

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

Monday, November 21, 2022, 6:30 pm
220 E. Deerpath, Lake Forest, IL 60045

Honorable Mayor, George Pandaleon

James E. Morris, Alderman First Ward

Nancy P. Novit, Alderman First Ward

Melanie Rummel, Alderman Second Ward

Edward U. Notz, Jr., Alderman Second Ward

Jim Preschlack, Alderman Third Ward

Ara Goshgarian, Alderman Third Ward

Raymond Buschmann, Alderman Fourth Ward

Eileen Looby Weber, Alderman Fourth Ward

CALL TO ORDER AND ROLL CALL

6:30 p.m.

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

A. Resolution of Appreciation for Steve Schutt, Former Lake Forest College President

A copy of the Resolution can be found **on page 14**

COUNCIL ACTION: Approve the Resolution of Appreciation

B. Swear in Firefighter Paramedic Mike Szymanek

2. COMMENTS BY CITY MANAGER

A. Community Spotlight

Elawa Farm

- Laura Calvert, Executive Director

3. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL

4. COMMITTEE REPORTS

FINANCE COMMITTEE

1. Consideration of an Ordinance Establishing the 2022 Tax Levy (First Reading)

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

PURPOSE AND ACTION REQUESTED: Staff requests approving the first reading of an Ordinance establishing the 2022 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 revenue, which represents more than 50% of General Fund revenue.

Spreadsheets related to the proposed tax levy for 2022 are attached (**page 15**) 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 2022 LEVY	2021 Extension	\$ CHANGE	% CHANGE
City General	\$ 15,304,037	\$ 14,738,052	\$ 565,985	3.84%
Pension Funds	7,649,871	7,421,630	228,241	3.08%
Parks and Recreation	5,594,063	5,327,679	266,384	5.00%
Recreation & Parks/Specific Purpose	125,000	125,000	0	0.00%
Special Recreation	527,054	501,956	25,098	5.00%
Capital Improvements	1,891,019	1,539,144	351,875	22.86%
Library	4,268,942	4,049,256	219,686	5.43%
Library sites	456,776	435,025	21,751	5.00%
PTAB/CE Recapture	0	266,960	(266,960)	-100.00%
Bond Funds	1,825,725	1,839,687	(13,962)	-0.76%
TOTAL TAX LEVY - CITY	\$ 37,642,487	\$ 36,244,389	\$ 1,398,098	3.86%
School District 67- ESTIMATED	\$ 37,991,625	36,290,392	\$ 1,701,233	4.69%
GRAND TOTAL	75,634,112	72,534,781	\$ 3,099,331	4.27%
Ordinance (exclude Bond Funds)	<u>\$73,808,387</u>			

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

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Finance Committee	11/14/22	Discussion of proposed 2022 tax levy
City Council	11/7/22	Determination of a preliminary non-binding estimate of the 2022 levy
Finance Committee	10/17/22	Approval of 2022 Tax Levy Estimate

BUDGET/FISCAL IMPACT: The proposed tax levy for 2022 reflects a 3.86% increase over the 2021 tax levy extensions for the City and Library operating funds and City pension and debt service

funds. This increase is comprised of the 5.00% property tax cap increase on Parks/Recreation and Library 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 General Fund and pension costs of 3.00%. Police and Fire pension costs are 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 \$140 or 3.45%.**

COUNCIL ACTION: Grant first reading of an Ordinance Establishing the 2022 Tax Levy (page 19).

2. Approval of Ordinances Abating 2022 Tax Levies for Various G.O. Alternate Revenue Bond Issues (First Reading)

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

PURPOSE AND ACTION REQUESTED: Staff requests first reading of ordinances abating 2022 debt service property tax levies.

BACKGROUND/DISCUSSION: The proposed Ordinances provide for the abatement (reduction) of 2022 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 2022 bond tax levies, an abatement ordinance must be approved and filed with the County Clerk no later than March 1, 2023. 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 27**) are as follows:

- An Ordinance Abating a Portion of the Tax being Levied in 2022 for the Annual Payment of the Principal and Interest on the General Obligation Bonds, Series 2015 Bond Issue
- An Ordinance Abating the Total Tax being Levied in 2022 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 2022 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:

2022 Debt Service Levy and Abatements

	Levy per County	TIF	Golf	Water	.5 NHRST	Net Levy
2015	622,050.00	(359,937.50)				262,112.50
2017	786,152.50			(786,152.50)		0.00
2019	2,685,962.50		(92,166.91)	(1,242,767.41)	(518,315.68)	832,712.50
2021	730,900.00					730,900.00
	4,825,065.00	(359,937.50)	(92,166.91)	(2,028,919.91)	(518,315.68)	1,825,725.00
1% L/C	4,873,315.65					1,843,982.25

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

3. Consideration of an Ordinance approving a Fee Schedule and Ordinance Adopting a New Fee (First Reading)

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

PURPOSE AND ACTION REQUESTED: Staff requests approving the first reading 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 58**. 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 31**)
- Ordinance adopting a new fee pertaining to contractor changes after permits are issued (**page 55**)

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Finance Committee	11/14/22	Discussion of proposed ordinances

BUDGET/FISCAL IMPACT: Annual revenue for the new and increased fees is estimated to be \$161,166 in the General Fund, \$8,949 in the Parks and Recreation Fund, \$23,380 in the Golf Course Fund and \$245,265 in the Water Utility Fund.

COUNCIL ACTION: Grant first reading of an Ordinance approving a fee schedule and an Ordinance adopting a new fee pertaining to contractor changes after permits are issued.

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION
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1. Approval of November 7, 2022, City Council Meeting Minutes

A copy of the minutes can be found beginning on **page 69**

COUNCIL ACTION: Approval of November 7, 2022, City Council Meeting Minutes

2. Approval of FY23 Administrative Directives Updates

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

PURPOSE AND ACTION REQUESTED: City Council approval of updates to FY23 Administrative Directives.

BACKGROUND/DISCUSSION: Amendment to the entertainment expense reimbursement section to classify the Employee Recognition Dinner similar to the Board and Commission Recognition Dinner, Mayor's Chairman Dinner, Elected Official Recognition Dinners and Lake Forest Day Mayor's Reception. Strict alcohol ticket system will be utilized to limit financial impact to the City.

Update to allow all departments to purchase logo wear for employee where a uniform is not required has been requested by employees and supervisory staff. There are many advantages to incorporating optional logo wear. Branded apparel serves to unite colleagues as a team, and boosts organizational culture and employee morale.

When recommending changes to the Personnel Policies and Administrative Directives, the City utilizes our labor attorneys to remain compliant with all federal, state, and local laws and regulations, as well as risk assessments.

Administrative Directives
1-11 Reimbursement or Approval of Authorized Expenses <ul style="list-style-type: none">• 4.5.7 – Updated entertainment expense reimbursement for Employee Recognition Dinner removing cash bar language.
2-15 Employee Fringe Benefits <ul style="list-style-type: none">• 3.2.2 – Updated to reflect the ability for all departments to purchase logo wear for employees up to \$75 per fiscal year.

BUDGET/FISCAL IMPACT: Sufficient funding is available in the FY23 budget.

COUNCIL ACTION: Approval of FY23 Administrative Directive Changes.

3. Approval of Contract with American Printing Technologies for Processing Vehicle Licenses and Parking Permits in an Amount Not to Exceed \$44,000

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

PURPOSE AND ACTION REQUESTED: Staff requests City Council award a one-year contract with the option to renew up to five years, based on performance, for the processing of the City's vehicle licenses and parking permits to American Printing Technologies.

BACKGROUND/DISCUSSION: The current contract with American Printing Technologies is scheduled to expire for the online processing of the City's vehicle licenses and parking permits. City staff completed two Request for Proposals (RFP) for these services. The first RFP was for the processing of vehicle licenses and the second RFP for processing parking permits. Two RFPs were issued to widen the search for these services. One response was received for the vehicle license RFP and three were received for parking permits.:

Vehicle Licenses:

American Printing Technologies	\$36,400 (City provides licenses)
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Parking Permits:

American Printing Technologies	\$7,600 (City provides permits)
Yodel	\$16,924 (Yodel provides permits)
IParq	\$20,139 (IParq provides permits)

American Printing Technologies offers online purchases of vehicle licenses and parking permits, as well as fulfillment services and is the City's current vendor for both processes. With the combination of both services under one vendor, economies of scale were realized. This contract award assumes that pet licenses are eliminated for the coming renewal season, as recommended by staff at the November 14 Finance Committee meeting. The City will supply the vehicle licenses and parking permits.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Finance Committee	11/14/22	Presented elimination of pet licenses

BUDGET/FISCAL IMPACT:

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

Below is an estimated summary of Contract budget:

FY2023 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Finance Operating	\$44,500	\$44,000	Y

COUNCIL ACTION: Approval of Contract with American Printing Technologies for Processing Vehicle Licenses and Parking Permits in an Amount Not to Exceed \$44,000

4. Approval of an Additional Account Clerk III Position in the Finance Department

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

PURPOSE AND ACTION REQUESTED: Staff requests City Council approval of an additional Account Clerk III position in the Finance Department to support the department's succession planning initiative.

BACKGROUND/DISCUSSION: In 2020, the Finance Department implemented a succession planning initiative. While not imminent, it was recognized that both the Finance Director and Assistant Finance Director were approaching retirement. Given significant and growing challenges in filling government finance leadership positions, the succession planning initiative is designed to ensure that the future leaders of the Lake Forest Finance Department could be developed internally. Two Staff Accountant I positions were converted from existing positions in the department. The succession planning initiative was intended to proceed as follows:

- Staff Accountant I positions would first learn each other's positions, ensuring complete cross training in the two positions
- Staff Accountant I positions would next learn Assistant Finance Director job duties, significantly increasing exposure to the audit process
- Finally, Staff Accountant I positions would be considered for promotion to Staff Accountant II. Staff Accountant II job duties would include substantially increased participation in the City's budget processes and exposure to Finance Director job duties.

The COVID pandemic, significantly increased Real Estate Transfer Tax activity, staff turnover and a promotion have posed dramatic challenges to the succession planning initiative. Recently, two team members completed probationary periods in their respective positions. This presents an opportunity to resume the succession planning in earnest. However, significant time is required by the Director, Assistant Director and both Staff Accountant I positions to allow for the knowledge transfer of work performed by both the Director and Assistant Director. With a small staff, it is anticipated that the department will face continued challenges in successfully implementing the succession planning initiative at current staffing levels in the Finance Department. Therefore, approval of an additional Account Clerk III – Customer Support position is requested. With the hope that current team members will advance to leadership positions in the future, it would be appropriate to re-evaluate the need for the additional position.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Manager and Human Resources Director	11/8/22	Recommend City Council approval of request.

BUDGET/FISCAL IMPACT: Given the challenging hiring environment, the department would like to proceed with recruitment immediately and would hope to have the new employee on board and trained by early March to assist with vehicle sticker and parking permit renewals. Assuming a February 1 start date, it is projected that the position would cost approximately \$23,252 for the current fiscal year.

FY2023 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
101-1314-410.10-10	\$ N/A	\$ 23,252	N

If approved, the department will conduct a comprehensive review for any potential budget savings that can offset the additional cost in both the current and future years. Savings may be available by assuming some vehicle sticker/parking permit renewal tasks currently contracted out.

COUNCIL ACTION: Approval of an additional Account Clerk III Position in the Finance Department.

5. Approval of a Resolution to Enter into an Intergovernmental Agreement Authorizing Participation in the Mutual Aid Box Alarm System.

STAFF CONTACT: *Pete Siebert, Fire Chief (810-3864)*

PURPOSE AND ACTION REQUESTED: By entering into this Intergovernmental agreement, The City of Lake Forest will continue to be an active participant in the Illinois Mutual Aid Box Alarm System (MABAS). The intergovernmental agreement with MABAS provides a master agreement for all participants and allows fire departments to legally give and receive mutual aid assistance to/from other fire departments (see attached Master Agreement and Agreement Letter).

BACKGROUND/DISCUSSION: The Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. The Lake Forest Fire Department has been an active participant in MABAS for many years. There have been numerous large-scale incidents within the boundaries of Lake Forest including fires, emergency medical incidents, and technical rescue, where the assistance from other MABAS entities has been required to successfully mitigate the incident. The Lake Forest Fire Department has benefited greatly from the assistance received by participating MABAS departments, and in turn, the Lake Forest Fire Department has assisted other MABAS departments in their time of need.

The proposed resolution and intergovernmental agreement can be found beginning on **page 73**.

BUDGET/FISCAL IMPACT: The Lake Forest Fire Department budgets for annual MABAS dues (FY 23 \$7,150.00). The dues payment is used to offset dispatching expenses provided on MABAS calls (by Cencom in Round Lake), training coordination for the MABAS division, and the upkeep of all MABAS Specialized Rescue Team (SRT) assets.

