

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

Monday, July 20, 2026
220 E. Deerpath
Lake Forest, IL 60045

CALL TO ORDER AND ROLL CALL immediately following Finance Committee

6:30 pm

Honorable Mayor, Stanford R. Tack

Nancy Novit, Alderman First Ward
Peter Clemens, Alderman First Ward
John Powers, Alderman Second Ward
Rosemary C. Kehr, Alderman Second Ward

Alice LeVert, Alderman Third Ward
Nick Bothfeld, Alderman Third Ward
Richard Walther, Alderman Fourth Ward
Lloyd Culbertson, Alderman Fourth Ward

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

A. Resolution of Appreciation for Building Inspector/Code Enforcement Officer, Matt Goodman

A copy of the resolution can be found on **page 19**

COUNCIL ACTION: Approve the Resolution of Appreciation

2. COMMENTS BY CITY MANAGER

A. Department Spotlight

- Parks & Recreation- Sailing
 - Jason Busdecker, Program Manager
 - Cristina Ortiz Vivas, Program Manager

B. Overview of Emergency Engineering Services for the Lake & Spruce Bridge (item on omnibus)

- Michael Thomas, Director of Public Works

3. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL

4. COMMITTEE REPORTS

FINANCE COMMITTEE

1. GFOA Triple Crown Award Presentation and Distinguished Budget Presentation Award

Recently, the City was notified by the Government Finance Officers Association that the City's FY25 Popular Annual Financial Report (PAFR) has received the GFOA's PAFR Award. The GFOA established the Popular Annual Financial Reporting Awards Program (PAFR Program) in 1991 to encourage and assist state and local governments to extract information from their annual comprehensive financial report to produce high quality popular annual financial reports specifically designed to be readily accessible and easily understandable to the general public and other interested parties without a background in public finance and then to recognize individual governments that are successful in achieving that goal.

Successfully achieving this award puts the City in a very exclusive club as a GFOA "Triple Crown" winner for the 5th year in a row. This designation is for governmental units that have been awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting, the GFOA Distinguished Budget Presentation award, and the GFOA PAFR Award.

- The City has earned the GFOA Financial Reporting Award 47 consecutive years
- The City has earned the GFOA Budget Presentation Award for 10 consecutive years
- The City has earned the GFOA PAFR award for 5 consecutive years.

According to the US Census Bureau, there are more than 90,000 units of government in the US. Only 441 units of government in the United States, less than 1%, currently hold "GFOA Triple Crown" recognition!

The Finance Department team is to be commended for the excellent work they do each and every day that allows for the City to be successful in achieving these national recognitions.

*****PUBLIC HEARING ON THE CITY'S ANNUAL APPROPRIATION ORDINANCE*****

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

Mayor Tack

2. Consideration of the Annual Appropriation Ordinance for FY2027 and Approval of Rollovers (Final Reading – Public Hearing Required)

PRESENTED BY: Katie Skibbe, Finance Director (847) 810-3612

PURPOSE AND ACTION REQUESTED: Staff requests the City Council conduct a public hearing and approve final reading of the FY2027 appropriation ordinance, **page 20**, and rollovers **page 31**.

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

There are some differences between the budget and Appropriation Ordinance. The Appropriation Ordinance includes the Library, which was not included in the budget approved at the April 20, 2026 City Council meeting. The Library expenses are approved by the Library Board. Debt service payments are included in the budget but are excluded from the Appropriation Ordinance. The ordinances approving the bond issues serve as the legal authorization for these annual expenditures.

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

In order to provide more accurate and efficient accounting and budgeting of City funds, an annual rollover of funds is requested as part of the Appropriation Ordinance. This eliminates both under and over budgeting of funds in the new fiscal year. Rollovers consist of projects that were appropriated in FY2026 and will not be completed until FY2027.

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

Exhibit A (**page 33**) of the Appropriations Ordinance is included to address requirements of the Illinois Pension Code and Illinois Administrative Code.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	June 15, 2026	First Reading of Appropriations Ordinance
City Council	April 20, 2026	Adoption of FY27 Comprehensive Fiscal Plan

BUDGET/FISCAL IMPACT: The attached Appropriation Ordinance Worksheet (**page 34**) reconciles the FY27 Adopted Budget to the Appropriation Ordinance by fund. Some rollovers include associated revenues, which City staff will also incorporate into the FY27 budget. Additionally, the FY26 Rollover List includes \$15 million for the Police Station, representing the remaining unspent funds from the \$25.6 million project budget.

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

COUNCIL ACTION: Conduct a public hearing on the City's FY2027 Annual Appropriation Ordinance. Upon closing the public hearing, it is recommended that the City Council consider approval of the final reading of the Ordinance and the rollovers. A copy of the ordinance is available for review by the public in the City Clerk's office.

PARKS & RECREATION COMMITTEE

1. **Deerpath Park Athletic Fields Utilization Report**
 - **Mike Wick, Director of Parks & Recreation**

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION
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1. **Approval of Monday, June 18, 2026, City Council Meeting Minutes.**

A copy of the minutes is included in the packet on **page 35**.

COUNCIL ACTION: Approval of June 18, 2026 City Council Meeting Minutes.



2. **Approval of the Check Register for the Period of May 23 – July 2, 2026.**

STAFF CONTACT: *Mark Krygeris, Staff Accountant (847-810-3617)*

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

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

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

Check Register for May 23rd - July 2, 2026

	Fund	Invoice	Payroll	Total
101	General	768,017	2,461,797	3,229,813
501	Water & Sewer	345,598	236,821	582,420
220	Parks & Recreation	366,864	753,092	1,119,956
311	Capital Improvements	2,719,611		2,719,611
202	Motor Fuel Tax	5,405		5,405
230	Cemetery	39,266	61,134	100,399
210	Senior Resources	19,342	49,913	69,254
510	Deerpath Golf Course	35,955	3,307	39,262
601	Fleet	169,840	72,387	242,227
416 - 434	Debt Funds	753,059		753,059
248	Housing Trust			0
201	Park & Public Land	0		0
	All other Funds	541,250	281,534	822,784
		\$5,764,206	\$3,919,984	\$9,684,190

Included in the subtotal denoted as "All other Funds" is \$278,051 in Water & Sewer Capital Improvement Fund expenditures.

COUNCIL ACTION: Approval of the Check Register for the Period of May 23 – July 2, 2026.



3. Consideration of a Request to Waive the Fidelity Bond Requirement in Connection with Holding the Raffles in the City of Lake Forest for The Spirit of 67 Foundation and the St. Patrick's Catholic Church of Lake Forest (Approval by Motion)

STAFF CONTACT: Margaret Boyer, City Clerk (847.810.3674)

PURPOSE AND ACTION REQUESTED: Staff requests City Council consideration of waiving the fidelity bond requirement in connection with a proposed raffle from The Spirit of 67 Foundation and the St. Patrick's Catholic Church of Lake Forest.

BACKGROUND: In January 2020, the City Council approved an Ordinance Amending Chapter 110, titled "Licenses and Miscellaneous," related to Raffles, to align these sections with recent State of Illinois Legislation. Section 110.0149, J, allows the raffle manager designated by the organization to seek a waiver of the bond requirement from the City Council.

At this time, the Spirit of 67 Foundation and the St. Patrick's Catholic Church of Lake Forest is requesting a waiver of the bond requirement and have submitted a request. A copy of the request can be found beginning on **page 39**

BUDGET/FISCAL IMPACT: N/A

COUNCIL ACTION: Consideration of a Request to Waive the Fidelity Bond Requirement in Connection with Holding a Raffle in the City of Lake Forest for The Spirit of 67 Foundation and the St. Patrick's Catholic Church of Lake Forest.



4. Approval of an additional One-Year Professional Services Agreement with Core/Automated Merchant Systems (AMS) to provide credit card processing services with the option for early termination.

STAFF CONTACT: Mark Krygeris, Staff Accountant (847-810-3618)

PURPOSE AND ACTION REQUESTED: Staff requests approval of an additional one-year professional service agreement for credit card processing services with an option for early termination.

BACKGROUND/DISCUSSION: In June 2020, City Council approved a contract to provide online and over the counter credit card processing services to Core/AMS for three years, approved a two-year extension in 2023, and a one-year extension in 2025. Core/AMS integrates with the City's various software vendors and POS locations.

During the FY2026 budget process, the need to contract for credit card processing directly through current City software providers was identified by multiple departments. Software providers are increasingly offering integrated payment processing solutions that combine credit card gateway and processing services with features like centralized transaction data, automated reconciliation, and all-inclusive pricing. The current integration between City software and Core/AMS requires multiple payment gateways, which increases costs and adds complexity to our systems.

Integrating new software with Core/AMS is becoming increasingly difficult, particularly when ensuring PCI compliance across each gateway. Additionally, software providers are reducing the gateways available for integration, forcing the City to either implement additional payment gateways or find alternate solutions to maintain services to residents.

In FY2026, the Finance Department worked closely with the Recreation and Golf Departments to move credit card processing from Core AMS to Golf Now and Card Connect. These changes have increased efficiency for both customers and staff while maintaining cost effective processing.

Currently, the Finance Department is reviewing options for changing credit card processors for the City's financial software, BS&A. The City is upgrading the BS&A software to a cloud-based system this winter. Once this review is complete, an RFP will be issued for credit card processing services for all applications not recommended to move to integrated processing. The full recommendation will then be brought forward for City Council consideration and approval.

Staff requests approval of an additional one-year renewal, with the option to terminate early with 30 days' notice and without incurring early termination fees.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	6/6/2020	City Council approved 3-year contract with Automated Merchant Services

City Council	7/17/2023	City Council approved 2-year extension with Automated Merchant Services
City Council	7/21/2025	City Council approved 1-year extension with Automated Merchant Services

BUDGET/FISCAL IMPACT: Credit card processing fees are assessed to various funds based on the point-of-sale location and are projected to be consistent with the City's current agreement. With the exception of direct pass-through interchange fees associated with credit card processing services, all fees are to remain fixed for the remaining one-year extension.

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

Below is an estimated summary of Project budget:

FY2027 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N	
Multiple Funds	\$294,500	\$294,500	Y	

COUNCIL ACTION Approval of an additional One-Year Professional Services Agreement with Core/Automated Merchant Systems (AMS) to provide credit card processing services with the option for early termination.



5. Consideration of approving a recommendation from the Parks and Recreation Subcommittee to Increase Athletic Field Rental Rates by 5% for all User Tiers Effective August 1, 2026 through April 30, 2027.

STAFF CONTACT: Michael Wick, Director of Park and Recreation (847) 810-3942

PURPOSE AND ACTION REQUESTED: The Parks and Recreation Subcommittee and City staff recommend City Council approval of a 5% increase to athletic field rental rates for all user tiers, effective August 1, 2026 through April 30, 2027.

BACKGROUND/DISCUSSION: The City of Lake Forest provides athletic field space at multiple park locations, including Deerpath Community Park, Everett Park, West Park, Waveland Park, Townline Community Park, Northcroft Park, and South Park. Use of these fields is managed under the Athletic Field Usage Policy approved by the City Council in 2023. The policy established a fee structure intended to support long-term athletic field maintenance and contribute toward future synthetic turf replacement costs at Deerpath Community Park.

On April 7, 2025, the City Council approved a \$5 per-hour increase for each user tier for Year 2 (August 2025-July 2026) of the fee schedule. At that time, staff committed to returning with recommendations for future years based on actual field usage and revenue performance.

Since implementation of the policy, staff has monitored field usage, rental revenue, and progress toward the long-term funding goal for synthetic turf replacement and maintenance. Based on this analysis, staff and the Parks and Recreation Subcommittee determined that a 5% increase for all user tiers is appropriate to maintain progress toward the reserve funding target while providing gradual adjustments for athletic organizations.

The Subcommittee reviewed the 5% proposed increase at its June 30, 2026 meeting and unanimously recommended approval.

The original fee schedule was structured around the opening of Deerpath Community Park and the seasonal athletic calendar. Beginning in Fiscal Year 2028, staff recommends aligning athletic field fee adjustments with the City's annual fee review process. As a result, the proposed rates would remain in effect from August 1, 2026 through April 30, 2027, creating a transition period before future adjustments are considered through that process.

The proposed fee schedule is shown below:

Proposed Athletic Field Rental Rates Table

Classification	Current Hourly Rate		Hourly Rate with 5% Increase	
	Synthetic	Natural	Synthetic	Natural
Tier 1 (Affiliates)	\$55	\$45	\$58	\$47
Tier 2	\$90	\$80	\$95	\$84
Tier 3	\$130	\$130	\$137	\$137

BUDGET/FISCAL IMPACT: Based on current usage trends and assumptions of incremental growth in future rental rates, the City remains on track to achieve the estimated \$3.6 million funding goal for future synthetic turf replacement and major maintenance needs within the anticipated 12-year lifecycle of the fields.

The Parks and Recreation Subcommittee and City staff recommend approval of the proposed 5% increase to athletic field rental rates. The increase is consistent with the funding strategy previously approved by the City Council and supports the long-term financial sustainability of the City's athletic field system.

COUNCIL ACTION: Consideration of approving a recommendation from the Parks and Recreation Subcommittee to Increase Athletic Field Rental Rates by 5% for all User Tiers effective August 1, 2026 through April 30, 2027.



6. Ratification for Emergency Subsurface Exploration and Geotechnical Engineering Services for the Lake & Spruce Bridge in an Amount Not-To-Exceed \$94,800 to ECS Midwest, LLC

STAFF CONTACT: *Michael Thomas, Director of Public Works*

PURPOSE AND ACTION REQUESTED: City staff is requesting City Council's ratification of the City Manager's June 30, 2026, approval to proceed with emergency subsurface and geotechnical

engineering services for the Lake & Spruce bridge. The work and services provided will not exceed \$94,800.

BACKGROUND: The Lake & Spruce Bridge, located between Woodland Road and Spruce Avenue, was originally constructed in 1978. Over the years, various patching repairs have been made to the bridge deck with epoxy, concrete, and asphalt. The steel beams were painted brown after the formation of patina, and a concrete drainage channel was constructed beneath the center span. However, the bridge lacks additional channel protection measures.

The rehabilitation project, approved by City Council on November 17, 2025, in the amount of \$2,175,000, focused on replacing the aging bridge deck, stabilizing the slopes, and restoring the ravine beneath the bridge. Specifically, 173 feet of deck will be replaced across three continuous steel spans, 33 feet of slope stabilization and repairs will occur directly underneath the bridge and within the public right-of-way, and 20 feet of asphalt approach on both sides of the bridge will be completed.

When the contractor, Dunnet Bay Construction, began the project in March 2026, the crew and staff noticed that the side slope immediately to the west and north of the bridge had an abnormal amount of water draining from its sidewall. Staff and the contractor initially assumed that the various layers of soil specifically in that area were oversaturated from the melted winter snow and spring rains. In early June, two wick drains were installed to help drain the side slope and limit additional slope degradation. Since their installation, the two wick drains have each been draining approximately 64 oz. of water per minute with no sign of slowing down. Additionally, there are two holes on the side of the ravine that continue to have water discharging from them.

Staff thoroughly investigated all possible sources of water, from the City's water main to the water service, sprinkler system, and sump pump discharge from the property owner directly north of the bridge. All systems were shown to have no leaks. After consultation with Public Works Committee Chairman, it was recommended that the City immediately contract with a geotechnical engineer to perform a thorough evaluation of the subsurface soils. Staff spoke with the bridge's design firm, Wiss, Janney, Elstner Associates (WJE hereafter) who recommended ECS Midwest, LLC. The two firms have worked together on previous bridge projects and WJE felt that ECS would do a good job providing the services needed within the short time frame staff had requested. Staff checked multiple references as well and all were found to be positive.

Recognizing the urgency of the saturated soils and wanting to avoid a catastrophic slope failure, staff did not have time to solicit multiple proposals through the City's RFP process. ECS Midwest LLC's proposal included drilling four, 100' deep soil samples; three on the north side of the bridge and one on the south side where staff had also seen water but to a much lesser extent. Additionally, laboratory testing will occur with each sample to determine its moisture content and compression strength. A global stability analysis on one of the northern slopes will occur to determine different remediation options. Finally, staff will be provided with an engineering report that specifically reviews each data point and ECS' overall recommendations moving forward.

