractors and Subcontractors shall abide by DCEO Terms and Conditions. Local Sponsor will obtain from any Contractor or Subcontractor all required certification and disclosures prior to awarding any contract and

will immediately forward such to SMC. Local Sponsor agrees that it will obtain any documents required under DCEO Terms and Conditions and will timely forward a copy to SMC. Local Sponsor understands and agrees that their failure to comply with the requirements of DCEO Terms and Conditions may impact reimbursement for the PROJECT; and if Local Sponsor(s') failure to comply with DCEO Terms and Conditions decreases available funding, the Local Sponsor will not seek reimbursement for ineligible PROJECT costs from SMC.

ARTICLE V PROCUREMENT GOALS

5.1 Prevailing Wage Act (820 ILCS 130/0.01 et seq.). All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the project, the SMC and Local Sponsor shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

5.2 Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.). If an entity receives state funds for construction related activities, the entity must employ at least 90% Illinois laborers on such projects during periods of excessive unemployment in Illinois.

5.3 Public Act 96-1064 - Business Enterprise Program. Public Act 96-1064 mandates that each award by grant or loan of State funds of \$250,000 or more for capital construction costs or professional services is conditioned upon the recipient's written certification that the recipient shall comply with the business enterprise program practices for minority-owned businesses, female-owned business, and businesses owned by persons with disabilities of the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575/0.01 et seq.) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105).

5.4 Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the SMC and Local Sponsor will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. SMC must submit a Budget Supplement Form (available on the DCEO website) to the Grantor within ninety (90) days of the execution of a Grant Award (Agreement). The goal of the Illinois Works Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. SMC is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The SMC must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

ARTICLE VI COMPENSATION

6.1 Term of IGA. Pursuant to the DCEO Grant agreement and the Terms and Conditions herein, this IGA begins on July 1, 2021 and extends through July 1, 2023 however extensions up to one year can be requested subject to DCEO/SMC approval. Under no circumstances, can the project completion date be extended beyond July 1, 2026. Project expenses cannot be submitted for reimbursement from DCEO which are incurred after the grant agreement completion date.

6.2 Availability of Grant Appropriation. Funding for the PROJECT is contingent upon execution of the funding award by DCEO and SMC. Pursuant to the DCEO Grant agreement and the Terms and Conditions herein, DCEO funding shall reimburse eligible PROJECT Expenses incurred by either the Local Sponsor or SMC, up to a NOT TO EXCEED value of \$2,750,000.00. PROJECT expenses that exceed \$2,750,000.00 are not reimbursable and shall be paid by the Local Sponsor.

6.3 Completion of PROJECT Activities. The Parties shall conduct the Project Activities or provide the services as described in the Exhibits and attachments, including Attachment A (Scope of Work Tasks) and Attachment B (Project Expenses) and within the time period outlined in the Project Schedule (Attachment C), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules.

6.4 PROJECT Payments. Project payments for the successful completion of PROJECT ACTIVITIES, shall be paid for pursuant to applicable policies and statutes. The Local Sponsor shall be responsible for making payments to their contractor and shall apply for reimbursement for eligible project expenses to the SMC.

6.5 PROJECT Payment Reimbursement. Reimbursement for project payments is subject to the PROJECT, Local Sponsor, Contractor and Subcontractors, and SMC's adherence to the DCEO Terms and Conditions, of Article IV of this Agreement. Reimbursement requests follow the calendar quarterly Performance and Financial reporting requirements above as the 15th of January, April, July, and October, throughout the Agreement period. Local Sponsor must submit any payment request to SMC within fifteen (15) days after the end of the calendar quarter. In all circumstances project contractual obligations shall not be executed after 12/31/2024 and all projects shall be completed and fully paid out by 12/31/2026.

ARTICLE VII MISCELLANEOUS

7.1 Gift Ban. SMC and Local Sponsor are prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

7.2 Exhibits and Attachments. Attachment A through C and all other exhibits and attachments hereto are incorporated herein in their entirety.

7.3 Assignment Prohibited. Local Sponsor acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Local Sponsor, to include an assignment of Local Sponsor's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Local Sponsor without the Prior Approval of SMC in writing shall render this Agreement null, void and of no further effect.

7.4 Amendments. This Agreement may be modified or amended during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties, provided the amendments comply with the final grant agreement with DCEO.

7.5 Severability. If any provision of the Agreement is declared invalid, its other provisions shall not be affected thereby.

7.6 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against SMC arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. SMC does not waive sovereign immunity by entering into this Agreement.

7.7 Compliance with Law. This Agreement and SMC's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

7.8 Compliance with Freedom of Information Act. SMC and Local Sponsor are subject to compliance with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

7.9 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.10 Entire Agreement. SMC and Local Sponsor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either SMC or Local Sponsor.

7.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

ARTICLE VIII
NOTICES

8.1 Notices. All notices required or permitted hereunder shall be in writing, and delivered either personally or by certified or registered mail, return receipt requested, to the following addresses or sent by electronic mail ("e-mail") to the following contact addresses:

If to Local Sponsor contact:

Byron Kutz, Superintendent of Engineering
The City of Lake Forest
800 North Field Drive, Lake Forest, IL 60045
847-810-3555
Email: kutzb@cityoflakeforest.com

If to SMC contact:

Michael Prusila, Planning Supervisor
Lake County Stormwater Management Commission
500 W. Winchester Road
Libertyville, IL 60048
Phone: 847-377-7713
Email: mprusila@lakecountyil.gov

Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOCAL SPONSOR

Jason Wicha, City Manager
The City of Lake Forest

Date

STORMWATER MANAGEMENT COMMISSION:

Kurt Woolford, Executive Director
Lake County Stormwater Management Commission

Date

PROJECT LOCATION

-



Exhibit 2
Burr Oak Stormwater Detention/Storm Sewer Project

BACKGROUND & PROJECT BENEFITS

- Originally identified as a high priority project by the City in 2013 following the completion of a City-wide stormwater drainage analysis completed by Baxter & Woodman Consulting Engineers
- City study was updated in 2019 and project listed as the highest priority stormwater improvement project
- October, 2019 City approved of an engineering service agreement to have the project designed



Completed Project Benefits

Property Type	# Benefitting
Residential / Condo Dwellings	347
Businesses	10
Roadways	6



PROJECT OVERVIEW & FEATURES

Existing storm sewer system capacity upgrades



Installation of underground detention: StormTrap®



StormTrap® will improve overall water quality of the stormwater and will significantly improve stormwater flow control, which is ultimately discharged into a natural ravine system and subsequently, Lake Michigan

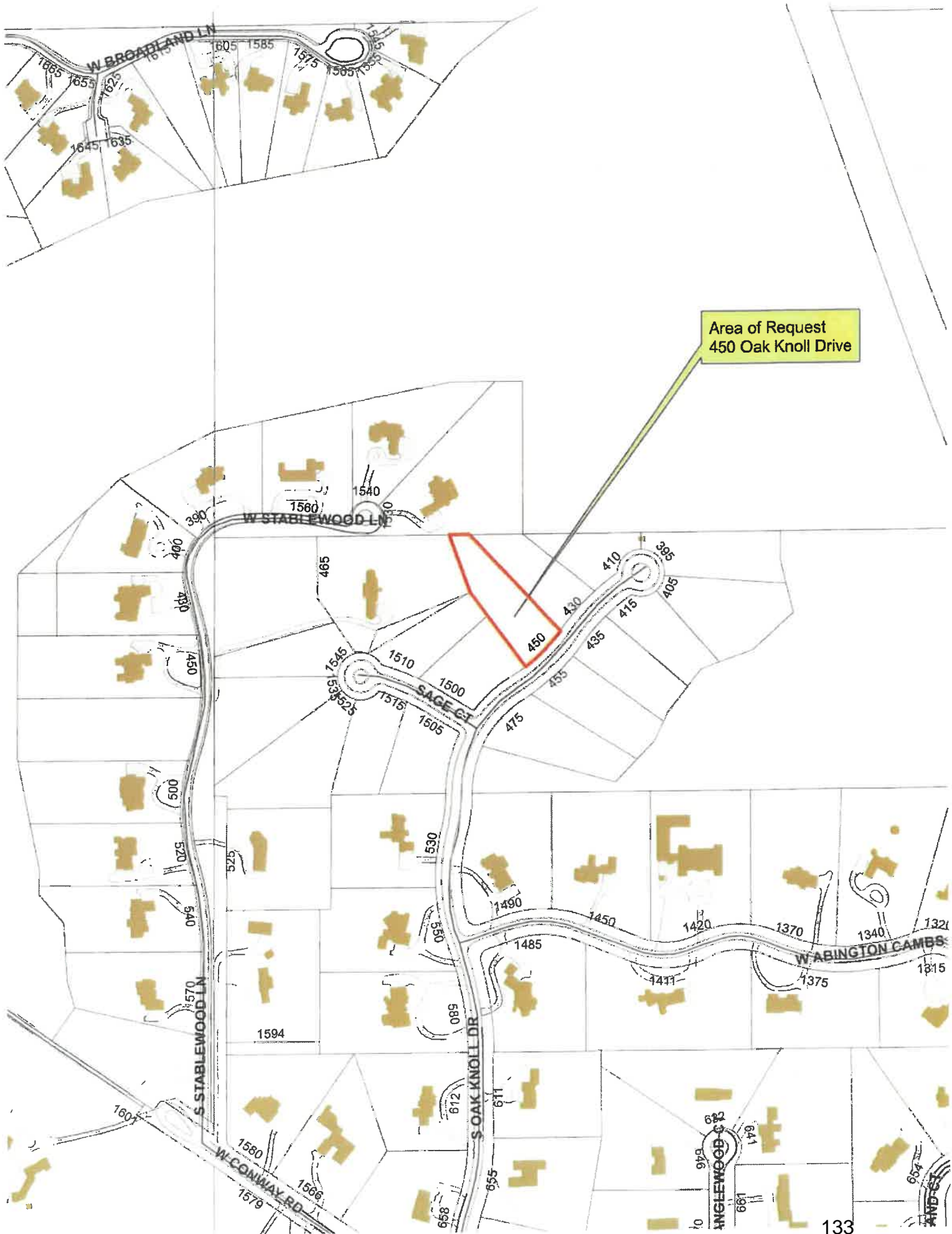


Attachment A	Assigned Responsibility (LS, SMC, Joint)	DCEO/SMC Attachment B Budget #
Lake Forest - Burr Oak Stormwater Detention/Storm Sewer Project - Scope of Work		
<u>Phase 1: Needs Analysis, Scope Development, Concept Plan and Preliminary Engineering</u>		
1. Establish need and scope	Local Sponsor	SMC-4
2. Initiate early coordination with stakeholders and alignment on the project scope	Local Sponsor	SMC-4
3. Create concept plan and estimate project concept cost	Local Sponsor	SMC-4
4. Determine land rights needs	Local Sponsor	SMC-4
5. Conduct field inventories, environmental assessments	Local Sponsor	DCEO-1
6. Outline permitting with Local, State and Federal Permitting Authorities	Local Sponsor	DCEO-1
7. Obtain preliminary agreement with local partners	Local Sponsor	SMC-4
8. Investigate Alternative Funding Sources	Local Sponsor	SMC-4
<u>Phase 2: Design, Permitting and Land Rights</u>		
1. Project design development	Local Sponsor	DCEO-1
2. Land survey and geotechnical investigation	Local Sponsor	DCEO-1
3. Carry out permit process to construction start - Municipal, County, Utilities, IDNR, IDOT, IEPA, USACE, FEMA	Local Sponsor	DCEO-1
4. Assess property needs, negotiate with landowners, complete land rights process	Local Sponsor	DCEO-2
5. Utility investigations and relocation plan	Local Sponsor	DCEO-1
6. Finalize local partner agreements	Local Sponsor	SMC-4
7. Finalize alternative funding sources	Local Sponsor	SMC-4
8. Complete final construction plans and bids docs	Local Sponsor	DCEO-1
<u>Phase 3: Construction Contract and Bid Docs, Advertising For Bids, Construction</u>		
1. Advertise for Bid/Vendors	Local Sponsor	DCEO-6
2. Conduct bid letting	Local Sponsor	DCEO-6
3. Contract Award	Local Sponsor	DCEO-6
4. Sureties/Bonds Setup	Local Sponsor	DCEO-6
5. Conduct pre-construction meeting	Local Sponsor	DCEO-6
6. Inspections/Construction oversight	Local Sponsor	DCEO-6
7. Traffic control/Utility Relocations	Local Sponsor	DCEO-6
8. Construction/Contract Management	Local Sponsor	DCEO-6
9. Construction Implementation	Contractor	DCEO-4,5,8,9,10,11
10. Construction Contract Maintenance Period	Joint	DCEO-6
11. Project Closeout	Joint	DCEO-6
<u>Phase 4: Post Construction Inspection, Maintenance, Operation and Upkeep</u>		
1. Annual Project Inspection	Local Sponsor	SMC-3
2. Inspection Report Recommended Maintenance Items	Local Sponsor	SMC-3
3. Implementation of Maintenance	Local Sponsor	SMC-3

Attachment B - Lake Forest - Burr Oak Stormwater Detention/Storm Sewer Project Budget			
DCEO Capital Budget Line Item Categories and Description: The below categories will need to be completed for both State funding (DCEO Grant) and non-State funding (local funds; other Grants, etc.) to complete the overall project.			
Item#		DCEO Expense	Local Sponsor Expense
DCEO-1	Design/Engineering - costs associated with creation of the project's architectural drawings; engineering studies and/or fees; etc., including costs of plans & specs and/or printing costs if specifically identified as such within the Scope of Work. This task includes permitting tasks and associated fees during the design process.	N/A	-
DCEO-2	Building Land Purchase - cost to purchase, either in whole or in part, a building, structural shell, condominium, land, and/or easement including, but not limited to: the net purchase price itself; closing costs charged to the buyer on the closing document; legal fees; etc.	N/A	-
DCEO-3	Wiring/Electrical - purchase of materials necessary for completion of the project scope such as: electrical wiring; conduit; outlets; switches; etc. including associated labor/installation costs, as identified within the Scope of Work.	N/A	-
DCEO-4	Equipment/Material/Labor - purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel; drywall; lumber; wiring; doors; windows; roofing; rock; etc. including labor/installation costs, as identified - within the Scope of Work.	\$2,000,000	-
DCEO-5	Paving/Concrete/Masonry - purchase of materials necessary for completion of the project scope such as bituminous pavement; concrete; rock; bricks; blocks; mortar; tuckpointing; etc. including associated labor/installation costs, as identified within the Scope of Work.	N/A	-
DCEO-6	Construction Management/Oversight - costs associated with managing the construction activities and/or overseeing all aspects of the construction project, either by contractor personnel or Grantee personnel, but limited to verifiable time working on this project.	N/A	-
DCEO-7	Mechanical System - purchase of materials necessary for completion of the project cope such as: HVAC; elevators; fire alarm, sprinkler, or ventilation systems; etc. including associated labor/installation costs, as identified within the Scope of Work.	N/A	-
DCEO-8	Excavation/Site Prep/Demo - costs associated with demolition of existing structures on the project site and/or preparation of the project site including excavation, etc. ahead of actual new construction/renovation activities.	\$500,000	-
DCEO-9	Plumbing - purchase of materials necessary for completion of the project scope such as: internal or external pipes for water, gas, and/or sewage; fixtures; etc. including associated labor/installation costs, as identified within the Scope of Work.	N/A	-
DCEO-10	Other Construction Expenses - costs that can't be easily broken out to or covered by other individual/specific Budgetary line items such as: landscaping; hauling; equipment rental; insurance; environmental fees; loan payments; etc. as identified within the Scope of Work.	N/A	-
DCEO-11	Contingency (10% Max) - coverage of potential cost overruns in any of the other utilized Grant Budget line items.	\$250,000	-
Additional Non-Reimbursable Project Expenditure Line Item Categories and Description			
SMC-1	Local Sponsor Project Expense Match Payment to SMC		\$314,036
SMC-2	Estimated Project Implementation and Construction Cost - Above Grant Award		\$2,307,229
SMC-3	Estimated Post Project Annual Operation, Inspection and Maintenance		TBD
SMC-4	Estimated Pre-Grant Project Expenses (Optional)		TBD
	Subtotals	\$2,750,000	\$2,621,265
	Total Project Expenses		\$5,371,265

ATTACHMENT C - Project SCHEDULE - Lake Forest - Burr Oak Stormwater Detention/Storm Sewer Project

			Pre-Grant Tasks																									
Phase	Task		Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23
Phase 1: Needs Analysis, Scope Development, Concept Plan and Preliminary Engineering																												
	1.1 Establish need and scope	X																										
	1.2 Initiate early coordination with stakeholders and alignment on the project scope	X																										
	1.3 Create concept plan and estimate project concept cost	X																										
	1.4 Determine land rights needs	X																										
	1.5 Conduct field inventories, environmental assessments	X																										
	1.6 Outline permitting with Local, State and Federal Permitting Authorities	X																										
	1.7 Obtain preliminary agreement with local partners	X																										
	1.8 Investigate Alternative Funding Sources	X																										
Phase 2: Design, Permitting and Land Rights																												
	2.1 Project design development	X																										
	2.2 Land survey and geotechnical investigation	X																										
	2.3 Carry out permit process to construction start - Municipal, County, Utilities, IDNR, IDOT, IEPA, USACE, FEMA																											
	2.4 Assess property needs, negotiate with landowners, complete land rights process	X																										
	2.5 Utility investigations and relocation plan	X																										
	2.6 Finalize local partner agreements																											
	2.7 Finalize alternative funding sources	X																										
	2.8 Complete final construction plans and bids docs	X																										
Phase 3: Construction Contract and Bid Docs, Advertising For Bids, Construction																												
	3.1 Advertise for Bid/Vendors	X																										
	3.2 Conduct bid letting	X																										
	3.3 Contract Award																											
	3.4 Sureties/Bonds Setup																											
	3.5 Conduct pre-construction meeting																											
	3.6 Inspections/Construction oversight																											
	3.7 Traffic control/Utility Relocations																											
	3.8 Construction/Contract Management																											
	3.9 Construction Implementation																											
	3.10 Construction Contract Maintenance Period																											
	3.11 Project Closeout																											
Phase 4: Post Construction Inspection, Maintenance, Operation and Upkeep																												
	4.1 Annual Project Inspection																											
	4.2 Inspection Report Recommended Maintenance Items																											
	4.3 Implementation of Maintenance																											
Key																												
	Tasks Completed/End Date																											
	Local Sponsor																											
	SMC																											
	Combined Team																											



THE CITY OF LAKE FOREST

ORDINANCE NO. 2021- ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 450 OAK KNOLL DRIVE

WHEREAS, Scott and Stephanie Bussan ("**Owners**") are the owners of that certain real property commonly known as 450 Oak Knoll Drive, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto (the "**Property**"); and

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

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

WHEREAS, the Owners desire to build a new residence, attached garage and make other site improvements including the installation of landscaping ("**Improvements**") as depicted on the site plan, architectural drawings and conceptual landscape plan attached hereto as **Group Exhibit B** ("**Plans**"); and

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

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on October 6, 2021; and

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

1. the Property is located within the R-4, Single Family Residence District under the City Code,

2. the Owners propose to construct the Improvements as depicted on the plans,
3. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with the recommended conditions and the Plans, will meet the design standards and requirements of Section 150.147 of the City Code,

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

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

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

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

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

SECTION THREE: Conditions on Approval. The approval granted pursuant to Section Two of this Ordinance shall be, and is hereby, conditioned upon and

limited by the following conditions, the violation of any of which shall, in the discretion of the Mayor and City Council, render void the approvals granted by this Ordinance:

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

shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

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

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

PASSED THIS __ DAY OF _____, 2021.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2021.