COUNCIL ACTION: Approval of a Resolution to Enter into an Intergovernmental Agreement Authorizing Participation in the Mutual Aid Box Alarm System

6. Award of the contract for GIS Services to MGP, Inc. in the not-to-exceed amount of \$126,289 for calendar year 2023.

STAFF CONTACT: *Byron Kutz, Superintendent of Engineering (847-810-3555)*

PURPOSE AND ACTION REQUESTED: Staff recommends awarding the contract for Geographic Information System (GIS) Services to MGP, Inc. in the not-to-exceed amount of \$126,289 for calendar year 2023.

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 41 members in the GISC including nearby communities such as 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 will be reduced from 100% staffing to 50% staffing for Lake Forest. MGP staff will be onsite ten days a month to provide GIS services to city staff, the public and consulting firms as needed. For reference of the 41 members in the GISC there are only about 5 communities with 100% staffing while the majority are staffed 2-4 days a week. This decision was decided by an ad hoc group composed of staff members from Information Technology, Public Works-Operations, Community Development, and Engineering. This group surveyed power users from every department based on the following variables: what works in the program, what could be improved in the program, and what future abilities would they like to see in GIS. City staff ultimately decided with the revised hours that this service delivery framework with MGP is still the best fit for the City. Staff attributed the decrease in hours to the fact that the City's data is maturing and does not require as many hours as when the system was initially being developed back in 2010. Staff will have the ability to contact MGP staff for all GIS needs even on days they are not physically onsite. With this being a one-year contract, Staff can re-evaluate at the end of the year and analyze if the revised hours are still appropriate or if they need to be adjusted going forward. In discussions with MGP, the City requested that MGP provides additional transaction reports throughout the year so that usage can be better analyzed. The ad hoc group decided that innovation is an important emphasis for the contract with GIS going forward and therefore MGP agreed to hosting routine lunch-and-learns with City Staff to discuss opportunities for additional innovative approaches with GIS.

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 2023 is for services not to exceed \$111,240 for staffing costs. Additionally, the City also pays \$15,049 for costs related to software, licensing, and other fixed-costs that MGP incurs with this contract for a total of \$126,289. The 2023 staffing costs of \$111,240 is a decrease of 48% (\$103,006) from the 2022 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 97** of your packet is the Calendar Year 2023 GIS Consortium Service Provider Contract for MGP. January through April expenses will be made from the City's FY2023 budget, while May through December expenses will be funded from the City's FY2024 budget.

Below is an estimated summary of Project budget:

FY2024 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
101-3747-435.35-46	\$126,289	\$126,289	Y*

*Part of the FY 2024 budget approval process

COUNCIL ACTION: Award of the contract for GIS Services to MGP, Inc. in the not-to-exceed amount of \$126,289 for calendar year 2023.

- 7. Consideration of a Recommendation from the Plan Commission in Support of an amendment to a Special Use Permit and an Associated Resubdivision for Faith Lutheran Church, 680 W. Deerpath. (If desired by the Council, Waive First Reading and Grant Final Approval of an Ordinance and by Motion, Approve the Resubdivision.)**

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

PURPOSE AND ACTION REQUESTED: A recommendation from the Plan Commission is presented for City Council consideration as part of the Omnibus Agenda.

BACKGROUND/DISCUSSION:

Faith Lutheran Church is requesting an amendment to the existing Special Use Permit for the Church for the sole purpose of modifying the boundaries of the church campus to reflect the current use. No change in or expansion of use is proposed.

The Church, and the two properties to the west are in the common ownership of the Church. For many decades, the Church driveway and a portion of the parking lot have been located

on the property immediately to the west of the Church building as recognized in the previously granted Special Use Permit for the Church. The rear yard of the third property is regularly used for outdoor Church gatherings.

Both of the parcels located to the west of the Church are developed with modest homes. The proposed amendment and resubdivision will lay the groundwork if in the future, the Church no longer has need for one or both of the single family residences.

If the plat of resubdivision is approved, the existing homes will be located on smaller, legally platted lots which could be sold off individually. This request does not propose or seek approval for any improvements or changes to the Church Campus.

No public testimony was presented on this petition. The Plan Commission voted 5 to 0 to recommend approval of the petition to the City Council. Additional background is provided in the Plan Commission Report beginning on **page 126** of the Council packet. The Ordinance is included in the Council packet beginning on **page 119**.

COUNCIL ACTION: If determined to be appropriate by the City Council:

1. Waive First Reading and Grant Final Approval of an Ordinance approving an amendment to the Special Use Permit for Faith Lutheran Church.

and

2. By motion, approve the associated plat of resubdivision.

8. Consideration of a Waiver of Permit Fees for Replacement of the Dome at the Lake Forest Library, 360 E. Deerpath. (Approval by Motion)

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

PURPOSE AND ACTION REQUESTED: City Council is asked to consider waiving permit fees in support of replacement of the Library dome.

BACKGROUND/DISCUSSION: The Lake Forest Library, constructed in 1931, is a treasured community building. As the City Council is well aware, the Library dome has been wrapped, protected from the weather, for a number of years. The necessary study and due diligence have been completed, construction plans prepared, and applications for permits were recently submitted. The restoration of the dome is poised to move forward once the weather warms in 2023.

Consistent with past City Council approval of waivers of permit fees for some improvement projects at community buildings, a waiver of permit fees for this project, given the community interest in seeing the restoration of the dome move forward, is recommended. 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 minimal. Staff review of the construction plans, administrative work related to the issuance and tracking of the permit, and City inspections throughout the construction process, will be provided by the City as an in kind contribution to this community project.

Construction Permit Fees	Permit Fees	Amount of Fee Waiver Requested
Dome Replacement and Related Work – Lake Forest Library	\$7,730.00	\$7,730.00

COUNCIL ACTION: If desired by the City Council, approve a motion waiving permit fees in the amount of \$7,730.00 for work related to the replacement of the dome at the Lake Forest Library.

COUNCIL ACTION: Approval of the eight (8) omnibus items as presented.

6. OLD BUSINESS

7. NEW BUSINESS

8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS

9. ADJOURNMENT

A copy of the Decision Making Parameters is included beginning on **page 13** of this packet.

Office of the City Manager

November 16, 2022

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





THE CITY OF LAKE FOREST

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

Adopted June 18, 2018

The City of Lake Forest Mission Statement:

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

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

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

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

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

Resolution of Appreciation

WHEREAS, Stephen D. Schutt has served in the role of President of Lake Forest College since 2001, as the thirteenth College President; and

WHEREAS, under President Schutt's leadership, the College has not only remained relevant in an ever changing World, but increased enrollment by 35%, from 1,258 in 2001 to 1,700 in 2022; and

WHEREAS, President Schutt supported the creation of new and forward thinking academic programs including: African American Studies, Data Science, Entrepreneurship and Innovation, Finance, and the Health Professions Program; and

WHEREAS, not only was President Schutt instrumental in growing student enrollment and academic options, he also spearheaded significant enhancements to the Campus facilities during his tenure including new construction, renovations and additions, a few notable examples include the Donnelly and Lee Library, Mohr Student Center, the Sports and Recreation Center, Moore Residence Hall, the Lillard Science Center, Mohr Field and Halas Hall and most recently, a \$20 million dollar renovation and expansion of the oldest building on the College Campus formerly Young Hall, today Brown Hall; and

WHEREAS, to his credit, during President Schutt's time leading the College, \$300 million dollars were raised to support Lake Forest College positioning the College to remain strong and to flourish long into the future; and

WHEREAS, the College is at the very foundation of the City of Lake Forest and, thanks to President Schutt, remains a strong and valued community institution; and

WHEREAS, President Schutt reached out and invited the community on to the Campus, to lectures and programs, to events and of course, to football games; and

WHEREAS, the City of Lake Forest and its citizens are forever indebted to President Schutt for his leadership, ability to look beyond what was thought to be possible, and for assuring the future success of Lake Forest College; and

WHEREAS, the City Council of the City of Lake Forest, on behalf of all its residents, express sincere gratitude to President Schutt and wish him, his wife and daughter the very best in the future; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of The City of Lake Forest, Illinois, hereby expresses the profound gratitude of the citizens of Lake Forest to **Stephen D. Schutt** for the loyal and faithful public service he has given by means of this Resolution, which shall be spread upon the permanent records of the City.

Adopted by the City Council of The City of Lake Forest this 21st day of November 2022.

George A. Pandaleon, Mayor

Attachment 1

**ESTIMATING EQUALIZED ASSESSED VALUATION, TAX LEVY LIMITATIONS
AND NEW GROWTH PROJECTIONS FOR 2022 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 2022 is as follows:

2021 EAV for The City of Lake Forest	2,381,873,010
Estimated average change to existing property	<u>2.40%</u>
2022 EAV for existing property	<u>2,439,013,037</u>
Total Estimated New Construction Growth for 2022	\$ 9,698,793
Total Projected EAV for 2022 Tax Levy	<u>\$ 2,448,711,830</u>

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

A.	Tax Levy Extensions for the 2021 Tax Year (Excluding Debt Service, Special Rec and partial Fire Pension Tax Levy Extension)	\$ 33,785,511
B.	Total Projected EAV for 2022 Tax Levy	\$ 2,448,711,830
C.	Total Estimated New Construction Growth for 2022	\$ 9,698,793
D.	CPI Increase for 2022 Levy	5.00%
Step 1	Numerator of Limiting Rate:	\$ 33,785,511 X 105.000% = <u>\$ 35,474,787</u>
Step 2	Denominator of Limiting Rate:	\$ 2,448,711,830 - 9,698,793 = <u>\$ 2,439,013,037</u>
Step 3	Limiting Rate (Per \$100 EAV):	\$ 35,474,787 / 2,439,013,037 = <u>\$ 0.01454</u>
Step 4	Maximum Tax Extension for 2022 Tax Year (Excluding Debt Service Tax Levy Extension):	\$ 2,448,711,830 X \$ 0.01454 = <u>\$ 35,615,853</u>
Step 5	Added Tax Levy Extension Based on New Growth (Step 4 minus Step 1)	= <u>\$ 141,066</u>
Aggregate Levy - Truth in Taxation Estimate:		105.42%
Tax Cap		5.00%
New Construction		<u>0.42%</u>
		<u>5.42%</u>

The City of Lake Forest Tax Levy 2022

Attachment 2

FUND	2022 LEVY	2021 Extension	\$ CHANGE	% CHANGE	
General	\$15,180,194	14,738,052	442,142	3.00%	
Pension Funds					
IMRF/SS - Funded Ratio 113.47%	1,331,879	1,293,086	38,793	3.00%	
Police Pension - Funded Ratio 56.42%	3,284,419	3,188,756	95,663	3.00%	Pens Sub (+\$255k)
Fire Pension - Funded Ratio 70.39%	2,077,963	2,222,192	(144,229)	-6.49%	Pens Sub (+\$296k)
Sub-Total Pension Funds	6,694,261	6,704,034	(9,773)	-0.15%	
Other Funds					
Recreation and Parks	5,594,063	5,327,679	266,384	5.00%	
Recreation and Parks-IMRF/SS	630,378	600,360	30,018	5.00%	
Special Recreation			0		
Capital Improvements (Cap Applies)	1,891,019	1,539,144	351,875	22.86%	5-year (+\$350k)
Recreation and Parks/Specific Purpose	125,000	125,000	0	0.00%	
Library	4,251,719	4,049,256	202,463	5.00%	
Library-sites	456,776	435,025	21,751	5.00%	
Sub-Total Other Funds	12,948,955	12,076,464	872,491	7.22%	
TOTAL LEVY UNDER TAX CAP	34,823,409	33,518,550	1,304,859	3.89%	
Bond Funds (Cap Applies)					
2010/2013/2021 GO Bonds MS/CIP	730,900	734,750	(3,850)	-0.52%	
2019 Refunding	832,713	831,463	1,250	0.15%	
Extension Adjustment	0	18,236	(18,236)		
2015 GO Bonds - CIP	262,112	255,238	6,874	2.69%	
Sub-Total Bond Funds	1,825,725	1,839,687	(13,962)	-0.76%	
TOTAL TAX LEVY BEFORE NEW GROWTH and ALLOWANCES	36,649,134	35,358,237	1,290,897	3.65%	
Fire Pension PA 93-0689	325,232	117,236	207,996	177.42%	
Special Recreation	527,054	501,956	25,098	5.00%	
PTAB/CE Recapture		266,960	(266,960)	N/A	New Legislation
Plus New Growth	141,066		141,066	N/A	
GRAND TOTAL TAX LEVY	37,642,486	36,244,389	1,398,097	3.86%	
Ord 2013-70 Debt/Capital Cap	3,716,744	3,378,831	337,913	10.00%	Cap \$3,950,939
Aggregate Levy (Truth in Taxation)	35,816,761	34,137,742	1,679,019	4.92%	
DISTRIBUTION OF GROWTH					
General Fund Levy -	\$ 123,843				
Library Levy -	17,223				
TOTAL NEW GROWTH	\$ 141,066				