Drilling of the four 100' samples began on Thursday, July 9, and is expected to be completed by early in the week of July 20.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	11/17/25	Approved Bid for Bridge Repairs
Public Works Committee	10/20/25	Reviewed and Recommended Approval to City Council Award of Bid for Bridge Repairs

BUDGET/FISCAL IMPACT: Before proceeding with approving ECS' proposal, staff reviewed the emergency funding request with the City Manager, Finance Director, and the City Attorney. Legal counsel noted that staff could proceed with the engineering services under the provision of the City Code Section 38.35. Specifically, the section noted that, "the City Manager may make purchases and enter into contracts on behalf of the City in the case of accidents or other circumstances creating an emergency where necessary to protect life, the public health and safety, and public property, by such process as may be practicable under the circumstances. All emergency procurements involving expenditures of \$25,000 or more must be presented to the City Council for ratification at the next scheduled City Council meeting."

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

Company Name	Proposal Amount
ECS Midwest, LLC	\$94,800

This contract is beyond the scope of the original project and is not included in the project budget. Staff anticipate realizing savings within the Capital Fund throughout the year that can be used to offset this additional expense.

FY2027 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund 311-3703-478.78-76	\$0	\$94,800	N

COUNCIL ACTION: Ratification for Emergency Subsurface Exploration and Geotechnical Engineering Services for the Lake & Spruce Bridge in an Amount Not-To-Exceed \$94,800 to ECS Midwest, LLC



- 7. Consideration of a Recommendation from the Historic Preservation Commission in Support of an Ordinance Rescinding Local Landmark Designation for Structures Located in the Northwest Corner of the Amberley Woods Development and Addressed as 1930 Amberley Court (previously addressed as 1710 Kennedy Road). (First Reading and if Desired by the City Council, Final Approval)**

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

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

BACKGROUND: The two structures that are the subject of this petition were designated as a Local Landmark by the City Council on April 20, 2006. The designation was part of the overall approval of the Amberley Woods mixed use development on a 40 acre parcel located on the southeast corner of Route 60 and Saunders Road. The intention was that the structures, or at least the residence, would be adaptively reused as part of the larger development. Prior to the designation, the main structure was occupied as a single family residence from 1933 until the early 2000's. The coach house was an accessory structure to the main residence. The structures, at the time of designation, were found to meet the criteria required for designation.

The City of Lake Forest Code provides a process for property owners to request rescission of Local Landmark designation. A request for rescission of the designation must be considered by the Historic Preservation Commission at a public hearing. The Historic Preservation Commission held a public hearing on May 27, 2026, to consider the property owner's request for rescission of the Local Landmark designation. After hearing a presentation from the petitioner and after public comments from several residents in support of the request and in support of demolition of the structures, the Commission voted unanimously to recommend approval of the request for rescission of the designation to the City Council.

The Commission determined that although the structures still exemplify the Tudor Revival architectural style, much has been lost over time due to deterioration, exposure to the elements, and the inability to find an adaptive reuse for the structures to support ongoing investment. The Commission also recognized that the historic integrity of the structures was compromised as the surrounding area was developed significantly changing the original expansive natural wooded context in which the structures once existed. Additional background information is provided in the Historic Preservation Commission's report which is included in the Commission's packet beginning on **page 43**.

The owners of the structures are prepared to proceed with demolition and restoration of the site pending final approval of the rescission of the Local Landmark designation and the issuance of permits.

The rescission is in the form of an amendment to the City Code and must be approved by Ordinance. The Ordinance is included in the Council packet beginning on **page 45**.

COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading and grant final approval of an Ordinance rescinding Local Landmark designation for structures located in the northwest corner of the Amberley Woods Development and addressed as 1930 Amberley Court.

COUNCIL ACTION: Approve the seven (7) omnibus items as presented

6. OLD BUSINESS

7. NEW BUSINESS



1. Consideration of an Intergovernmental Agreement with the Village of Glenview for participation in a Regional Drone as a First Responder Program

PRESENTED BY: *John Burke, Chief of Police, 847-810-3803, and
Andy Rick, Fire Chief 847-810-3864*

PURPOSE AND ACTION REQUESTED: Consideration of an Intergovernmental Agreement with the Village of Glenview authorizing the City of Lake Forest to participate in the regional Drone as a First Responder program operated in coordination with the Glenview Public Safety Dispatch Center (GPSDC).

BACKGROUND/DISCUSSION: Drones or Unmanned Aircraft Systems (UAS) have been increasing in use by public safety agencies for the past several years. In most situations, a drone is purchased by an individual agency and requires a Police Officer or Firefighter to be on-shift and on the scene of an incident to deploy the drone and operate it within the pilot's line of sight. While this tool is of great use to public safety, it often takes time to get a drone and pilot on scene, if a drone and pilot are even available at the time of the incident.

The Drone as a First Responder (DFR) program allows a drone to be launched by a 9-1-1 Telecommunicator at GPSDC at the time a qualifying 9-1-1 call is received for Lake Forest, based upon the call type and established operational criteria. The drone can then fly to the incident location and provide Police and Fire personnel with live video, thermal imagery, and other situational information, often within minutes and before the first public safety unit arrives.

Once the drone arrives at the incident, a properly licensed pilot assumes operational control. Because the system is internet-based, an authorized pilot may operate the drone remotely from GPSDC, Lake Forest, or another approved location. GPSDC will provide trained and qualified pilots to support initial launches. Lake Forest will maintain or develop its own roster of qualified pilots, and qualified pilots from GPSDC or another participating community may assist when a Lake Forest pilot is unavailable, consistent with program policies and applicable Federal Aviation Administration requirements.

The DFR program is intended to supplement, not replace, Police Officers, Firefighter/Paramedics, or traditional public safety response. Its principal value is providing timely information that improves responder safety, situational awareness, and decision-making during the earliest stages of an emergency.

OPERATIONAL BENEFITS AND USE CASES FOR POLICE AND FIRE: For the Lake Forest Police Department, the DFR program may provide immediate situational awareness for crimes in progress, suspicious persons or vehicles, fleeing suspects, missing or endangered persons, vehicle crashes, perimeter operations, large public events, and situations in which officers may be entering an unknown or potentially dangerous environment.

For the Lake Forest Fire Department, the system may support structure fires, reports of smoke or fire, brush or vegetation fires, water rescues and incidents along the Lake Michigan shoreline, hazardous-material incidents, missing or injured persons, major traffic crashes, multiple-patient incidents, storm damage, flooding, and other emergency-management operations.

The drone includes thermal-imaging capability that may assist with identifying heat sources, evaluating fire extension, and locating individuals in low-visibility conditions. It also includes two-way audio capability and can carry manually loaded emergency payloads, such as a personal flotation device for a water rescue or lifesaving medication for certain medical emergencies.

MOTOROLA SOLUTIONS/BRINC AGREEMENT HIGHLIGHTS:

- Unlimited repairs on covered BRINC equipment.
- Unlimited replacement of covered BRINC equipment that cannot be repaired.
- Equipment upgrades during the agreement.
- Ability to adjust the number of drones as program needs change.
- Ability to exit at an annual renewal with the required notice.
- Public-safety identification lighting.
- Thermal and high-zoom camera capabilities.
- Two-way communication through an integrated speaker and microphone.
- Ability to carry manually loaded emergency payloads.
- Cloud-based fleet management, remote piloting, training, and continuous technical support.

BUDGET/FISCAL IMPACT: The Village of Glenview evaluated DFR platforms offered by Paladin, Axon, Flock Safety, and Motorola Solutions/BRINC. The systems were compared based upon flight range, flight duration, speed, battery recharge time, camera features, payload capacity, support, equipment replacement, and contract flexibility. Representatives from GPSDC member agencies were invited to attend vendor demonstrations and participate in the evaluation process.

Motorola Solutions/BRINC was selected because it offered the most advantageous combination of performance, geographic coverage, operational capabilities, scalability, and contract terms. The regional system requires six drones, compared with eight under the Flock proposal and twelve under the Axon proposal.

COMPANY	PER DRONE	NUMBER OF DRONES	TOTAL PER YEAR
Motorola - BRINC	\$59,999	6	\$359,994
Flock	\$50,000	8	\$400,000
Axon	\$59,000	12	\$708,000

The regional Motorola Solutions/BRINC program has an annual subscription cost of \$359,994 for six drone systems. The first program year is provided at no subscription cost. Based upon six participating community units, Lake Forest's anticipated share is \$59,999 annually in years two through four, for a total anticipated subscription cost of \$179,997 over the four-year program. Lake Forest will also be responsible for local site preparation and any Lake Forest-specific installation, training, or operational expenses.

The annual share may be adjusted if participating communities are added or withdrawn. The Intergovernmental Agreement permits withdrawal during the first eleven months of the no-charge implementation period without a subscription cost. Withdrawal after that period, or fewer than 30 days before the beginning of a paid program year, may obligate the City to pay its share for the upcoming year.

Has City staff obtained competitive pricing for proposed goods/services? **No**
Administrative Directive 3-5, Section 6.1D – Government Joint Purchase

Below is an estimated summary of Project budget:

FY 2027 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Police Equipment Fund 101-7603-475-75-49	\$0.00	\$0.00	N

COUNCIL ACTION: Approval of an Intergovernmental Agreement with the Village of Glenview authorizing the City of Lake Forest to participate in the regional Drone as a First Responder program and authorization for the City Manager to execute the agreement and related implementation documents



- 2. Approval of Recommendation Authorizing the City Manager to execute Intergovernmental Agreements (IGA) with School Districts 67 and 115; Student Resource Officer Agreement (SRO), associated Memorandum of Understanding (MOU) regarding waiving fees for underpayment, and Crossing Guard Agreement with School District 67**

PRESENTED BY: *George Issakoo, Deputy City Manager (847-810-3680)*

PURPOSE AND ACTION REQUESTED: The Office of the City Manager has engaged with the administration of School Districts 67 and 115 to establish new IGA's that address facility sharing and shared services between the School Districts, and the City's Parks and Recreation and Public Works Department. Additionally, new Student Resource Officer Agreements and an associated MOU have been developed. The action requested is to authorize the City Manager to execute these agreements with the School Districts.

BACKGROUND/DISCUSSION:

(IGA)

In the Spring of 2025, The Office of the City Manager and School District administration began discussions pertaining to the development of new Intergovernmental Agreements addressing shared services, shared facility use, equipment and services. There have been prior agreements addressing many of these topics that have lapsed but were still being honored in some capacity on a year-to-year basis. Such examples include the City paying the School district for access to its gym for Parks and Recreation programming and the School's utilization of the fields at Deerpath Park. The lapsing of these agreements presented an opportunity to consolidate and clarify the previous parameters while also ensuring an IGA's focused on increasing communication and shared resources while optimizing taxpayer resources.

The intergovernmental agreements between the City of Lake Forest and Lake Forest School Districts No. 67 and 115 establishes a framework for sharing facilities, equipment, and services, to better serve the community. The agreement allows each party to use certain buildings,

parks, athletic fields, and other facilities, with right of first refusal language included to ensure access. A shared calendar and request process will be used to coordinate facility use, and the parties generally agree not to charge a fee for except for direct or extraordinary costs associated with a specific activity.

The agreement also outlines several shared services provided by the City, including maintenance support at certain school properties, such as refuse collection, snow plowing and lighting maintenance. Although, these types of services are largely limited to City-owned and operated components of the school facilities, such as the maintenance at Everett Park and its parking lot. Additionally, the agreement addresses the City's services through CROYA and establishes a sustainable fee model for the School district that will help support CROYA in its efforts to support students.

(SRO)

The City has historically provided the school districts with designated student resource officers at Deerpath Middle School and Lake Forest High School respectively. With the ongoing discussions around the IGA, both parties also chose to re-evaluate the existing SRO agreement. From the City's perspective, the previous agreement had not been tracking the market as it related to comprehensive costs associated with budgeting for police officers to serve in those roles. These discussions presented an opportunity to readdress the fee structure, taking into account market rates for similar services in comparable communities, in addition to considering the time allocated to the schools by the SROs. The new agreement addresses these areas, clarifies the scope of services and selection process and includes an appropriate market rate contribution at 70% of the salary and benefits of each officer to ensure the long-term sustainability of the SRO program.

(MOU)

During the discussions surrounding the SRO agreement, a discrepancy in the fees charged for those services was uncovered by the City's finance department. The MOU established a procedure for rightsizing that oversight to include a repayment and forgiveness plan that waives 50% of the outstanding fees which amounts to \$125,266.39. The partial forgiveness was negotiated in exchange for significantly increased, escalator-based contributions under the new SRO agreement.

(Crossing Guards)

The Police Department manages the Crossing Guard program that serves School District 67. The agreement was in need of renewal and minor updates to the hiring process to match state statute. Copies of the Intergovernmental Agreements and Memorandum of Understanding can be found beginning on **page 49**.

COUNCIL ACTION: Approval of Recommendation Authorizing the City Manager to execute Intergovernmental Agreements (IGA) with School Districts 67 and 115; Student Resource Officer Agreement (SRO), associated Memorandum of Understanding (MOU) regarding waiving fees for underpayment, and Crossing Guard Agreement with School District 67

8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS
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9. ADJOURNMENT

A copy of the Decision Making Parameters, along with a guide to icons focusing on the Priority Areas in the Strategic Plan, is included with this agenda, starting on the following page.



Office of the City Manager

July 15, 2026

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.

Priority Areas



FISCAL STEWARDSHIP

Implement an operating budget and capital improvement strategy that is balanced over the long-term.



INFRASTRUCTURE & CITY FACILITIES

Invest in and maintain infrastructure and facilities to ensure they are safe, reliable, and capable of meeting current and future needs of the community.



PUBLIC SAFETY

Ensure the safety and security of all residents by providing efficient and effective police, fire, and emergency services while promoting community-based crime prevention initiatives.



RECREATION AND COMMUNITY WELL-BEING

Promote a healthy and active community by providing diverse recreational opportunities, maintaining parks and open spaces, and supporting programs that enhance residents' quality of life.



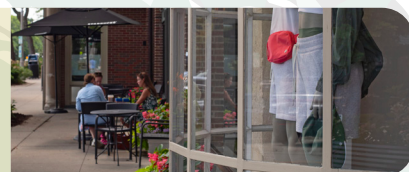
COMMUNITY'S VISUAL CHARACTER AND DEVELOPMENT

Enhance the aesthetic appeal of Lake Forest by balancing preservation of historic buildings, distinct streetscapes and landscapes with being open to opportunities and new ideas.



BUSINESS & ECONOMIC VITALITY

Enhance the business community so that it remains economically viable, enticing to visit, and meets the needs of the community and visitors.



COMMUNITY ENGAGEMENT

Encourage active participation and communication between the City government and residents, fostering a sense of community and ensuring that voices are heard in the decision-making process.





Resolution of Appreciation

WHEREAS, MATT GOODMAN has been a dedicated and valuable employee of The City of Lake Forest since July 12, 1999; and

WHEREAS, MATT honorably retired from The City on July 13, 2026 to begin his next chapter of life; and

WHEREAS, MATT served The City in a variety of capacities, first in the Building Maintenance Section in Public Works before moving to the Community Development Department as Building Inspector, Inspection Supervisor, and finally as Code Enforcement Officer, a tireless and thankless position; and

WHEREAS, MATT may best be remembered by many for the energy, passion, and time he gave to the great success of the City Employee annual Rib and Chili Cookoffs year after year; and

WHEREAS, it was never about himself, **MATT** was a caretaker, devoted to his colleagues, committed to solving problems for Lake Forest residents as well as for contractors on projects large and small, he embodied the Community Development Department's motto of "being an ally, not an obstacle, to our customers.....sometimes to a fault; and

WHEREAS, MATT'S life revolves around his family, Sarah, Ellie and Grace along with his extended family, his parents, and until her passing, his mother in law; and

WHEREAS, this Resolution would not be complete without mentioning Gus and Howie, they will be so excited to have "dad" home all day to play; and

WHEREAS, MATT, you are missed already but your presence will continue to be felt, as we try to live up to your work ethic and your high standards, and

WHEREAS, Watersmeet, Michigan awaits.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST that the Council, on behalf of the administration and residents of the community, hereby expresses its appreciation and gratitude to **MATT GOODMAN** for a public service faithfully and honorably performed; and

BE IT FURTHER RESOLVED that this Resolution be appropriately inscribed and conveyed to **MATT**, with a copy to be spread upon the permanent records of the City Council, this 20TH day of July, 2026.