Mayor

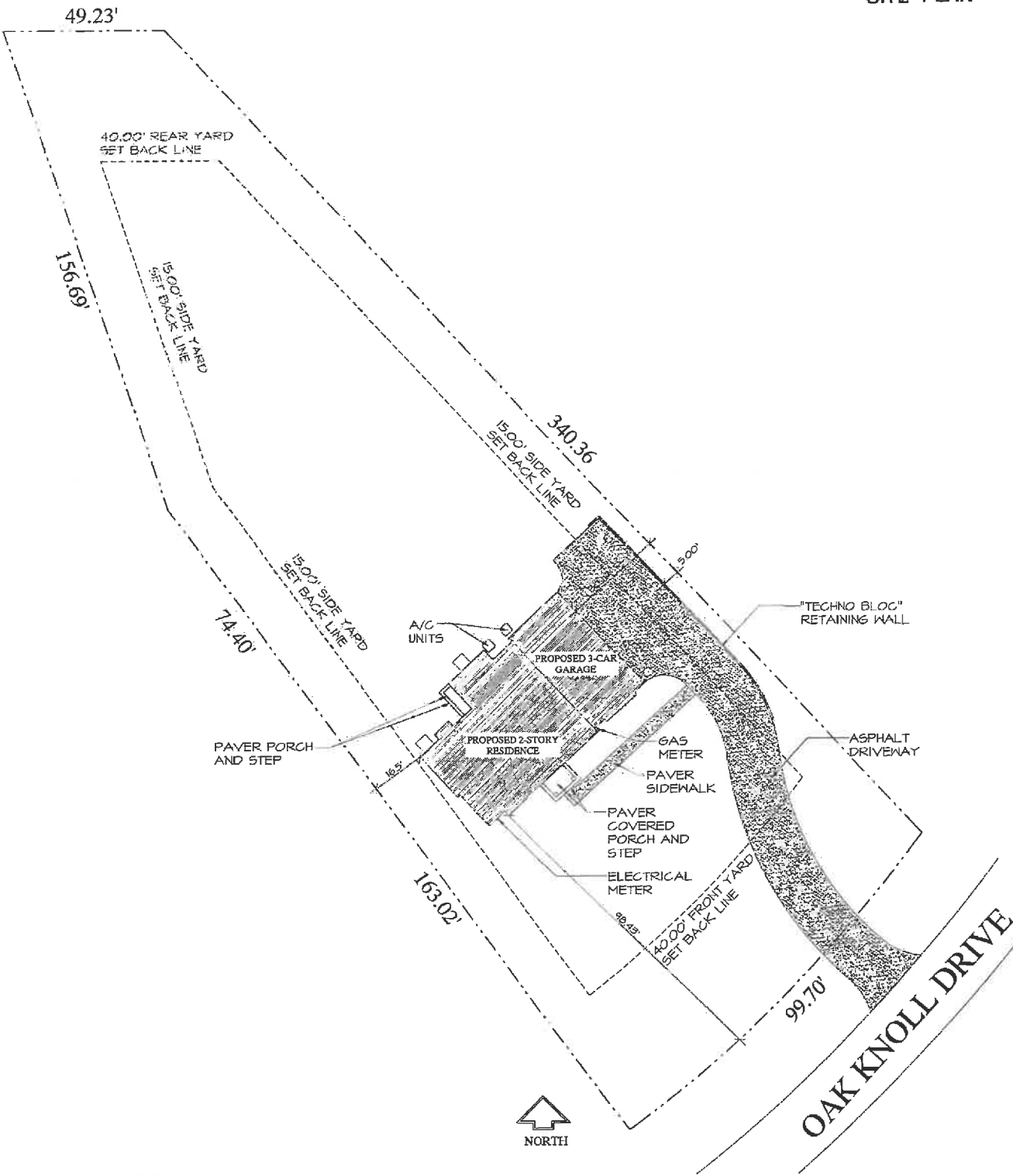
ATTEST:

City Clerk

GROUP EXHIBIT B

The Plans

SITE PLAN



1
AR 01

SITE PLAN

(SEE CIVIL PLAN FOR ALL SITE CONDITIONS AND DETAILS)

SCALE: N.T.S.

NOTE: ALL SCALE DESIGNATIONS ARE FOR SHEETS PRINTED ON 24" x 36" SIZE PAPER (ARCH-D)

© COPYRIGHT 2000

REVIEW ONLY-NOT FOR CONSTRUCTION

PROJECT # AD21144	
DRAWN BY: COM/MB	
LOT 9 SITE PLAN	
AR 01	
# 1 OF 12 TOTAL SHEETS	
ASPECT DESIGN INC. ARCHITECTS 1000 COMMERCIAL DR. SUITE 607 VILLAGE, IL 60073 PHONE: 847-457-2500 FAX: 847-457-2501 WWW.ASPECTDESIGN.COM	
FIDELITY WES	
LOT 9 BUSSAN RESIDENCE 450 OAK KNOLL DRIVE OAK KNOLL WOODLANDS LAKE FOREST, IL 60045	
DATE	REVIEW
06/06/2011	06/06/2011
06/16/2011	06/16/2011
06/27/2011	06/27/2011
08/02/2011	08/02/2011
09/12/2011	09/12/2011

The Plans

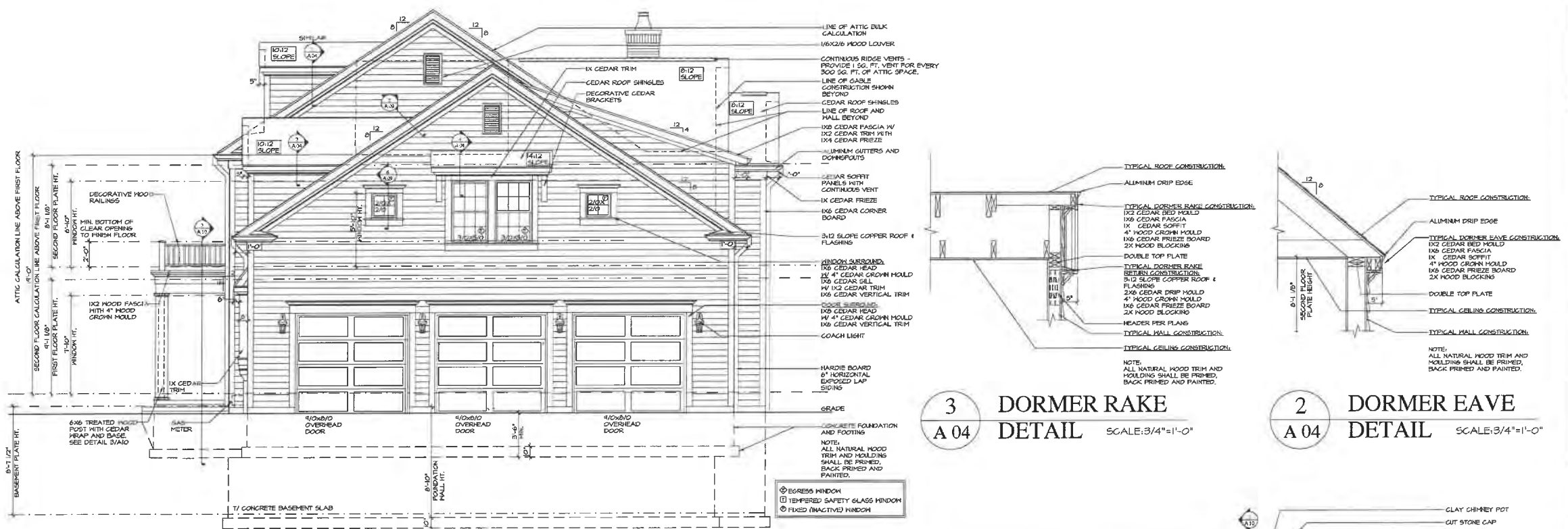


A 03

3 OF 12 TOTAL SHEETS

GROUP EXHIBIT B

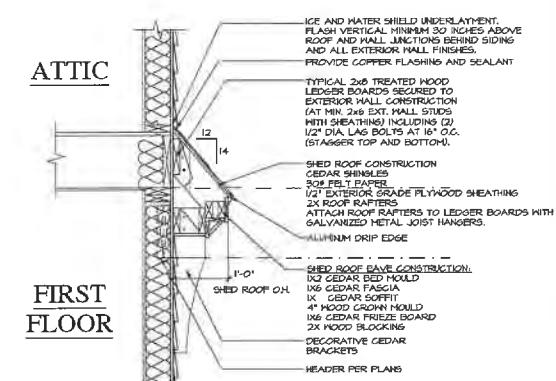
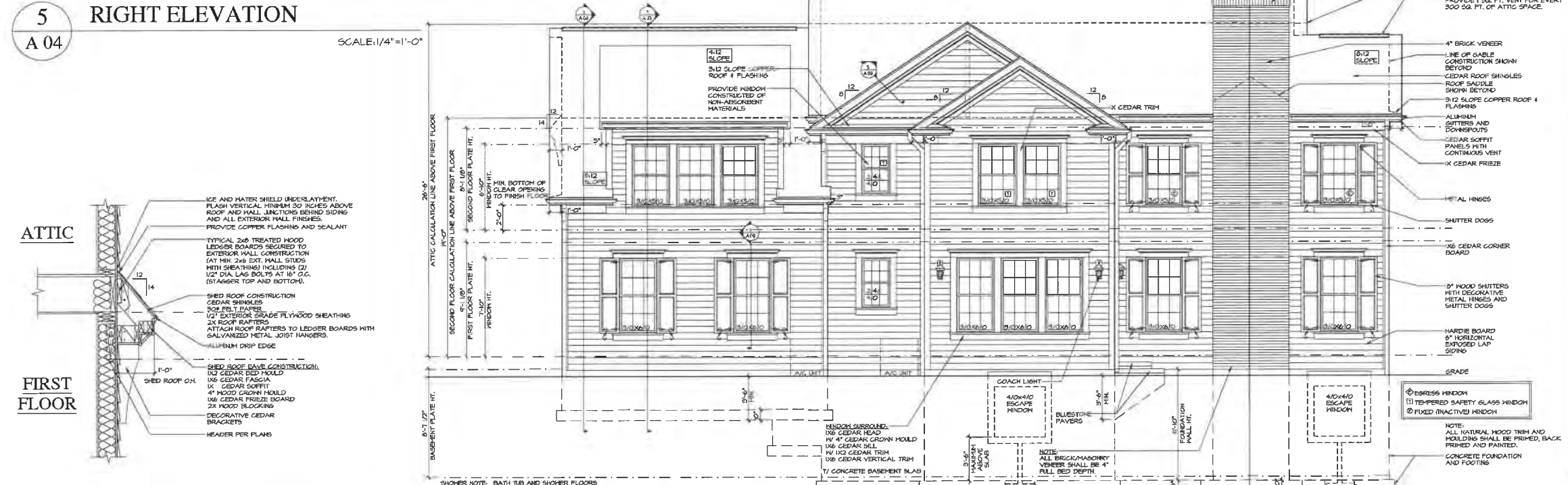
The Plans