The City of Lake Forest

Tax Levy

2022

Attachment 3

FUND	2022 LEVY	2021 Extension	\$ CHANGE	% CHANGE	
General	\$15,304,037	14,738,052	565,985	3.84%	
<u>Pension Funds</u>					
IMRF/SS	1,331,879	1,293,086	38,793	3.00%	
Police Pension	3,284,419	3,188,756	95,663	3.00%	Pens Sub (+\$255k)
Fire Pension	2,403,195	2,339,428	63,767	2.73%	Pens Sub (+\$296k)
Sub-Total Pension Funds	7,019,493	6,821,270	198,223	2.91%	
<u>Agency Funds</u>					
Recreation and Parks	5,594,063	5,327,679	266,384	5.00%	
Recreation and Parks-IMRF/SS	630,378	600,360	30,018	5.00%	
Recreation and Parks-Specific Purpose	125,000	125,000	0	0.00%	
Special Recreation	527,054	501,956	25,098	5.00%	
Capital Improvements	1,891,019	1,539,144	351,875	22.86%	5-year (+\$350k)
Library	4,268,942	4,049,256	219,686	5.43%	
Library-sites	456,776	435,025	21,751	5.00%	
Sub-Total Agency Funds	13,493,232	12,578,420	914,812	7.27%	
AGGREGATE LEVY	35,816,761	34,137,742	1,679,019	4.92%	
<u>Bond Funds</u>					
2010 GO Bonds MS/CIP	730,900	734,750	(3,850)	-0.52%	
2009 GO Bonds Western	832,713	831,463	1,250	0.15%	
Extension Adjustment		18,236	(18,236)		
2015 GO Bonds - CIP	262,112	255,238	6,874		
Sub-Total Bond Funds	1,825,725	1,839,687	(13,962)	-0.76%	
PTAB/CE Recapture	0	266,960	(266,960)	N/A	New Legislation
GRAND TOTAL TAX LEVY	37,642,486	36,244,389	1,398,097	3.86%	

The City of Lake Forest
Tax Levy
2022
Explanation of Homeowner Increase

Attachment 4

	2022 LEVY	2021 Extension	\$ CHANGE	% CHANGE
Levy before growth and exclusions	\$ 34,823,409	\$ 33,518,550	\$ 1,304,859	3.89%
Plus growth and exclusions	993,352	619,192	\$ 374,160	
TOTAL LEVY UNDER TAX CAP	\$ 35,816,761	\$ 34,137,742	\$ 1,679,019	4.92%
PTAB/CE Recapture	0	266,960	\$ (266,960)	
Bond Funds	1,825,725	1,839,687	\$ (13,962)	
TOTAL TAX LEVY	\$ 37,642,486	\$ 36,244,389	\$ 1,398,097	3.86%
Increase excl new growth/exclusions	36,649,134	35,358,237		3.65%

	2022 Forecast	2021 Actual	
City Equalized Assessed Value (EAV) 1/3 market value	2,448,711,830	2,381,873,010	
City Levy	37,642,486	36,244,389	
Tax Rate	1.5372	1.5217	levy divided by EAV X 100
Average Home Market Value	\$ 819,192	\$ 800,000	
EAV	273,064	266,667	
EAV X Tax Rate/100	\$ 4,198	\$ 4,058	\$ 140 3.45%

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 2022-2023

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, 2022 AND ENDING APRIL 30, 2023.

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, 2022 and ending April 30, 2023 was duly passed the 18th of July, 2022 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-three million, eight hundred eight thousand, three hundred eighty-seven dollars (\$73,808,387) 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, 2022 and ending April 30, 2023 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-three million, eight hundred eight thousand, three hundred eighty-seven dollars (\$73,808,387) hereto appropriated and hereby levied, respectively are as follows, to wit:

<u>GENERAL FUND</u>	<u>Appropriation</u>	<u>Tax Levy 2022-2023</u>
<u>General Government</u>		
Salaries and Benefits	\$ 2,909,529	\$ 2,110,739
Supplies/Other Services and Charges	4,242,970	3,078,093
Capital Equipment	231,000	167,581
Contingency - to meet expenses of emergencies and optional expenses not otherwise provided for	3,942,346	-
TOTAL GENERAL GOVERNMENT	\$ 11,325,845	\$ 5,356,413
 <u>Legal</u>		
Contractual Services	\$ 450,000	\$ 306,081
TOTAL LAW	\$ 450,000	\$ 306,081

	<u>Appropriation</u>	<u>Tax Levy 2022-2023</u>
<u>Community Development</u>		
Salaries and Benefits	\$ 1,683,878	\$ -
Supplies/Other Services and Charges	491,438	-
Capital Equipment	-	-
TOTAL COMMUNITY DEVELOPMENT	\$ 2,175,316	\$ -
<u>Public Works Administration</u>		
Salaries and Benefits	\$ 444,908	\$ 371,478
Supplies/Other Services and Charges	104,968	\$ 87,643
TOTAL PUBLIC WORKS ADMINISTRATION	\$ 549,876	\$ 459,121
<u>Public Buildings</u>		
Building Maintenance Administration		
Salaries and Benefits	\$ 865,505	\$ 375,932
Supplies/Other Services and Charges	746,216	324,118
Capital Improvements	150,000	65,152
TOTAL PUBLIC BUILDINGS	\$ 1,761,721	\$ 765,202
<u>Streets</u>		
Salaries and Benefits	\$ 1,088,912	\$ -
Supplies/ Other Service and Charges	968,880	-
Capital Improvements	250,000	-
TOTAL STREETS	\$ 2,307,792	\$ -
<u>Sanitation</u>		
Salaries and Benefits	\$ 1,315,535	\$ 822,513
Supplies/ Other Service and Charges	1,132,208	707,891
TOTAL SANITATION	\$ 2,447,743	\$ 1,530,404
<u>Storm Sewers</u>		
Salaries and Benefits	\$ 128,334	\$ 94,318
Supplies/ Other Service and Charges	29,900	21,975
Capital Improvements	50,000	36,747
TOTAL STORM SEWERS	\$ 208,234	\$ 153,040
<u>Engineering</u>		
Salaries and Benefits	\$ 539,347	\$ 184,927
Supplies/ Other Service and Charges	353,352	121,154
TOTAL ENGINEERING	\$ 892,699	\$ 306,081
<u>Fire</u>		
Fire Administration		
Salaries and Benefits	\$ 4,951,079	\$ 2,450,616
Supplies/ Other Service and Charges	339,257	167,921
Capital Improvements	50,000	24,748
Sub-Total	\$ 5,340,336	\$ 2,643,285

	<u>Appropriation</u>	<u>Tax Levy 2022-2023</u>
Emergency Medical Services		
Supplies/ Other Service and Charges	\$ 82,800	\$ 40,983
Sub-Total	<u>\$ 82,800</u>	<u>\$ 40,983</u>
Fire Suppression		
Supplies/ Other Service and Charges	\$ 142,350	\$ 70,458
Sub-Total	<u>\$ 142,350</u>	<u>\$ 70,458</u>
TOTAL FIRE	<u>\$ 5,565,486</u>	<u>\$ 2,754,727</u>
<u>Police</u>		
Salaries and Benefits	\$ 6,698,124	\$ 3,050,822
Supplies/ Other Service and Charges	1,287,295	586,330
Capital Improvements	78,637	35,817
TOTAL POLICE	<u>\$ 8,064,056</u>	<u>\$ 3,672,969</u>
TOTAL AMOUNT APPROPRIATED FROM GENERAL FUND	<u>\$ 35,748,768</u>	<u>\$ 15,304,037</u>
Less: Total amount appropriated from other sources other than Tax Levy	20,444,731	
Sub-Total		15,304,037
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR GENERAL FUND		<u>\$ 15,304,037</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	\$ 812,246	\$ 665,940
General Fund - Social Security	740,997	665,939
Parks and Recreation Fund - IMRF	355,660	315,189
Parks and Recreation Fund - Social Security	351,787	315,189
	<u>-</u>	<u></u>
TOTAL AMOUNT APPROPRIATED FROM ILLINOIS MUNICIPAL RETIREMENT AND SOCIAL SECURITY	<u>\$ 2,260,690</u>	<u>\$ 1,962,257</u>
Less: Total amount appropriated from other sources other than Tax Levy	298,433	
Sub-Total		1,962,257
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR ILLINOIS MUNICIPAL RETIREMENT AND SOCIAL SECURITY		<u>\$ 1,962,257</u>

	<u>Appropriation</u>	<u>Tax Levy 2022-2023</u>
<u>FIREFIGHTERS'S PENSION FUND</u>		
Other Services and Charges	\$ 3,012,494	\$ 2,077,963
Contingency to meet expenses for emergencies and expenses not otherwise provided for	333,772	-
TOTAL AMOUNT APPROPRIATED FOR PAYMENT TO THE FIREFIGHTERS'S PENSION FUND	\$ 3,346,266	\$ 2,077,963
Less: Total amount appropriated from other sources other than Tax Levy	1,268,303	
Sub-Total		2,077,963
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE FIREFIGHTERS'S PENSION FUND		\$ 2,077,963
Other Services and Charges	\$ 325,232	\$ 325,232
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE FIREFIGHTERS'S PENSION FUND LAW PA 93-0869	\$ 325,232	\$ 325,232
<u>POLICE PENSION FUND</u>		
Other Services and Charges	\$ 4,070,496	\$ 3,284,419
Contingency to meet expenses for emergencies and expenses not otherwise provided for	407,049	-
TOTAL AMOUNT APPROPRIATED FOR PAYMENT TO THE POLICE PENSION FUND	\$ 4,477,545	\$ 3,284,419
Less: Total amount appropriated from other sources other than Tax Levy	1,193,126	
Sub-Total		3,284,419
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE POLICE PENSION FUND		\$ 3,284,419
<u>PARKS AND RECREATION FUND</u>		
<u>Parks and Forestry</u>		
Administration		
Salaries and Benefits	\$ 2,455,344	\$ 2,157,781
Supplies/ Other Service and Charges	563,948	495,603
Capital Equipment	297,884	261,784
Sub-Total	\$ 3,317,176	\$ 2,915,168
Grounds Maintenance		
Supplies/ Other Service and Charges	\$ 396,804	\$ 348,715
Sub-Total	\$ 396,804	\$ 348,715

	<u>Appropriation</u>	<u>Tax Levy 2022-2023</u>
<u>Athletic Field Plg/Tennis</u>		
Supplies/ Other Service and Charges	\$ 111,500	\$ 97,987
Sub-Total	<u>\$ 111,500</u>	<u>\$ 97,987</u>
 Lake Front Facilities		
Supplies/ Other Service and Charges	\$ 36,000	\$ 31,637
Sub-Total	<u>\$ 36,000</u>	<u>\$ 31,637</u>
 Tree Trimming		
Supplies/ Other Service and Charges	\$ 56,000	\$ 49,213
Sub-Total	<u>\$ 56,000</u>	<u>\$ 49,213</u>
 Tree Removal		
Supplies/ Other Service and Charges	\$ 41,500	\$ 36,471
Sub-Total	<u>\$ 41,500</u>	<u>\$ 36,471</u>
 Insect & Disease		
Supplies/ Other Service and Charges	\$ 23,500	\$ 20,652
Sub-Total	<u>\$ 23,500</u>	<u>\$ 20,652</u>
 Tree & Shrub Planting/Care		
Supplies/ Other Service and Charges	\$ 12,500	\$ 10,985
Sub-Total	<u>\$ 12,500</u>	<u>\$ 10,985</u>
 Natural Areas Management		
Supplies/ Other Service and Charges	\$ 49,800	\$ 43,765
Sub-Total	<u>\$ 49,800</u>	<u>\$ 43,765</u>
 TOTAL PARKS AND FORESTRY SECTION	 <u>\$ 4,044,780</u>	 <u>\$ 3,554,594</u>
 <u>Recreation</u>		
<u>Recreation Programs</u>		
Salaries and Benefits	\$ 3,118,016	\$ 1,078,287
Supplies/ Other Service and Charges	1,479,108	511,512
Capital Equipment	42,420	14,670
Sub-Total	<u>\$ 4,639,544</u>	<u>\$ 1,604,469</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	995,177	-
TOTAL RECREATION SECTION	<u>\$ 6,194,721</u>	<u>\$ 2,164,469</u>
 TOTAL AMOUNT APPROPRIATED FROM THE PARKS AND RECREATION FUND	 10,239,501	

	<u>Appropriation</u>	<u>Tax Levy 2022-2023</u>
Less: Total amount appropriated from other sources other than Tax Levy	8,075,032	
Sub-Total		5,719,063

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

\$ 5,719,063

Special Recreation		
Salaries and Benefits	\$ 60,425	\$ 53,580
Supplies/Other Services and Charges	274,488	243,395
Capital Improvements	259,470	230,078
Contingency to meet expenses of emergencies and operational expenses not otherwise provided for	59,438	-

**TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR
SPECIAL RECREATION**

\$ 653,821 **\$ 527,054**

Capital Improvements Fund

Supplies/Other Services and Charges	\$ 9,825	\$ -
Capital Equipment	564,500	
Capital Improvements	16,654,723	1,891,019
Contingency to meet expenses of emergencies and capital improvements not otherwise provided for	1,722,905	

**TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR
CAPITAL IMPROVEMENTS**

\$ 18,951,953.00 **\$ 1,891,019**

PUBLIC LIBRARY FUND

Library Services

Salaries and Benefits	\$ 2,687,674	\$ 2,687,256
Supplies/Other Services and Charges	1,321,924	1,321,718
Contingency to meet expenses of emergencies and operational expenses not otherwise provided for	18,669	-
Total Lake Forest Public Library - General	<u>\$ 4,028,267</u>	<u>\$ 4,008,974</u>

Less: Total amount appropriated from other sources other than Tax Levy	19,293	
Sub-Total		4,008,974

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

\$ 4,008,974

Social Security and IMRF

Social Security	\$ 149,026	\$ 129,984
Illinois Municipal Retirement Fund (IMRF)	200,081	129,984
Total Lake Forest Public Library - Social Security and IMRF	<u>\$ 349,107</u>	<u>\$ 259,968</u>

Less: Total amount appropriated from other sources other than Tax Levy	89,139	
Sub-Total		259,968

	<u>Appropriation</u>	<u>Tax Levy 2022-2023</u>
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE LAKE FOREST PUBLIC LIBRARY - SOCIAL SECURITY AND IMRF		<u>\$ 259,968</u>
<u>Library Building</u>		
Salaries and Benefits	\$ 141,310	\$ 111,291
Supplies/Other Services and Charges	268,675	211,599
Sub-Total	<u>\$ 409,985</u>	<u>322,890</u>
Capital Equipment	\$ -	\$ -
Capital Improvements	170,000	133,886
Sub-Total	<u>\$ 170,000</u>	<u>\$ 133,886</u>
Total Lake Forest Public Library		
Building Maintenance and Repair (Sites and Building)	<u>\$ 579,985</u>	<u>\$ 456,776</u>
Less: Total amount appropriated from other sources other than Tax Levy	123,209	
Sub-Total		456,776
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR THE LAKE FOREST PUBLIC LIBRARY - BUILDING MAINTENANCE AND REPAIR		<u>\$ 456,776</u>
<u>Public Schools THE CITY OF LAKE FOREST School District No. 67**</u>		
From the Educational Fund	\$ 35,191,080	\$ 31,928,455
From the Operations, Building and Maintenance Fund	\$ 4,879,960	4,124,566
From the Capital Projects Fund	\$ 1,269,900	-
From the Illinois Municipal Retirement Fund	\$ 395,177	408,132
From the Social Security Fund	\$ 395,176	576,205
From the Transportation Fund	\$ 1,133,614	954,267
TOTAL AMOUNT APPROPRIATED FOR PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST (School District No. 67)	<u>\$ 43,264,907</u>	<u>\$ 37,991,625</u>
TOTAL AMOUNT TO BE RAISED BY TAX LEVY FOR PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST (School District 67)		<u>\$ 37,991,625</u>
<u>Summary of the Amounts Appropriated From the the Several Funds</u>		
General	\$ 35,748,768	\$ 15,304,037
Illinois Municipal Retirement Fund (IMRF)	1,167,906	981,129
Social Security	1,092,784	981,128
Firefighter's Pension	3,346,266	2,077,963
Firefighter's Pension law PA 93-0869	325,232	325,232
Police Pension	4,477,545	3,284,419
Sub-Total	<u>\$ 46,158,501</u>	<u>\$ 22,953,908</u>

	<u>Appropriation</u>	<u>Tax Levy</u> <u>2022-2023</u>
Parks and Recreation	\$ 10,239,501	\$ 5,719,063
Special Recreation	653,821	527,054
Capital Improvements	18,951,953	1,891,019
Public Library	4,028,267	4,008,974
Public Library - Social Security	149,026	129,984
Public Library - IMRF	200,081	129,984
Public Library - Sites and Building	579,985	456,776
Sub-Total	<u>\$ 34,802,634</u>	<u>\$ 12,862,854</u>
<u>The City of Lake Forest School District No. 67 ***</u>		
Educational	\$ 35,191,080	\$ 31,928,455
Operations, Building and Maintenance	\$ 4,879,960	4,124,566
Capital Projects Fund	\$ 1,269,900	0
Illinois Municipal Retirement Fund	\$ 395,177	408,132
Social Security	\$ 395,176	576,205
Transportation	\$ 1,133,614	954,267
Sub-Total	<u>\$ 43,264,907</u>	<u>\$ 37,991,625</u>
GRAND TOTAL	<u>\$ 124,226,042</u>	<u>\$ 73,808,387</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 _____, 2022

City Clerk

APPROVED THIS ____ day of _____, 2022

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.

AN ORDINANCE

ABATING A PORTION OF THE TAX BEING LEVIED IN 2022
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, 2023, 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 2022 Tax Levy in the amount of \$359,937.50 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 _____, 2022

City Clerk

APPROVED THIS _____ day of _____, 2022

Mayor

ATTEST:

City Clerk

2015

AN ORDINANCE

ABATING THE TOTAL TAX BEING LEVIED IN 2022
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, 2023, 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 2022 Tax Levy of \$786,152.50 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 _____, 2022

City Clerk

APPROVED THIS _____ day of _____, 2022

Mayor

ATTEST:

City Clerk

2017

AN ORDINANCE

ABATING A PORTION OF THE TAX BEING LEVIED IN 2022
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, 2023, 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 2022 Tax Levy in the amount of \$1,853,250.00 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 _____, 2022

City Clerk

APPROVED THIS _____ day of _____, 2022

Mayor

ATTEST:

City Clerk

2019

Proposed Changes in Fee Schedule

November 21, 2022
City Council

THE CITY OF LAKE FOREST

ORDINANCE NO. 2022-_____

**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 _____, 2022

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this __ day of _____, 2022

Mayor

ATTEST:

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	Fund	FY2023 (\$)	PROPOSED FY2024 (\$)			City Code Section
			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	FY2023 (\$)	PROPOSED FY2024 (\$)			<u>City Code</u> <u>Section</u>
			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				
<u>Licenses:</u>						
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
<u>Engineering</u>						
<u>Sewer System Connection Fee:</u>						
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
<u>Site Grading:</u>						
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
<u>Floodplain Development Permit</u>						
1 & 2 FAMILY		355				
ALL OTHERS		530				
<u>Water Shed Development Fee: Revised Fee Schedule:</u>						
<u>General Fees</u>						
<u>Sediment and Erosion Control Only</u>						
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

			PROPOSED FY2024 (\$)			
	Fund	FY2023 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
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

			PROPOSED FY2024 (\$)			
	Fund	FY2023 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
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
Contractor Change	General		\$50 (plu \$20 each Additional)	100.00%	400	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

Add prior approved fees

New Fee

Change to fee

			PROPOSED FY2024 (\$)			
	Fund	FY2023 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
Demolition partial and replacement addition	General	1,310				150.147
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	374				155.07
Revisions to Approved Plans	General	229				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	374				155.07
Revisions to Approved Plans	General	229				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 - per 30 lineal feet 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 inspector				150.005

Add prior approved fees
New Fee
Change to fee

			PROPOSED FY2024 (\$)			
	Fund	FY2023 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
Tree fencing inspection fee		135				N/A
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	301				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)

Add prior approved fees

New Fee

Change to fee

	Fund	FY2023 (\$)	PROPOSED FY2024 (\$)			<u>City Code</u> <u>Section</u>
			FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
Special Use Permit - Restaurant within 150' of Residential	General	500				156.026(a)(3)
Escrow Deposit - 3rd Party Review (Refundable)	General	5000				
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				150.145
		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

Add prior approved fees

New Fee

Change to fee

	Fund	FY2023 (\$)	PROPOSED FY2024 (\$)			City Code Section
			FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
Each additional unit	General	45				150.145
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
						99
Removal of trees or vegetation from a Conservation Easement	General	35 per 1 1/2 acre site				99

Add prior approved fees
New Fee
Change to fee

			PROPOSED FY2024 (\$)			
	Fund	FY2023 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
Removal of trees from a Tree Preservation or No Disturbance area	General	40 per tree				99
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	General	40 per 1 1/2 acre site				99
or other public property						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				150.145
		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				150.145
Addition/Alteration	General	250 or .05 s.f. for scope of work area whichever is greater				150.145
Specialized Suppression (FM 200, clean agent)	General	150 per system (in addition to above fees for the overall system)				150.145
Stand pipe riser	General	100				150.145
Hood and Duct Extinguishing System - New	General	300 per system				150.145
Hood and Duct Extinguishing System - Alteration	General	100 per system				150.145
Fire Alarms						
Single Family/Duplex Residential	General	75 or .05 per s.f. whichever is greater				150.145

Add prior approved fees

New Fee

Change to fee

			PROPOSED FY2024 (\$)			
	Fund	FY2023 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
Commercial/Multi Family - New	General	500 or .05 per s.f. whichever is greater				
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	93				10.13
Firefighter/Paramedic hourly rate	General	91				10.13
Police and Fire Vehicle	General	110				10.13
Public Works hourly rate	General	72				10.13

Add prior approved fees
New Fee
Change to fee

			PROPOSED FY2024 (\$)			
	Fund	FY2023 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
Parks hourly rate	Parks/Rec.	72				10.13
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, 2023						
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	7.00	2.94%	incl below	51.061(a)
Lake Forest All Other Users	Water	6.45	6.50	0.78%	incl below	51.061(a)
Lake Forest - Billable City Accounts	Water	6.45	3.25	-49.61%	incl below	51.061(a)
Del Mar Woods	Water	8.90	9.15	2.81%	incl below	51.061(a)
Other Non resident users	Water	8.90	9.15	2.81%	incl below	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	55/quarter	10.00%	245,265	51.061(b)
2" to 4" meter	Water	195/quarter	210/quarter	7.69%	incl above	51.061(b)
6" and above meter	Water	875/quarter	925/quarter	5.71%	incl above	51.061(b)

Add prior approved fees
New Fee
Change to fee

			PROPOSED FY2024 (\$)			
	Fund	FY2023 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
Benefit Access Program Discount - must renew annually	Water					N\A
Customer Charge - Water (Outside)						
5/8" to 1.5" meter	Water	70/quarter	75/quarter	7.14%	<i>incl above</i>	51.062(b)
2" to 4" meter	Water	225/quarter	240/quarter	6.67%	<i>incl above</i>	51.062(b)
6" and above meter	Water	950/quarter	1000/quarter	5.26%	<i>incl above</i>	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	0	-100.00%	-30,600	91.032
Cat License	General	10	0	-100.00%		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)

Add prior approved fees
New Fee
Change to fee

			PROPOSED FY2024 (\$)			
	Fund	FY2023 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
Non-sufficient funds Fee	General	25				10.99
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, 2023						
Class A -Adult Single	DPG	1,500	1,550	3.33%	2,200	97.051
Class B -Adult Combo	DPG	2,800				97.051
Class D -Junior	DPG	700				97.051
Class F - Senior Citizen	DPG	1,000	1,100	10.00%	4,500	97.051
Seasonal Fees (Non-Resident) effective January 1, 2023						
Class A -Adult Single	DPG	2,000				97.051
Class B -Adult Combo	DPG	2,800				97.051
Class D -Junior	DPG	700				97.051
Class F - Senior Citizen	DPG	1,200	1,300	8.33%	1,100	97.051
Daily Fees-Resident: effective January 1, 2023						
Weekday-9	DPG	37	38	2.70%	1,000	97.051
Weekday-18	DPG	50	51	2.00%	1,250	97.051
Weekend 9	DPG	42	43	2.38%	1,000	97.051
Weekend -18	DPG	63	64	1.59%	6,000	97.051
Electric Golf Carts: effective January 1, 2023						
9 Holes Single Rider	DPG	15				97.052
18 Holes Single Rider	DPG	20				97.052
Range Balls						
Small Bucket	DPG	8	10	25.00%	2,000	97.051
Medium Bucket	DPG	10	12	20.00%	1,550	97.051
Large Bucket	DPG	18	20	11.11%	2,200	97.051

Add prior approved fees

New Fee

Change to fee

	Fund	FY2023 (\$)	PROPOSED FY2024 (\$)			City Code Section
			FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
Pull cart						
9 holes	DPG	6				97.051
18 holes	DPG	8				97.051
USGA Handicap Fees - Members	DPG	45				97.051
Permanent Tee Time - Weekend	DPG	400				97.051
Lockers						
18 inch	DPG	145	160	10.34%	330	97.051
12 inch	DPG	125	140	12.00%	250	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, 2023						
Watercraft Ramp/Sailboat Permits-Recreation						
Watercraft Ramp (R)	Parks/Rec	533	549	3.00%	592	97.066
Watercraft Ramp 2nd boat/ half season	Parks/Rec	267	275	3.00%	96	97.066
Watercraft Ramp (R) (Sen.)	Parks/Rec	425	438	3.06%	169	97.066
Watercraft Ramp (R) (Sen) 2nd boat/ half season	Parks/Rec	214	220	2.80%	6	97.066
Watercraft Ramp (NR)	Parks/Rec	1,065	1,097	3.00%	160	97.066
Watercraft Ramp (NR) (Sen) 2nd boat/ half season	Parks/Rec	533	550	3.19%	17	97.066
Year round compound storage Resident	Parks/Rec	2,340	2,410	2.99%	560	97.066
Year round compound storage Resident senior	Parks/Rec	1,887	1,944	3.02%	399	97.066
Year round compound storage non-resident	Parks/Rec	3,540	3,646	2.99%	0	97.066
Seasonal compound storage Resident	Parks/Rec	1,598	1,646	3.00%	0	97.066
Seasonal compound storage Resident Senior	Parks/Rec	1,278	1,316	2.97%	0	97.066
Seasonal compound storage Non-resident	Parks/Rec	2,394	2,466	3.01%	0	97.066
Year round watercraft rack storage resident	Parks/Rec	645	664	2.95%	133	97.066
Year round watercraft rack storage resident senior	Parks/Rec	517	533	3.09%	64	97.066
Year round watercraft rack storage non-resident	Parks/Rec	774	1,097	41.73%	0	97.066