Mayor

**AN ORDINANCE MAKING APPROPRIATION FOR CORPORATE PURPOSES AND
FOR THE PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST, COUNTY OF
LAKE AND STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING
MAY 1, 2026 AND ENDING APRIL 30, 2027**

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

Section 1: That the following sums, or so much thereof as may be authorized by law, be and the same are hereby appropriated from the respective fund designated in this ordinance for the corporate purposes of The City of Lake Forest and for the objects and purposes stated herein according to departments and other separate agencies, and for the Public Schools of The City of Lake Forest, County of Lake and State of Illinois, to defray the necessary expenses of the City and its Public Schools for the fiscal year commencing May 1, 2026 and ending April 30, 2027.

GENERAL FUND

General Government

	<u>Appropriation</u>
Salaries and Benefits	\$ 4,611,106
Supplies/Other Services and Charges	4,400,957
Capital Equipment	200,000
Contingency - to meet expenses of emergencies and optional expenses not otherwise provided for	4,558,747
TOTAL GENERAL GOVERNMENT	<u>\$ 13,770,810</u>

Law

Contractual Services	\$ 450,000
TOTAL LAW	<u>\$ 450,000</u>

Community Development

Salaries and Benefits	\$ 2,368,987
Supplies/Other Services and Charges	534,082
Capital Equipment	-
TOTAL COMMUNITY DEVELOPMENT	<u>\$ 2,903,069</u>

Public Works Administration

Salaries and Benefits	\$ 672,002
Supplies/Other Services and Charges	139,792
TOTAL PUBLIC WORKS ADMINISTRATION	<u>\$ 811,794</u>

Public Buildings

<u>Building Maintenance</u>	
Salaries and Benefits	\$ 1,157,485

	<u>Appropriation</u>
Supplies/Other Services and Charges	821,115
Capital Improvements	150,000
TOTAL PUBLIC BUILDINGS	<u>\$ 2,128,600</u>

<u>Streets</u>	
Salaries and Benefits	\$ 1,446,612
Supplies/ Other Service and Charges	734,481
Capital Improvements	570,925
TOTAL STREETS	<u>\$ 2,752,018</u>

<u>Sanitation</u>	
Salaries and Benefits	\$ 1,891,617
Supplies/ Other Service and Charges	1,284,863
TOTAL SANITATION	<u>\$ 3,176,480</u>

<u>Storm Sewers</u>	
Salaries and Benefits	\$ 160,007
Supplies/ Other Service and Charges	40,929
Capital Improvements	50,000
TOTAL STORM SEWERS	<u>\$ 250,936</u>

<u>Engineering</u>	
Salaries and Benefits	\$ 714,784
Supplies/ Other Service and Charges	260,886
TOTAL ENGINEERING	<u>\$ 975,670</u>

<u>Fire</u>	
<u>Administration</u>	
Salaries and Benefits (see Exhibit A)	\$ 5,708,606
Supplies/ Other Service and Charges	3,072,469
Capital Improvements	50,000
Sub-Total	<u>\$ 8,831,075</u>

<u>Emergency Medical Services</u>	
Supplies/ Other Service and Charges	\$ 46,800
Sub-Total	<u>\$ 46,800</u>

<u>Fire Suppression</u>	
Supplies/ Other Service and Charges	\$ 156,250
Sub-Total	<u>\$ 156,250</u>

TOTAL FIRE	<u>\$ 9,034,125</u>
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	<u>Appropriation</u>
<u>Police</u>	
Salaries and Benefits (see Exhibit A)	\$ 8,259,704
Supplies/ Other Service and Charges	5,568,009
Capital Improvements	65,000
TOTAL POLICE	<u>\$ 13,892,713</u>

TOTAL AMOUNT APPROPRIATED FROM THE GENERAL FUND	<u>\$ 50,146,215</u>
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FLEX FUND

Supplies/Other Services and Charges	\$ 9,500
Contingency to meet expenses of emergencies and expenses not otherwise provided for	950
TOTAL AMOUNT APPROPRIATED FROM FLEX FUND	<u>\$ 10,450</u>

FIBER INSTALLATION

Supplies/Other Services and Charges	\$ 150,000
Contingency to meet expenses of emergencies and expenses not otherwise provided for	15,000
TOTAL AMOUNT APPROPRIATED FROM FIBER INSTALLATION FUND	<u>\$ 165,000</u>

MOTOR FUEL TAX FUND

Capital Improvements	\$ 1,666,790
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	166,679
TOTAL AMOUNT APPROPRIATED FROM THE MOTOR FUEL TAX FUND	<u>\$ 1,833,469</u>

EMERGENCY TELEPHONE FUND

<u>Police</u>	
Salaries and Benefits	\$ -
Supplies/ Other Service and Charges	349,121
Capital Equipment	248,172
Contingency to meet expenses for emergencies and expenses not otherwise provided for	59,729
TOTAL POLICE	<u>\$ 657,022</u>
TOTAL AMOUNT APPROPRIATED FROM THE EMERGENCY TELEPHONE FUND	<u>\$ 657,022</u>

SENIOR RESOURCES COMMISSION FUND**Appropriation**

Salaries and Benefits	\$ 588,135
Supplies/Other Services and Charges	200,600
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	78,874
TOTAL AMOUNT APPROPRIATED FROM THE	
SENIOR RESOURCES COMMISSION FUND	\$ 867,609

PARKS AND RECREATION FUND**Recreation****Recreation Programs**

Salaries and Benefits	\$ 3,965,662
Supplies/ Other Service and Charges	2,627,323
Capital Equipment	175,000
Sub-Total	\$ 6,767,985

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

1,169,993

TOTAL RECREATION SECTION

\$ 7,937,978

Parks and Forestry**Administration**

Salaries and Benefits	\$ 3,118,637
Supplies/ Other Service and Charges	1,259,053
Capital Improvement	100,000
Capital Equipment	-
Sub-Total	\$ 4,477,690

Grounds Maintenance

Supplies/ Other Service and Charges	\$ 91,000
Sub-Total	\$ 91,000

Athletic Field Plg/Tennis

Supplies/ Other Service and Charges	\$ 111,491
Sub-Total	\$ 111,491

Lakefront Facilities

Supplies/ Other Service and Charges	\$ 37,500
Sub-Total	\$ 37,500

	<u>Appropriation</u>
<u>Tree Trimming</u>	
Supplies/ Other Service and Charges	\$ 87,000
Sub-Total	<u>\$ 87,000</u>
<u>Tree Removal</u>	
Supplies/ Other Service and Charges	\$ 44,460
Sub-Total	<u>\$ 44,460</u>
<u>Insect & Disease</u>	
Supplies/ Other Service and Charges	\$ 23,500
Sub-Total	<u>\$ 23,500</u>
<u>Tree & Shrub Planting/Care</u>	
Supplies/ Other Service and Charges	\$ 14,500
Sub-Total	<u>\$ 14,500</u>
<u>Natural Areas Management</u>	
Supplies/ Other Service and Charges	\$ 44,800
Sub-Total	<u>\$ 44,800</u>
TOTAL PARKS AND FORESTRY SECTION	<u><u>\$ 4,931,941</u></u>
TOTAL AMOUNT APPROPRIATED FROM THE PARKS AND RECREATION FUND	<u><u>\$ 12,869,919</u></u>
<u>SPECIAL RECREATION FUND</u>	
Salaries and Benefits	\$ 99,199
Supplies/Other Services and Charges	347,131
Capital Improvements	165,000
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	<u>61,133</u>
TOTAL AMOUNT APPROPRIATED FROM THE SPECIAL RECREATION FUND	<u><u>\$ 672,463</u></u>
<u>CEMETERY COMMISSION FUND</u>	
Salaries and Benefits	\$ 724,419
Supplies/Other Services and Charges	630,952
Capital Improvements	1,710,000
Contingency to meet expenses of emergencies and operational expenses not otherwise provided for	<u>306,537</u>
TOTAL AMOUNT APPROPRIATED FROM THE CEMETERY COMMISSION FUND	<u><u>\$ 3,371,908</u></u>

PUBLIC LIBRARY FUND**Appropriation****Library Services**

Salaries and Benefits	\$ 3,247,238
Supplies/Other Services and Charges	1,548,041
Building Maintenance - Supplies/Other Services and Charges	\$ 327,000
Contingency to meet expenses of emergencies and operational expenses not otherwise provided for	1,077,228
Sub-Total	<u>\$ 6,199,507</u>

Capital Equipment	\$ -
Capital Improvements	5,650,000
Sub-Total	<u>\$ 5,650,000</u>

**TOTAL AMOUNT APPROPRIATED FROM THE
PUBLIC LIBRARY FUND****\$ 11,849,507****POLICE RESTRICTED FUND**

Supplies/Other Services and Charges	\$ 85,000
Contingency to meet expenses of emergencies and expenses not otherwise provided for	8,500
TOTAL AMOUNT APPROPRIATED FROM POLICE RESTRICTED FUND	<u>\$ 93,500</u>

HOUSING TRUST FUND

Supplies/Other Services and Charges	\$ 585,000
Capital Improvements	-
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	58,500
TOTAL AMOUNT APPROPRIATED FROM THE HOUSING TRUST FUND	<u>\$ 643,500</u>

CAPITAL IMPROVEMENTS FUND

Salaries and Benefits	\$ -
Supplies/Other Services and Charges	3,839
Capital Equipment	2,621,625
Capital Improvements	37,628,738
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	4,025,420
TOTAL AMOUNT APPROPRIATED FROM THE CAPITAL IMPROVEMENTS FUND	<u>\$ 44,279,622</u>

LAUREL/WESTERN REDEVELOPMENT FUND

Supplies/Other Services and Charges	1,946,939
Capital Improvements	\$ 100,000

	<u>Appropriation</u>
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	204,694
TOTAL AMOUNT APPROPRIATED FROM THE LAUREL/WESTERN REDEVELOPMENT FUND	\$ 2,251,633

WATER AND SEWER FUND

General Government

Salaries and Benefits	\$ 301,802
Supplies/Other Services and Charges	4,924,652
Debt retirement	785,178
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	1,067,597
TOTAL GENERAL GOVERNMENT	\$ 7,079,229

Public Works

Salaries and Benefits	\$ 2,758,325
Supplies/Other Services and Charges	1,646,011
Capital Improvements	260,000
TOTAL PUBLIC WORKS ADMINISTRATION	\$ 4,664,336

TOTAL AMOUNT APPROPRIATED FROM THE WATER AND SEWER FUND	\$ 11,743,565
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WATER AND SEWER CAPITAL FUND

Capital Equipment	\$ 674,722
Capital Improvements	3,975,448
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	\$ -
TOTAL AMOUNT APPROPRIATED FROM THE WATER AND SEWER CAPITAL FUND	\$ 4,650,170

DEERPATH GOLF COURSE FUND

Administration

Salaries and Benefits	\$ 612,278
Supplies/Other Services and Charges	344,025
Capital Equipment	55,000
Capital Improvements	210,000
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	238,821
TOTAL ADMINISTRATION	\$ 1,460,124

	<u>Appropriation</u>
<u>Course Maintenance</u>	
Salaries and Benefits	\$ -
Supplies/Other Services and Charges	159,400
TOTAL COURSE MAINTENANCE	<u>\$ 159,400</u>
<u>Clubhouse</u>	
Salaries and Benefits	\$ 297,993
Supplies/Other Services and Charges	709,511
TOTAL CLUBHOUSE	<u>\$ 1,007,504</u>
TOTAL AMOUNT APPROPRIATED FROM THE DEERPATH GOLF COURSE FUND	<u>\$ 2,627,028</u>
<u>FLEET FUND</u>	
Salaries and Benefits	\$ 944,230
Supplies/Other Services and Charges	1,437,734
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	238,196
TOTAL AMOUNT APPROPRIATED FROM THE FLEET FUND	<u>\$ 2,620,160</u>
<u>LIABILITY INSURANCE FUND</u>	
Supplies/Other Services and Charges	\$ 1,998,463
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	199,846
TOTAL AMOUNT APPROPRIATED FROM THE LIABILITY INSURANCE FUND	<u>\$ 2,198,309</u>
<u>HEALTH INSURANCE FUND</u>	
Supplies/Other Services and Charges	\$ 6,696,861
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	669,686
TOTAL AMOUNT APPROPRIATED FROM THE HEALTH INSURANCE FUND	<u>\$ 7,366,547</u>
<u>FIREFIGHTERS' PENSION FUND</u>	
Other Services and Charges	\$ 4,307,365
Contingency to meet expenses for emergencies and expenses not otherwise provided for	430,737
TOTAL AMOUNT APPROPRIATED FROM THE FIREFIGHTERS' PENSION FUND	<u>\$ 4,738,102</u>

POLICE PENSION FUND

Appropriation

Other Services and Charges	\$ 4,624,308
Contingency to meet expenses for emergencies and expenses not otherwise provided for	462,431
TOTAL AMOUNT APPROPRIATED FROM THE POLICE PENSION FUND	\$ 5,086,739

Public Schools THE CITY OF LAKE FOREST

School District No. 67

From the Education Fund	\$ 40,908,122
From the Operations, Building and Maintenance Fund	\$ 3,548,296
From the Capital Projects Fund	\$ 2,676,086
From the Illinois Municipal Retirement/Social Security Fund	\$ 953,520
From the Transportation Fund	\$ 1,811,945
TOTAL AMOUNT APPROPRIATED FOR PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST (School District No. 67)	\$ 49,897,969

Summary of the Amounts Appropriated From the Several Funds

<u>Fund</u>	<u>Appropriation</u>
General	\$ 50,146,215
Flex	10,450
Fiber Installation	165,000
Motor Fuel Tax	1,833,469
Emergency Telephone	657,022
Senior Resources Commission	867,609
Parks and Recreation	12,869,919
Special Recreation	672,463
Cemetery Commission	3,371,908
Public Library	11,849,507
Alcohol Asset Forfeiture	93,500
Affordable Housing	643,500
Capital Improvements	44,279,622
Laurel/Western Redevelopment	2,251,633
Water and Sewer	11,743,565
Water and Sewer Capital Fund	5,115,187
Deerpath Golf Course	2,627,028
Fleet	2,620,160
Liability Insurance	2,198,309

Health Insurance	7,366,547
Firefighters' Pension	4,738,102
Police Pension	5,086,739
Sub-Total	<u>\$ 171,207,454</u>

The City of Lake Forest School District No. 67

Education	\$ 40,908,122
Operations, Building and Maintenance	\$ 3,548,296
Capital Projects	\$ 2,676,086
Illinois Municipal Retirement/Social Security	\$ 953,520
Transportation	\$ 1,811,945
Sub-Total	<u>\$ 49,897,969</u>

GRAND TOTAL	<u>\$ 221,105,423</u>
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Section 2: That any sum of money heretofore appropriated and not expended now in the Treasury of The City of Lake Forest, or that hereafter may come into the Treasury of The City of Lake Forest, is hereby reappropriated by this Ordinance.

Section 3: That the funds derived from sources other than the 2025 tax levy and other revenue pledged for specific purposes may be allotted by the Mayor and City Council to such appropriations and in such amounts respectively, as said Corporate Authorities may determine within the limits of said appropriations, respectively, insofar as doing same does not conflict with the law.