3 DORMER RAKE
A 04 DETAIL SCALE: 3/4"=1'-0"

2 DORMER EAVE
A 04 DETAIL SCALE: 3/4"=1'-0"

5 RIGHT ELEVATION
A 04 SCALE: 1/4"=1'-0"



4 SHED ROOF DETAIL
A 04 SCALE: 3/4"=1'-0"

1 REAR ELEVATION
A 04 SCALE: 1/4"=1'-0"

LOT 9
BUSSAN RESIDENCE
450 OAK KNOLL DRIVE
OAK KNOLL WOODLANDS
LAKE FOREST, IL 60045

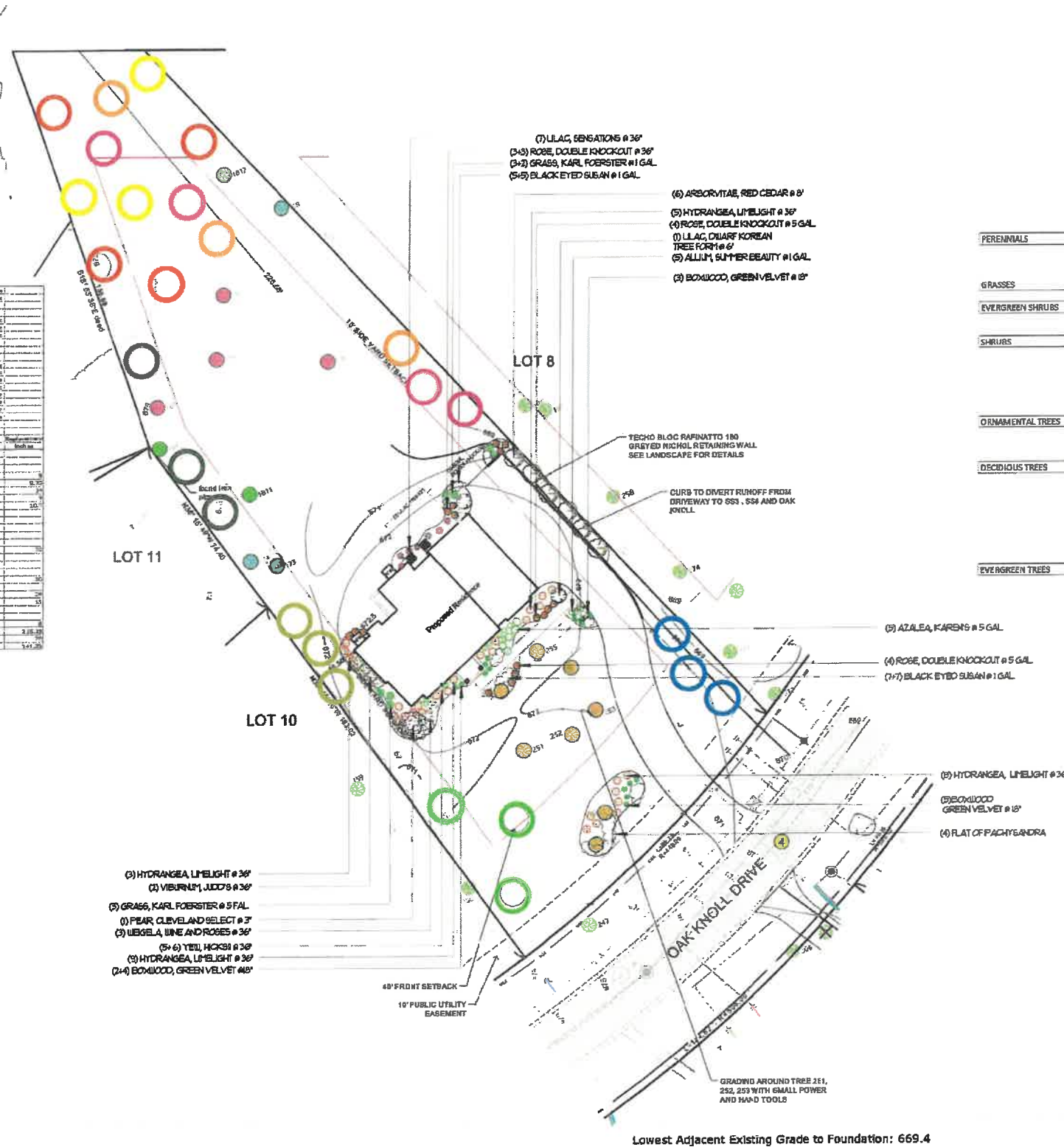
FIDELITY WES

10/01/2021
09/02/2021
1/16/2021
1/17/2021
REVISION
FINAL
UNREVIEWED PER OWNER

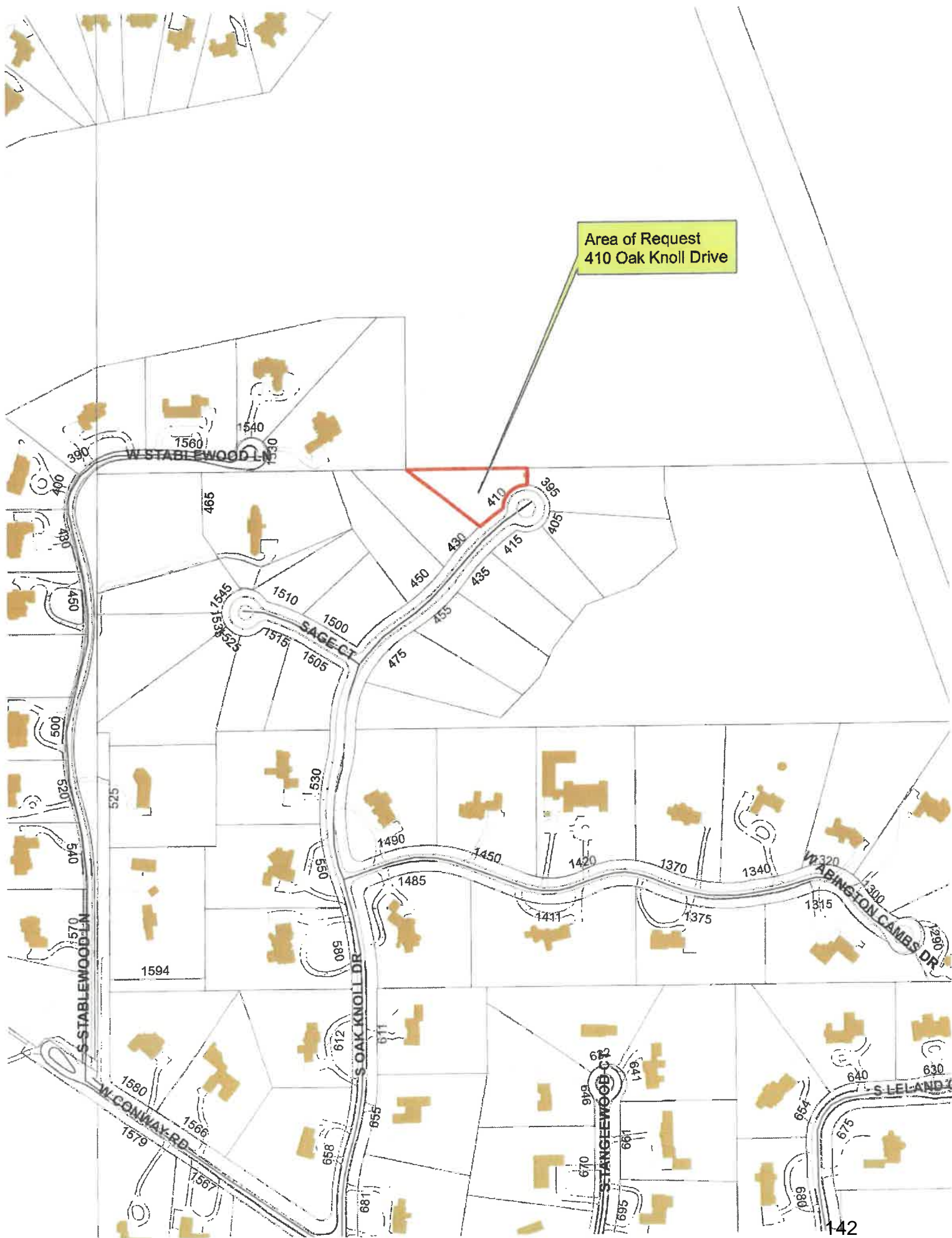
26576 COMMERCE DR.
SUITE 607
VOLL, IL 60073
TEL: 847-457-2500
WWW.ASPECTDESIGNINC.COM
LAURENCE M. WATSON

PROJECT # AD21144
DRAWN BY: COM/MR
LOT 9
EXTERIOR ELEVATIONS
A 04
4 OF 12 TOTAL SHEETS

-  (4) SWAMP WHITE OAK @ 3"
-  (3) SHAGBARK HICKORY @ 3"
-  (3) OHIO BUCKEYE @ 3"
-  (3) BUR OAK @ 3"
-  (3) PLANE TREE - LONDON @ 3"
-  (4) CHINKAPIN OAK @ 3"
-  (3) RED OAK @ 3"
-  (3) BLACK HILLS SPRUCE @ 2"

[illegible]

PERENNIALS	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE
	6	Pachysandra	Pachysandra Terminalis	12"
	22	Summer Beauty Allium	Allium 'Summer Beauty'	1 gal.
	10	Little Suzy Black Eye Susan	Rudbeckia Fulgida 'Little Suzy'	1 gal.
GRASSES	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE
	11	Karl Foerster Grass	Calamagrostis acutiflora	1 gal.
EVERGREEN SHRUBS	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE
	15	Grease Velvet Boxwood	Buxus 'Green Velvet'	18"
	11	Hidcote Yew	Taxus x media 'Hidcote'	36"
SHRUBS	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE
	5	Karen's Azalea	Azalea x 'Karen'	5 gal.
	28	Little Lime Hydrangea	Hydrangea paniculata 'Little Lime'	5 gal.
	17	Double Knockout Rose	Rosa x 'Radstock'	5 gal.
	4	Judd Viburnum	Viburnum x Juddii	36"
	6	Pine Wine Weigela	Weigela Florida 'Bramwell'	5 gal.
	4	Grey-Low Sumac	Rhus aromatica 'Grey-Low'	5 gal.
ORNAMENTAL TREES	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE
	1	Treeform Hydrangea	Hydrangea paniculata 'Little Lamb'	8 gal.
	1	Royal Raindrops Crabapple	Malus 'Royal Raindrops'	3"
	1	Chandler Pear	Pyrus calleryana 'Chandler's Form'	3"
DECIDUOUS TREES	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE
	4	Swamp White Oak	Quercus bicolor	3"
	3	Ohio Buckeye	Aesculus spp. Buckeye	3"
	3	Bur Oak	Quercus macrocarpa	3"
	3	Shagbark Hickory	Carya sp. Shagbark	3"
	4	Chinkapin Oak	Quercus muhlenbergii	3"
	3	Red Oak	Quercus Rubra	3"
	3	London Plane Tree	Platanus x Acerifolia	3"
	6	Herritage River Birch	Betula nigra	3"
EVERGREEN TREES	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE
	3	Black Hills Spruce	Picea glauca	8"



Area of Request
410 Oak Knoll Drive

THE CITY OF LAKE FOREST

ORDINANCE NO. 2021- ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 410 OAK KNOLL DRIVE

WHEREAS, Fidelity Wes of Oak Knoll LLC (Mike DeMar 100%) ("**Owner**") is the owner of that certain real property commonly known as 410 Oak Knoll Drive, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

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

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

WHEREAS, the Owner desires to build a new residence, attached garage and make other site improvements including the installation of landscaping ("**Improvements**") as depicted on the site plan, architectural drawings and conceptual landscape plan attached hereto as **Group Exhibit B ("Plans")**; and

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

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on November 3, 2021; and

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

1. the Property is located within the R-4, Single Family Residence District under the City Code,

2. the Owner proposes to construct the Improvements as depicted on the plans,
3. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with the recommended conditions and the Plans, will meet the design standards and requirements of Section 150.147 of the City Code,

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

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

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

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

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

SECTION THREE: Conditions on Approval. The approval granted pursuant to Section Two of this Ordinance shall be, and is hereby, conditioned upon and

limited by the following conditions, the violation of any of which shall, in the discretion of the Mayor and City Council, render void the approvals granted by this Ordinance:

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

shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

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

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

PASSED THIS __ DAY OF _____, 2021.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2021.

Mayor

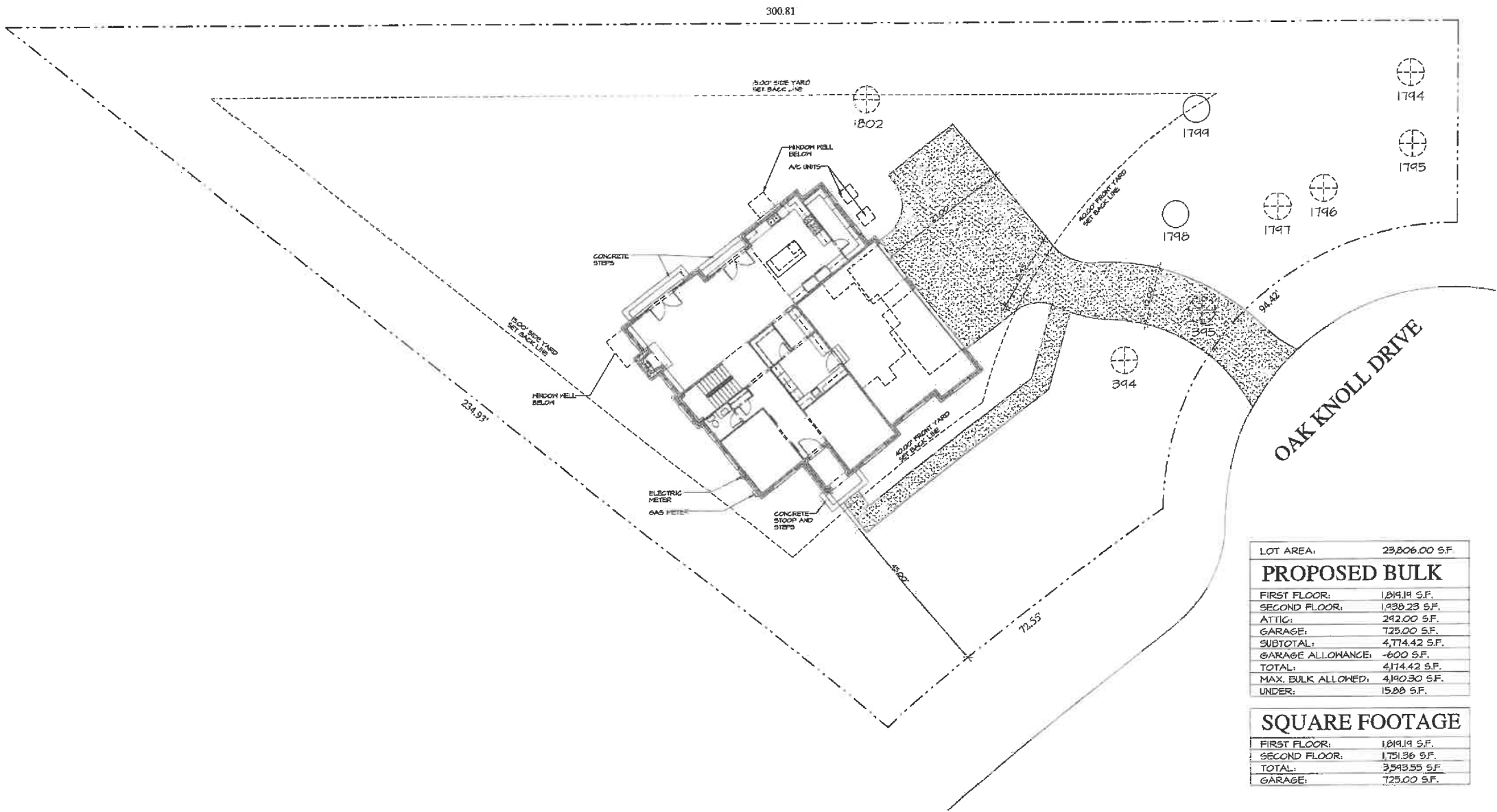
ATTEST:

City Clerk

GROUP EXHIBIT B

The Plans

PROPOSED SITE PLAN



The Plans

SOUTH (FRONT) ELEVATION

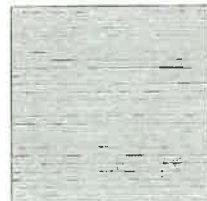


1 FRONT ELEVATION

3/8" = 1'-0"



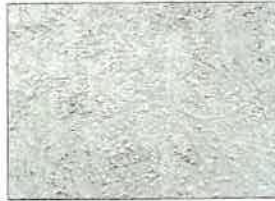
PROPOSED ROOF



PROPOSED BRICK



PROPOSED WINDOW



PROPOSED STUCCO COLOR



PROPOSED FRONT DOOR COLOR



PROPOSED TRIM COLOR



PROPOSED GUTTER & DOWNSPOUT COLOR



EXTERIOR WALL SCONCE COLOR

September 10, 2021

THE TIMSON RESIDENCE

LOT 7 OAK KNOLL DR.
LAKE FOREST, ILLINOIS

RM
SWANSON
ARCHITECTS
11-118 E. MISSOURI AVE.
SCOTTSDALE, ARIZONA 85254
647.557.3755
rswanson@swansonarch.com

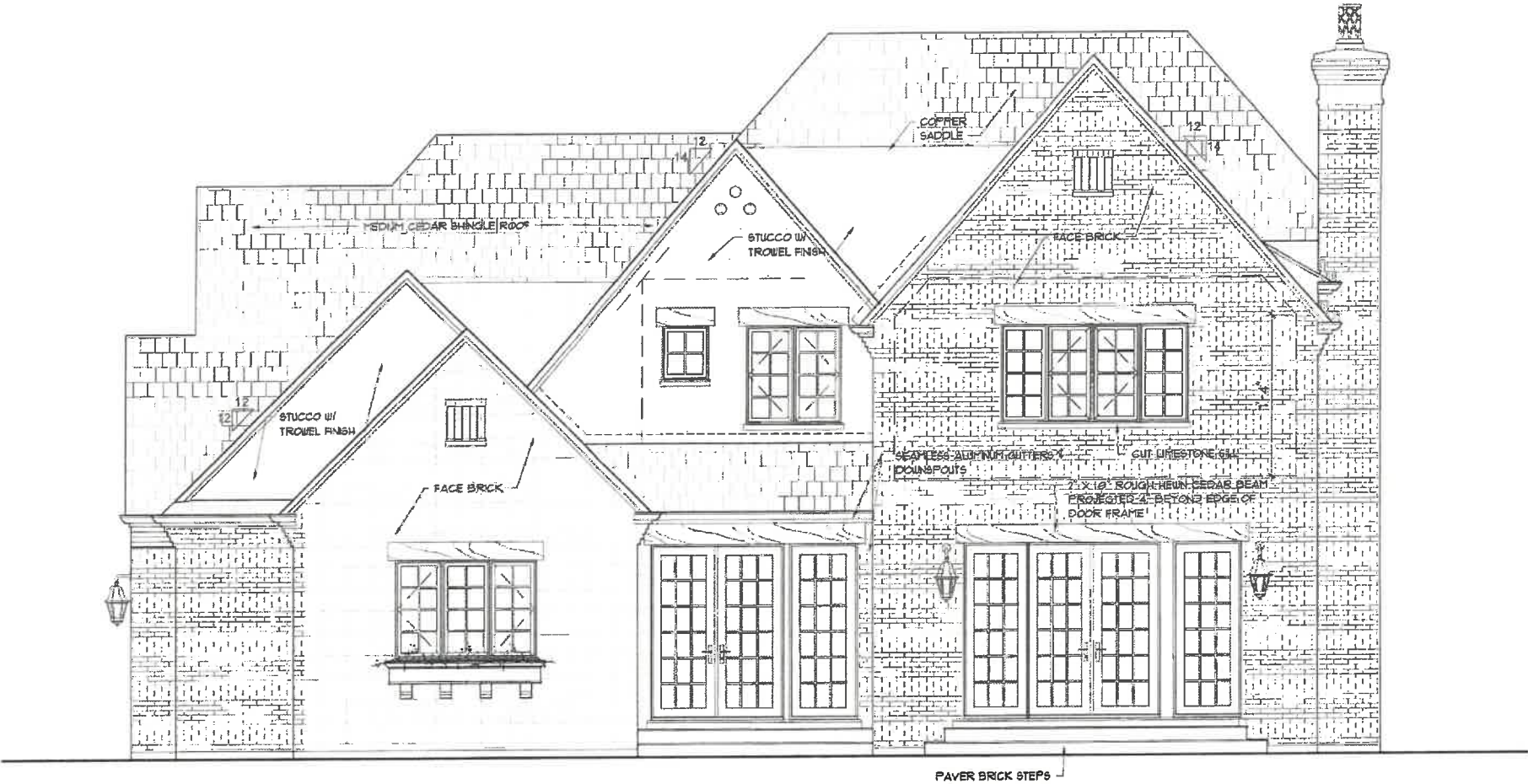


4 LEFT SIDE ELEVATION

3/8" = 1'-0"

THE TIMSON RESIDENCE
LOT 7 OAK KNOLL DR.
LAKE FOREST, ILLINOIS

September 10, 2021
RM
SWANSON
ARCHITECTS
11-111 E. 111TH AVE.
SCOTTSDALE, ARIZONA 85257
948.551.5575
info@rm-swanson.com