Add prior approved fees

New Fee

Change to fee

			PROPOSED FY2024 (\$)			
	Fund	FY2023 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
Seasonal watercraft rack storage resident	Parks/Rec	377	388	2.92%	363	97.066
Seasonal watercraft rack storage resident senior	Parks/Rec	301	310	2.99%	81	97.066
Seasonal watercraft rack storage non-resident	Parks/Rec	452	732	61.95%	1120	97.066
Year round watercraft sand storage resident	Parks/Rec	798	822	3.01%	0	97.066
Year round watercraft sand storage resident senior	Parks/Rec	639	658	2.97%	0	97.066
Year round watercraft sand storage non-resident	Parks/Rec	1,197	1,233	3.01%	0	97.066
Seasonal watercraft sand storage resident	Parks/Rec	489	504	3.07%	0	97.066
Seasonal watercraft sand storage resident senior	Parks/Rec	391	403	3.07%	12	97.066
Seasonal watercraft sand storage non-resident	Parks/Rec	734	756	3.00%	756	97.066
South Beach Parking Permit (R)	Parks/Rec	156	161	3.21%	415	97.066
South Beach Parking Permit (R) (Sen.)	Parks/Rec	123	127	3.25%	124	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
Fitness Center Fees - effective May 1, 2022						
Individual resident rate	Parks/Rec	468	480	2.56%	960	N/A
Individual resident rate - 1 months	Parks/Rec	47	48	2.13%	6	N/A
Individual non-resident rate	Parks/Rec	588	600	2.04%	12	N/A
Individual non-resident rate - 1 months	Parks/Rec	59	60	1.69%	1	N/A
Couple resident rate	Parks/Rec	816	840	2.94%	624	N/A
Couple resident rate - 1 month	Parks/Rec	82	84	2.44%	6	N/A
Couple non-resident rate	Parks/Rec	984	1,008	2.44%	0	N/A
Couple non-resident rate - 1 months	Parks/Rec	99	101	2.02%	0	N/A
Family resident rate	Parks/Rec	1,080	1,116	3.33%	612	N/A
Family resident rate - 1 months	Parks/Rec	108	112	3.70%	8	N/A
Family non-resident rate	Parks/Rec	1,296	1,332	2.78%	0	N/A
Family non-resident rate - 1 months	Parks/Rec	130	133	2.31%	0	N/A
Senior resident rate	Parks/Rec	360	372	3.33%	456	N/A
Senior resident rate - 1 months	Parks/Rec	36	37	2.78%	2	N/A
Senior non-resident rate	Parks/Rec	432	444	2.78%	0	N/A
Senior non-resident rate - 1 months	Parks/Rec	44	45	2.27%	0	N/A
Senior couple resident rate	Parks/Rec	588	600	2.04%	216	N/A
Senior couple resident rate - 1 months	Parks/Rec	59	60	1.69%	0	N/A
Senior couple non-resident rate	Parks/Rec	720	744	3.33%	0	N/A

Add prior approved fees

New Fee

Change to fee

	Fund	FY2023 (\$)	PROPOSED FY2024 (\$)			City Code Section
			FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
Senior couple non-resident rate - 1 months	Parks/Rec	72	75	4.17%	75	N/A
Student resident rate	Parks/Rec	360	372	3.33%	60	N/A
Student resident rate - 1 month	Parks/Rec	36	37	2.78%	2	N/A
Student non-resident rate	Parks/Rec	432	444	2.78%	0	N/A
Student non-resident rate - 1 month	Parks/Rec	44	45	2.27%	0	N/A
Matinee resident rate	Parks/Rec	264	276	4.55%	372	N/A
Matinee resident rate - 1 month	Parks/Rec	26	28	7.69%	2	N/A
Matinee non-resident rate	Parks/Rec	312	324	3.85%	12	N/A
Matinee non-resident rate - 1 month	Parks/Rec	32	33	3.13%	0	N/A
All-inclusive - member - effective December 6, 2012	Parks/Rec	360	384	6.67%	456	N/A
All-inclusive - non-member - effective December 6, 2012	Parks/Rec	792	828	4.55%	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

Add prior approved fees
New Fee
Change to fee

			PROPOSED FY2024 (\$)			
	Fund	FY2023 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
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
Expressmen and Draymen	General	25				118.156
<u>Alcoholic and Beverages:</u>						
Class A-1	General	2,700				111.036
Class A-2	General	1,500				111.036
Class A-3	General	275				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 D-1	General	2,500				111.036
Class E-1	General	3,000				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 I-1	General	None				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
<u>Impact Fees:</u>						
Library	Library	see ordinance				150.023
Fire and Emergency Services	General	see ordinance				150.023

Add prior approved fees
New Fee
Change to fee

			PROPOSED FY2024 (\$)			
	Fund	FY2023 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
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	25/75/125				73.99
Improper Parking - Lot (base fee - 1st Offense)	General	25/75/125				73.99
Parking in Prohibited Area- Lot (base fee - 1st Offense)	General	25/75/125				73.99
Overtime Parking - Other (base fee - 1st Offense)	General	25/75/125				73.99
Improper Parking - Other (base fee - 1st Offense)	General	25/75/125				73.99
Parking in Prohibited Area- Other	General	25/75/125				73.99
Parking at Boat Ramp (base fee - 1st Offense)	General	125/250/350				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	40/50/100				91.050
Code Violations	General	variable				Variable
Motor Code Violations	General	variable				Variable
Dog Barking (base fee - 1st Offense)	General	40/50/100				91.004
Dog Impound	General	25				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)
Fire						
General Fees & Charges:						

Add prior approved fees
New Fee
Change to fee

			PROPOSED FY2024 (\$)			
	Fund	FY2023 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	City Code Section
Ambulance-Resident ALS transport	General	1,000.00	1,300.00	30.00%	106,151.00	94.51
Ambulance-Resident ALS2 transport	General	1,100.00	1,400.00	27.27%	3,440.00	94.52
Ambulance-Resident BLS transport	General	900.00	1,200.00	33.33%	38,502.00	94.53
Ambulance-Non Resident ALS transport	General	1,400.00	1,700.00	21.43%	28,111.00	94.54
Ambulance- Non Resident ALS2 transport	General	1,500.00	1,800.00	20.00%	917.00	94.55
Ambulance-Non Resident BLS transport	General	1,300.00	1,600.00	23.08%	12,845.00	94.56
Ambulance - Mileage	General	11.00 per mile				94.58
Fireworks Permit	General	200	250	25.00%	400	94.5
Open Burn Permit	General	75	100	33.33%	1000	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						
<u>Membership Dues:</u>						
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
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

Add prior approved fees

New Fee

Change to fee

			PROPOSED FY2024 (\$)			City Code Section
	Fund	FY2023 (\$)	FEE (n/c if blank)	% CHANGE	Amount \$\$ Projected Revenue	
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				

MEMORANDUM

TO: Diane Hall, Assistant Director of Finance

FROM: Catherine J. Czerniak, Director of Community Development

DATE: October 31, 2022 – *Revised*

SUBJECT: Recommended Fee Adjustments for Fiscal Year 2024

No significant changes are proposed for development related fees. Development related fees have remained constant for the last several years and have proven to be fair, are closely related to the cost of service, comparable to other similar communities, and generally well accepted.

One new fee is proposed. A limited number of clarifications and are proposed to the narrative on the Fee Schedule.

Recommended New Fee

❖ Contractor Change – After Permit Issuance.

Contractor changes, once a permit is issued and a project is underway, require re-opening and amending the permit file, verifying contractor license information, and confirming that the prior contractor information is removed from the plans and documents associated with the project. To cover the cost of this activity, a fee of \$50.00 is proposed. If multiple contractors are changed concurrently, a reduced fee of \$20,00 per additional contractor is recommended.

Clarifications

❖ Street Obstruction Fee

The Fee Schedule should reflect that this fee is per each 30 lineal feet of public right-of-way or portion thereof.

THE CITY OF LAKE FOREST

ORDINANCE NO. 2022 - _____

**AN ORDINANCE ADOPTING A NEW FEE
PERTAINING TO CONTRACTOR CHANGES AFTER PERMITS ARE ISSUED**

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, the issuance of permits, and inspections and having done so, hereby determines that it is necessary to establish a new fee to cover the cost of services provided; 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 a New Fee Related to Sales in Residential Zoning Districts.** The City Council hereby approves the fee as set forth in Exhibit A, New Fees Related to changes made to previously issued permits 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, 2023, consistent with the date of the Supplemental Fee Schedule for FY 2024 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 _____, 2022

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this _____ day of _____, 2022

Mayor

ATTEST:

City Clerk

**FOR INCORPORATION INTO THE SUPPLEMENTAL FEE SCHEDULE FOR
THE CITY OF LAKE FOREST**

EXHIBIT A

New Fee Pertaining To Contractor Changes After Permits Are Issued

- ❖ Contractor change fee, after permit is issued - \$50.00
\$20.00 per each additional contractor changed concurrently

Supplemental Memos Regarding Proposed Fee Adjustments

MEMORANDUM

TO: Elizabeth Holleb, Director of Finance

FROM: Diane Hall, Assistant Finance Director

DATE: October 21, 2022

SUBJECT: Discontinuation of Dog/Cat License

Staff is recommending the elimination of the annual Dog/Cat License that is renewed each May 1. This recommendation is based on resident feedback and discussions with multiple departments.

Previous procedures required verification of inoculation against rabies for the purchase of a pet license. This information is collected through Lake County. To reduce duplication of procedures, the collection of this information was discontinued with the 2010/2011 license season.

Staff receive communications from residents regarding the duplication of requirements of purchasing two licenses (City and County) each year. In addition, when a resident loses a pet the painful reminder of the loss and the need to communicate this information to staff. Staff have also tried to comply with residents' requests to provide the smallest tag possible for cats and small dogs.

A comparison to eleven other communities provided results of the following:

- License Not Required – 5
- License Required One Time Only – 2
- License Required – 4 and require vaccination information

The estimated reduction in net revenue is \$30,600.

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 14, 2022

Subject: Deerpath Golf Course FY2024 Proposed Fee Changes

PURPOSE AND ACTION REQUESTED: City staff and Kemper Sports staff are bringing forward the Deerpath Golf Course fees for fiscal year FY2024. The Park and Recreation Board has approved the fee schedule on October 18, 2022 and request that the proposed FY2024 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 FY2024. We analyzed several factors including utilization and surrounding facilities fees while putting together the fees schedule. Kemper Sports and City Staff are recommending the following:

- **Membership Fees:** Increase Annual Pass fee for Adult Single and Senior play the slight increase per classification provides an increased revenue for memberships in the most popular categories 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:** Small range balls increasing from \$8 to \$10. Medium going from \$10 to \$12 and large range balls going from \$18 to \$20. Increase locker rentals \$15 each for yearly rental. We also propose, raising the popular loyalty program from \$70 to 75\$ and from \$85 to \$90 for nonresidents.

BUDGET/FISCAL IMPACT: We are projecting that with people likely returning to work more in FY2024, a drop in rounds played. These price increases will help by increasing revenue and the per player average round price in FY2024.

City Staff and Kemper Sports are requesting the approval of the proposed FY2024 Deerpath Golf Course fee structure.

M E M O R A N D O M

To: Diane Hall, Assistant Finance Director

From: Joe Mobile, Superintendent of Recreation

Date: October 20, 2022

Subject: Lake Forest Recreation Department FY 24 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 2024. The Park and Recreation Board has approved the fee schedule on October 18, 2022, and request that the proposed FY2024 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 FY2024.

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 increasing all membership fees by an adjusted 3% for FY24 to cover increases to expenses to manage the Fitness Center. The 3% increase was taken over FY23 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 increasing the Lakefront permit fees by 3% for FY2024 with a few exceptions that will remain the same as in fiscal year 2023; nanny/caregiver parking pass (\$85), resident guest daily pass (\$15), non-resident beach access fee (\$25) and non-

resident daily boat launch fee (\$65). Staff is recommending increasing the non-resident year-round watercraft rack storage rate to match the non-resident watercraft launch fee. Currently, non-residents could purchase the rack storage to access the south parking lot at a much lower fee and not store boats on the premises. Raising this fee will eliminate this loophole. The 3% increase was taken over FY23 approved fees. Staff feel that 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 \$3,882 over FY23 budgeted fees with the 3% increase to the Fitness Center fees. Also, staff anticipate an increase of \$5,067 over FY23 budgeted fees for the Lakefront Permit fees. The revenue increases are based upon actual usage from September 2022 and will fluctuate with FY24 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 2024.