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

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

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

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

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

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

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

PASSED THIS ____ day of _____, 2026

APPROVED THIS ____ day of _____, 2026

ATTEST:

City Clerk

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

**CITY OF LAKE FOREST
FY26 ROLLOVERS**

GL Number	PO#	Vendor	Req Amount	Description
101-1503-467.67-58	112737	WEATHERPROOFING TECHNOLOGIES	8,987.00	ROOF HATCH & SAFETY RAILING
101-1522-467.67-65	112798	DUROWELD METALWORKS LLC	24,500.00	GALVANIZED STEEL TRUCK WASH SYSTEM MS WASH BAY
101-1522-467.67-65	112813	TDS DOOR COMPANY	21,685.00	MS EXTERIOR DOOR
101-3401-435.35-10	112790	MELICHAR ARCHITECTS	18,500.00	PILOT STUDY FOR CENTRAL BUSINESS DISTRICT
101-3401-435.35-10	112809	TESKA ASSOCIATES INC	55,000.00	FINAL PHASE FOR COMP PLAN UPDATE
101-3402-435.35-10	112811	MIDWEST ENVIRONMENTAL CONSULTING	8,000.00	LEAKING UG STORAGE TANK SUPPORT
101-5103-467.67-84		NO VENDOR SELECTED	20,924.82	ROUTE 60/43 IDOT AGREEMENT
		TOTAL GENERAL FUND	157,596.82	
202-3703-478.78-76	112127	CIORBA GROUP INC	68,170.24	PHASE 1 DESIGN ENGINEERING RINGWOOD BRIDGE
202-3703-478.78-81	110631	CIVILTECH ENGINEERING INC	98,619.52	EVERETT ROAD/WAUKEGAN ROAD INTERSECTION
		TOTAL MOTOR FUEL TAX FUND	166,789.76	
205-7552-475.75-18		MOTOROLA	48,056.89	JETSB PORTABLE RADIOS
		TOTAL EMERGENY TELEPHONE FUND	48,056.89	
220-8065-435.35-10	112357	FRIENDS OF LAKE FOREST PARKS & REC	8,500.00	REC PORTION OF ANNUAL AUDIT
220-8065-484.84-05		NO VENDOR SELECTED	45,000.00	REPLACEMENT SAILING BOAT DAMAGED IN STORM
		TOTAL PARKS AND RECREATION FUND	53,500.00	
230-6407-476.76-15		BERGLUND CONSTRUCTION	50,000.00	CEMETERY ARCH TUCKPOINTING
		TOTAL CEMETERY FUND	50,000.00	
311-1303-466.66-12	112712	MODERN MEDIA TECH LLC	28,325.00	VERKADA ACCESS CONTROL SYSTEM FOR MS
311-1303-466.66-13	112520	MODERN MEDIA TECH LLC	5,815.62	BEACH/BOARDWALK/SAILING SECURITY CAMERAS
311-1303-466.66-13	112537	ROUTEWARE INC	6,750.00	SMARTCITY PROFESSIONAL SERVICES FOR SOFTWARE
311-1303-466.66-13	112631	DELL MARKETING L.P	7,332.00	ADDITIONAL SHAREPOINT STORAGE
311-1503-479.79-26	112067	CORDOGAN CLARK & ASSOC, INC	95,563.60	NEW POLICE DESIGN SERVICE 1925 FIELD CT
311-1503-479.79-26	112068	CORDOGAN CLARK & ASSOC, INC	50,000.00	NEW POLICE DESIGN SERVICE 1925 FIELD CT CONT
311-1503-479.79-26	112571	CORDOGAN CLARK & ASSOC, INC	1,000,000.00	NEW POLICE STATION – CONSTRUCTION & CM SERVICES
311-1503-479.79-26	112571	CORDOGAN CLARK & ASSOC, INC	530,851.00	NEW POLICE STATION – CONSTRUCTION & CM SERVICES
311-1503-479.79-26	112571	CORDOGAN CLARK & ASSOC, INC	13,340,740.07	NEW POLICE STATION – CONSTRUCTION & CM SERVICES
311-1503-479.79-26	112579	BRADFORD SYSTEMS CORPORATION	220,257.68	NEW POLICE STATION - LOCKERS, SHELVEING, LAB EQUIP.
311-1503-479.79-26	112581	NORTH SHORE GAS	8,590.00	NEW POLICE STATION - BUILDING GAS MAIN INSTALL
311-3703-467.67-11	112010	STRAND ASSOCIATES, INC	15,723.12	WESTLEIGH ROAD RESURFACING PHASE I
311-3703-467.67-12	112377	ILLINOIS DEPT OF TRANSPORTATION	49,227.40	CHEROKEE SAFE ROUTES TO SCHOOL
311-3703-467.67-26	110939	HEY & ASSOCIATES, INC.	50,323.75	SEMINARY RAVINE PROJECT IMPROVEMENTS DESIGN
311-3703-467.67-26	111899	HEY & ASSOCIATES, INC.	5,595.00	WALDEN RAVINE DESIGN
311-3703-467.67-26	111899	HEY & ASSOCIATES, INC.	54,405.00	WALDEN RAVINE DESIGN
311-3703-478.78-22	112397	D'LAND CONSTRUCTION, LLC	233,365.94	BANK LANE STREETScape
311-3703-478.78-76	112620	WISS JANNEY ELSTNER ASSOC	-5,035.00	MCLENNON-REED BRIDGE - ENGINEERING - ADVANCE
311-3703-478.78-76	112734	GSG CONSULTANTS, INC	54,933.50	WALDEN LANE EAST BRIDGE - DESIGN
311-3703-478.78-76	112734	GSG CONSULTANTS, INC	4,090.00	WALDEN LANE EAST BRIDGE - DESIGN
311-3703-478.78-80	112657	GEWALT HAMILTON ASSOCIATES, INC.	283,753.30	WAUKEGAN AND WESTLEIGH INTERSECTION
311-3703-478.78-80	112658	GEWALT HAMILTON ASSOCIATES, INC.	19,125.00	WAUKEGAN AND WESTLEIGH INTERSECTION - CONT
311-3703-478.78-80	112685	ILLINOIS DEPT OF TRANSPORTATION	48,479.00	WAUKEGAN AND WESTLEIGH INTERSECTION CONT
311-3703-478.78-80	112686	D'LAND CONSTRUCTION, LLC	48,479.00	WAUKEGAN AND WESTLEIGH INTERSECTION CONT
311-3703-478.78-81	110307	CIVILTECH ENGINEERING INC	39,168.05	EVERETT/WAUKEGAN ROAD INTERSECTION IMPROVE
311-3703-478.78-81	111107	METRA	77,843.36	METRA CROSSING/EVERETT & OLD MILL
311-3703-478.78-92	112009	CIVILTECH ENGINEERING INC	146,017.17	LAKE WOODBINE BRIDGE PHASE III ENGINEERING
311-3703-478.78-92	112013	CIVILTECH ENGINEERING INC	17,128.00	LAKE WOODBINE BRIDGE PHASE III ENGINEERING - CONT
311-3703-478.78-92	112661	ILLINOIS DEPT OF TRANSPORTATION	511,083.81	LAKE WOODBRIDGE BRIDGE PROJECT
311-3703-478.78-94	112374	ILLINOIS DEPT OF TRANSPORTATION	220,929.06	DEERPATH STREETScape
311-3703-478.78-94	112375	ILLINOIS DEPT OF TRANSPORTATION	150,000.00	DEERPATH STREETScape
311-3703-478.78-94	112376	D'LAND CONSTRUCTION, LLC	150,000.00	DEERPATH STREETScape
311-5003-475.75-02		KASER FORD	-35,375.00	REPLACEMENT PD CSO VEHICLE - FY27 BUDGET
311-5003-475.75-02	112794	CURRIE MOTORS	62,000.00	2026 TRANSIT-350 HIGH ROOF CARGO VAN FIRE DEPART
311-5003-475.75-02	112795	RED LINE WORKS, LLC	35,000.00	OUTFITTING FOR FD CARGO VAN
311-5003-475.75-02	112803	HENDERSON PRODUCTS, INC	65,000.00	HOOK LIFT
311-5003-475.75-02	112805	SUTTON FORD INC	70,000.00	REPLACEMENT MEDIUM-DUTY UTILITY TRUCK (CHASSIS)
311-5103-467.67-23	112127	CIORBA GROUP INC	69,853.79	PHASE 1 DESIGN ENGNG RINGWOOD BRIDGE
311-5103-467.67-23	112129	CIORBA GROUP INC	11,874.00	PHASE 1 DESIGN ENG RINGWOOD BRIDGE (CONT)
311-5103-467.67-23	112133	CIORBA GROUP INC	12,470.00	PHASE 1 DESIGN ENG RINGWOOD BRIDGE PROJECT

GL Number	PO#	Vendor	Req Amount	Description
311-5703-476.76-04	112547	EFRAIM CARLSON & SON INC	374,801.43	WAVELAND PARK PAVILION PROJECT
311-5703-476.76-04	112548	EFRAIM CARLSON & SON INC	65,000.00	WAVELAND PARK PAVILION PROJECT (CONTINGENCY)
311-7503-475.75-42	112511	WIGHT & COMPANY	385,799.05	CONCEPTUAL DESIGN SERVICES - FS1
311-7503-475.75-42	112512	WIGHT & COMPANY	31,000.00	CONCEPTUAL DESIGN SERVICES - CONTINGENCY
311-8003-476.76-09	112662	ABLAZE DESIGN GROUP	9,250.00	CROYA KITCHEN DESIGN PROJECT - 1ST HALF
311-8003-476.76-09		NO VENDOR SELECTED	6,500.00	CROYA KITCHEN PROJECT
		TOTAL CAPITAL IMPROVEMENTS FUND	18,632,032.70	
508-3703-477.77-07	110732	CIVILTECH ENGINEERING INC	18,695.15	EVERETT ROAD/WAUKEGAN ROAD INTERSECTION
508-6003-466.66-12	112115	STRAND ASSOCIATES, INC	71,753.21	CONST ENG SVS WATER METER REPLACEMENT PROJ
508-6003-466.66-12	112206	UNITED METERS, INC	290,000.00	WATER METER REPLACEMENT PROJECT
508-6003-475.75-02	112558	LINDCO EQUIPMENT SALES, INC.	84,722.00	HOOK LIFT AND CRANE
		TOTAL WATER CAPITAL FUND	465,170.36	
601-5901-460.60-20	112751	SNAP-ON INDUSTRIAL	22,491.34	NEW LIFT
		TOTAL FLEET FUND	22,491.34	
		TOTAL ROLLOVERS	19,595,637.87	
		ROLLOVERS FOR POLICE STATION	15,246,002.35	
		REMAINING ROLLOVERS	4,349,635.52	

**CITY OF LAKE FOREST, ILLINOIS
APPROPRIATIONS ORDINANCE
FISCAL YEAR 2027 (May 1, 2026 – April 30, 2027)**

EXHIBIT A

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

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Officer	\$85,831	\$92,898	\$99,964	\$107,031	\$114,098	\$121,164	\$128,231
Police Sergeant	\$141,293	\$143,291	\$145,289	\$147,288	\$149,286	\$151,284	\$153,282
Police Commander	Salary Range \$158,783 - \$171,145						
Deputy Police Chief	Salary Range \$173,032 - \$188,072						
Police Chief	Base Salary \$211,470						

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

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Firefighter	\$74,883	\$81,049	\$83,190	\$90,818			
Firefighter Paramedic	\$81,316	\$86,042	\$91,427	\$98,118	\$103,229	\$109,701	\$117,600
Fire Lieut. Paramedic	\$121,213	\$125,579	\$127,519	\$129,462	\$131,406	\$133,345	\$135,286
Fire Battalion Chief	Salary Range \$148,101 - \$165,921						
Fire Division Chief	Salary Range \$149,553 - \$161,196						
Deputy Fire Chief	Salary Range \$173,032 - \$188,072						
Fire Chief	Base Salary \$201,571						

THE CITY OF LAKE FOREST
Appropriation Ordinance Worksheet

	Budget Expenditures FY2027	Debt Payments	Rollovers	Library	Subtotal	Contingency	Approp Ord
101 General Fund	45,429,871		157,597		45,587,468	4,558,747	50,146,215
120 Flex	9,500				9,500	950	10,450
125 Fiber Installation	150,000				150,000	15,000	165,000
Special Revenue Funds							
202 MFT	1,500,000		166,790		1,666,790	166,679	1,833,469
205 Emergency Telephone	549,236		48,057		597,293	59,729	657,022
210 Senior Resources	788,735				788,735	78,874	867,609
220 Parks and Recreation	11,646,426		53,500		11,699,926	1,169,993	12,869,919
224 Special Recreation	611,330				611,330	61,133	672,463
230 Cemetery	3,015,371		50,000		3,065,371	306,537	3,371,908
245 Foreign Fire Insurance	262,584				n/a		0
247 Police Restricted Funds	85,000				85,000	8,500	93,500
248 Housing Trust	585,000				585,000	58,500	643,500
Capital Project Funds							
311 Capital Improvement	21,622,169		18,632,033		40,254,202	4,025,420	44,279,622
322 Laurel/Western Redevelopment TIF	2,046,939				2,046,939	204,694	2,251,633
Debt Service Funds							
428 2009 G.O. Bonds - Western Avenue	257,050	(257,050)			0		0
429 2010 G.O. Bonds	571,413	(571,413)			0		0
432 2013 Refunding 2010A	720,300	(720,300)			0		0
433 2015 G.O. Bonds	634,050	(634,050)			0		0
434 2023 G.O. Bonds	1,272,250	(1,272,250)			0		0
435 2026 G.O. Bonds	1,533,628	(1,533,628)			0		0
Enterprise Funds							
501 Water & Sewer	10,675,968				10,675,968	1,067,597	11,743,565
508 Water and Sewer Capital	4,185,000		465,170		4,650,170	465,017	5,115,187
510 Deerpath Golf Course	2,388,207				2,388,207	238,821	2,627,028
Internal Service Funds							
601 Fleet	2,359,473		22,491		2,381,964	238,196	2,620,160
605 Liability Insurance	1,998,463				1,998,463	199,846	2,198,309
610 Health Insurance	6,696,861				6,696,861	669,686	7,366,547
Pension/Trust Funds							
701 Fire Pension	4,307,365				4,307,365	430,737	4,738,102
702 Police Pension	4,624,308				4,624,308	462,431	5,086,739
I All Funds	130,526,497	(4,988,691)	19,595,638	0	144,870,860	14,487,086	159,357,946
Library				10,772,279	10,772,279	1,077,228	11,849,507
					<i>Rounding Adj</i>		1
					10,772,279	155,643,139	171,207,454
SD 67							49,897,969
Appropriation Ordinance Total							221,105,423

The City of Lake Forest
CITY COUNCIL MEETING
Proceedings of Monday, June 15, 2026 6:30 pm
City Council Meeting – City Council Chambers
220 E Deerpath, Lake Forest, IL 60045

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

Present: Mayor Tack, Alderman Novit, Alderman Clemens, Alderman Powers, Alderman Kehr, Alderman Bothfeld, Alderman Walther, and Alderman Culbertson.

Absent: Alderman LeVert.

PLEDGE OF ALLEGIANCE was recited by all those present.

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

A. Resolution of Appreciation for Retiring Media Specialist, William A. Schelhas

Mayor Tack read the resolution, and photos were taken.

Mayor Tack asked for a motion.

COUNCIL ACTION: Approval of the Resolution of Appreciation

Alderman Walther made a motion to approve the Resolution of Appreciation, seconded by Alderman Powers. The motion passed unanimously by voice vote.

Mayor Tack recapped Independence Day Weekend events, with Bites on Bank Food Festival on Thursday, July 2, Festival and Fireworks on Saturday, July 4, and an Ice Cream Social on Sunday, July 5. For further details visit cityoflakeforest.com/America250.

2. COMMENTS BY CITY MANAGER

**A. Community Spotlight
“Spirit of CROYA” Margo Martino Essay Contest Winner**

- Todd Nahigian, CROYA Manager

Mr. Todd Nahigian, CROYA Manager, shared CROYA’s recent goals and successes and showed pictures from the youth programs. He announced the recipient of the Margo Martino Essay Contest, Kendall McCleary from Woodlands Academy. Catherine Lawniczak, High School Youth Worker, read the winning essay.

**B. Annual Strategic Plan Update
- Presented by City Staff**

City Manager, Jason Wicha, stated the Strategic Plan is one way Lake Forest demonstrates long-term planning and resource allocation across the City. Mark Krygeris, Staff Accountant, shared initiatives that generated savings, showing Fiscal Stewardship at the core. Matt Brugioni, Public Works Superintendent, shared completed and upcoming work under the Infrastructure and City Facilities. Conrad Christensen, Police Commander, shared several safety initiatives and discussed the new Police Headquarters at 1925 Field Court opening in late 2026. Christopher Roberts, Deputy Fire Chief, reported on a New Fire Facility coming under Public Safety. Haley Bhardwaj, Parks & Recreation Program Supervisor, reported on many positive outcomes under Recreation and Community Well-being. Louis Prado, Assistant Planner, noted that all priorities of the Strategic Plan are intrinsically linked as he reported on the Community’s Visual Character and Development.