3 REAR SIDE ELEVATION

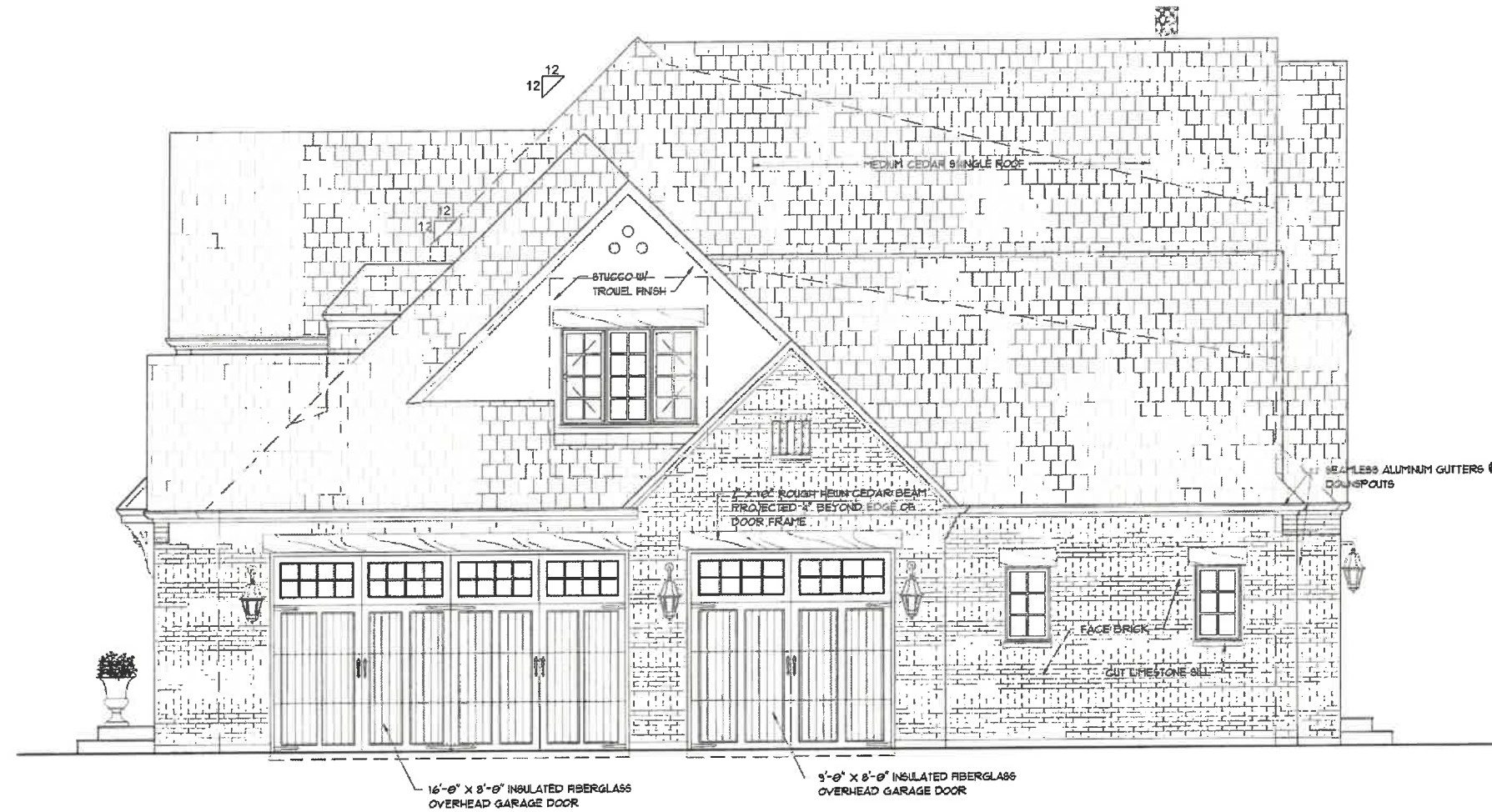
3/8" = 1'-0"

THE TIMSON RESIDENCE
LOT 7 OAK KNOLL DR.
LAKE FOREST, ILLINOIS

September 10, 2021
RM
SWANSON
ARCHITECTS
11415 E SWANSON LN.
SCOTTSDALE, ARIZONA 85257-1975
rsw@rmnsn.com

The Plans

EAST ELEVATION



2 RIGHT SIDE ELEVATION

3/8" = 1'-0"

September 10, 2021

THE TIMSON RESIDENCE
LOT 7 OAK KNOLL DR.
LAKE FOREST, ILLINOIS

RM
SWANSON
ARCHITECTS
11318 E MISSION LN.
SCOTTSDALE, ARIZONA 85257-2975
602.757-2975
rswanson@rmarchitects.com

The Plans

LANDSCAPE
DEVELOPMENT PLAN

FIDELITY WES
RESIDENCE

410 OAK KNOLL DRIVE
LAKE FOREST, IL

Legend		
City	Common Name	Botanical Name
Flower, Perennial		
1911 Daisy, Shasta Daisy	Shasta Daisy	Leucanthemum 'Shasta Daisy'
32 Mondo Grass, Dwarf	Mondo Grass	Ophiopogon japonicus 'Nana'
6 Sage, Russian	Russian Sage	Perovskia atropurpurea
Shrub, Deciduous		
3 Dogwood, Double Red	Double Red Dogwood	Cornus sericea 'Double Red'
3 Dogwood, Yellow Twig	Yellow Twig Dogwood	Cornus sericea 'Yellow Twig'
4 Hydrangea, Endless Summer	Endless Summer Hydrangea	Hydrangea macrophylla 'Endless Summer'
24 Hydrangea, Incrediball	Incrediball Hydrangea	Hydrangea macrophylla 'Incrediball'
7 Rose, Double Knockout	Double Knockout Rose	Rosa 'Double Knockout'
Shrub, Evergreen		
15 Boxwood, Micro Green Velvet	Micro Green Velvet Boxwood	Buxus 'Micro Green Velvet'
Shrub, Evergreen		
8 Yucca, Mini	Mini Yucca	Yucca 'Mini'
Tree, Deciduous		
3 Oak, Bur	Bur Oak	Quercus macrocarpa var. macrocarpa
1 Oak, English	English Oak	Quercus robur
1 Oak, Scarlet	Scarlet Oak	Quercus coccinea
2 Oak, Swamp White	Swamp White Oak	Quercus bicolor
2 Pear, Cleveland	Cleveland Pear	Pyrus calleryana 'Cleveland Select'
1 Planetree, London, Liberty	London Planetree	Platanus 'London Liberty'
Tree, Evergreen		
8 Arborvitae, Green Giant	Green Giant Arborvitae	Thuja 'Green Giant'
4 Spruce, Norway	Norway Spruce	Picea abies 'Norway Spruce'

ALL PERENNIALS ARE IN 1 GALLON CONTAINER.
ALL SHRUBS ARE 36" OR GREATER, EXCEPT BOXWOODS
ALL CANOPY TREES ARE 3"
ALL EVERGREEN TREES ARE 8"

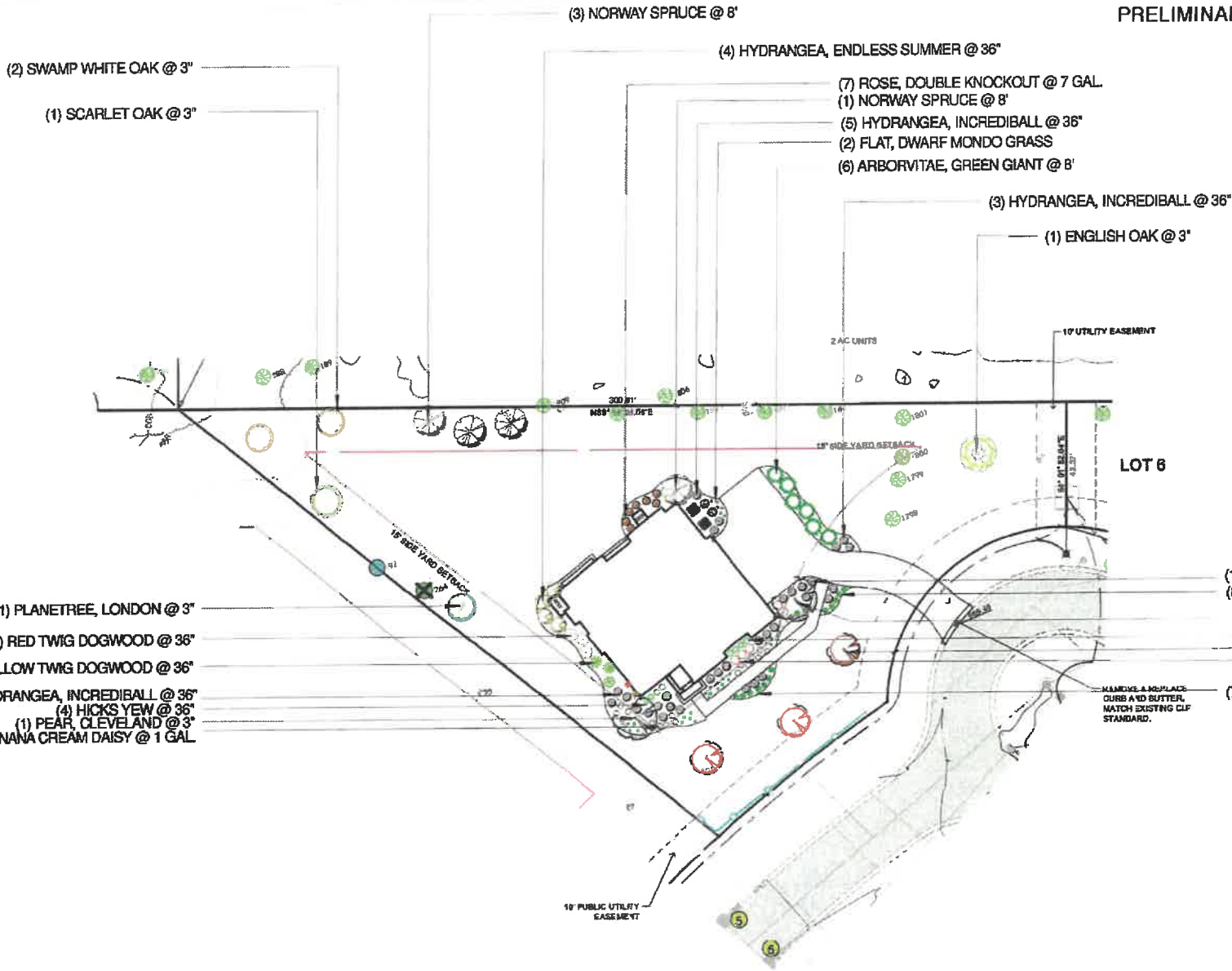


SCALE: 1" = 20'
SEPTEMBER 22, 2021
PAGE 2 OF 2

PREPARED BY:



- (1) PLANETREE, LONDON @ 3"
- (3) RED TWIG DOGWOOD @ 36"
- (3) YELLOW TWIG DOGWOOD @ 36"
- (10) HYDRANGEA, INCREDIBALL @ 36"
- (4) HICKS YEW @ 36"
- (1) PEAR, CLEVELAND @ 3"
- (7) BANANA CREAM DAISY @ 1 GAL



PRELIMINARY LANDSCAPE PLAN

Oak Knoll Subdivision - Lot 7 Lake Forest, IL									
Tree No.	LOT NUMBER	Common Name	Botanical Name	Size	Cond.	Form	Heritage Tree	Notes	
1798	7	Shagbark Hickory	Carya ovata	7.75	3	A			
1799	7	Bur Oak	Quercus macrocarpa	15	4	A			
1800	7	White Oak	Quercus alba	17	4	4	Y		
1801	7	Bur Oak	Quercus macrocarpa	27	4	4	Y		
1802	7	Bur Oak	Quercus macrocarpa	32	3	4	Y		
1803	7	Bur Oak	Quercus macrocarpa	32	4	4	Y		
1804	7	Bur Oak	Quercus macrocarpa	21	4	4	Y		
1805	7	White Oak	Quercus alba	25	3	4	Y		
1806	7	White Oak	Quercus alba	25	3	4	Y		
1807	7	Bitternut Hickory	Carya cordiformis	8	3	4			
1808	7	Red Oak	Quercus rubra	8	2	4			
Tree Inventory Listing									
Tree No.	LOT NUMBER	Common Name	Botanical Name	Size	Cond.	Form	Heritage Tree	Notes	
190	7	Green Ash	Fraxinus pennsylvanica	12	6	6	N		
254	7	Bur Oak	Quercus macrocarpa	31	3	4	Y		
255	7	Bur Oak	Quercus macrocarpa	43	5	4	Y		
256	7	Shagbark Hickory	Carya ovata	11	3	4	Y		23
384	7	Bur Oak	Quercus macrocarpa	30	6	3	Y		
393	7	White Oak	Quercus alba	23	6	3	Y		
1794	7	Black Walnut	Juglans nigra	18	5	4	Y		
1795	7	White Oak	Quercus alba	17	6	4	N		
1796	7	White Oak	Quercus alba	24	6	4	Y		
1797	7	White Oak	Quercus alba	24	6	4	Y		
1802	7	Bur Oak	Quercus macrocarpa	37	6	3	Y		
1806	7	Black Cherry	Prunus serotina	10	6	4	N		

Tree Inventory Listing
Prepared by Urban Forest Management, Inc.
5/7/2021



THE CITY OF LAKE FOREST

ORDINANCE NO. 2021 - ____

AN ORDINANCE GRANTING A FLOOR AREA EXCEPTION FOR
THE PROPERTY LOCATED AT 650 LAKE ROAD

WHEREAS, Stephanie Burke ("**Owner**") is the owner of that certain real property commonly known as 650 Lake Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

WHEREAS, the Property has been designated as a Local Landmark or included in a Local Historic District pursuant to Chapter 155 of the City Code; and

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

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

WHEREAS, in order to construct the Improvements, Section 155.07 of the City Code requires the Owner to obtain a Certificate of Appropriateness ("**CoA**") from the Historic Preservation Commission ("**HPC**");

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

WHEREAS, pursuant to notice duly published, the HPC reviewed and evaluated the Plans at a public hearing held on November 17, 2021; and

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

1. the Property is located within the R-4 District under the City Code,

2. Owner proposes to construct the Improvements as depicted on the Plans,
3. as depicted on the Plans, the Improvements exceed the maximum floor area allowances set forth in Section 150-148(D) of the City Code,
4. the Improvements are consistent with the design standards in Section 150.147 of the City Code,
5. the Property is located in a local historic district or is designated as a Local Landmark and the Improvements are consistent with the standards in the Historic Preservation Ordinance, and approval of the Improvements as depicted on the Plans would further the purpose of the Historic Preservation Ordinance,
6. the HPC has determined that the Plans qualify for a Certificate of Appropriateness under the standards set forth in Section 155.08 of the City Code;
7. the location, massing and architectural detailing of the Improvements will mitigate the appearance of excessive height and mass of the structures and as a result, the proposed development of the Improvements as set forth on the Plans is in keeping with the streetscape and overall neighborhood,
8. the Improvements are sited in a manner that minimizes the appearance of mass from the streetscape and neighboring residences due to existing and proposed vegetation. In addition, the proposed Improvements will not have a significant negative impact on the light to and views from neighboring homes.
9. the height and mass of the Improvements will generally be compatible with the height and mass of structures on adjacent lots, buildings on the street and on adjacent streets, and other residences and garages in the same subdivision,
10. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with this Ordinance, the recommended conditions, and the Plans, will meet the standards and requirements of Sections 150.147 and 150.148 of the City Code,

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

WHEREAS, the Mayor and City Council, having considered Owner's request for exceptions to the maximum floor area requirements set forth in Section 150.148 of the City Code and the findings and recommendations of the HPC, have determined that it is in the best interests of the City and its residents to grant such exceptions, subject to the terms and conditions hereinafter set forth; and

WHEREAS, the Mayor and City Council further determine in the exercise of the City's home rule powers that it is in the best interests of the City and its residents to grant Owner's request for exceptions to the otherwise applicable maximum floor area requirements, subject to the terms and conditions hereinafter set forth;

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

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

SECTION TWO: Maximum Floor Area Exception Granted. Pursuant to Section 155.08 of the City Code, and subject to the limitations therein and the conditions set forth in Section Three of this Ordinance, the City Council does hereby grant an exception to the maximum floor area requirements set forth in Section 150.148(D) of the City Code, as more fully depicted on the Plans, by allowing the Improvements which together with other structures on the Property will have a maximum square footage not to exceed 6,796 square feet, 9% over the allowable square footage.

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

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

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

- B. Compliance with Laws. Chapters 150, regarding building, 156, regarding subdivisions, 159, regarding zoning, and 155, regarding historic preservation, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owner will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. Fees and Costs. The Owner shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owner shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.
- F. Other Conditions. The improvements shall be substantially in conformance with the Commission's deliberations as reflected on Exhibit C, Certification of Appropriateness, attached hereto.

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

PASSED THIS __ DAY OF _____, 2021.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2021.