MEMORANDUM

To: Diane Hall, Finance
 From: Battalion Chief Cory Kazimour
 Date: November 7, 2022
 Subject: Proposed Increases to User Fees – Ambulance

Historically the Lake Forest Fire Department User Fees for ambulance service has been well below the average and considerably below our GEMT rate. In looking at surrounding communities using the 2020 Naperville Fee Study Averages, comprising of 96 Northern Illinois Suburban communities, and current fees approved by the Libertyville Fire Department, we are proposing increases to the Ambulance Billing Fees as outlined in the table below.

Fee	Current	2020 Naperville Study Ave.	Libertyville 2023	Proposed FY24 User Fees	Estimated Increased Revenue
Ambulance-Resident ALS transport	\$1,000.00	\$1,293.00	\$1,300.00	\$1,300.00	\$106,150.66
Ambulance-Resident ALS2 transport	\$1,100.00	\$1,391.00	\$1,400.00	\$1,400.00	\$3,440.06
Ambulance-Resident BLS transport	\$900.00	\$1,186.00	\$1,200.00	\$1,200.00	\$38,501.96
Ambulance-Non Resident ALS transport	\$1,400.00	\$1,293.00	\$1,500.00	\$1,700.00	\$28,111.34
Ambulance- Non Resident ALS2 transport	\$1,500.00	\$1,589.00	\$1,600.00	\$1,800.00	\$916.83
Ambulance-Non Resident BLS transport	\$1,300.00	\$1,345.00	\$1,400.00	\$1,600.00	\$12,845.22
Total					\$189,966.07

This represents a \$300.00 increase equitably across the board and places us in line with surrounding community averages, as well as, aligning our resident rates with those of the Libertyville Fire Department. Ambulance fees are typically coverage by Medicare, Medicaid, and/or private insurance. In FY '22 less than 2% of fees collected came from out-of-pocket expenses for Lake Forest residents. The alignment of fees with Libertyville directly affects the Rockland IGA for ambulance and fire services, as the fee billed is the lower of the two communities' rates. In 2022, Libertyville's rates were lower than Lake Forest in all categories, however, their fee increases for 2023 have already approved as noted in the above table.

Respectfully submitted

BC Cory Kazimour



MEMORANDUM

To: Diane Hall, Finance
From: Battalion Chief Cory Kazimour
Date: October 21, 2022
Subject: Proposed Increases to User Fees – Permits

The last increase to fireworks and burn permits was approved in FY18. With the liability associated with issuance of these types of permits and the time needed to process and approve, the Fire Department is proposing the following increases to fireworks and burn permits.

Fee	Current	Proposed FY 24 User Fee	% Increase	Estimated Increased Revenue
Fireworks Permit	200	250	25.00%	400
Open Burn Permit	75	100	33.33%	1000

The Fire Department in FY22 processed 8 (eight) fireworks permits & 40 (forty) burn permits. Fireworks permits require processing of the permit and 3 (three) time consuming inspections on the day of the shoot. We are also seeing an increase of residential issued permits for private fireworks displays. Burn permits also require verification on the day of the burn by staff to both the start and the finish of the burn. Time spent by staff to evaluate, inspect, issue, and verify each permit is justification for fee increase.

Respectfully submitted

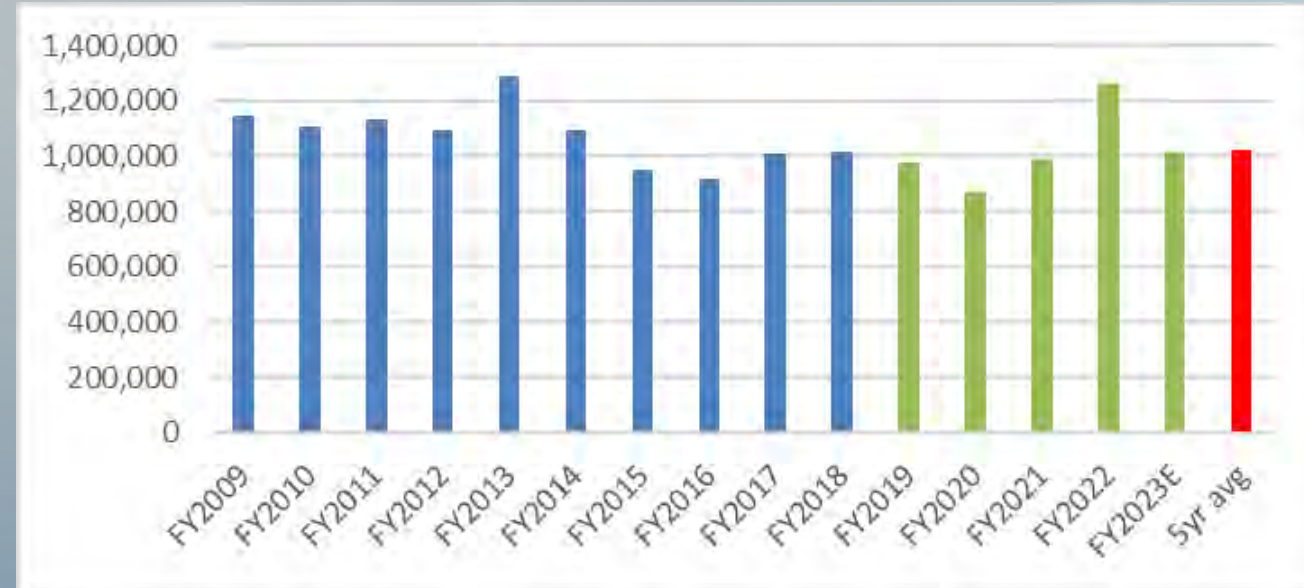
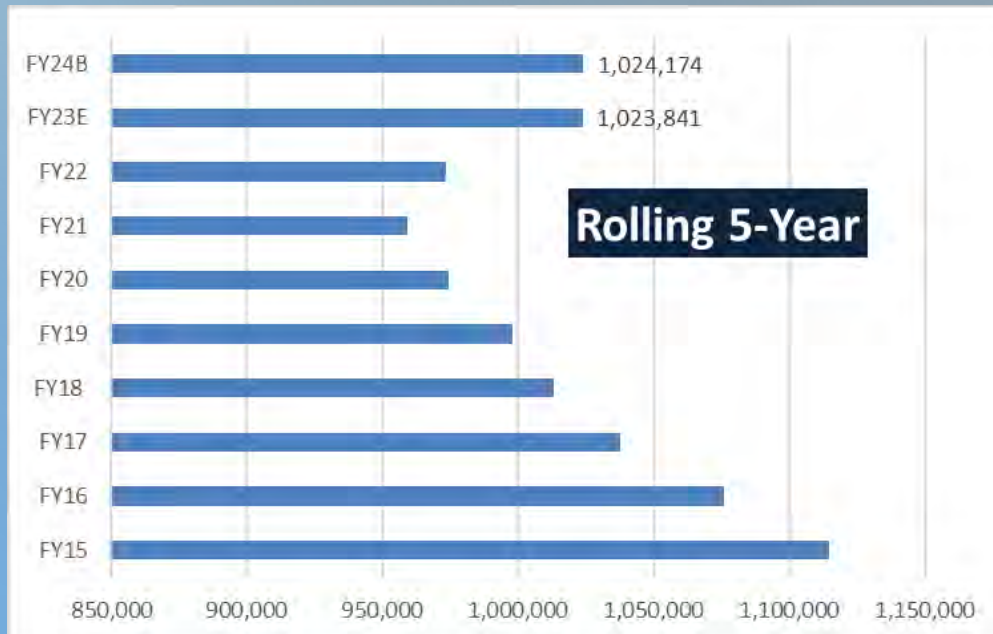
BC Cory Kazimour

FY24 WATER RATES

11/14/22 FINANCE COMMITTEE

WATER RATE METHODOLOGY

- ENTERPRISE FUND
- FIXED AND VARIABLE RATES
- TIERED RESIDENTIAL CONSUMPTION RATES



- ANNUAL RATE ADJUSTMENTS TO INCREASE REVENUE 2.5%
- FIVE YEAR ROLLING AVERAGE CONSUMPTION

HISTORY OF RATES

	FY18	FY19	FY20	FY21	FY22	FY23	FY24 PROPOSED	FY24 % INCR
Fixed Quarterly Rates:								
Small Meter	\$40.00	\$40.00	\$43.00	\$50.00	\$50.00	\$50.00	\$55.00	10.00%
Medium Meter	\$160.00	\$160.00	\$170.00	\$195.00	\$195.00	\$195.00	\$210.00	7.69%
Large Meter	\$750.00	\$750.00	\$800.00	\$875.00	\$875.00	\$875.00	\$925.00	5.71%
Consumption Charges:								
Residential up to 10k/qtr	\$4.50	\$4.50	\$4.60	\$4.50	\$4.50	\$4.50	\$4.50	0.00%
Residential 11-60k/qtr	\$5.62	\$5.77	\$5.90	\$6.10	\$6.20	\$6.20	\$6.20	0.00%
Residential over 60k/qtr	\$5.89	\$6.05	\$6.30	\$6.55	\$6.80	\$6.80	\$7.00	2.94%
All other – per unit	\$5.80	\$5.95	\$6.10	\$6.30	\$6.45	\$6.45	\$6.50	.78%
City Accounts Rate*	\$5.80	\$5.95	\$6.10	\$6.30	\$6.45	\$6.45	\$3.25	

* Beginning in FY24, it is proposed that City utility accounts be charged a discounted water consumption rate.

IMPACT ANALYSIS – ESTIMATED ANNUAL COSTS

(AMOUNTS INCLUDE WATER, SANITARY SEWER, UTILITY TAX)

	FY23	FY24	\$ Incr	% Incr
Low Usage – Residential	\$473.43	\$ 494.43	\$21.00	4.44%
Medium Usage - Residential	\$1,579.67	\$1,612.22	\$32.55	2.06%
High Usage - Residential	\$5,006.00	\$5,132.84	\$126.84	2.53%
Commercial - All Other Rate	\$33,041.16	\$33,320.88	\$279.72	0.85%
Fixed Rate as % of Total	21.7%	22.5%		
Variable Rate as % of Total	78.3%	77.5%		

The City of Lake Forest
CITY COUNCIL MEETING
Proceedings of the Monday, November 7, 2022
City Council Meeting - City Council Chambers
220 E Deerpath, Lake Forest, IL 60045

CALL TO ORDER AND ROLL CALL Mayor Pandaleon called the meeting to order at 7:25p.m, and City Clerk Margaret Boyer called the roll of Council members.

Present: Alderman Morris, Alderman Novit, Alderman Rummel, Alderman Preschlack, Alderman Goshgarian, Alderman Buschmann and Alderman Weber.

Absent: None

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE was recited.

REPORTS OF CITY OFFICERS

COMMENTS BY MAYOR

A. Introduction of Niamh Bruce, Mayor for a Day

Mayor Pandaleon introduced Niamh Bruce as Mayor for the Day. She stated that early voting is no longer occurring at City Hall. Mayor Pandaleon noted that residents are welcome by the Lake Forest Caucus at Gorton Community Center on Wednesday November 9, to cast a vote on the Caucus slate for Mayor, Alderman, and the School Board.

B. GFOA Triple Crown Award Presentation and Recognition of Finance Department

Mayor Pandaleon acknowledged the Finance Departments' 2021 excellent work in financial reporting, budget presentation, and popular annual financial reporting, winning the Triple Crown from GFOA. Out of 90,000 communities, only 293 have achieved the Triple Crown.

COMMENTS BY CITY MANAGER

A. Community Spotlight

- Native Voices Initiative

Carol Summerfield, Lake Forest Lake Bluff History Center

City Manager Jason Wicha introduced Carol Summerfield, Executive Director of the Lake Forest Lake Bluff History Center. Ms. Summerfield reported on the Native Voices Initiative, emphasizing that this initiative will involve collaboration, it will improve public engagement in history and culture, and most importantly build a long-term equitable voice for Native Americans.

Alderman Weber left the meeting at 7:46p.m.

B. Public Works Capital Projects Recap

-Michael Thomas, Director of Public Works

City Manager Wicha stated that the Capital Budget Workshop will take place on November 14 at Dickinson Hall. He introduced Michael Thomas, Director of Public Works, to highlight the busy fiscal year of capital investments in 2021-2022. Mr. Thomas shared numerous projects and costs, a movie demonstrating activity on most projects was shown.

C. Looking Forward – Planning for the Future of Our Central Business District
-Introduction of Website
-Upcoming Community Workshop

City Manager Wicha introduced Director of Community Development, Catherine Czerniak. Ms. Czerniak shared a new website related to the Future of the Central Business District and invited residents to share their thoughts and opinions often. Coming soon are Community workshops specifically related to Looking Forward.

OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL

Seeing none, Mayor Pandaleon utilized this time to provide Niahm Bruce with an award of gratitude from the Lake Forest City Council for serving as Mayor for a Day.

COMMITTEE REPORTS

AUDIT COMMITTEE REPORT

1. Audit Committee Report and Presentation of the Fiscal Year 2022 Annual Comprehensive Financial Report

Audit Committee Chairman, Tara Janos, provided a brief background regarding the Audit Committee and the work they conduct. The Comprehensive Annual Financial Report has been reviewed by the Audit Committee with Baker Tilly, the City's independent audit firm, and has been accepted by the Audit Committee and reported no findings, or changes to the document.

The City Council thanked Chairman Janos and the Audit Committee for their work, ensuring financial integrity with the community.

COUNCIL ACTION: Receipt of the audit report for the fiscal year ended April 30, 2022.

Alderman Buschmann made a motion to acknowledge the receipt of the audit report for the fiscal year ended April 30, 2022, seconded by Alderman Preschlack. The following vote "Aye": Alderman Morris, Novit, Rummel, Notz, Preschlack, Goshgarian, and Buschmann. The following voted "Nay": none. 7-Ayes, 0 Nays, motion carried.

ITEMS FOR OMNIBUS VOTE CONSIDERATION

- 1. Approval of October 17, 2022, City Council Meeting Minutes**
- 2. Approval of the Check Register for the Period of September 24 – October 28, 2022**
- 3. Approval of Health Insurance Contract Renewals for Calendar Year 2023**
- 4. Approval of the FY23 Personnel Policies and Practices**

5. **Approval of Revised Employment Agreement for City Manager Wicha**
6. **Approve the contract to Camp Nageela Midwest, dba Camp Henry Horner in the amount of \$35,000.**
7. **Consideration of a Request to Waive the Fidelity Bond Requirement in Connection with Holding a Raffle in the City of Lake Forest for Lake Forest College Chapter of the American Marketing Association and Lake Forest College Athletics (Approval by Motion)**
8. **Determination of a Non-Binding Estimate of the Amount of Revenue to be Generated from Property Taxes for the 2022 Calendar Year and Establishment of December 5, 2022 as a Public Hearing Date (if required) in Accordance with the Truth in Taxation Statute**
9. **Consideration of an Ordinance Approving a Recommendation from the Building Review Board. (First Reading, and if Desired by the City Council, Final Approval)**

COUNCIL ACTION: Approval of the nine (9) 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 Notz a motion to approve the nine (9) Omnibus items as presented, seconded by Alderman Preschlack. The following voted "Aye": Alderman Morris, Novit, Rummel, Notz, Preschlack, Goshgarian, and Buschmann. The following voted "Nay": None. 7-Ayes, 0 Nays, motion carried.

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

ORDINANCES

OLD BUSINESS

NEW BUSINESS

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

Mayor Pandaleon noted there will be no further business following executive session.

1. **EXECUTIVE SESSION pursuant to 5ILCS120/2(c), 11 The City Council will be discussing pending litigation**

Alderman Rummel made a motion to adjourn into executive session pursuant to 5ILCS120/2(c) (11), seconded by Alderman Novit. The following voted "Aye": Alderman Morris, Novit, Rummel, Notz, Preschlack, Goshgarian, and Buschmann. The following voted "Nay": None. 7-Ayes, 0 Nays, motion carried.

Adjournment into Executive Session at 8:43 pm

Reconvene into Regular Session at 9:31pm

ADJOURNMENT

There being no further business Mayor Pandaleon asked for a motion. Alderman Rummel made a motion to adjourn, seconded by Alderman Buschmann. Motion carried unanimously by voice vote at 9:32 p.m.

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.

RESOLUTION NO. _____

**AN RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining

MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the “Intergovernmental Cooperation Act”, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor/President and the Council/Board of Trustees of

have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the

benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/President and Council/Board of the _____, _____ County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION FIVE: EFFECTIVE DATE This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this ____ day of _____, 20____, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Mayor/President

ATTEST:

Clerk/Secretary

MABAS-ILLINOIS-CITY_VILLAGE_DISTRICT-RESOLUTION-2022

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

SECRETARY/CLERK'S CERTIFICATE

I, _____, the duly qualified and acting Secretary/Clerk
of the _____,
_____ County, Illinois, do hereby certify that attached hereto is a true
and correct copy of an Resolution entitled:

RESOLUTION NO. _____

**AN RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

which Resolution was duly adopted by said Council/Board at a meeting held on the ____
day of _____, 20____.

I do further certify that a quorum of said Council/Board was present at said
meeting, and that the Council/Board complied with all the requirements of the Illinois
Open Meetings Act and its own policies, rules or regulations concerning the holdings of
meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of
_____, 20____.

Secretary/Clerk



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

Table of Contents

SECTION ONE - PURPOSE	4
SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS	5
SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID	7
SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT	8
SECTION FIVE – COMPENSATION FOR AID	9
SECTION SIX - INSURANCE.....	10
SECTION SEVEN - LIABILITY	11
SECTION EIGHT - CHAPTERS	11
SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS	12
SECTION TEN - DIVISIONS	12
SECTION ELEVEN - TERM	13
SECTION TWELVE - MISCELLANEOUS.....	13
SECTION THIRTEEN - AMENDMENT.....	14
SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS	15
SECTION FIFTEEN - APPROVAL.....	15

This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term “political subdivision” means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term “public agency” means any political subdivision of the State of Iowa; any agency of Iowa’s government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term “governmental unit” in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, “municipality” means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and “political subdivision” means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. **"Agreement"** means this Master Mutual Aid Box Alarm System Agreement.
 - B. **"Aiding Unit"** means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. **"Automatic Mutual Aid"** or **"Auto-Aid"** means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. **"Box Alarm"** means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. **"Chapter"** means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. **"Chapter Governing Board"** means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. **"Chapter President"** means a person elected as the President of each state Chapter;
- H. **"Chief Officer"** means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.
- I. **"Council of Chapter Presidents"** means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.
- J. **"Disaster"** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **"Division"** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **"Emergency"** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **"Emergency Responder"** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **"Emergency Services"** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **"Incident Commander"** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

- responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.
- P. **“Incident Command System”** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
 - Q. **“MABAS”** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
 - R. **“Mutual Aid”** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
 - S. **“Requesting Unit”** means any Unit requesting assistance of another Unit under this Agreement.
 - T. **“Serious Threats to Public Health and Safety”** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
 - U. **“Training”** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
 - V. **“Unit”** (also “Member Unit”) means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party’s policies and within the authority provided to its Chief Officer, upon an Aiding Unit’s receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____, (Unit) this ____ day of _____, 202__. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: _____

Title: _____

Attest: _____

Title: _____

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GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2023 (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.

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 fees and/or 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***").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work 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, any Statement of Work, or any Supplemental 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.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

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 and safe 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 GIS 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.

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. Attachments 1 and 2 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 and the text of this Contract, the text of this Contract shall control.

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
800 N Field Dr
Lake Forest, IL 60045
Attention: Brian Joyce
E-mail: joyceb@cityoflakeforest.com

If to Consultant: Municipal GIS Partners, Incorporated
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: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

**CONSULTANT: MUNICIPAL GIS
PARTNERS, INCORPORATED**

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

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

Attachment 1
Statement of Work
to
GIS Consortium Service Provider Contract

(see attached)

Attachment 2

**Insurance
to
GIS Consortium Service Provider Contract**

(see attached)



Attachment 1 - Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

General Purpose

The Consultant will perform all or part of the City of Lake Forest (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

Direct Program Hours

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

Staffing Allocation

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2023, through December 31, 2023

Direct Program Hours: 824

Onsite presence: Average of 7.73 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

Fees and Expenses

The monthly fee for the staffing allocation is **\$9,270.00** per month. The total contract value for the agreement period is **\$111,240.00**.

Included Services

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

Staffing and Program Management

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation
5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

Data Management

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

Products and Solutions

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows.

2. **Address Verification:** A product to assess and score community address quality across department systems.
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Financial Forecasting:** A tool to project future infrastructure replacement costs
7. **Local Government Data Model:** A database standard developed for, and in partnership, with members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way
10. **Utility Leveling:** A data quality measurement system to access the ability of utility data to support local government business processes

Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.



Attachment 2 - Insurance

To GIS Consortium Service Provider Contract

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.

THE CITY OF LAKE FOREST

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING A SPECIAL USE PERMIT FOR FAITH LUTHERAN CHURCH, 680 W. DEERPATH, TO REFLECT A CHANGE IN THE CHURCH CAMPUS BOUNDARY

WHEREAS, North Shore Lutheran Ministry, Inc., ("**Owner**") is the Managing Partner for the ownership entities 680 W. Deerpath Road LLC, 688 W. Deerpath LLC, and 700 W. Deerpath LLC for the certain real properties commonly known as 680, 688, and 700 W. Deerpath, Lake Forest, Illinois and legally described in Exhibit A, attached hereto (the "**Property**"); and

WHEREAS, on April 7, 1980, the City Council approved a Special Use Permit for Faith Lutheran Church that recognized the existing use of the property for a church since the 1950's and authorized the addition of an office, classroom area, and an expansion of the parking area and;

WHEREAS, on July 31, 1989, the City Council approved an amendment to the Special Use Permit to allow the addition of a sanctuary and;

WHEREAS, on August 2, 1999, the City Council approved a further amendment to the Special Use Permit to allow a preschool to be established in the existing church facilities and to authorize construction of a playground and expanded parking area and;

WHEREAS, the Petition was filed in accordance with the regulations of Section 159.045, Special Uses, of the Lake Forest Zoning Code; and

WHEREAS, the Plan Commission did conduct a properly noticed public hearing on the Petition on October 12, 2022, and, after having fully heard and having considered the evidence and testimony offered, and after brief deliberation, voted 5 to 0, to recommend approval of the request subject to the conditions of approval hereinafter set forth and made findings as detailed on Exhibit B, attached hereto and made a part hereof; and

WHEREAS, the City Council (i) concurs with the findings of the Plan Commission, (ii) finds that the expanded Church campus boundaries and a continuation of the existing uses as authorized by the previously granted Special Use Permit will satisfy the requirements of Sections 159.045, Special Uses, and 159.083, R-3 Single Family Residence District, of the Zoning Code, and (iii) subject to the terms and conditions herein set forth, finds and determines that it is in the best interests of the City and its residents to approve the Petition and grant an amendment to the Special Use Permit as set forth in the Ordinance.

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

SECTION ONE. Recitals: The foregoing recitals are incorporated into this Ordinance as if fully set forth.

SECTION TWO. Approval of Amendment Special Use Place: Pursuant to Sections 159.045, Special Uses, and 159.083. Single Family Residence District, of the Zoning Code and subject to the limitations set forth in the City Code and the conditions set forth in Section Three of this Ordinance, the City Council hereby approves the Petition and grants the amendment authorizing expansion of the boundaries of the Faith Lutheran Church campus boundaries in conformance with the plan as depicted on Group Exhibit C attached hereto and made a part hereof.

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:

General Conditions

- 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. **Fees and Costs.** The Owners/Tenant 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/Tenant 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 FOUR: Amendment to Ordinance. Any amendments to the terms, conditions, or provisions of this Ordinance that may be requested after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in Section 159.045 of the Zoning Code, or by

an amendment to the SUP itself in the manner provided in the Zoning Code and by applicable law.

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

PASSED THIS ____ DAY OF _____, 2022.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ____ DAY OF _____, 2022.

MAYOR

ATTEST:

City Clerk

EXHIBIT A
Legal Description of the Property

Legal Description:

LOTS 11, 12 AND 13 IN WESTMORELAND ACRES, BEING A SUBDIVISION OF PARTS OF SECTIONS 31 AND 32, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED SEPTEMBER 26, 1952, AS DOCUMENT 770286, IN BOOK 1132 OF RECORDS, PAGE 63, IN LAKE COUNTY, ILLINOIS.

Commonly known as: 680, 688, and 700 W. Deerpath

EXHIBIT B

Findings of Fact

Special Use Permit Criteria #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.

The continued use of the property as a Church Campus will not be detrimental to the health, safety, morals or general welfare of the community. No new or expanded uses are proposed. The Church has operated at this location since the mid-1950's without incident.

Special Use Permit Criteria #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.

The Church Campus is located in a unique area and is separated from established residential neighborhoods by roads, a private club, the hospital campus, railroad tracks, and the Deer Path Golf Course. A single residential property is located immediately west of the three parcels owned by the Church adjacent to the entrance to the hospital campus and is owned by the hospital.

Recognizing the current use of the Church owned properties by reconfiguring the Church Campus through approval of an amended Special Use Permit and by reconfiguring the two adjacent residential properties to also reflect current uses will not cause harm to other residential properties in the area. The rear portion of the 700 W. Deerpath property will remain as open area for Church use and will visually appear as a rear yard. Any future proposal to pave or develop all or a portion of the yard area would require consideration of a further amendment to the Faith Lutheran Church's Special Use Permit through a public hearing process.

Special Use Permit Criteria #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. In business districts, the special use will not negatively affect the overall character of the area or detract from the primary retail nature of the district.