Susan Thomas, Assistant Director of Community Development, shared highlights of the Community's Business and Economic Vitality. Jack Frede, Communications Coordinator, reported on Community Engagement initiatives.

Jason Wicha, City Manager, stated the City website, www.cityoflakeforest.com has an in-depth report of the City's Strategic Plan.

The City Council had a discussion on the success of the Plan, and their appreciation to all the City Staff who worked to achieve this outcome.

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

4. COMMITTEE REPORTS

FINANCE COMMITTEE

1. Consideration of the Annual Appropriation Ordinance for FY 2027 and Approval of Rollovers (*First Reading*)

- Presented by Kati Skibbe, Finance Director

Katie Skibbe, Finance Director, asked for the first reading of the appropriation ordinance and reported that while the annual municipal budget represents the City's financial plan for expenditures over the fiscal year, the annual Appropriation Ordinance is the formal legal mechanism by which the City Council authorizes the actual expenditures of funds budgeted in the annual budget. It appropriates specific sums of money by object and purpose of expenditures. She noted that rollovers will be included in the ordinance for its final reading and that the ordinance must be filed by the end of July. There will be a Public Hearing on July 20 at the City Council meeting.

City Council had a discussion on how the monies collected in 2026 come from the 2025 tax levy and applied to the 2027 fiscal year. They had further discussion about the Fiber Installation Fund and the Charter School District 67 Fund.

Mayor Tack asked if there was anyone from the public who would like to comment. Seeing none, he asked for a motion.

COUNCIL ACTION: Approve first reading of the FY2027 Appropriation Ordinance. A copy of the ordinance is available for review by the public in the City Clerk's office. A public hearing will be conducted on July 20, 2026 in conjunction with second reading of the ordinance.

Alderman Walther made a motion to approve the first reading of the FY2027 Appropriation Ordinance. A copy of the ordinance is available for review by the public in the City Clerk's office. A public hearing will be conducted on July 20, 2026, in conjunction with the second reading of the ordinance, seconded by Alderman Powers. The following voted "Aye": Alderman Novit, Clemens, Powers, Kehr, Bothfeld, Walther, and Culbertson. The following voted "Nay": none. 7-Ayes, 0-Nays, motion carried.

ENVIRONMENTAL SUSTAINABILITY COMMITTEE

1. Committee Quarterly Report

- Chairman Nick Bothfeld

Alderman Nick Bothfeld, ESC Chairman, reported the Council approved the purchase and installation of eight bottle fill stations at park locations across the city— including Elawa Farm, Everett Park, Waveland Park, Kinderhaven, South Park, and Northcroft Park—to replace standard drinking fountains. He noted the stations reduce single-use plastic consumption, include dog bowl attachments, and include traditional drinking fountains at two heights. Mr Bothfeld noted the Committee considered the installation and purchase of bike repair stations along the bike paths. These stations will include tools and tire pumps. Future priorities for the

Committee will be focused on supporting updates to the City's lighting ordinance and reviewing and updating the City's sustainability plan.

City Council had a discussion on the Skokie Bike Path and the mechanics of the tools within the bike repair station.

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION
--

- 1. Approval of Monday, June 1, 2026, City Council Meeting Minutes.**
- 2. Approval of Resolutions Required for Bank Purposes to Amend Authorized Signers on City bank accounts.**
- 3. Approval of a Two-Year Contract Extension with Lake Forest Bank and Trust for Banking Services to June 30, 2028.**
- 4. Approval of a One-Year Contract Extension with OpenGov for transparency and open data software in the amount of \$26,134.**
- 5. Approval of a Purchase of Two Replacement Police Department Vehicles to Kayser Ford in the Amount of \$94,000**
- 6. Approval of a Purchase of a Replacement Front-Load Sanitation Section Truck to TransChicago Truck Group (Chassis) in the Amount of \$240,000 and Macqueen Group (Body) in the Amount of \$286,594 for a Grand Total Cost of \$526,594 and the trade-in of the current 2016 Autocar front-load for \$50,000 to Macqueen Group.**
- 7. Approval of a Purchase for a Streets Section Arrow Board Replacement in the Amount of \$49,000 to Street Smart Rentals, LLC**
- 8. Approval of a Purchase of a Replacement City Fuel Management System to Stenstrom Petroleum Services in the Amount of \$58,600.**
- 9. Consideration of Ordinances Approving Recommendations from the Building Review Board for 1241 Kajer Lane, 1135 Windhaven Court, 320 Majestic Oak Court, and 255 W. Deerpath. (First Reading and if Desired by the City Council, Final Approval)**
- 10. Consideration of Ordinances Approving Recommendations from the Zoning Board of Appeals for 437 N. Green Bay Road, 200 N. Ridge Road and 301 Chiltern Drive. (First Reading, and if Desired by the City Council, Final Approval)**
- 11. Consideration of Ordinances Approving Recommendations from the Historic Preservation Commission in Support of Building Scale Variances for 437 N. Green Bay Road and 161 N. Sheridan Road. (First Reading and if Desired by the City Council, Final Approval)**

Mayor Tack asked if anyone would like an item removed or taken separately. Seeing none, he asked for a motion.

CITY COUNCIL ACTION: Approve the eleven (11) omnibus items as presented.

Alderman Kehr made a motion to approve the eleven (11) omnibus items as presented, seconded by Alderman Powers. The following voted "Aye": Aldermen Novit, Clemens, Powers, Kehr, Bothfeld, Walther, and Culbertson. The following voted "Nay": none. 7-Ayes, 0-Nays, motion carried.

6. OLD BUSINESS

7. NEW BUSINESS

8. ADDITIONAL ITEMS FOR COUNCIL DISCUSSION/COMMENTS BY COUNCIL MEMBERS

Mayor Tack noted that there will be no further business following the Executive Session.

He asked for a motion to adjourn into EXECUTIVE SESSION pursuant to 5 ILCS 120/2 (c) (11), The City Council will be discussing Pending Litigation.

1. EXECUTIVE SESSION

Alderman Walther made a motion to adjourn into EXECUTIVE SESSION pursuant to 5 ILCS 120/2 (c) (11), The City Council will be discussing Pending Litigation, seconded by Alderman Clemens. The following voted "Aye": Aldermen Novit, Clemens, Powers, Kehr, Bothfeld, Walther, and Culbertson. The following voted "Nay": none. 7-Ayes, 0-Nays, motion carried.

Adjournment into Executive Session 7:31 p.m.

Reconvene into Open Session 8:02 p.m.

9. ADJOURNMENT

There being no further business, Mayor Tack asked for a motion to adjourn. Alderman Kehr made a motion to adjourn, seconded by Alderman Powers. Motion carried unanimously by voice vote at 8:03 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.

June 16, 2026

Mayor Tack

The City of Lake Forest

220 E. Deerpath

Lake Forest, IL 60045

Dear Mayor Tack,

St. Patrick's Catholic Church is asking for the City Council's consideration of a waiver for the requirements of the fidelity bond, with regards to our raffle/bingo license application. Per the state of Illinois gaming regulations we can only sell bingo cards for \$1 each. We do not know what the bingo prize will be until we determine how many bingo cards we sell at the church event. The maximum amount a player can win would be \$50. The remainder of funds will be placed in the church's account for future community events, or for any needs of the church.

Thank you in advance, for your consideration.

Sincerely,
Gabriella Patano

**BOARD OF DIRECTORS
2026-2027**

President
Kathrin Martens-Salgat

VP – Grants
Noel Dolan

VP – Donor Relations
Brenda Murray

VP – Communications
Jing Lindsey

VP – Fundraising
Elizabeth De Wet

VP – Special Events
Whitney McCoy

Treasurer
Cathy Ramsay

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Directors
Greg Adamo
Kristen Adamo
Jennifer Akemann
Sarah Bass
Stephanie Bell
Sara Bowen
Eryn Clemens
Jessica Coarcoran
Amanda Davis
Aisha Dawood
Whitney Derrig
Danijela Dobric
Christie Everett
Sarah Femal
Amy Fields
Sara Fowler
Hady Gendusa
Gillian Goodfriend
Colleen Gustafson
Chelsey Hayes
Katherine Hensley
Sarah Hollinger
Kaylan Kane
Nilo Kearney
Katie Keating
Karolina Kowal-Czerski
Patricia Kreastoulas
Carly Kruse
Jeanne Lindquist
Andrea Lockhart
Erica Lumppp
Megan McAlister
Megan McCampbell
Perry Minter
Lyndsay Murphree
Courtney Payne
Lana Raines
Anna Robinson
Kristin Rupp
Emily Ryan
Jen Sangster
Jennifer Sarhaddhi
Ellie Schwabb
Elizabeth Schwartz
Alison Simoneau
Brenna Steinway
Aleksandra Strzelecki
Gabby Timpone
Melissa Thoman
Liz Weithas
Erin Wilson
Margaret White
Colleen Wiedmann
Nichelle Wieland

Administrative Director
Ruth Muscarello

President Emeritus
Gail Bisher



July 1, 2026

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

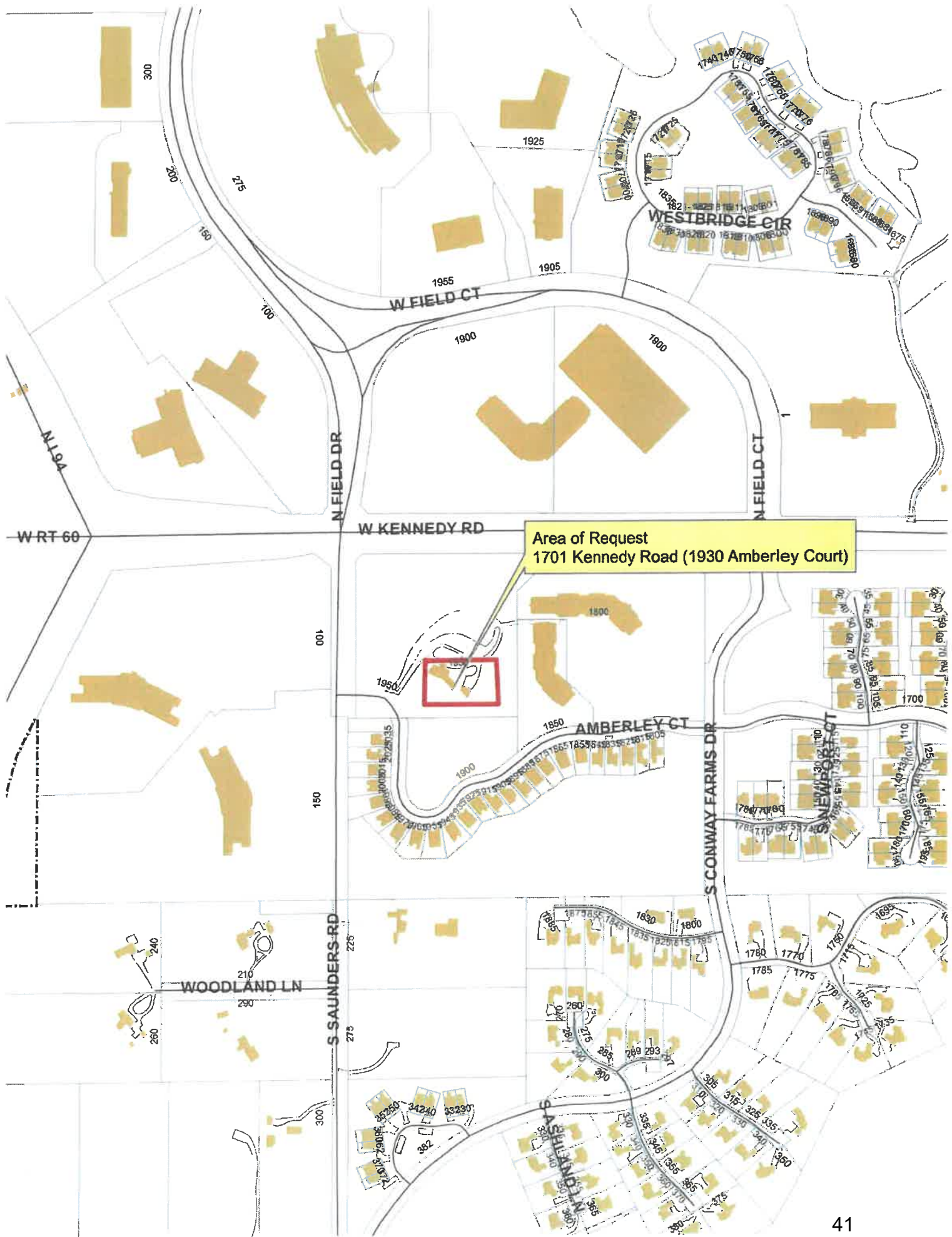
Dear Mayor Tack,

The Spirit of 67 Foundation is asking for the City Council's consideration of a waiver for the requirements of the fidelity bond, with regards to our "Opening Doors for Education" Home & Garden Tour license application.

At this writing, we believe our raffle will include 4 indoor or outdoor "tablescapes", which include everything needed to set a beautiful table (china, linens, flatware, glassware, etc.). We are also exploring additional raffle items, but we do not have confirmation of procuring these items to date. The four (4) tablescape raffle items most likely have an estimated value of \$4,000 combined. We anticipate selling between 250-500 raffle tickets.

Thank you in advance for your consideration,

Ruth Muscarello
Administrative Director
Spirit of 67 Foundation



THE CITY OF LAKE FOREST

ORDINANCE NO. 2026-_____

**An Ordinance Amending Chapter 155, Section 13, "Historic Preservation – Designation of Landmarks and Properties", of the City Code of Lake Forest to Rescind Local Landmark Designation for Structures Addressed as 1930 Amberley Court, in the Amberley Woods Development
(formerly addressed as 1710 Kennedy Road)**

WHEREAS, The City of Lake Forest is recognized as a community of distinctive character and is one of the oldest planned communities in the United States; and

WHEREAS, The City of Lake Forest has a long tradition of valuing and protecting its historic character and first initiated legislation to preserve its historic visual character over 50 years ago by establishing the Building Review Board; and

WHEREAS, in 1998, The City of Lake Forest adopted Chapter 155, "Historic Preservation" which established criteria and processes for establishing Historic Districts and designating Local Landmarks, as well as for rescission of Local Landmark status and amendment of historic districts; and

WHEREAS, pursuant to Section 155.04(E) of the City Code, the City Council designated the structures at 1930 Amberley Court as a Local Landmark on April 20, 2006; and

WHEREAS, since said designation, build out of the 40-acre Amberley Court Planned Development has proceeded adjacent to the designated structures significantly altering the original heavily wooded character within which the structures were sited; and

WHEREAS, the structures have deteriorated significantly since the designation as a Local Landmark and have become an eyesore, public safety concern, and an attractive nuisance; and

WHEREAS, despite 20 years of ongoing efforts to identify an appropriate adaptive reuse of the structures providing a reason to invest in ongoing maintenance and upgrades, the structures instead have been an impediment to development of the eight and a half acre parcel which is the last phase of Amberley Woods development; and

WHEREAS, the property owner, Pendulum Bluestone Lake Forest, LLC, submitted an application in accordance with Section 155.12 of the City of Lake Forest Code requesting rescission of the Local Landmark designation ("the **Rescission Application**"; and

WHEREAS, the City's Historic Preservation Commission conducted a hearing on the Rescission Application on May 27, 2026 and after hearing a presentation, public testimony in support of the request, and after deliberation, the Commission determined that the structures no longer meet the criteria for Local Landmark designation and voted to recommend approval of the rescission of Local Landmark designation to the City Council; and

WHEREAS, the City Council has considered the recommendation of the Historic Preservation Commission, as well as the criteria for rescission of Local Landmark designation set forth in Section 155.12 of the City Code; and

WHEREAS, based on the evidence presented, the structures as they exist today, in the context of the current surroundings, no longer exemplify qualities or a character that is distinguished, innovative, rare, or unique.

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

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

SECTION TWO: Amendment to Chapter 155.12. Section 12 of Chapter 51 entitled "Historic Preservation" is hereby amended to reflect the rescission of Local Landmark designation for structures today addressed as 1930 Amberley Court and shall hereafter be and read as follows.

~~4-20-2006—1701 Kennedy Road, Baggett House, "Blithfield," built in 1929 and designed by architects Oldefest and Willimans, is found to meet the criteria for designation in this chapter and is hereby designated as a landmark under the provisions of this chapter.~~

SECTION THREE: 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.