Mayor

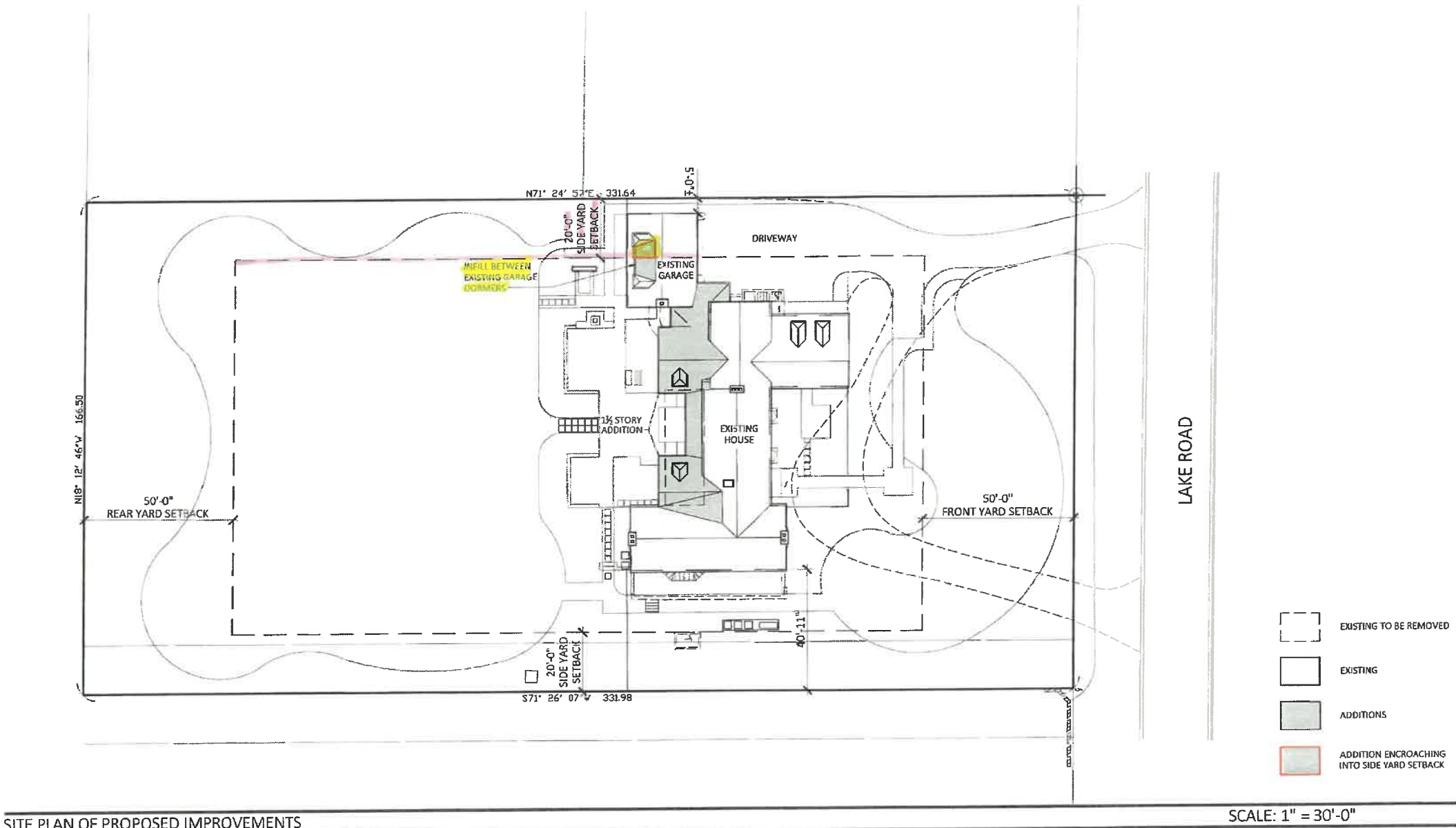
ATTEST:

City Clerk

GROUP EXHIBIT B

The Plans

PROPOSED SITE PLAN



MELICHAR ARCHITECTS
THE PRACTICE OF FINE ARCHITECTURE

207 EAST WESTMINSTER LAKE FOREST, ILLINOIS 60045
P 847-295-2440 F 847-295-2451 © 2021 MELICHAR ARCHITECTS

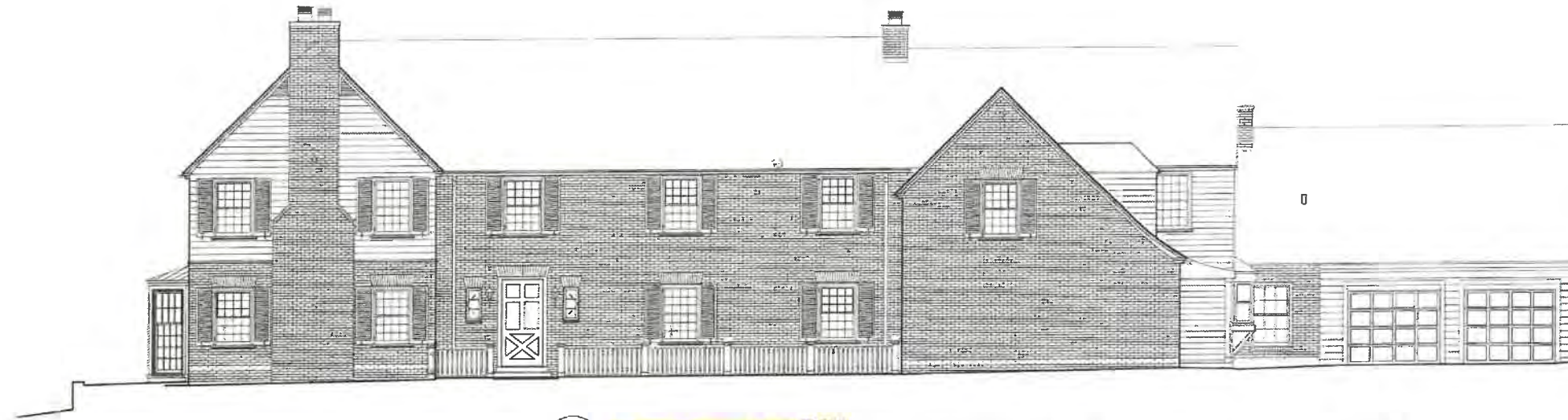
STEPHANIE BURKE RESIDENCE
650 N. LAKE ROAD
LAKE FOREST, IL 60045

JOB NO.: 1931
DWG. NO.:
ISSUE DATE: 09/22/2021

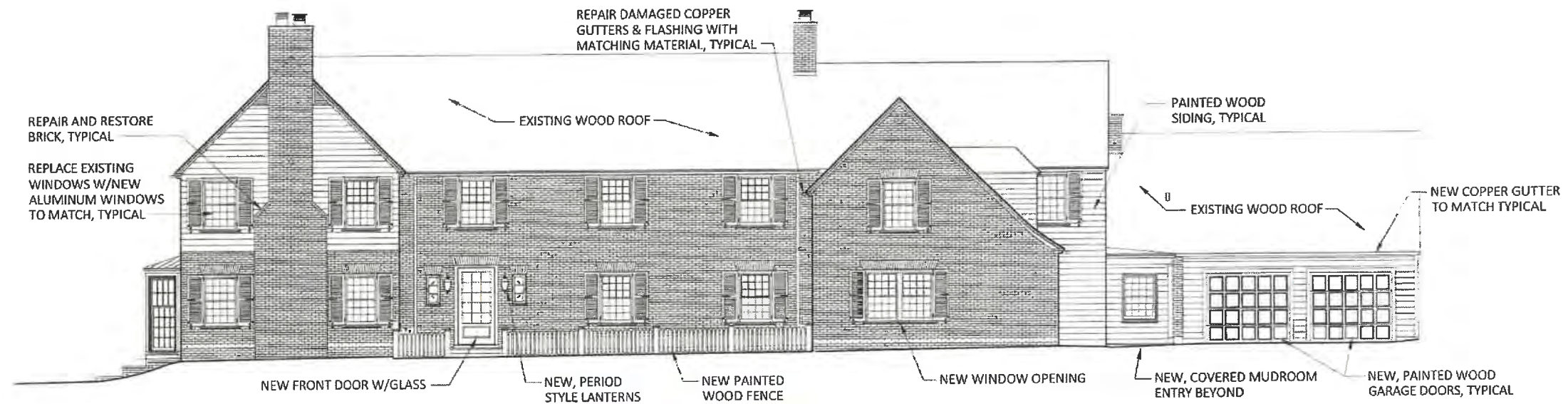
GROUP EXHIBIT B

The Plans

EXISTING & PROPOSED EAST ELEVATION



1 **EXISTING EAST ELEVATION**
Scale: 3/32" = 1'-0"



2 **PROPOSED EAST ELEVATION**
Scale: 3/32" = 1'-0"



MELICHAR ARCHITECTS
THE PRACTICE OF FINE ARCHITECTURE

207 EAST WESTMINSTER LAKE FOREST, ILLINOIS 60045
P 847-295-2440 F 847-295-2451 © 2021 MELICHAR ARCHITECTS

STEPHANIE BURKE RESIDENCE
650 N. LAKE ROAD
LAKE FOREST, IL 60045

JOB NO.: 1931

DWG. NO.:

ISSUE DATE: 09/17/2021

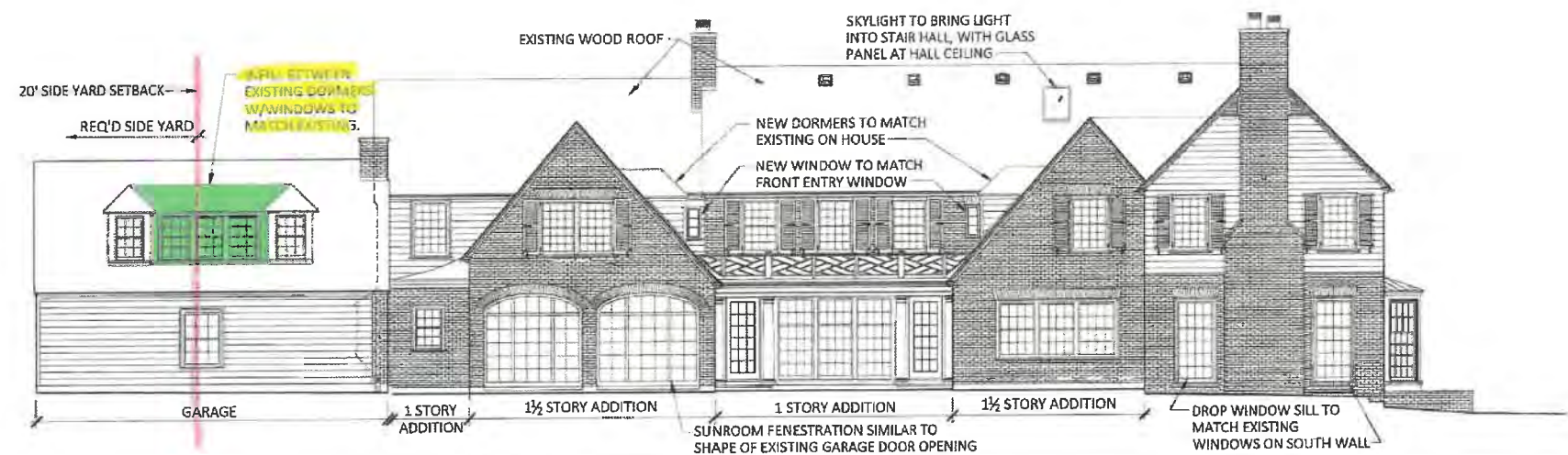
GROUP EXHIBIT B

The Plans

EXISTING AND PROPOSED REAR (WEST) ELEVATION



1 EXISTING WEST ELEVATION
Scale: 3/32" = 1'-0"



2 PROPOSED WEST ELEVATION
Scale: 3/32" = 1'-0"



MELICHAR ARCHITECTS
THE PRACTICE OF FINE ARCHITECTURE

207 EAST WESTMINSTER LAKE FOREST, ILLINOIS 60045
P 847-295-2440 F 847-295-2451 © 2021 MELICHAR ARCHITECTS

STEPHANIE BURKE RESIDENCE
650 N. LAKE ROAD
LAKE FOREST, IL 60045

JOB NO.: 1931

DWG. NO.:

ISSUE DATE: 09/22/2021

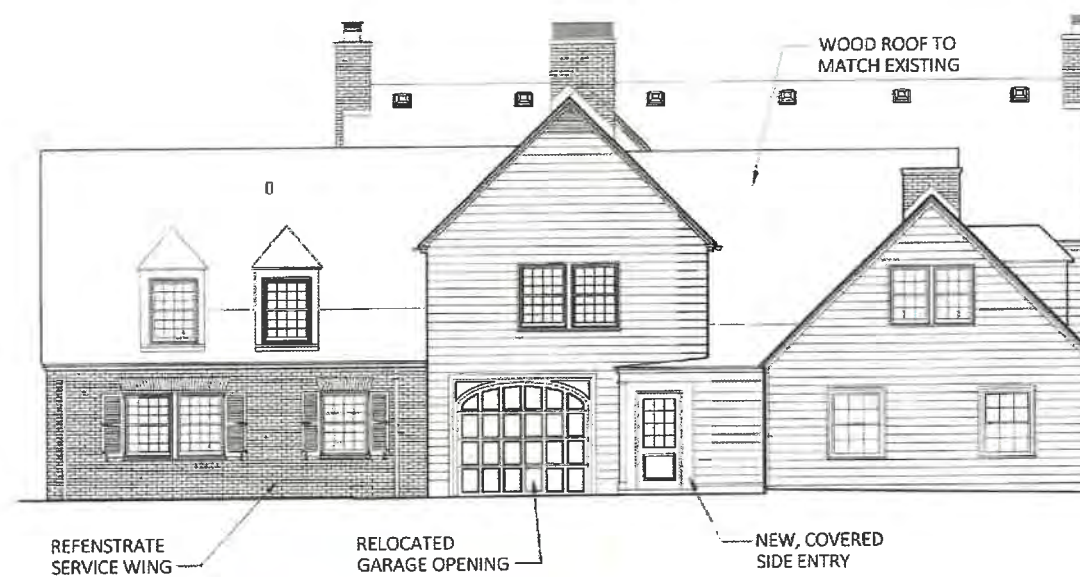
GROUP EXHIBIT B

The Plans

EXISTING & PROPOSED NORTH ELEVATION



1 EXISTING NORTH ELEVATION
Scale: 3/32" = 1'-0"



2 PROPOSED NORTH ELEVATION
Scale: 3/32" = 1'-0"



MELICHAR ARCHITECTS
THE PRACTICE OF FINE ARCHITECTURE

207 EAST WESTMINSTER LAKE FOREST, ILLINOIS 60045
P 847-295-2440 F 847-295-2451 © 2021 MELICHAR ARCHITECTS

STEPHANIE BURKE RESIDENCE
650 N. LAKE ROAD
LAKE FOREST, IL 60045

JOB NO.: 1931

DWG. NO.:

ISSUE DATE: 09/17/2021

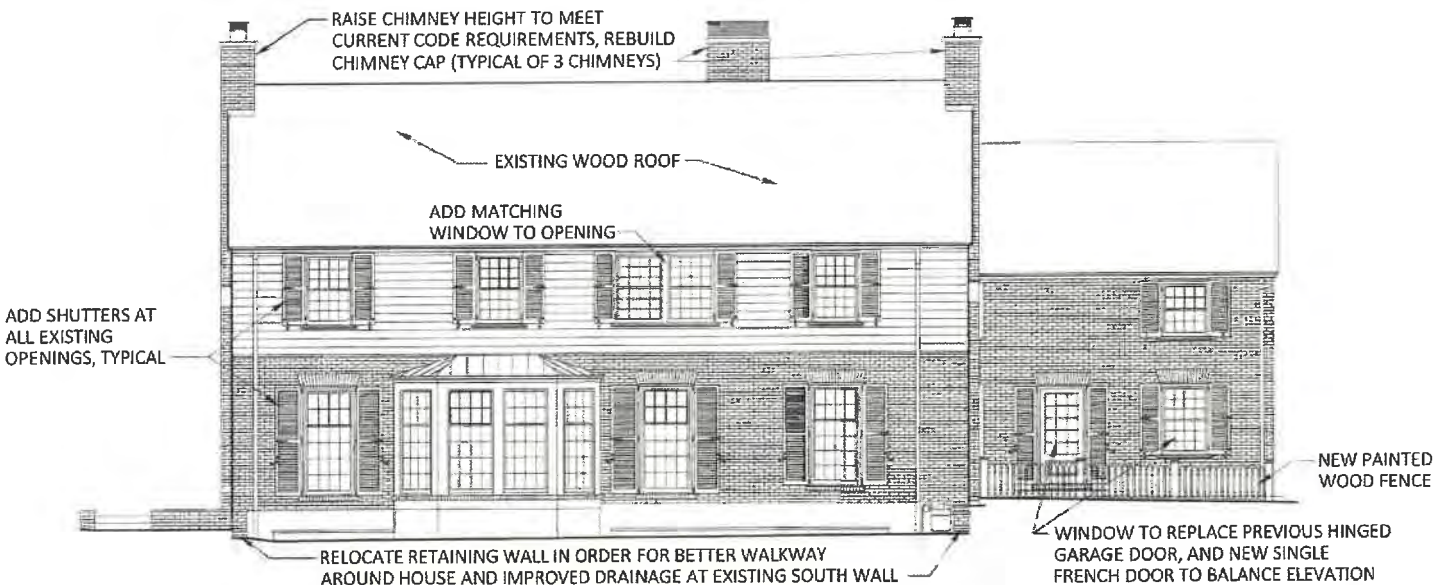
GROUP EXHIBIT B

The Plans

EXISTING & PROPOSED SOUTH ELEVATION



1 EXISTING SOUTH ELEVATION
Scale: 3/32" = 1'-0"



2 PROPOSED SOUTH ELEVATION
Scale: 3/32" = 1'-0"



MELICHAR ARCHITECTS
THE PRACTICE OF FINE ARCHITECTURE

207 EAST WESTMINSTER LAKE FOREST, ILLINOIS 60045
P 847-295-2440 F 847-295-2451 © 2021 MELICHAR ARCHITECTS

STEPHANIE BURKE RESIDENCE
650 N. LAKE ROAD
LAKE FOREST, IL 60045

JOB NO.: 1931
DWG. NO.:
ISSUE DATE: 09/17/2021

GROUP EXHIBIT B

The Plans

CONCEPTUAL LANDSCAPE PLAN



THE CITY OF LAKE FOREST

ORDINANCE NO. 2021-__

AN ORDINANCE GRANTING A VARIANCE FROM THE SIDE YARD SETBACK
REQUIREMENT FOR PROPERTY LOCATED AT 650 LAKE ROAD

WHEREAS, Stephanie Burke ("**Owner**") is the owner of that certain real property commonly known as 650 Lake Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

WHEREAS, the Owner desires to expand existing dormers on the rear elevation of the Coach House as part of a larger project ("**Improvements**") as depicted on the site plan attached hereto as Group Exhibit B ("**Plans**"); and

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

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on October 25, 2021; and

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

1. The requested setback variance will not alter the essential character of the neighborhood because the proposed expansion is between two existing dormers on the rear elevation of the Coach House. The rear elevation of the Coach House is minimally, if at all, visible from surrounding properties.
2. The conditions upon which the variance is requested are not generally applicable to other properties in the same zoning district due to the uniqueness of this historic property and the construction of the Coach House prior to current zoning regulations.
3. The hardship in conforming to the setback results from the application of the R-4 zoning district and the related setback requirement after the Coach House was constructed.