The surrounding area is already developed. The proposed amendment will not impede the ability of adjacent properties to redevelop or be further improved.

This property is not in a business district.

Special Use Permit Criteria #4: The exterior architectural appearance and functional plan of any proposed structure will not be incompatible with existing buildings, sites, the larger neighborhood or district so as to cause a substantial depreciation in the property values.

No new buildings are proposed.

Special Use Permit Criteria #5: Adequate utilities, access roads, drainage and or necessary facilities have been or are being provided.

All necessary infrastructure and utilities are currently provided to the site and are adequate. No additional development or redevelopment is proposed on the Campus.

Special Use Permit Criteria #6: Adequate measures have been or will be taken to provide ingress and egress.

Existing roads will continue to provide sufficient access to the site. No change in use or in the intensity of use of the Church Campus or the single family homes is proposed.

Special Use Permit Criteria #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 as part of the Special Use Permit.

The property will continue to conform to all regulations of the R-3 zoning district except as provided for in the Special Use Permit.

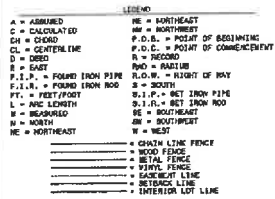
OF

W 10° 20' 40" W (ASSUMED)

90° 10° 0° 10° 20°

W 10° 20' 40" W (ASSUMED)

NORTH LINE OF DEERPATH ROAD AS FOUND DOCUMENTED





PLAN COMMISSION REPORT AND RECOMMENDATION

TO:	Honorable Mayor Pandaleon and Members of the City Council
DATE:	October 12, 2022
FROM:	Chairman Dixon and members of the Plan Commission
SUBJECT:	<i>Amendment to Special Use Permit and Associated Plat of Resubdivision -- Faith Lutheran Church</i>

PROPERTY OWNER

680 West Deerpath Road LLC
688 West Deerpath Road LLC
700 West Deerpath Road LLC
North Shore Lutheran Ministry, Inc.,
Managing member of each LLC

PROPERTY LOCATION

680, 688 and 700 W. Deerpath

ZONING DISTRICT

R-3 Single Family Residential

Joel Minster, President, 3667 Leonard Wood E, Highland Park, IL 60035
Virginia Coi, Vice President, 1285 Berkshire Lane, Grayslake, IL 60030
Allen Seidel, Secretary, 1696 Oak Knoll, Lake Forest, IL 60045
Ernest Kraemer, Treasurer, 785 Orchard Circle, Lake Forest, IL 60045

Representative: Michael Adelman, attorney

Plan Commission Recommendation

Based on the findings detailed in the Ordinance included in the Council packet, the Commission recommends the following:

1. Approve an amendment to the Special Use Permit for Faith Lutheran Church to allow an expansion of the Church Campus boundary to reflect existing uses. No new uses or changes to the facilities on the Campus are authorized as part of this approval.
2. Approve a plat of resubdivision to reconfigure the properties addressed as 680, 688, and 700 W. Deerpath consistent with the amended Special Use Permit, consolidating additional land area into the Church Campus and reducing the size of the 688 and 700 W. Deerpath properties.

The Request

This is a request for an amendment to an existing Special Use Permit for the sole purpose of modifying the boundaries of the Faith Lutheran Church Campus to recognize the existing use of the three properties all currently owned by North Shore Lutheran Ministry, Inc. No change in use is proposed.

To properly document the proposed expanded boundaries of the Church Campus and the related reconfiguration of the adjoining properties, a plat of resubdivision is presented as part of this request.

Description of Property and Background

Three contiguous properties are included in this request as noted above, 680, 688, and 700 W. Deerpath.

- The 680 W. Deerpath property is fully developed and used for Church purposes, the Church building including a preschool, a playground and a parking area.
- The 688 W. Deerpath property is also used for Church purposes. The residence has historically served as the Parsonage for the Church. The driveway entrance to the Church is located on the eastern portion of the property and the majority of the parking lot for the Church is located in the rear yard of the property.
- The 700 W. Deerpath was acquired by the Church in 2001. This property is developed with a single family residence and depending upon the need, has been used as housing for Church personnel or as a private rental. The rear yard of this property is used as open space periodically for Church related activities. There are no improvements in the rear yard, and none are planned.

The Faith Lutheran Church Campus fronts on the north side of Deerpath and is located west of the off ramp from southbound Route 41. A strip of City owned land, the former right-of-way for Westmoreland Road, separates the Church property from Route 41. A pedestrian/bicycle path is located on the City owned parcel extending south from Deerpath.

To the north, the Church property is adjacent to The Lake Forest Club property, near the tennis courts. Through a private agreement between Faith Lutheran Church and The Lake Forest Club, a small portion of a limited number of parking spaces along the south edge of the Church property encroaches on to the Club's property. The City is not party to this agreement.

To the west of the Church Campus, and west of the 700 W. Deerpath property, is a residential property, 720 W. Deerpath, which is developed with a single family home and owned by the hospital as a rental property. Further to the west is open space which is also in the ownership of the hospital and the entrance to the Northwestern Medicine Lake Forest Hospital Campus from Deerpath.

Past Approvals

Faith Lutheran Church has operated as an approved Special Use since the City first granted a Special Use Permit in 1980. Based on City records, the Church was established at this location prior to the designation of churches, in residential districts, as Special Uses. Based on information available in the City files, Faith Lutheran Church has existed at this location since the mid-1950's.

In 1980, Faith Lutheran Church requested approval to expand the existing facility by adding an office, classrooms and an expanded parking area. The City granted the requested Special Use Permit to allow expansion of the Church facilities and parking area. The Special Use Permit recognized the Church at that time as a pre-existing use on both the 680 and 688 W. Deerpath properties.

In 1989, Faith Lutheran Church requested approval of an amendment to the Special Use Permit granted in 1980 to allow the addition of a Sanctuary to the south side of the Church building. The requested amendment was granted by the City.

In 1999, Faith Lutheran Church requested approval of an amendment to the Special Use Permit granted in 1989 to allow a preschool to be established in the existing Church building and to allow construction of a playground on the east side of the Church. The requested amendment was granted. This Special Use Permit is included in the Commission's packet since it is the current controlling document.

Staff Analysis

Importantly, in all three approvals noted above, the 680 and 688 properties were recognized as part of a consolidated campus despite the fact that they remain today as separate parcels. As noted above, the third property, 700 W. Deerpath was more recently acquired by the Church.

Unlike the three requests noted above, the current request **does not propose any change to the facilities or hardscape on the Church Campus** but instead, seeks to formalize the use areas over the three properties as they exist today. The proposed amendment and resubdivision will lay the groundwork if in the future, the Church no longer has need for one or both of the single family residences. If the plat of resubdivision is approved, the existing homes will be located on smaller, legally platted lots and could be sold off as individual lots. If in the future changes in the facilities, hardscape or use of the Church Campus are proposed, an amendment to the Special Use Permit would again need to be considered through the public hearing process, with proper notice. The current request does not authorize any improvements or changes to the Church Campus.

The proposed resubdivision is intended to reflect current use of the properties. The 688 and 700 W. Deerpath properties are each developed today with modest homes. The homes as they exist today, on the reconfigured lots as proposed, will remain in conformance with the limitations of the City's Building Scale regulations (building square footage limitations) and with the required zoning setbacks except for the non-conforming conditions that exist today on the 688 W. Deerpath property. The 688 W. Deerpath residence as it exists today, encroaches into the front and west side yard setbacks. These encroachments are *not* the result of the proposed subdivision.

The proposed resubdivision will reduce the sizes of both the 688 and 700 W. Deerpath properties below the 40,000 square foot minimum lot size required in the R-3 zoning district. Neither lot meets the minimum lot size in their current form, but the lot sizes would be further reduced limiting the potential for future expansion of the homes. Any future request for variances to allow expansion of the homes or redevelopment of the properties with new homes would likely face a high threshold because the need for a variance would have been created by actions of the property owner that is, the reduction in lot sizes as now proposed.

The resubdivision as proposed and the reduction in the size of the two residential parcels will not be perceptible from the streetscape or from anywhere else off of the property.

Public Notice

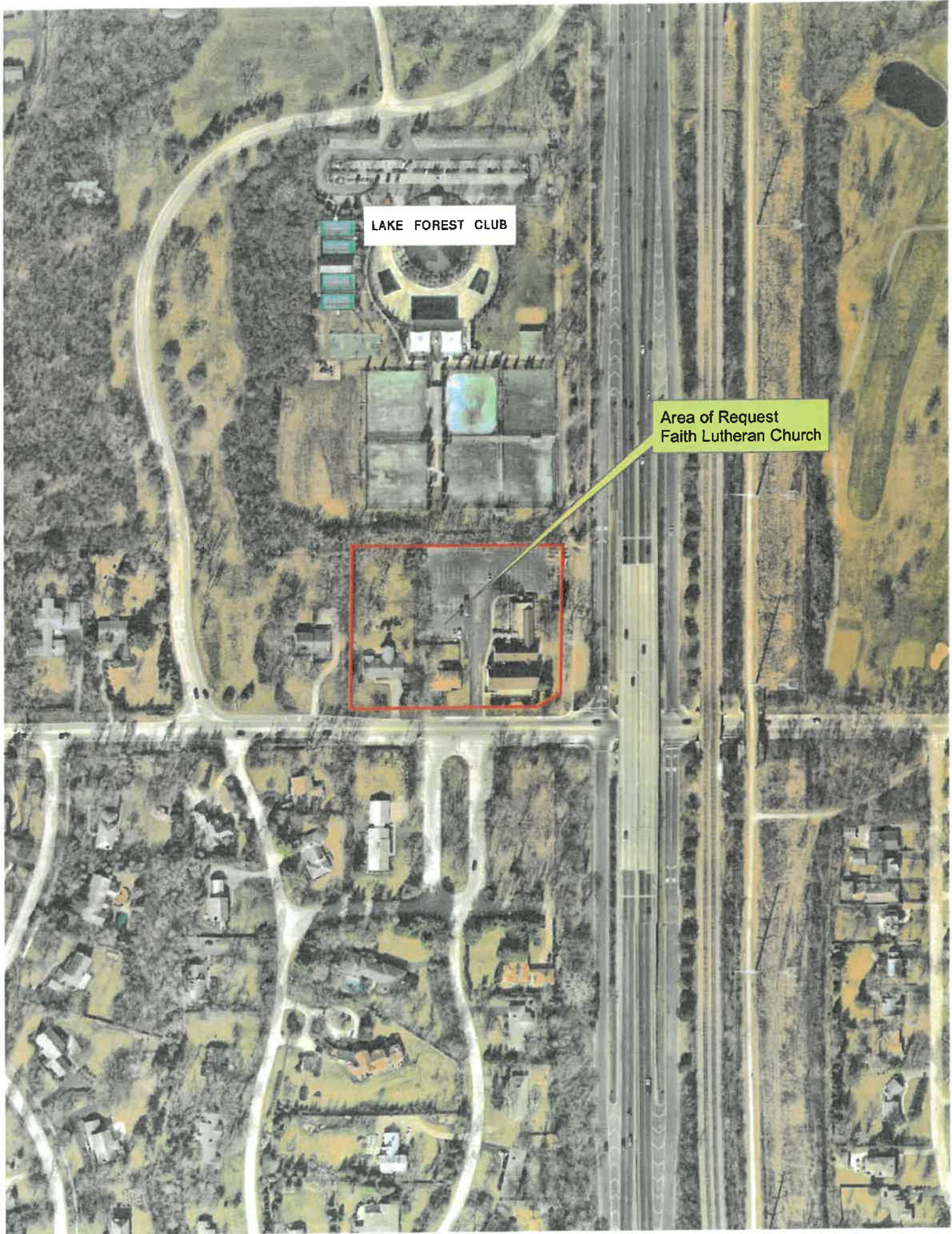
Public notice of this request was published in a newspaper of local circulation. Notice of the Commission's public hearing was mailed to surrounding property owners. The petitioner also mailed notice of the petition to surrounding property owners. The agenda for the meeting was posted at various public locations and on the City's website. No public testimony was presented to the Commission on this petition.

Lot 2 (688 W. Deerpath) and Lot 3 (720 W. Deerpath) on the proposed Plat of Resubdivision are non-conforming to the 40,000 square foot minimum lot size in the R-3 zoning district. Both of these parcels as they exist today are non-conforming to the minimum lot size. No new non-conforming condition will be created.

The width of Lot 2 (688 W. Deerpath) is reduced from 125 feet to 93 feet on the plat of resubdivision. This shift places the driveway entrance to the Church as it exists today fully on the Church Campus property instead of on the residential property. The minimum lot width in the R-3

zoning district is 125 feet. However, given the fact that the driveway in its present location exists today and was approved as part of the original Special Use Permit approved in 1980, functionally and visually, the width of the 688 W. Deerpath property was reduced decades ago.





LAKE FOREST CLUB TENNIS COURTS

BOUNDARY OF AREA OF REQUEST

37,500 SF

40,758 SF

37,500 SF

720

680

688

680

385

380

385

380

375

360