PASSED THIS __ DAY OF _____, 2026.

AYES: ()

NAYS: ()
ABSENT: ()
ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2026.

Mayor

ATTEST:

City Clerk



STAFF REPORT AND RECOMMENDATION

TO:	Honorable Mayor Tack and members of the Council
DATE:	May 27, 2026
FROM:	Chairman Norkus and Members of the Historic Preservation Commission
SUBJECT:	1930 Amberley Court (also addressed as 1710 Kennedy Road) Rescission of Local Landmark Designation

Property Owner

Pendulum Bluestone Lake
Forest, LLC
Jason P.C. Smith 35%
Richard Claes 20%
Matthew A. Thornton 40%
Michael J. MacKinnon 5%

Property Location

South of Route 60, between
Saunders Road and Conway Farms
Drive

Historic District

None
Local Landmark Designation

Project Representatives

Michael Firsel, attorney
Jason Smith, owner

Historic Preservation Commission's Recommendation

On May 27, 2026, the Historic Preservation Commission held a public hearing to consider a request for rescission of Local Landmark designation for two structures located in the Amberley Woods Development. Based on the findings detailed in the Ordinance included in the Council packet, the Commission voted unanimously to recommend approval of the rescission of the Local Landmark designation. Rescission of a Local Landmark designation requires adoption of an Ordinance by the City Council to amend the Historic Preservation chapter of the Code to remove the designation.

Immediately following the Commission's consideration of the rescission request, the Commission also voted unanimously in support of the issuance of a Certificate of Appropriateness approving demolition of both structures. No Council action is required on the demolition request.

No replacement structures or improvements on the site are proposed at this time. After demolition, the site will need to be level graded and restored with seed and blanket. In the future, any development proposed for the site will require review through the appropriate City processes.

Description of the Property and Surrounding Area

The structures proposed for demolition, a residence and the associated coach house, are located on an eight and a half acre portion of land that is part of the nearly 40 acre Amberley Woods Planned Development. This development is located at the entrance to the City of Lake Forest, on the south side of Route 60, east of the Tollway. The 40-acre development was approved by the City in 2006 after lengthy public hearings and negotiations on the project.

The development as originally approved included a mix of uses:

- Two multi-family residential buildings in the northeast quadrant of the property, on the southeast corner of Route 60 and Conway Farms Drive. These buildings are constructed and occupied.

- Twenty-four single family homes extending in an east/west direction through the middle of the Amberley Woods development, along the south and west sides of a private street that was constructed as part of the development, Amberley Court. The homes are constructed and occupied.
- Preserved woodlands in the center of the parcel, north and east of Amberley Court.
- Preserved wetlands across the entire south portion of the property, behind the single family homes.
- Two office buildings at the northwest corner of the 40-acre parcel, at the corner of Route 60 and Saunders Road anchoring the eight and a half acre portion of the site. The office buildings were never constructed. This area remains undeveloped except for the residence and coach house which predate annexation of the 40 acre parcel to the City and the Amberley Woods development approvals.
- Adaptive reuse of the residence that is the subject of this request for any one of a variety of uses including a restaurant, bank, offices, event venue, and a childcare facility.

There are two office buildings located to the west of Saunders Road, adjacent to the Tollway ramp. These buildings are not part of the Amberley Woods development but are part of the overall context of the area.

Staff Evaluation

Rescission of Designation

The residence on the property addressed as 1930 Amberley Court and previously addressed as 1701 Kennedy Road was approved as a Local Landmark by the City Council on April 20, 2006. Prior to the designation, the structure was occupied as a single family residence from 1933 until the early 2000's. Construction of the residence began in 1928; the original owners never lived in the house perhaps due to the Depression. The structure, at the time of nomination for Local Landmark designation, was found to meet one of the ten criteria that must be used in considering nominations for Local Landmarks. The property historically was known as Blythefield (Blithefield) and more commonly known at that time as the Miller Residence.

The City of Lake Forest Code provides a process for requesting an amendment to or rescission of Local Landmark designation. A request for rescission of designation must be considered by the Historic Preservation Commission at a public hearing. The Commission is charged with considering whether the Local Landmark no longer meets the criteria for designation. The criteria for designation are listed below.

The Commission's recommendation on a request for rescission must be forwarded to the City Council for final action.

Criteria for Designation as a Local Landmark. (from the City Code)

- A. Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness or overall quality of design, detail, materials or craftsmanship;
- B. Its identification as the work of an architect, designer, engineer or builder whose individual work is significant in the historic or development city, the state, the Midwest region or the United States;
- C. Its exemplification of important planning and urban design techniques distinguished by innovation, rarity, uniqueness or overall quality of design or detail;
- D. Its representation of an historic, cultural, architectural, archaeological or related theme expressed through distinctive areas, properties, structures, sites or objects that may or may not be contiguous;
- E. Its unique location or distinctive physical appearance or presence representing an established and familiar visual feature of a neighborhood, community of the City;

- F. Its exemplification of a pattern of neighborhood development or settlement significant to the cultural history or traditions of the City, whose components may lack individual distinction;
- G. Its identification with a person or persons who significantly contributed to the historic, cultural, architectural, archaeological or related aspect of the development of the City, State, Midwest region or the United States;
- H. Its association with important cultural or social aspects or events in the history of the City, the State, the Midwest region of the United States;
- I. Its location as a site of important archaeological or natural significance; and
- J. Its location as a site of a significant historic or prehistoric event or activity which may or may not have taken place within or involved the use of any existing improvements on the property.

The City Code states that the Commission must limit its consideration to the above criteria one or more of which, if met, can be justification for recommending a property for designation as a Local Landmark.

As noted above in the case of a rescission request, the Commission is charged with considering whether the Local Landmark no longer meets the criteria for designation.

It is important to note that the original nomination form that was submitted in support of Local Designation identified *only criteria A* from the list above as justification for designation. The City's approval was based on criteria A consistent with the nomination.

- A. Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness or overall quality of design, detail, materials or craftsmanship;

Although the structures still exemplify the Tudor Revival style, much has been lost over time due to deterioration, exposure to the elements, lack of ongoing maintenance, and the inability to find an adaptive reuse for the structures to support ongoing investment. The detail and craftsmanship originally exhibited by the structures is no longer of a quality that supports the original historic integrity of the structures.

In this case, the historic integrity of the structures began to be lost as development occurred around them to the east, south, and west. The surrounding development lacked distinct architectural styles, quality materials, attention to detail and the craftsmanship reflected in the residence and coach house. The context around the structures which were originally sited alone, on a wooded almost 40 acre site, today diminishes the historic setting and integrity that once existed. The original approach to the residence was by way of a winding narrow drive from Route 60, through the woods. Today, the house is only accessible from the rear and west side, diminishing the intended first impression of a grand manor with a distinct Porte Cochere.

The structures as they exist today, in the context of the surroundings, no longer exemplify qualities or a character that is distinguished, innovative, rare, or unique.

Public Comment

Public notice of this petition was provided in accordance with City requirements and practices. Notice of the request for rescission of Local Landmark designation was published in a local newspaper as required by the Code. Notice of both requests was mailed by the Community Development Department to

surrounding property owners and residents and the agenda for this meeting was posted at various public locations and on the City's website.

Public testimony was presented at the public hearing in support of the rescission of Local Landmark status and in support of demolition of the structures and restoration of the site.

Demolition Approval

As noted above, the Historic Preservation Commission voted unanimously to grant a Certificate of Appropriateness approving the demolition of the residence and coach house. No Council action is required on this aspect of the request. For the Council's information, the demolition as approved by the Commission included the following conditions.

1. Demolition of the structures and removal of all of the hardscape from the site must commence within 90 days of final approval and once started, demolition and restoration of the site including removal of all materials and debris, must be completed within 120 days.
2. Prior to the start of demolition activity, all required permits must be obtained, an asbestos assessment and any required remediation must be completed, and all outstanding fees paid in full including refundable bonds tied to completion of the work within the specified time frame.
3. Until and during construction, the site shall remain secured with chain link fencing and No Trespassing signs shall be posted.
4. All appropriate measures shall be taken to minimize dust resulting from demolition work. Measures shall also be taken to protect trees in the vicinity of the demolition work and to control run off from the work site. Any protective measures directed by the City Engineer or City Arborist shall be strictly enforced.
5. All construction traffic shall enter from Saunders Road. Temporary measures shall be taken, subject to approval by the City of Lake Forest, to close off Amberley Court to through traffic to avoid conflicts with construction vehicles.
6. Restoration of the site shall include, but not be limited to, filling all excavated areas with clean fill and compacting the fill areas, grading the site level with the existing surrounding grade, and covering all exposed dirt with seed and blanket.

**INTERGOVERNMENTAL AGREEMENT
FOR FACILITY USE AND SHARED SERVICES
(Lake Forest School District No. 67)**

THIS INTERGOVERNMENTAL AGREEMENT (“*Agreement*”) is entered into as of the date listed below (the “*Effective Date*”) by and between **THE CITY OF LAKE FOREST**, an Illinois home rule and special charter municipal corporation (the “*City*”), and **LAKE FOREST SCHOOL DISTRICT NO. 67, LAKE COUNTY, ILLINOIS**, an Illinois body politic and corporate (“*District 67*”). District 67 and the City may be referred to individually as “*Party*” or jointly as “*Parties*” throughout this Agreement.

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois provides that units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function of government in any matter not prohibited by law or ordinance; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, authorizes units of local government to contract with other local governments to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges or authority which any of the public agencies entering into the contracts is authorized by law to perform; and

WHEREAS, the City is the owner of certain buildings, grounds, and facilities (the “*City Facilities*”), which are listed and described in **Exhibit A**, attached hereto and by this reference incorporated into the Agreement; and

WHEREAS, District 67 is the owner of certain buildings, grounds, and facilities (the “*District Facilities*”), that are located entirely within the City’s corporate limits and are listed and described in **Exhibit B** attached hereto and by this reference incorporated into the Agreement; and

WHEREAS, the Parties are parties to previous agreements governing the use of City Facilities and District Facilities, and the provision of certain services, including professional services and maintenance services (collectively, the “*Former Agreements*”); and

WHEREAS, in the course of performance under the Former Agreements, each Party has developed additional expectations regarding appropriate terms and conditions governing the use of City Facilities and District Facilities, and the provision of services between the Parties; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms by which the City and District 67 will share certain services, equipment, and facilities in an effort to serve the Parties’ mutual constituents in a more efficient and effective manner; and

NOW THEREFORE, in consideration for the foregoing and the mutual covenants and agreements contained hereinafter that the Parties by their approval and signature hereto acknowledge is good and sufficient, and in reliance on the City's home rule and charter powers and the constitutional and statutory intergovernmental powers of both Parties, the Parties agree as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated as though fully set forth herein.

SECTION 2: SHARED FACILITY USE

A. **Facility Use Terms.** The Parties hereby agree the following system will be used to determine use of a Party's facilities by the other Party to this Agreement:

1. Each Party to this Agreement must approve and publish annually a schedule of fees for each facility based on the following considerations: (1) priority usage, (2) type of activity, and (3) date and time of activity. Such published fee schedules for a Party's facilities should indicate any set-up, cleaning, and supervisory or maintenance time that will be charged. Each Party hereby reserves the right, according to Section 2(A)(vi) to assign supervisory or maintenance personnel during a planned activity and to waive fees or recover out-of-pocket costs for any unique or special request not covered by the published facility fee schedule upon prior written notice to the other Party.
2. The first use priority for a Party's facility will be assigned to the Party who owns the facility.
3. The second use priority for District Facilities will be assigned to Lake Forest School District #115 ("District 115").
4. The third use priority for District Facilities will be assigned to the City, provided that such third use priority will only apply outside District 67's standard operating hours for educational purposes (i.e., after school hours, on weekends, etc.) (the "***District Non-Peak Hours***"). District 67 agrees to make its facilities available to the City during District Non-Peak Hours prior to making those facilities available to any other user, except for their own use, District 115's use, or any use under contract as of the Effective Date.
5. Both the City and District 67 must maintain a shared facilities calendar for the Parties' use in determining the availability, schedule, and activities proposed for the facilities. This calendar is reserved for use by the Parties related to their respective use of facilities, and will not include information related to other users of the facilities.
6. Requests for usage of the City Facilities or District Facilities must be made in writing and delivered by e-mail .

Requests to the City must be directed to the following or at such other addresses as the parties may indicate in writing to the other party but prior written notice:

Lake Forest Recreation Department
Athletics Program Manager
400 Hastings Road
Lake Forest, IL 60045
AnaszewA@cityoflakeforest.com

Requests to District 67 must be directed to the following: Lake Forest School District 67:

% Administrative Assistant to the Director of Facilities
300 S Waukegan Rd
Lake Forest, Illinois 60045
sharmon@lfschools.net

7. The Parties agree that, except as otherwise provided in this Agreement, there will be no fees owed for the use of Party facilities, except for any direct costs incurred in making the facilities available to each Party that are over and above ordinary and incidental costs. Such direct costs will be reimbursed by the Party using the facilities to the Party that owns the facilities. Direct reimbursable costs include:
 - a. The cost of any damage, except normal wear and tear, to the indoor and outdoor facilities that occurs in connection with a Party's use of a facility, including the cost to repair or replace any damaged property promptly, without expense to the owner of the facility.
 - b. The cost of any special accommodations made by the Party that is the owner of the facilities in making the facilities available, such as modifications to the layout of a facility (including re-striping of athletics fields), the presence of staff that would otherwise not be available at the facility, and any other costs especially associated with a Party's use of facilities.

B. District 67 Use of City Facilities. District 67 may use the City Facilities as listed on Exhibit A. District 67 agrees that the City will have no responsibility whatsoever for supervising District 67 programs or use of City Facilities or for supervising District 67 employees, volunteers, students, or agents. District 67 is solely responsible for providing adequate adult supervision in connection with its use of a City Facility.

C. City Use of District Facilities. The City may use the District Facilities as listed on Exhibit B. The City agrees that District 67 will have no responsibility whatsoever for supervising City programs or use of District Facilities or for supervising City employees, volunteers, or agents except as explicitly set forth in this Agreement. The City is solely responsible for providing adequate adult supervision in connection with its use of a District Facility.

SECTION 3: SHARED SERVICES.

A. City Services Provided to District 67. The City will provide the following services to District 67:

1. Maintenance Services. A schedule of maintenance services provided by the City at each of the District Facilities is attached to and incorporated into this Agreement as **Exhibit C**.
2. School Resource Officer Services. The City will provide the services of school resource officers in accordance with any SRO contract entered into between the City and District 67.
3. Crossing Guard Services. The City will provide the services of crossing guards to District 67 in accordance with any crossing guard contract entered into between the City and District 67.
4. Professional Services. The City agrees to provide the District with consultation regarding forestry services. If a dead tree or limb posing an immediate safety concern is identified, and, requires specialized equipment not accessible to the District, the City may, at its discretion and subject to staffing and operational capacity, assist with the removal of such hazards.
5. Support Services - CROYA. The City, through its Committee Representing Our Young Adults (“**CROYA**”) will provide the following support services and programming to District 67 at Deer Path Middle School. District 67 must annually pay to the City the sum of \$18,000.00 for the City’s provision of CROYA services. The City may to increase this sum on an annual basis in an amount equal to the Consumer Price Index (CPI) for the preceding year, or an amount not to exceed 5%, whichever is less.
 - a. CROYA will teach peer pressure lessons for students in eighth grade enrolled in Health classes.
 - b. CROYA will coordinate with District 67 and the Deer Path Middle School Association of Parents and Teachers (“**APT**”) to support in-school programming and mutually agreed upon periodic special events held for students.
 - c. CROYA will provide regular support services to District 67, students, student clubs, and organizations, including:
 - Participating in District 67 Strategic Planning processes
 - Participating in District 67 Superintendent Advisory Council
 - Networking with Deer Path Middle School students to share opportunities available through CROYA

- Providing support to Deer Path Middle School Student Council, as requested

B. District Services Provided to the City. The District will provide the following services to City:

1. Equipment. The District will share the following equipment with the City:
 - a. Recreational equipment and gymnasium space for CROYA events held for students, including, but not limited to, two (2) gymnasiums and floor hockey equipment for CROYA'S Donut Cup annual event.
2. Resources for CROYA. District 67 agrees that, in connection with CROYA's service to the District, it will provide the following resources to CROYA members:
 - a. At the beginning of each school year, District 67 will provide ID cards to CROYA members identified, in writing, by CROYA, for access to the Deer Path Middle School with access as necessary for CROYA members' agreed upon use of the District 67 facilities. CROYA will provide District 67 a list of members requesting such ID cards, and the District will perform all necessary reviews, background checks, and investigations prior to issuing the ID cards at the expense of the City. District 67 reserves the right to revoke the ID card of any CROYA member as District 67, at its sole discretion, believes necessary.
 - b. District 67 shall provide staff support available for all courses and seminars offered by CROYA to District 67 students upon prior written request by CROYA.
 - c. District 67 will support CROYA fundraising efforts, when possible, by providing items suitable for use by CROYA during auctions and similar events.
 - d. Additional support and partnership opportunities as determined and agreed upon in writing by CROYA and District 67.