4. The expansion of the dormers will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or substantially diminish property values in the area.

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

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

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

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

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

SECTION THREE: Zoning Setback Variances Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow the expansion of the existing dormers as depicted on the site plan.

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

- A. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

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

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

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

PASSED THIS __ DAY OF _____, 2021.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

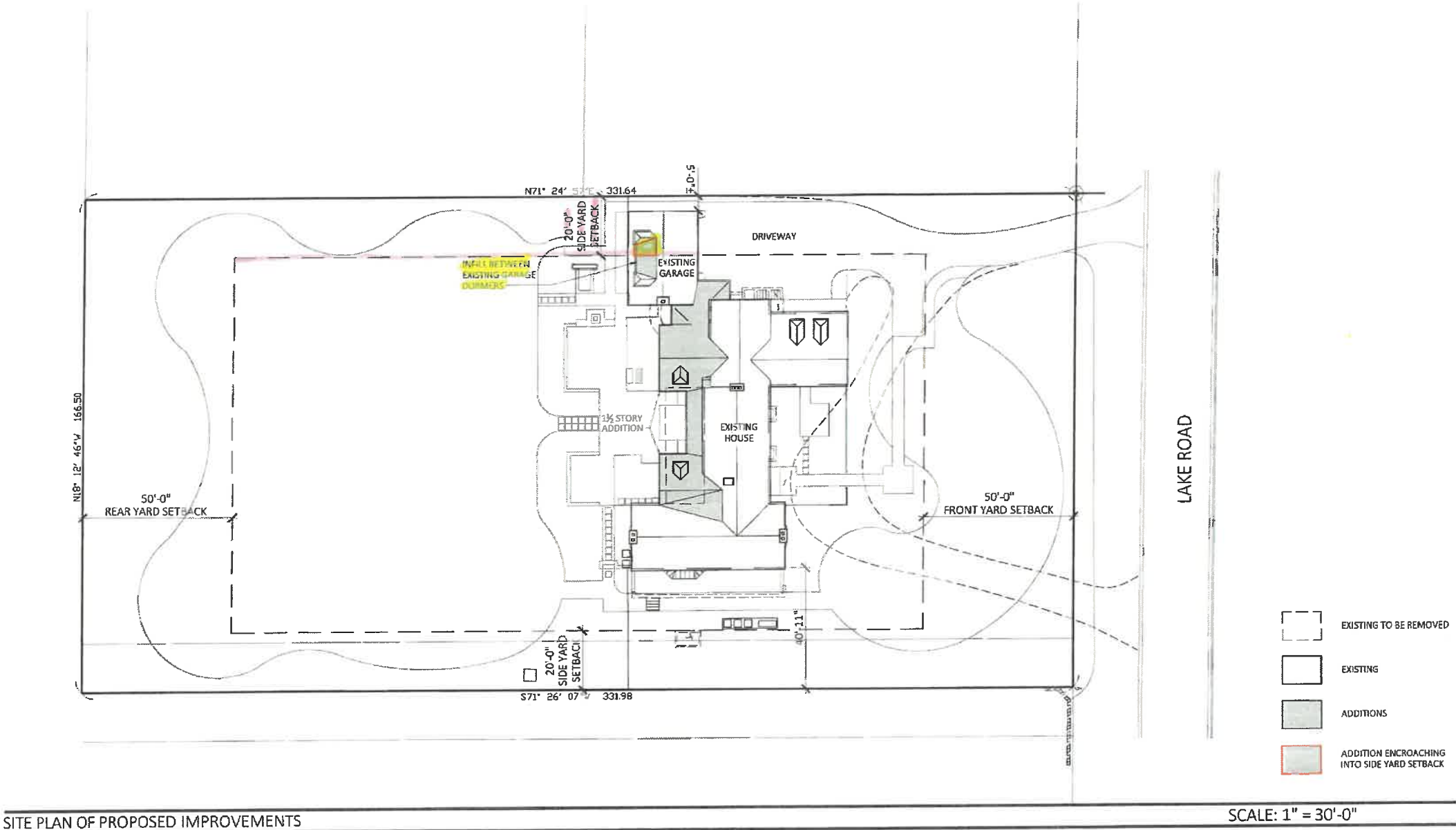
PASSED THIS __ DAY OF _____, 2021.

Mayor

ATTEST:

City Clerk

PROPOSED SITE PLAN



MELICHAR ARCHITECTS
THE PRACTICE OF FINE ARCHITECTURE

207 EAST WESTMINSTER LAKE FOREST, ILLINOIS 60045
P 847-235-2440 F 847-295-2451 © 2021 MELICHAR ARCHITECTS

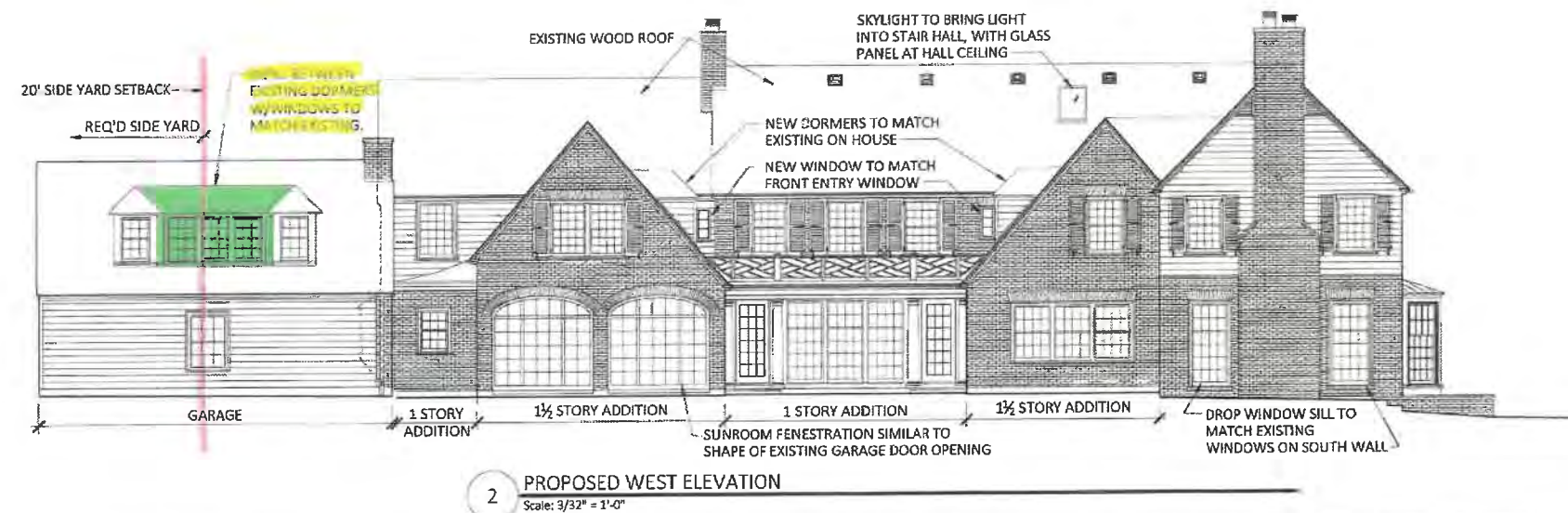
STEPHANIE BURKE RESIDENCE
650 N. LAKE ROAD
LAKE FOREST, IL 60045

JOB NO.: 1931
DWG. NO.:
ISSUE DATE: 09/22/2021

GROUP EXHIBIT B

The Plans

EXISTING AND PROPOSED REAR (WEST) ELEVATION



MELICHAR ARCHITECTS
THE PRACTICE OF FINE ARCHITECTURE

207 EAST WESTMINSTER LAKE FOREST, ILLINOIS 60045
P 847-295-2440 F 847-295-2451 © 2021 MELICHAR ARCHITECTS

STEPHANIE BURKE RESIDENCE

650 N. LAKE ROAD
LAKE FOREST, IL 60045

JOB NO.: 1931

DWG. NO.:

ISSUE DATE: 09/22/2021

Amendments to Conditions of Approval
As Recommended by the Zoning Board of Appeals

The Zoning Board of Appeals unanimously recommended amendments to the conditions of the existing Special Use Permit as reflected below. **Proposed deletions are shown in ~~strikeout~~ text, proposed additions are reflected in colored text. Unmodified text remains the same as currently stated in the previously approved ordinances.** The conditions below are from Section 4 of the approving Ordinance 01-37 as amended by Ordinance 2014 – 24.

The following conditions, with the amendments as recommended by the Zoning Board of Appeals are incorporated into the Ordinance that is presented to the Council for Action.

- A. Compliance with the Restated and Amended Agreement. The use, operation, and management of the Ragdale Properties shall be subject to the Restated and Amended Agreement dated July 24, 2001.
- B. Compliance with the Operating Agreement. The use, operation, and maintenance of the Ragdale Properties shall be subject to the Operating Agreement between the City and the Foundation, dated ~~July 24, 2001~~ (insert date of Council approval of updated Operating Agreement)
- C. Compliance with Laws. The use, operation, and maintenance of the Ragdale Properties shall comply with all applicable federal, state and local laws, ordinances, and regulations.
- D. Number of Residents. ~~Except as provided in Section 4.E.5 of this Ordinance with respect to the Option Parcel, no~~ No more than 21 persons shall reside on the Ragdale Properties at any one time.
(Note, the Option Parcel, the Log Cabin, is not being transferred to City ownership. The Log Cabin parcel will remain in the ownership of the Hart/Lansing family. If the parcel is conveyed to the City in the future, the Special Use Permit should be amended to incorporate that parcel into the Ragdale Campus if determined to be appropriate.)
- E. Permitted Uses on the Ragdale Properties.
 - 1. Foundation's Use. During the term of this Ordinance and the Restated and Amended Agreement, the Foundation may use and occupy the Ragdale Properties for an artists' retreat in the same manner and for

the same purposes as such Properties have been and continue to be used and occupied as of the date of this Ordinance, and in accordance with the Foundation's Articles of Incorporation and By Laws as in effect from time to time and subject to the terms and conditions of this Ordinance and the Restated and Amended Agreement.

- (a) In connection with the artist's retreat functions of the Foundation, the Property may also be used for lectures, tours, workshops, and other community programs, as well as for the Foundation's office functions. Without limiting the generality of the foregoing, it is contemplated that the Foundation may use (i) the Ragdale Barn, ~~and the second floor of the Ragdale House, the Meadow Studio, the Shearer and Composer Studios, the Hart Residence (1272 N. Green Bay Road), and the McCutcheon Studio~~ for residential occupancy by artists, and (ii) the apartment adjoining the Ragdale House for (A) residential occupancy by artists, (B) for residential occupancy by employees of the Foundation (and their families) whose services are required in the normal course of operating the Ragdale Properties as an artists' retreat, or (C) other uses authorized by this Ordinance.
- (b) In addition, the Foundation may use the ~~downstairs~~ **first floor** areas in the Ragdale House, **the Barn House, the Hart House, and the outdoor event areas as depicted on the Use Areas, attached as Exhibit __ to the Special Use Permit** for special events, concerts, readings, seminars, exhibits, educational tours, and fundraising events, or permit its use by other Lake Forest civic or eleemosynary organizations for meetings or other social gatherings, provided that such additional uses comply with the other terms of this Ordinance and do not interfere or conflict with the City's use of such areas.
- (c) The **basement spaces in the Ragdale and Hart residences and the Shearer Studio may be used for storage and other uses customarily occurring in basements of single family residences.** ~~presently used for storage and maintenance operations in the areas on the Ragdale Properties identified in Exhibit 7 attached hereto and made a part hereof may continue, but no expansion of such uses shall be permitted.~~

2. City's Use. During the term of this Ordinance and the Restated **and** Amended Agreement, the City may occupy and use the Ragdale Properties for such uses and purposes as the City may determine to be in the public interest and as are compatible with the concurrent use of the Ragdale Properties by the Foundation and in accordance with the terms of this Ordinance and the Restated and amended Agreement. Without limiting the generality of the foregoing, it is contemplated that

the City may permit appropriate space in the Ragdale House or other areas on the Ragdale Properties to be used by Boards and Commissions of the City and by not for profit organizations (i) for meetings; (ii) for memorials to distinguished citizens or former citizens of the City; and (iii) for other educational, recreational, and cultural purposes as are in keeping with the character of the Ragdale Properties and the Foundation's use of the Ragdale Properties. In addition, the City may make occasional use of the Ragdale House, the meeting rooms and patio areas of the Ragdale Barn, and other locations on the Ragdale Properties for special events, seminars, exhibits, and meetings of or sponsored by community groups that do not interfere or conflict with the Foundation's use of such areas.

3. Coordination of Uses. Scheduling of the use of the Ragdale House and Barn between the Foundation and the City, or organizations using the Ragdale House or the Ragdale Properties under permit or license from the City, shall be the responsibility of the Director of the Ragdale Foundation, in cooperation with a representative of the City. The parties shall schedule such uses so as to minimize conflicts and interference with the activities of the respective bodies and organizations using the Ragdale Properties and so as to permit the most advantageous and beneficial uses to be made of the Ragdale Properties. Any disputes or questions arising as to scheduling or as to the appropriateness of any proposed use of the Ragdale Properties shall be resolved by the ~~Ragdale Supervisors as provided in Section 11 of the Restated and Amended Agreement.~~ **City Manager or the Manager's designee in consultation with the Executive Director of Ragdale.**
4. Impact on Surrounding Properties. The use and operation of the Ragdale Properties shall not adversely impact the use and enjoyment of surrounding properties zoned in the Single Family Residential District. In particular, the use of the Ragdale Properties shall be consistent with the surrounding residential uses in terms of lighting, glare, noises, and emissions of any kind. **Outdoor performances or public/ticketed events shall end no later than 9:30 p.m. including clean-up activities.** Upon notice from the City, the Foundation shall limit, modify or cease such activities or uses on the Ragdale Properties that fail to conform to the foregoing standards.
5. Log Cabin. ~~The log cabin presently existing on the Option Parcel shall not be altered, enlarged, or removed without the prior approval of the City, and such cabin shall not be conveyed or used except as part of the Ragdale Properties or as part of the Adjacent Property. Any~~

~~residential use of the log cabin shall be limited to (a) Mrs. Alice Ryerson Hayes, (b) her daughter Susan Moon, (c) the owners of the Adjacent Property and their immediate family, (d) non-paying guests of the owners of the Adjacent Property and their immediate family, (e) a resident artist of the Foundation. The log cabin shall not be used as a rental dwelling.~~

F. Limitation of Uses on the Parking Parcel~~s~~ and the Garden Parcel.

1. Parking Parcel~~s~~. The Parking Parcel~~s~~ shall be used by the Foundation exclusively as a parking lot in connection with the operation of the Ragdale Properties. During the term of this Ordinance and the Restated and Amended Agreement, the Foundation shall keep and maintain the ~~asphalt parking lot on the~~ Parking Parcel~~s~~ in good and serviceable condition and free of snow, ice, and debris, and shall make all such repairs as may be necessary to maintain the surface of the ~~paved~~ areas so as to accommodate parking for the Ragdale Properties. In addition, ~~within one year after the effective date of this Ordinance, the Foundation shall install~~ maintain additional landscaping ~~along the perimeter of on the~~ Parking Parcel~~s~~ to achieve year round screening of the Parking Parcel~~s~~ from Green Bay Road ~~and from neighboring privately owned residential properties.~~
2. Garden Parcel. That portion of the City Parcel that is legally described in Exhibit 8 attached hereto and made a part hereof (the "Garden Parcel") shall be used by the Foundation exclusively as a garden in connection with the operation of the Ragdale Properties and in conformance with the covenant contained in the Plat of the Ragdale Subdivision, recorded with the Recorder of Deeds of Lake County on February 26, 1986 as Document No. 2422824. During the term of this Ordinance and the Restated and Amended Agreement, the Foundation shall keep and maintain the garden on the Garden Parcel in substantially the same manner as the garden has been kept and maintained during the five year period prior to the date of this Ordinance ~~or, upon approval by the City of Lake Forest Historic Preservation Commission, restoration of the Garden Parcel in keeping with the original Shaw Garden may be permitted by the City.~~

G. Alterations or Additions. ~~No~~ All substantial alterations ~~on~~ or additions to structures on the Ragdale Properties shall be subject to prior review and approval by the City of Lake Forest Historic Preservation Commission. ~~permitted to any existing building or structure on the Ragdale Properties or on any adjacent property that is acquired in the future and incorporated into the Restated and Amended Agreement as additional property. In addition, no substantial change in or diminution of the grounds of the~~

Ragdale Properties shall be permitted without the review and approval of the ~~Ragdale Supervisors and the~~ City Council of the City of Lake Forest.

- H. Parking. Off street shall be provided on the Ragdale Properties, in accordance with the resident and visitor parking areas identified on the Ragdale Campus – Use Area Plan attached hereto as Exhibit __, for all residents of the Ragdale Properties, as well as participants of special projects, seminars, readings, or other programs with limited attendance, conducted on the Ragdale Properties. Parking for events that are open to the public and ticketed events require offsite parking and shuttle service to the Ragdale Campus. Use of City parking lots in the Central Business District is permitted subject to prior approval ~~unless otherwise approved in writing~~ by the City Manager or the Manager's designee.
- I. Access Easement - Lake Forest Open Lands Association. A depiction of the access easement as reflected on the plat of subdivision shall be incorporated as an exhibit to the Special Use Permit unless and until said easement is vacated.

CITY OF LAKE FOREST

ORDINANCE NO. 2021 -

An Ordinance Amending and Replacing in its Entirety the Special Use Permit for the Ragdale Properties Located at 1230, 1260 and 1272 N. Green Bay Road to Include Additional Property and Update the Master Plan and Use Area Plan

WHEREAS, The City of Lake Forest ("**Owner**"), in cooperation with the Ragdale Foundation, ("**Foundation**") filed a petition for property located at 1230, 1260 and 1272 N. Green Bay Road, commonly known as the Ragdale Campus, and legally described on **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the use, development, operation, and maintenance of the Ragdale Campus is subject to the terms and conditions of a Restated and Amended Ragdale Agreement dated July 24, 2001 ("**Restated and Amended Agreement**") and an Operating Agreement, also dated July 24, 2001 and amended from time-to-time (collectively, "**Operating Agreement**"); and

WHEREAS, in addition, a special use permit for the Ragdale Campus was originally granted by the City in 1978 and was subsequently amended in 1980, 1986, 2001 and 2014 to reflect changes in the property boundary and to update and the uses permitted on the Ragdale Campus and the conditions of approval (the original special use permit and its amendments are collectively referred to as "**Special Use Permit**"); and

WHEREAS, the Owner and Foundation have petitioned for an amendment to the existing Special Use Permit in accordance with the regulations of Section 159.045, Special Uses, of the Lake Forest Zoning Code for the purpose of incorporating additional property into the Ragdale Campus, a portion of the Hart/Lansing property to the north, and adopting an updated Master Plan and Use Area Plan for the Ragdale Campus; and

WHEREAS, the Owner and Foundation have also agreed to amend the Operating Agreement, which is separately being presented to the City Council for consideration; and

WHEREAS, the Zoning Board of Appeals of The City of Lake Forest held a public hearing on November 22, 2021 to review the petition for an amendment to the Special Use Permit as provided by law and submitted to the City Council a report of its findings, a copy of which is attached hereto and made a part hereof as **Exhibit B** and unanimously recommended the enactment of an ordinance granting the requested amendment to the Special Use Permit and;

WHEREAS, the City Council concurs with the findings of the Zoning Board of Appeals.

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

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

SECTION TWO: Approval of Amendment. Pursuant to Section 159.045 of the City Code, and subject to the limitations therein and the conditions set forth in Section Three of this Ordinance, the City Council does hereby grant approval of the Application to amend the Special Use Permit for the Ragdale Campus, in its entirety, as follows:

- 1) Amend the boundaries of the Ragdale Campus to incorporate additional property to the north, portions of the Hart property, as depicted on the Boundary Map attached hereto and made a part hereof as **Exhibit C** (the Ragdale Campus as amended to include the additional property described in Exhibit C will be collectively referred to in this Ordinance as the "Ragdale Properties").
- 2) Approve an updated Master Plan and a Use Area Plan for the Ragdale Properties attached hereto and made a part hereof as **Exhibit D and Exhibit E** respectively.

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

- A. Compliance with the Restated and Amended Agreement. The use, operation, and management of the Ragdale Properties shall be subject to the Restated and Amended Agreement dated July 24, 2001.
- B. Compliance with the Operating Agreement. The use, operation, and maintenance of the Ragdale Properties shall be subject to the Operating Agreement between the City and the Foundation, as amended to include the additional properties.
- C. Compliance with Laws. The use, operation, and maintenance of the Ragdale Properties shall comply with all applicable federal, state and local laws, ordinances, and regulations.
- D. Number of Residents. No more than 21 persons shall reside on the Ragdale Properties at any one time.
- E. Permitted Uses on the Ragdale Properties.
 1. Foundation's Use. During the term of this Ordinance, the Operating Agreement, and the Restated and Amended Agreement, the Foundation may use and occupy the Ragdale Properties for an artists' retreat in the same manner and for the same purposes as such Properties have been and continue to be used and occupied as of the date of this Ordinance, and in accordance with the Foundation's Articles of Incorporation and By Laws as in effect from time to time and subject to the terms and conditions of this Ordinance, the Operating Agreement, and the Restated and Amended Agreement.
 - (a) In connection with the artist's retreat functions of the Foundation, the Ragdale Properties may also be used for lectures, tours, workshops, and other community programs, as well as for the Foundation's office functions. Without limiting the

generality of the foregoing, it is contemplated that the Foundation may use (i) the Ragdale Barn, the second floor of the Ragdale House, the Meadow Studio, the Shearer and Composer Studios, the Hart Residence (1272 N. Green Bay Road), and the McCutcheon Studio for residential occupancy by artists, and (ii) the apartment adjoining the Ragdale House for (A) residential occupancy by artists, (B) for residential occupancy by employees of the Foundation (and their families) whose services are required in the normal course of operating the Ragdale Properties as an artists' retreat, or (C) other uses authorized by this Ordinance.

- (b) In addition, the Foundation may use the first floor areas in the Ragdale House, the Barn House, the Hart House, and the outdoor event areas as depicted on the Use Area Plan, attached as Exhibit E to the Special Use Permit for special events, concerts, readings, seminars, exhibits, educational tours, and fundraising events, or permit its use by other Lake Forest civic or eleemosynary organizations for meetings or other social gatherings, provided that such additional uses comply with the other terms of this Ordinance and do not interfere or conflict with the City's use of such areas.
- (c) The basement spaces in the Ragdale and Hart residences and the Shearer Studio may be used for storage and other uses customarily occurring in basements of single family residences.

2. City's Use. During the term of this Ordinance, the Operating Agreement, and the Restated and Amended Agreement, the City may occupy and use the Ragdale Properties for such uses and purposes as the City may determine to be in the public interest and as are compatible with the concurrent use of the Ragdale Properties by the Foundation and in accordance with the terms of this Ordinance, the Operating Agreement, and the Restated and Amended Agreement. Without limiting the generality of the foregoing, it is contemplated that the City may permit appropriate space in the Ragdale House or other areas on the Ragdale Properties to be used by Boards and Commissions of the City and by not for profit organizations (i) for meetings; (ii) for memorials to distinguished citizens or former citizens of the City; and (iii) for other educational, recreational, and cultural purposes as are in keeping with the character of the Ragdale Properties and the Foundation's use of the Ragdale Properties. In addition, the City may make occasional use of the Ragdale House, the meeting rooms and patio areas of the Ragdale Barn, and other locations on the Ragdale Properties for special events, seminars, exhibits, and meetings of or sponsored by community groups that do not interfere or conflict with the Foundation's use of such areas.
3. Coordination of Uses. Scheduling of the use of the Ragdale House and Barn between the Foundation and the City, or organizations using the Ragdale House or the Ragdale Properties under permit or license from the City, shall be the responsibility of the Director of the Ragdale Foundation, in cooperation with a representative of the City. The parties shall schedule such uses so as to minimize conflicts and interference with the activities of the respective bodies and organizations using the Ragdale Properties and so as to permit the most advantageous and beneficial uses to be made of the Ragdale Properties. Any disputes or questions arising as to scheduling or as to the appropriateness of any

proposed use of the Ragdale Properties shall be resolved by the City Manager or the Manager's designee in consultation with the Executive Director of Ragdale.

4. Impact on Surrounding Properties. The use and operation of the Ragdale Properties shall not adversely impact the use and enjoyment of surrounding properties zoned in the Single Family Residential District. In particular, the use of the Ragdale Properties shall be consistent with the surrounding residential uses in terms of lighting, glare, noises, and emissions of any kind. Outdoor performances or public/ticketed events shall end no later than 9:30 p.m. including clean-up activities. Upon notice from the City, the Foundation shall limit, modify or cease such activities or uses on the Ragdale Properties that fail to conform to the foregoing standards.

F. Limitation of Uses on the Parking Parcel^s and the Garden Parcel.

1. Parking Parcel^s. The Parking Parcel^s shall be used by the Foundation exclusively as a parking lot in connection with the operation of the Ragdale Properties. During the term of this Ordinance, the Operating Agreement, and the Restated and Amended Agreement, the Foundation shall keep and maintain the Parking Parcel^s in good and serviceable condition and free of snow, ice, and debris, and shall make all such repairs as may be necessary to maintain the surface of the areas so as to accommodate parking for the Ragdale Properties. In addition, the Foundation shall maintain landscaping along the perimeter of the Parking Parcel^s to achieve year round screening of the Parking Parcel^s from Green Bay Road and from neighboring privately owned residential properties.
2. Garden Parcel. That portion of the City Parcel that is legally described in **Exhibit F** attached hereto and made a part hereof (the "Garden Parcel") shall be used by the Foundation exclusively as a garden in connection with the operation of the Ragdale Properties and in conformance with the covenant contained in the Plat of the Ragdale Subdivision, recorded with the Recorder of Deeds of Lake County on February 26, 1986 as Document No. 2422824. During the term of this Ordinance, the Operating Agreement, and the Restated and Amended Agreement, the Foundation shall keep and maintain the garden on the Garden Parcel in substantially the same manner as the garden has been kept and maintained during the five year period prior to the date of this Ordinance or, upon approval by the City of Lake Forest Historic Preservation Commission, restoration of the Garden Parcel in keeping with the original Shaw Garden may be permitted by the City.

- G. Alterations or Additions. All substantial alterations on or additions to structures on the Ragdale Properties shall be subject to prior review and approval by the City of Lake Forest Historic Preservation Commission. In addition, no substantial change in or diminution of the grounds of the Ragdale Properties shall be permitted without the review and approval of the City Council of the City of Lake Forest.

- H. Parking. Off street shall be provided on the Ragdale Properties, in accordance with the resident and visitor parking areas identified on the Ragdale Campus – Use Area Plan attached hereto as Exhibit E, for all residents of the Ragdale Properties, as well as participants of special projects, seminars, readings, or other programs with limited attendance, conducted on the Ragdale Properties. Parking for events that are open

to the public and ticketed events require offsite parking and shuttle service to the Ragdale Properties. Use of City parking lots in the Central Business District is permitted subject to prior approval by the City Manager or the Manager's designee.

- I. Access Easement - Lake Forest Open Lands Association. A depiction of the access easement as reflected on the plat of subdivision shall be attached hereto and made a part hereof as **Exhibit G** unless and until said easement is vacated.

SECTION FIVE: Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law and after the City takes ownership of the portion of the Hart/Lansing property proposed for inclusion into the Ragdale Campus; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if the Owner and the Foundation have not (i) executed and (ii) thereafter filed with the City Clerk, within 90 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as **Exhibit H** and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS __ DAY OF _____, 2021.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2021.

Mayor

ATTEST:

City Clerk

EXHIBIT A
Legal Description

INSERT LEGAL DESCRIPTION OF THE RAGDALE CAMPUS

EXHIBIT B
Findings

1. The establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

This criteria is met. Ragdale is an established use at this site and has previously been found to meet the Special Use Permit criteria on several occasions. The present request is for approval to incorporate slightly over two acres of property to the north into the Ragdale Campus. This property was originally part of the Ragdale Farm. No change in the type of activities that presently occur at Ragdale is proposed. No increase in the number of artists in-residence at Ragdale is proposed. Additional outdoor, small scale event space is proposed on the expanded campus away from neighboring residences and in areas that are screened by existing and planned vegetation. Some expanded and reconfigured parking areas are proposed on the enlarged campus. Off-site parking and shuttle service to the site will continue to be required for a limited number of events held on the Campus that are open to the public and ticketed. No rental of any portion of the Ragdale property for use by private parties is proposed or permitted.

2. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted and will not substantially diminish and impair property values within the neighborhood.

This criteria is met. The uses on the Ragdale Campus are low intensity, quiet, generally limited to daylight and twilight hours and are well supervised by Ragdale staff. Ongoing operations at Ragdale operated consistent with the conditions of approval past and proposed, will not negatively impact the use and enjoyment of surrounding residential properties or the adjacent preserved open lands.

3. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

This criteria is met. The surrounding residential properties are developed. There is the potential for redevelopment of some of the surrounding privately owned properties over time. The continued operation of Ragdale at this location and on the expanded site, will not impede the normal and orderly development and improvement of the surrounding properties if such activity is proposed in the future. As noted previously, the property to the west is preserved open space in the ownership of Lake Forest Open Lands (LFOLA). By virtue of an access easement on the plat of subdivision, LFOLA has the right to access the preserved open space through the City owned Ragdale Campus. The access through the campus is not ideal, but is workable and available when needed by Open Lands. The City and LFOLA are in continuing discussions around improved access opportunities for the purpose of maintaining the preserved open land.

4. The exterior architectural appearance and functional of any proposed structure will not be incompatible with either the exterior architectural appearance or functional plan of structures already constructed or in the course of construction in the immediate neighborhood or incompatible with the character of the applicable

district so as to cause a substantial depreciation in the property values within the neighborhood.

This criteria is met. No approval of any changes to the exterior of the historic structures on the existing and expanding campus is requested in conjunction with the amendment to the SUP. Interior upgrades are proposed in the Hart residence and the Barn House. Any significant changes to the exterior appearance of the structures or the overall site will require review and approval by the Historic Preservation Commission. The Ragdale Foundation has proven to be a diligent and careful steward of this historically significant site and structures.

5. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.

This criteria is met. Utilities are already in place and serving all of the structures on the Ragdale Campus. No expansion of building footprints is proposed. Grading and drainage plans for the proposed expansion and reconfiguration of the parking areas will be subject to review and approval by the City Engineer. The large site and extensive open space around the parking areas will mitigate any off site impacts.

6. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

This criteria is met. No new curb cuts are proposed. Traffic generation from the site is low. Artists in residence drive to the site but largely remain on the site once they arrive for their stay. Employee parking and limited visitor parking is available in the parking lot in the southeast corner of the site, near Green Bay Road. For the limited large events held on the Ragdale Campus, off-site parking and shuttle service to the site is required and has worked well in the past. Off-site parking has successfully in the past been accommodated in the City owned lots to the north of City Hall for after hour events.

7. The special use shall conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council.

This criteria is met. Except as authorized by the Special Use Permit, the property will be used in a manner consistent with all applicable City regulations.

EXHIBIT C

RAGDALE CAMPUS BOUNDARY MAP

BOUNDARY STUDY

- EXISTING RAGDALE CAMPUS
- "HART PROPERTY" ADDITION



RP
ROSBOROUGH
PARTNERS, INC.
342 N. 4th Street, Suite 104
Libertyville, IL 60048
p 847 549 1361
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www.rosboroughpartners.com

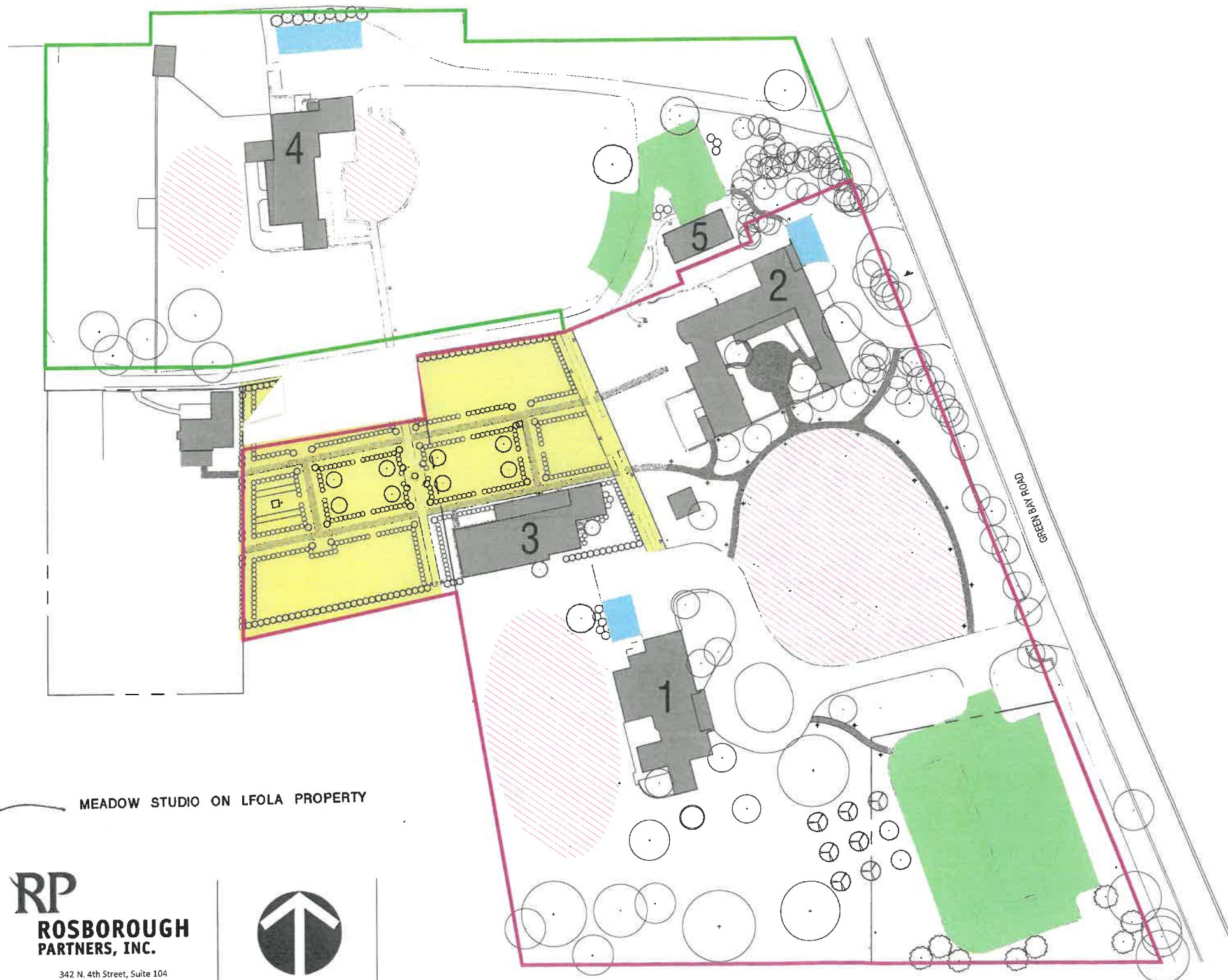


NORTH
SCALE: 1" = 64'-0"

ISSUED FOR:		
BOUNDARY STUDY		
DESIGNED BY: PR, TL		
DRAWN BY: TL		
PROJECT:		
Ragdale Foundation Campus		
1260 N. Green Bay Rd.		
Lake Forest, IL 60045		
REVISIONS:		
1	11-10-21	DETAIL
NO	DATE	ISSUE

EXHIBIT E



RAGDALE USE AREA PLAN



SPECIAL USE DESIGNATIONS

-  EVENT SPACE
-  VISITOR PARKING
-  RESIDENT/ACCESSIBLE PARKING
-  HISTORIC RESTORATION

BOUNDARIES

-  "HART PROPERTY" ADDITION
-  EXISTING RAGDALE CAMPUS

BUILDINGS

- 1 RAGDALE HOUSE
- 2 BARN HOUSE
- 3 SHEARER STUDIO & COMPOSER STUDIO
- 4 HART HOUSE
- 5 MCCUTCHEON STUDIO

ISSUED FOR:

SPECIAL USE

DESIGNED BY:	PR, TL
DRAWN BY:	TL

PROJECT:

PROJECT:
Ragdale Foundation
Campus
1260 N. Green Bay Rd.
Lake Forest, IL 60045

REVISIONS:

1	10-28-21	DETAIL
NO	DATE	ISSUE

RP
ROSBOROUGH
PARTNERS, INC.