SECTION 4: WAIVER OF CLAIMS; INDEMNIFICATION; INSURANCE.

A. Each Party to this Agreement will indemnify, defend, and hold harmless the other Party and their respective Boards, individual board members, administration, attorneys, officers, agents, representatives, and employees, successors, and assignees from and against any and all claims, demands, costs and expenses of any nature whatsoever whether in contract or tort, statutory or otherwise (including but not limited to reasonable attorneys' fees), arising from or related to such Party's use of the other Party's property or facilities and each Party's provision of services to the other Party, to the greatest extent permitted by law. This indemnity provision shall survive expiration or termination of this Agreement.

B. Each Party to this Agreement, at its sole cost and expense at all times during the term of this Agreement, must name the other Party as an additional insured on such Party's comprehensive general public liability insurance policy. The general public liability insurance policy must not be less than five million (\$5,000,000.00) dollars per occurrence for injury or death of a single person and not less than three million (\$3,000,000.00) dollars per occurrence for injury or death. Property damage insurance must not be less than three million (\$3,000,000.00).

C. Each Party to this Agreement, at its sole cost and expense, must maintain and provide Workers Compensation insurance for all of its employees. Any claims incurred by an employee will be processed through the individual claimant's employer. Each Party shall maintain coverage for sexual abuse and molestation claims of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

D. Each Party must provide the other Party with a certificate of insurance with the coverage requirements set above upon the request of the other Party. Failure by a Party to request a certificate of insurance will not waive the requirement of the other Party to maintain the insurance coverage set forth above. A Party may provide the required insurance under this Section through a self-insurance pool.

SECTION 5: TERM; TERMINATION.

A. Term. The term of this Agreement will be for five (5) years commencing on the Effective Date (the "***Initial Term***"). Following the Initial Term, this Agreement will automatically renew for one additional five (5) year terms ("***Renewal Terms***") unless either Party provides notice of its intent not to renew this Agreement at least one- hundred-twenty (120) days prior to the end of the then-existing term. Notwithstanding the foregoing, five (5) years following the Initial Term, the parties shall conduct a review of the Agreement to update terms as necessary.

B. Termination. This Agreement may be terminated with or without cause during the Initial Term or any Renewal Term by either Party at any time upon providing sixty (60) days' prior written notice of termination. Upon termination, each Party will pay any costs, fees, or charges due to the other Party up to and including the termination date.

SECTION 6: GENERAL PROVISIONS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or by (iv) email to the following:

If to the City:

City Manager
The City of Lake
Forest 220 East
Deerpath Lake Forest,
IL 60045
Email: wichaj@cityoflakeforest.com

With a Copy to:

Kurt S. Asprooth, City Attorney
Ancel Glink P.C.
140 S. Dearborn Street, 6th Floor
Chicago, IL 60603
Email: kasprooth@ancelglink.com

Notices and communications to District 67 must be addressed to, and delivered at the following address:

Email: _____

With a Copy to:

Email: _____

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. No Party is under any obligation to exercise any of the rights granted to it in this Agreement. The failure of either Party to exercise at any time any right granted to such Party will not be deemed or construed to be a waiver of that right, nor will the failure void or affect the Party's right to enforce that right or any other right.

E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of either Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of either Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

F. Governing Law. This Agreement is governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute arising out of this Agreement will be in the Circuit Court of Lake County, Illinois.

G. Immunity. Nothing herein is intended to waive or forfeit any rights, defenses, or immunities held by the City or District 67 by reason of common law, the Local Governmental and Governmental Employees Tort Immunity Act, or any other authority granting such rights, defenses, or immunities.

H. Entire Agreement; Repealer. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement, including the Former Agreements and specifically (1) the 1994 Financing Agreement; (2) the 1996 Facilities Use and Maintenance Agreement; (3) the Deer Path Middle School Facility Use Agreement; and (4) the Refuse and Recycling Agreement, all of which are repealed and replaced by this Agreement. Any Former Agreement not expressly referred to in this Section 6(H) will continue to be in full force and effect unless modified or terminated by the Parties.

I. Interpretation. This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party is not applicable to this Agreement.

J. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement controls.

K. Amendment and Modifications. No amendment or modification to this Agreement will be effective until reduced to writing and approved and executed by both Parties to this Agreement.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations will be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

M. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly,

to provide any right or benefit of any kind whatsoever to any person and entity who is not a Party to this Agreement or to acknowledge establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the City or District 67, and/or any of their respective officials, officers and/or employees.

N. Authority to Execute. Each Party to this Agreement hereby warrants and represents to the other Party that the persons executing this Agreement on its behalf have been properly authorized to do so by the governing authority of such Party.

O. Independent Contractors. This Agreement evidences an independent contractor relationship, and nothing in this Agreement is intended nor will be construed to create an employee relationship or a partnership or joint venture relationship between the Parties.

IN WITNESS THEREOF, the Parties have executed this Agreement on the day and date appearing before their respective signatures.

THE CITY OF LAKE FOREST	LAKE FOREST SCHOOL DISTRICT NO. 67
By: _____	By: _____
Title: _____	Title: _____
Attest: _____	Attest: _____
Date: _____	Date: _____

EXHIBIT A
City of Lake Forest Properties

- Grove School: Grounds
 - 100 Old Mill, Lake Forest, IL 60045
- South Park
 - Maywood, Greenview, Northmoor, and Highview
- City Hall
 - 220 E. Deerpath, Lake Forest, IL 60045
- Fire Station 2
 - 1111 S. Telegraph Road, Lake Forest, IL 60045
- Recreation Building
 - 400 E. Hastings Road, Lake Forest, IL 60045
- Waveland Park
 - End of Butler Road
- Lake Forest Beach
- West Park
 - Green Bay Road @ Woodland
- Deerpath Park
 - Deerpath Road @ Deerpath Campus
- Deerpath Golf Course
 - 500 W. Deerpath, Lake Forest, IL 60045
- Everett Park
 - 1111 Everett School Road, Lake Forest, IL 60045
- McCormick Preserve
 - McKinley Road north of Sheridan
- Elawa Farm
 - 1401 Middlefork Drive, Lake Forest, IL 60045
- Grove School: Senior Center
 - 100 E. Old Mill, Lake Forest, IL 60045
- Grove School: Arts & Crafts Center
 - 60 E. Old Mill, Lake Forest, IL 60045
- Northcroft Park
 - Ridge Road south of Old Elm
- Townline Park (formerly Route 60 Park)
 - Route 60

- Municipal Services Center
 - 800 Field Drive, Lake Forest, IL 60045

EXHIBIT B
District 67 Properties

- Cherokee Elementary School
 - 475 East Cherokee Road, Lake Forest, IL 60045
- Everett Elementary School
 - 1111 Everett School Road, Lake Forest, IL 60045
- Deer Path Middle School
 - 95 West Deerpath Road, Lake Forest, IL 60045
- Sheridan Elementary School
 - 1360 North Sheridan Road, Lake Forest IL 60045

EXHIBIT C
Schedule of Maintenance Services

A. **Refuse collection services.** The City will service the refuse container(s) at the District Facilities listed below five (5) times weekly during the school year and three days weekly during the summer with collection days to coincide with City refuse collection schedules. District 67 will be charged cost-of-service fees based on the labor, equipment, and tipping fees associated with the services provided by the City, as exhibited on the below fee schedule:

The City reserves the right to increase fees for refuse collection services on an annual basis in an amount equal to the Consumer Price Index (CPI) for the preceding year, or an amount not to exceed 5%, whichever is less. The refuse collection services will be provided by the City for the following District Facilities:

City of Lake Forest Refuse Collection Services	
	Current Monthly Rate
Location	Set on 4/1/2019
Cherokee Elementary School	\$167.60
Everett Elementary School	\$466.05
Deerpath Middle School	\$553.17
Sheridan Elementary School	\$164.45
	\$1,351.27

- i. Cherokee Elementary School
- ii. Everett Elementary School
- iii. Deerpath Middle School
- iv. Sheridan Elementary School

B. **Lighting and signage maintenance.** The City will provide routine maintenance to all lights and signage within the parking lots at the District Facilities listed below at no charge to District 67, apart from the costs for services performed by third-party contractors. The City will also supply District 67 with signs and sign posts for the parking lots and will bill District 67 for materials only. District 67 will maintain all lights mounted on buildings and

in District 67 playgrounds. The lighting maintenance services will be provided by the City for the following District Facilities:

- i. Everett Elementary School
- ii. **Light and Flag Pole Work.** As available and with prior request to the Public Works Department, the City may additionally assist School District 67 schools with light/flag pole work.

C. **Park maintenance.** The City will provide routine maintenance services, including janitorial services, to the City Facility and City park grounds, playground, gazebo, and other City-owned structures located at the District Facilities listed below. District 67 The City shall be responsible for the cost of services, including time and materials, performed by City staff. The maintenance services will be provided by the City for the following District Facilities:

- i. Everett Elementary School (Everett Park)

D. **Snow plowing and salting.** The City will plow all driveways, roadways, and parking lots with an initial pass (plow or salt) to provide access to the District Facilities listed below and at no cost to District 67. District 67 will be responsible for plowing playgrounds, sidewalks, and all District Facilities that may accumulate snow following the City's initial pass over driveways, roadways, and parking lots. The snow plowing and salting services will be provided by the City for the following District Facilities:

- i. Everett Elementary School.

Additionally, District 67 may utilize the salt stored by the City's Public Works Department for its own snow salting operations. The City will charge District 67 the actual cost (per ton) for salt used. District 67 can purchase no more than 120% of the average total tonnage purchased over the preceding 3-year period. Any amount purchased beyond this total will be charged at the same overage rate paid by the Public Works Department.

E. **Use of City fuel pumps.** The City will provide access to its fuel pumps for District 67 fleet vehicles. District 67 will be charged for fuel based on gallons used per vehicle.

F. **Use of City Compost & Recycling Center.** The City will provide access to its Compost & Recycling Center to District 67 for the disposal of compost, recycling, and other materials that are permitted according to the Rules and Regulations published by the City.

**INTERGOVERNMENTAL AGREEMENT
FOR FACILITY USE AND SHARED SERVICES
(Lake Forest Community High School District No. 115)**

THIS INTERGOVERNMENTAL AGREEMENT (“*Agreement*”) is entered into as of the date set forth below between **THE CITY OF LAKE FOREST**, an Illinois home rule and special charter municipal corporation (the “*City*”), and **LAKE FOREST COMMUNITY HIGH SCHOOL DISTRICT NO. 115, LAKE COUNTY, ILLINOIS**, an Illinois body politic and corporate (“*District 115*”). District 115 and the City may be referred to individually as “*Party*” or jointly as “*Parties*” throughout this Agreement.

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois provides that units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function of government in any matter not prohibited by law or ordinance; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, authorizes units of local government to contract with other local governments to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges or authority which any of the public agencies entering into the contracts is authorized by law to perform; and

WHEREAS, the City is the owner of certain buildings, grounds, and facilities (the “*City Facilities*”), which are listed and described in Exhibit A, attached hereto and by this reference incorporated into the Agreement; and

WHEREAS, District 115 is the owner of certain buildings, grounds, and facilities (the “*District Facilities*”), that are located entirely within the City’s corporate limits and are listed and described in Exhibit B attached hereto and by this reference incorporated into the Agreement; and

WHEREAS, the Parties are parties to previous agreements governing the use of City Facilities and District Facilities, and the provision of certain services, including professional services and maintenance services (collectively, the “*Former Agreements*”); and

WHEREAS, in the course of performance under the Former Agreements, each Party has developed additional expectations regarding appropriate terms and conditions governing the use of City Facilities and District Facilities, and the provision of services between the Parties; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms by which the City and the District will share certain services, equipment, and facilities in an effort to serve the Parties’ mutual constituents in a more efficient and effective manner; and

NOW THEREFORE, in consideration for the foregoing and the mutual covenants and agreements contained hereinafter that the Parties by their approval and signature hereto acknowledge is good and sufficient, and in reliance on the City’s home rule and charter powers

and the constitutional and statutory intergovernmental powers of both Parties, the Parties agree as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated as though fully set forth herein.

SECTION 2: SHARED FACILITY USE

A. **Facility Use Terms.** The Parties hereby agree the following system will be used to determine use of a Party's facilities by the other Party to this Agreement:

1. Each Party to this Agreement must approve and publish annually a schedule of fees for each facility based on the following considerations: (1) priority usage, (2) type of activity, and (3) date and time of activity. Such published fee schedules for a Party's facilities should indicate any set-up, cleaning, and supervisory or maintenance time that will be charged. Each Party hereby reserves the right, according to Section 2(A)(vi) to assign supervisory or maintenance personnel during a planned activity and to waive fees or recover out-of-pocket costs for any unique or special request not covered by the published facility fee schedule upon prior written notice to the other Party.
2. The first use priority for a Party's facility will be assigned to the Party who owns the facility.
3. The third use priority for District Facilities will be assigned to the City provided that such third use priority will only apply outside District 115's standard operating hours for educational purposes (i.e., after school hours, on weekends, etc.) (the "***District Non-Peak Hours***"). District 115 agrees to make its facilities available to the City during District Non-Peak Hours prior to making those facilities available to any other user, except for their own use, District 67's use, or any use under contract as of the Effective Date.
4. Both the City and District 115 must maintain a shared facilities calendar for the Parties' use in determining the availability, schedule, and activities proposed for the facilities. This calendar is reserved for use by the Parties related to their respective use of facilities, and will not include information related to other users of the facilities.
5. Requests for usage of the City Facilities or District Facilities must be made in writing and delivered by e-mail.

Requests to the City should be directed to the following address, or to such other addresses as the City may designate by written notice:

Lake Forest Recreation Department
c/o Athletics Program Manager

400 Hastings Road
Lake Forest, IL 60045
AnaszewA@cityoflakeforest.com

Requests to the District should be directed to the following address, or to such other addresses as the District may designate by written notice:

Lake Forest School District 115
c/o Administrative Assistant to the Director of Facilities
300 S Waukegan Rd
Lake Forest, Illinois 60045
sharmon@lfschools.net

6. The Parties agree that, except as otherwise provided in this Agreement, there will be no fees owed for the use of Party facilities, except for any direct costs incurred in making the facilities available to each Party that are over and above the incidental or ordinary. Such direct costs will be reimbursed by the Party using the facilities to the Party that owns the facilities. Direct reimbursable costs include:
 - a. The cost of any damage, except normal wear and tear, to the indoor and outdoor facilities that occurs in connection with a Party's use of a facility, including the cost to repair or replace any damaged property promptly, without expense to the owner of the facility.
 - b. The cost of any special accommodations made by the Party that is the owner of the facilities in making the facilities available, such as modifications to the layout of a facility (including re-striping of athletics fields), the presence of staff that would otherwise not be available at the facility, and any other costs especially associated with a Party's use of facilities.

B. District 115 Use of City Facilities. District 115 may use the City Facilities as listed on Exhibit A. District 115 agrees that the City will have no responsibility whatsoever for supervising District 115 programs or use of City Facilities; or for supervising District 115 employees, volunteers, students, or agents. District 115 is solely responsible for providing adequate adult supervision in connection with its use of a City Facility.

C. City Use of District Facilities. The City may use the District Facilities as listed on Exhibit B. The City agrees that District 115 will have no responsibility whatsoever for supervising City programs or use of District Facilities; or for supervising City employees, volunteers, or agents except as explicitly set forth in this Agreement. The City is solely responsible for providing adequate adult supervision in connection with its use of a District Facility.