342 N. 4th Street, Suite 104
Libertyville, IL 60048
p 847 549 1361
f 847 549 1392
www.rosboroughpartners.com



NORTH

SCALE: 1" = 64'-0"

EXHIBIT F

Legal Description of the Garden Parcel

That part of Lot 2 in Ragdale Subdivision, a subdivision of a part of Lot 1 in Clay Judson Subdivision together with part of Lot 16 in Owner's Subdivision, in the Northeast Quarter (1/4) of Section 29, Township 44 North, Range 12 East of the Third Principal Meridian, City of Lake Forest, Lake County, Illinois, according to the Plat of Subdivision thereof filed for record with the Recorder of Deeds of Lake County, Illinois, on February 26, 1986 as Document No. 2422824, lying south of a line parallel to and 40 feet southerly of the north boundary line of said Lot 2.

EXHIBIT G

EASEMENT DEPICTION



EXHIBIT H
Unconditional Agreement and Consent

Pursuant to Section Four of The City of Lake Forest Ordinance No. 2021 - ____ ("**Ordinance**"), and to induce the City Code to grant the approvals provided for in such Ordinance, the undersigned acknowledges for themselves and their successors and assigns in title to the Property that they

1. have read and understand all of the terms and provisions of Ordinance No. 2021 - ____;
2. hereby unconditionally agree to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of this Ordinance, The City of Lake Forest City Code, and all other applicable codes, ordinances, rules, and regulations;
3. acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's issuance of any permits for the use of the Property, and that the City's issuance of any permit does not, and shall not, in any way, be deemed to insure the Owners against damage or injury of any kind and at any time;
4. acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance;
5. agree to and do hereby hold harmless, defend, and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of these parties with respect to the Property and the City's adoption of the Ordinance or granting the approvals to the Owners pursuant to the Ordinance; and
6. represent and acknowledge that the persons signing this Unconditional Agreement and Consent are duly authorized to do so on behalf of the Owners of the Property.

OWNER:

ATTEST:

FOUNDATION:

ATTEST:

SECOND AMENDMENT TO OPERATING AGREEMENT FOR THE RAGDALE PROPERTIES

THIS SECOND AMENDMENT TO OPERATING AGREEMENT FOR THE RAGDALE PROPERTIES (this "**Amendment**") is made as of _____, 2021, by and between **THE CITY OF LAKE FOREST**, an Illinois municipal corporation (the "**City**") and **THE RAGDALE FOUNDATION**, an Illinois not-for-profit organization (the "**Foundation**").

WHEREAS, the City and the Foundation are parties to a certain Operating Agreement for the Ragdale Properties dated as of July 24, 2001, as amended by a certain Amendment to Operating Agreement for the Ragdale Properties and to Loan Documents dated as of February 16, 2016 (as so amended, the "**Agreement**"), relating to certain properties, more particularly described therein, located in the City and used and operated by the Foundation (the "**Existing Property**");

WHEREAS, the City, Foundation, and Alice Ryerson Hayes are parties to a separate agreement, Restated and Amended Agreement for the Ragdale Properties dated as of July 24, 2001, which Agreement also covers the Existing Property;

WHEREAS, the use and development of the Existing Property is also subject to an Ordinance granting a special use permit and other zoning approvals, as amended from time-to-time;

WHEREAS, contemporaneously herewith the City is acquiring title to two (2) parcels of property, the parcel described on Exhibit A attached hereto (the "**Hart Parcel**"), and the parcel described on Exhibit B attached hereto (the "**Ragdale Parcel**" and, together with the Hart Parcel, the "**Parcels**"), which Parcels are contiguous to the Existing Property;

WHEREAS, the Ragdale Parcel is being conveyed by the Foundation and the Hart Parcel is being conveyed, in part, by a charitable donation from Hart Lake Forest LLC and, in part, in exchange for payment made by the Foundation;

WHEREAS, it is a condition to the conveyance of both the Parcels that the Parcels become subject to the Agreement and used by the Foundation in accordance with the terms thereof, as amended hereby; and

WHEREAS, the City and the Foundation desire to amend the Agreement to add the Parcels to the property subject thereto and to amend the Agreement as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration paid by each party hereto to the other, the receipt and sufficiency of which are hereby mutually acknowledged, the City and the Foundation hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Agreement.

2. **Addition of Parcels to the Property.** The Parcels shall be added to the Property under, and as defined in, the Agreement. All references in the Agreement to the Property

shall include the Parcels. All references in the Agreement to Improvements shall include Improvements now existing on, or hereafter made to, the Parcels.

3. **Term.** Section 2 A. of the Agreement is hereby amended and restated in its entirety as follows:

"The Foundation shall operate, use, and manage the Property for an initial term expiring on December ___, 2120 and, following the expiration of the initial term, the Operating Agreement may be renewed by the Foundation for renewal terms of five years each, unless sooner terminated as herein provided. The initial term and any renewal term shall be collectively known as the "Term." "

4. **Hart Parcel Easement.** The deed conveying the Hart Parcel to the City contains an easement (the "**Hart Easement**") in favor of the "Hart Property" (as defined in such deed). The Hart Easement imposes certain repair obligations on the City, as Grantee, and on the Foundation. The Foundation hereby acknowledges and agrees that, so long as this Agreement is in effect, the Foundation shall be responsible for and shall perform all such repair obligations imposed on the City and Hart, and that the City shall have no obligations with respect to such repairs.

5. **Conservation Agreement.** A portion of the Ragdale Parcel is subject to an agreement entitled Conservation Right dated May 15, 1998 and recorded with the Lake County, Illinois Recorder as Document No. 4166809 (the "**Conservation Agreement**"). The Foundation agrees that it shall comply with the terms of the Conservation Agreement and shall perform any obligations required of the "Grantor" thereunder to the extent applicable to the Ragdale Parcel, and that the City shall have no obligations as the "Grantor" thereunder. The parties acknowledge that the "Cabin" referred to in the Conservation Agreement is not located on the Ragdale Parcel.

6. **Underground Storage Tank.** The City and the Foundation acknowledge that prior to the conveyance of the Hart Parcel to the City, a 1,000 gallon underground storage tank (the "UST") was removed from the Hart Parcel. It is believed that the UST was used to store heating oil. Both the City and the Foundation acknowledge and agree that neither party shall have any liability to the other as a result of the existence or removal of the UST, including without limitation any indemnification or remediation obligations relating to any hazardous substances associate with the prior use or removal of the UST.

7. **Real Estate Taxes for the Parcels.** The parties shall cooperate in applying to the appropriate authorities for exemption of the Parcels from State of Illinois real estate taxes; provided, however, the failure to obtain or delay in obtaining a real estate tax exemption as provided above shall not constitute a breach of the Agreement or this Amendment. Additionally, the foregoing shall not relieve the Foundation of its obligation to pay taxes for the Parcels as set forth in the Agreement.

8. **Tenancy Termination.** The Foundation shall use good faith efforts to cause the tenants who occupy the Hart Parcel to vacate their occupancy on or before the closing of the sale of the Hart Parcel to the City. In the event the tenants do not terminate their occupancy and vacate the Hart Parcel on or before closing of the sale of the Hart Parcel to the City, the Foundation shall (a) continue to use good faith efforts to promptly remove the tenants from the Hart Parcel and shall be solely responsible for all costs thereof; and (b) indemnify and hold harmless the City from all losses, costs, damages, claims, liabilities and expenses (including reasonable attorneys'

fees and court costs) arising from the tenants' occupancy of the Hart Parcel, including, without limitation, the termination of the tenants' occupancy, except to the extent the same results from the gross negligence or willful misconduct of the City, its agents, employees or representatives, and provided that the Foundation shall not be liable for any consequential, indirect or punitive damages.

9. **Amendments.** Each of the City and the Foundation hereby acknowledges and agrees that the Agreement is hereby amended to conform to the terms hereof.

10. **Miscellaneous.**

(a) In the event that the terms of the Agreement conflict or are inconsistent with those of this Amendment, the terms of this Amendment shall govern.

(b) Except as amended by this Amendment, the terms of the Agreement remain in full force and effect.

(c) This Amendment shall become effective only upon execution and delivery by both the City and the Foundation.

(d) This Amendment may be executed in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

(e) This Amendment shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Illinois.

[Remainder of page intentionally blank; signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first written above.

THE CITY OF LAKE FOREST

THE RAGDALE FOUNDATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Hart Parcel Legal Descriptions

A PARCEL OF LAND COMPRISED OF LOTS 14 AND 16 IN OWNERS SUBDIVISION, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON APRIL 4, 1904 AS DOCUMENT 94205, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT 16 IN OWNER'S SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 16, BEING ALSO THE WESTERLY LINE OF GREEN BAY ROAD, A DISTANCE OF 118.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON JANUARY 2ND 1937; THENCE SOUTHWESTARDLY ALONG SAID SOUTHERLY LINE, FORMING AN ANGLE OF 90 DEGREES 22 MINUTES 30 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM THE NORTHWESTERLY TO SOUTHWESTERLY, A DISTANCE OF 204.46 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE WESTARDLY, CONTINUING ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND FORMING AN ANGLE OF 167 DEGREES 09 MINUTES 51 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM NORTHEASTERLY TO WESTERLY, A DISTANCE OF 216.86 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE WEST ALONG THE SOUTHERLY LINE OF AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170, FORMING AN ANGLE OF 170 DEGREES 55 MINUTES 17 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED COUNTER-CLOCKWISE FROM EASTERLY TO WEST, A DISTANCE OF 116.04 FEET; THENCE NORTH ALONG A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF AFOREMENTIONED LOT 16 IN OWNER'S SUBDIVISION, FORMING AN ANGLE OF 89 DEGREES 59 MINUTES 34 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM EAST TO NORTH, A DISTANCE OF 220.35 FEET TO A POINT ON SAID NORTH LINE OF LOT 16 WHICH IS 1333.46 FEET EAST FROM THE NORTHWEST CORNER OF SAID LOT 16, AS MEASURED ALONG SAID NORTH LINE; THENCE EAST ALONG SAID NORTH LINE, FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED COUNTER-CLOCKWISE FROM SOUTH TO EAST, A DISTANCE OF 67.08 FEET TO A POINT ON SAID NORTH LINE WHICH IS 1158.88 FEET EAST FROM THE SOUTHWEST CORNER OF LOT 14 IN OWNER'S SUBDIVISION; THENCE NORTH, ENTERING LOT 14 ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH SAID NORTH LINE OF LOT 16 (BEING HERE ALSO THE SOUTH LINE OF SAID LOT 14), AS MEASURED COUNTER-CLOCKWISE FROM WEST TO NORTH, A DISTANCE OF 20.00 FEET; THENCE EAST ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM WEST TO SOUTH, A DISTANCE OF 200 FEET; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTERCLOCKWISE FROM WEST TO SOUTH, A DISTANCE OF 20.00 FEET TO A

POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 14 AND THE NORTH LINE OF LOT 16; THENCE EAST ALONG SAID NORTH LINE OF LOT 16, FORMING AN ANGLE OF 270 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM NORTH TO EAST, A DISTANCE OF 209.42 FEET TO THE POINT OF BEGINNING.

EXCEPT A PARCEL OF LAND CONVEYED FROM THE MARGARET'S HART LAKE FOREST RESIDENCE TRUST TO THE CITY OF LAKE FOREST DATED 12/12/01 RECORDED 3/22/02 AS DOCUMENT NUMBER 4887403, LAKE COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF THE AFORESAID LOT 16 IN OWNER'S SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 16 (BEING ALSO THE WESTERLY LINE OF GREEN BAY ROAD) A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID EASTERLY LINE OF SAID LOT 16 A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH A SOUTHERLY LINE OF THE TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS ON JANUARY 2, 1937; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE, FORMING AN ANGLE OF 90 DEGREES, 22 MINUTES, 30 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTERCLOCKWISE FROM NORTH-WESTERLY TO SOUTHWESTERLY, A DISTANCE OF 123.26 FEET; THEN NORTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.00 FEET; THENCE NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 50.23 FEET; THENCE NORTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.00 FEET; THEN NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 73.13 FEET, TO SAID POINT OF BEGINNING, BEING THE EASTERLY LINE OF SAID LOT 16.

ALSO EXCEPT A PARCEL OF LAND OVER PART OF LOT 16 IN OWNERS SUBDIVISION, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON APRIL 4, 1904 AS DOCUMENT 94205, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT 16 IN OWNER'S SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 16, BEING ALSO THE WESTERLY LINE OF GREEN BAY ROAD, A DISTANCE OF 118.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON JANUARY 2ND 1937; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE, FORMING AN ANGLE OF 90 DEGREES 22 MINUTES 30 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM THE NORTHWESTERLY TO SOUTHWESTERLY, A DISTANCE OF 204.46 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; BEING THE POINT OF BEGINNING OF A STRIP OF LAND BEING 14.00 FEET WIDE LYING NORTH OF AND PARALLEL WITH THE FOLLOWING

DESCRIBED LINES: THENCE WESTERLY, CONTINUING ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND FORMING AN ANGLE OF 167 DEGREES 09 MINUTES 51 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM NORTHEASTERLY TO WESTERLY, A DISTANCE OF 216.86 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE WEST ALONG THE SOUTHERLY LINE OF AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170, FORMING AN ANGLE OF 170 DEGREES 55 MINUTES 17 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED COUNTER-CLOCKWISE FROM EASTERLY TO WEST, A DISTANCE OF 116.04 FEET; (THE WEST SIDELINE TO MEET AT ANGLE POINTS ALONG A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF AFOREMENTIONED LOT 16 IN OWNER'S SUBDIVISION, FORMING AN ANGLE OF 89 DEGREES 59 MINUTES 34 SECONDS WITH THE LAST DESCRIBED LINE), IN LAKE COUNTY, ILLINOIS. CONTAINING 92,242 S.F., (2.12 ACRES).

EXHIBIT B

Ragdale Parcel Legal Descriptions

LOT 4 IN RAGDALE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, EXCEPT THE FOLLOWING:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4 AND RUNNING THENCE SOUTH 0 DEGREES 9 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 4 (BASIS OF BEARINGS ASSUMED), A DISTANCE OF 120 FEET TO THE INTERSECTION OF SAID WEST LINE OF LOT 4 WITH THE NORTHERLY LINE OF LOT 1 IN CLAY JUDSON SUBDIVISION IN SECTION 29; THENCE NORTH 89 DEGREES 50 MINUTES 42 SECONDS EAST ALONG SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 77.55 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE NORTH 77 DEGREES 37 MINUTES 16 SECONDS EAST ALONG SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 47.79 FEET TO THE INTERSECTION OF SAID NORTHERLY LINE OF LOT 1 WITH THE EAST LINE OF LOT 4 IN RAGDALE SUBDIVISION IN SECTION 29; THENCE NORTH 0 DEGREES 9 MINUTES 18 SECONDS WEST ALONG SAID EAST LINE OF LOT 4, A DISTANCE OF 111.45 FEET TO THE NORTHERLY LINE THEREOF; THENCE SOUTH 80 DEGREES 46 MINUTES 0 SECONDS WEST ALONG SAID NORTHERLY LINE OF LOT 4, A DISTANCE OF 9.94 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE SOUTH 89 DEGREES 50 MINUTES 42 SECONDS WEST ALONG SAID NORTHERLY LINE OF LOT 4, A DISTANCE OF 114.44 FEET TO THE POINT OF THE BEGINNING, HEREIN BEFORE DESCRIBED, IN LAKE COUNTY, ILLINOIS.