SECTION 3: SHARED SERVICES.

A. City Services Provided to District 115. The City will provide the following services to District 115:

1. Maintenance Services. A schedule of maintenance services provided by the City at each of the District Facilities is attached to and incorporated into this Agreement as **Exhibit C**.
2. School Resource Officer Services. The City will provide the services of school resource officers in accordance with any SRO contract entered into between the City and District 115.
3. Professional Services. The City agrees to provide the District with consultation regarding forestry services. If a dead tree or limb posing an immediate safety concern is identified and requires specialized equipment not accessible to the District, the City may, at its discretion and subject to staffing and operational capacity, assist with the removal of such hazards.
4. Support Services: CROYA. The City, through its Committee Representing Our Young Adults (“**CROYA**”) will provide the following support services and programming to District 115. District 115 must annually pay to the City a sum of \$27,000 for these services. The City reserves the right to adjust this sum on an annual basis pursuant to increases reflected in the Consumer Price Index (CPI) or, an amount not to exceed 5%, whichever is less.
 - a. CROYA will teach peer training classes and offer other programs for students in accordance with the schedules mutually agreed to by CROYA and District 115.
 - b. CROYA will coordinate with District 115 and the District 115 Association of Parents and Teachers (“**APT**”) to support periodic special events held for District 115 students.
 - c. CROYA will provide regular support services to District 115, students, student clubs, and organizations, including:
 - Providing study break resources during student final exam periods
 - Participating in District 115 Strategic Planning processes
 - Participating in District 115 Superintendent Advisory Council
 - Networking with District 115 students to share opportunities available through CROYA
 - Participating in District 115 Distinguished Educator Award Committee
 - Providing support to the Scout Nation Club
5. Salt Usage. District 115 may utilize the salt stored by the City’s Public Works Department for its own snow salting operations. The City will charge District 115 the actual cost (per ton) for salt used. District 115 can purchase no more than 120% of the average total tonnage purchased over the preceding 3-year period. Any amount purchased beyond this total will be charged at the same overage rate paid by the Public Works Department.

6. Flag Pole Maintenance. As available and with prior request to the Public Works Department, the City may assist School District 115 schools with light and flag pole work.
- B. District Services Provided to the City. The District will provide the following services to City:
1. Space. The District will share the following space with the City: A meeting room for CROYA'S September Board Meeting which includes the Executive Committee.
 2. Resources for CROYA. District 115 agrees that, in connection with CROYA's service to the District, it will provide the following resources to CROYA members:
 - a. At the beginning of each school year, District 115 will provide ID cards to CROYA members identified, in writing, by CROYA, for access to the Main Campus and West Campus with access as necessary for CROYA members' agreed upon use of the District 115 facilities. CROYA will provide District 115 a list of members requesting such ID cards, and the District will perform all necessary reviews, background checks, and investigations prior to issuing the ID cards at the expense of City. District 115 reserves the right to revoke the ID card of any CROYA member as District 115, at its sole discretion, believes necessary.
 - b. District 115 shall provide staff support for all courses and programs offered by CROYA to District 115 students upon prior written request by CROYA.
 - c. District 115 will support CROYA fundraising efforts, when possible, by providing items suitable for use by CROYA during auctions and similar events, including but not limited to a Senior Parking Spot for The CROYA Foundation fundraising events. In the event that a construction project limits the number of parking spaces available in any given year, an alternative donation for the auction will be considered or offered.
 - d. Additional support and partnership opportunities as determined and agreed upon in writing by CROYA and District 115.

SECTION 4: PARKING AND TRAFFIC REGULATION.

A. City Authority to Regulate. The City will have the authority to enact and enforce, through the issuance of traffic citations and any other means provided by law, such parking and traffic regulations for the parking areas at the District Facilities (the "***Parking Areas***") as the City determines are appropriate and necessary to provide for the safe and efficient movement of traffic in and around the Parking Areas, including, without limitation, the following parking and traffic regulations:

1. the prohibition, regulation, restriction, or limitation of the stopping, standing, or parking of vehicles in specified areas of the Parking Areas, including those spaces

designed for vehicles bearing handicapped license plates or decals and designated fire lines as depicted on **Exhibit D** and **Exhibit E**; and

2. the prohibition, regulation, restriction, or limitation of the stopping, standing, or parking of vehicles in areas not marked or designed as parking spaces, including grassy areas adjacent to the Parking Areas, as depicted on **Exhibit D** and **Exhibit E** (the “*Traffic Regulations*”).

B. Installation of Regulatory Devices. Subject to the procedure established in subsection 4(D) of this section, the City will have the authority to install, at District 115’s expense, such traffic signs, signals, and markings as the City and District 115 shall mutually agree are appropriate and necessary to provide for the safe and efficient movement of traffic in, and around the Parking Areas, including, without limitation, the designation of safety zones and fire lanes in the Parking Areas, and to provide adequate notice to the operators of vehicles within the Parking Areas of the Traffic Regulations duly authorized by the City.

C. Removal and Storage of Vehicles. The City will have the authority but not the duty, to provide for the removal and storage of vehicles that are in violation of any Traffic Regulation, regulatory device, or any other City ordinance and to provide for the payment of reasonable charges by the owner or operator of any vehicle so removed or stored by the City for the costs of such removal and storage.

D. Procedure for the Installation of Regulatory Devices. No regulatory device may be installed by the City in the Parking Areas except in accordance with the following procedure:

1. The City, through the City Manager, or his or her designee, and District 115, or its designees, will jointly inspect the Parking Areas from time to time for the purpose of determining what regulatory devices are appropriate and necessary for the safe and efficient movement of traffic in and around the Parking Areas.
2. After such inspection, the City may cause to be installed within the Parking Areas such regulatory devices to which the City and District 115 mutually agree.
3. District 115 must pay to the City, within 30 days after written request from the City therefore, all costs incurred by the City for the designation and installation of such regulatory devices.

E. Maintenance. District 115 must, at its sole cost and expense, keep and maintain all regulatory devices within the Parking Areas in good condition at all times.

F. Fines. The City, in the sole discretion of its officers and officials, may issue citations and collect fines for violations of the Traffic Regulations, regulatory devices, City ordinance violations, and violations of the laws of the State of Illinois. It shall be the sole responsibility of, and within the sole discretion of, the City to prosecute such citations. All fines imposed and collected by the City will be the sole property of the City.

G. Exclusions. This section does not include, and must not be construed or applied to require the performance by the City or District 115 of any of the following actions:

1. Removing debris remaining from accidents in the Parking Areas; or
2. Any other activity not expressly agreed to by the City in this section or in this Agreement.

SECTION 5: WAIVER OF CLAIMS; INDEMNIFICATION; INSURANCE.

A. Each Party to this Agreement will indemnify, defend, and hold harmless the other Party and their respective Boards, individual board members, administration, attorneys, officers, agents, representatives, and employees, successors, and assignees from and against any and all claims, demands, costs and expenses of any nature whatsoever whether in contract or tort, statutory or otherwise (including but not limited to reasonable attorneys' fees), arising from or related to such Party's use of the other Party's property or facilities and each Party's provision of services to the other Party, to the greatest extent permitted by law. This indemnity provision shall survive expiration or termination of this Agreement.

B. Each Party to this Agreement, at its sole cost and expense at all times during the term of this Agreement, must name the other Party as an additional insured on such Party's comprehensive general public liability insurance policy. The general public liability insurance policy must not be less than five million (\$5,000,000.00) dollars per occurrence for injury or death of a single person and not less than three million (\$3,000,000.00) dollars per occurrence for injury or death. Property damage insurance must not be less than three million (\$3,000,000.00).

C. Each Party to this Agreement, at its sole cost and expense, must maintain and provide Workers Compensation insurance for all of its employees. Any claims incurred by an employee will be processed through the individual claimant's employer. Each Party shall maintain coverage for sexual abuse and molestation claims of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

D. Each Party must provide the other Party with a certificate of insurance with the coverage requirements set above upon the request of the other Party. Failure by a Party to request a certificate of insurance will not waive the requirement of the other Party to maintain the insurance coverage set forth above. A Party may provide the required insurance under this Section through a self-insurance pool.

SECTION 6: TERM; TERMINATION.

A. Term. The term of this Agreement will be for five (5) years commencing on the Effective Date (the "***Initial Term***"). Following the Initial Term, this Agreement will automatically renew for one additional five (5) year term ("***Renewal Terms***") unless either Party provides notice of its intent not to renew this Agreement at least one-hundred-twenty (120) days prior to the end of the then-existing term. Notwithstanding the foregoing, five (5) years following the Initial Term, the parties shall conduct a review of the Agreement to update terms as necessary.

B. Termination. This Agreement may be terminated with or without cause during the

Initial Term or any Renewal Term by either Party at any time upon providing sixty (60) days' prior written notice of termination. Upon termination, each Party will pay any costs, fees, or charges due to the other Party up to and including the termination date.

SECTION 7: GENERAL PROVISIONS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or by (iv) email to the following:

If to the City:

City Manager
The City of Lake Forest
220 East Deerpath
Lake Forest, IL 60045
Email: wichaj@cityoflakeforest.com

With a Copy to:
Kurt Asprooth, City Attorney Ancel
Glink P.C.
140 S. Dearborn Street, 6th Floor
Chicago, IL 60603
Email: kasprooth@ancelglink.com

Notices and communications to District 115 must be addressed to, and delivered at the following address:

Superintendent
Lake Forest Community High School District 115
300 Waukegan Road
Lake Forest, IL 60045
Email: mmontgomery@lfschools.net

With a Copy to:
Kenneth M. Florey, Esq.
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
55 W. Monroe St., Ste. 800
Chicago, IL 60603
Email: kflorey@robbins-schwartz.com

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. No Party is under any obligation to exercise any of the rights granted

to it in this Agreement. The failure of either Party to exercise at any time any right granted to such Party will not be deemed or construed to be a waiver of that right, nor will the failure void or affect the Party's right to enforce that right or any other right.

E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of either Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of either Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

F. Governing Law. This Agreement is governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute arising out of this Agreement will be in the Circuit Court of Lake County, Illinois.

G. Immunity. Nothing herein is intended to waive or forfeit any rights, defenses, or immunities held by the City or District 115 by reason of common law, the Local Governmental and Governmental Employees Tort Immunity Act, or any other authority granting such rights, defenses, or immunities.

H. Entire Agreement; Repealer. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement, including the Former Agreements and specifically (1) the 2000 Agreement for the Regulation of Traffic and Parking; (2) the Partnership Services and Facility Use Agreement; and (3) the Refuse and Recycling Agreement, which are repealed and replaced by this Agreement. Any Former Agreement not expressly referred to in this Section 7(H) will continue to be in full force and effect unless modified or terminated by the Parties.

I. Interpretation. This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party is not applicable to this Agreement.

J. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement controls.

K. Amendment and Modifications. No amendment or modification to this Agreement will be effective until reduced to writing and approved and executed by both Parties to this Agreement.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations will be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

M. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person may be made, or valid, against the City or District 115. This Agreement is

entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a Party to this Agreement or to acknowledge establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the City or District 115, and/or any of their respective officials, officers and/or employees.

N. Authority to Execute. Each Party to this Agreement hereby warrants and represents to the other Party that the persons executing this Agreement on its behalf have been properly authorized to do so by the governing authority of such Party.

O. Independent Contractors. This Agreement evidences an independent contractor relationship, and nothing in this Agreement is intended nor will be construed to create an employee relationship or a partnership or joint venture relationship between the Parties.

IN WITNESS THEREOF, the Parties have executed this Agreement on the day and date appearing before their respective signatures.

THE CITY OF LAKE FOREST

**LAKE FOREST COMMUNITY HIGH
SCHOOL DISTRICT NO. 115**

By: _____
Title: _____

By: _____
Title: _____

Attest: _____
Date: _____

Attest: _____
Date: _____

EXHIBIT A

City of Lake Forest Properties

- Grove School: Grounds
 - 100 Old Mill, Lake Forest, IL 60045
- South Park
 - Maywood, Greenview, Northmoor, and Highview
- City Hall
 - 220 E. Deerpath, Lake Forest, IL 60045
- Fire Station 2
 - 1111 S. Telegraph Road, Lake Forest, IL 60045
- Recreation Building
 - 400 E. Hastings Road, Lake Forest, IL 60045
- Waveland Park
 - End of Butler Road
- Lake Forest Beach
- West Park
 - Green Bay Road @ Woodland
- Deerpath Park
 - Deerpath Road @ Deerpath Campus
- Deerpath Golf Course
 - 500 W. Deerpath, Lake Forest, IL 60045
- Everett Park
 - 1111 Everett School Road, Lake Forest, IL 60045
- McCormick Preserve
 - McKinley Road north of Sheridan
- Elawa Farm
 - 1401 Middlefork Drive, Lake Forest, IL 60045
- Grove School: Senior Center
 - 100 E. Old Mill, Lake Forest, IL 60045
- Grove School: Arts & Crafts Center
 - 60 E. Old Mill, Lake Forest, IL 60045
- Northcroft Park
 - Ridge Road south of Old Elm
- Townline Park (formerly Route 60 Park)
 - Route 60
- Municipal Services Center
 - 800 Field Drive, Lake Forest, IL 60045

EXHIBIT B

District 115 Properties

- Lake Forest High School
 - Main Campus:
1285 N. McKinley Road, Lake Forest, IL 60045
 - West Campus/Athletic Fields:
300 S. Waukegan Road, Lake Forest, IL 60045

EXHIBIT C

Schedule of Maintenance Services

- A. **Refuse collection services.** The City will service the refuse container(s) at the District Facilities listed below twice weekly with collection days to coincide with City refuse collection schedule. District 115 will be charged cost-of-service fees based on the labor, equipment, and tipping fees associated with the services provided by the City, as exhibited on the below fee schedule:

City of Lake Forest Refuse Collection Services	
	Current Monthly Rate
Location	Set on 4/1/2019
Lake Forest High School - West Campus	\$222.53
	\$222.53

The City reserves the right to adjust fees for refuse collection services on an annual basis pursuant to increases reflected in the Consumer Price Index (CPI) or, an amount not to exceed 5%, whichever is less.

The refuse collection services will be provided by the City for the following District Facilities:

Lake Forest High School: West Campus/Athletic Fields

- B. **Use of City fuel pumps.** The City will provide access to its fuel pumps for District 115 fleet vehicles. District 115 will be charged for fuel based on gallons used per vehicle and invoiced by the City to District 115 for fuel use.
- C. **Use of City Compost & Recycling Center.** The City will provide access to its Compost & Recycling Center to District 115 for the disposal of compost, recycling, and other materials that are permitted according to the Rules and Regulations published by the City.

EXHIBIT D

Parking Area – Main Campus

EXHIBIT E

Parking Area – West Campus/Athletic Field

**MEMORANDUM OF UNDERSTANDING REGARDING
SCHOOL RESOURCE OFFICER SERVICES AND RECIRPROCAL REPORTING
BETWEEN THE CITY OF LAKE FOREST AND SCHOOL DISTRICTS 67 AND 115**

This Memorandum of Understanding (“**MOU**”) is made and entered into this ___ day of ____ 2026 (“**Effective Date**”), by and between the City of Lake Forest, an Illinois home rule and special charter municipality (“**City**”), the Lake Forest Elementary School District 67 (“**District 67**”), and Lake Forest High School District 115 (“**District 115**”), Illinois public school districts. For convenience, District 67 and District 115 may be hereafter collectively referred to as “**Districts**.” For convenience, the City and the Districts may be hereafter collectively referred to as “**Parties**,” or individually as a “**Party**.”

NOW, THEREFORE, in consideration of, and in reliance upon the recitals, and the mutual covenants, promises, and representations set forth in this MOU, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

I. Recitals.

- A. Article VII, Section 10(a) of the Illinois Constitution (1970 Ill. Const., Art. VII, § 10(a)) and the Intergovernmental Cooperation Act (5 ILCS 220/3; 5 ILCS 220/5) authorize units of local government to contract with one another to perform any governmental service, activity, or undertaking, or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law.
- B. Section 10-20.68(a-5) of the School Code ((105 ILCS 5/10-20.68(a-5)) authorizes the Parties to enter into a memorandum of understanding concerning the provision of school resource officer (“**SRO**”) services.
- C. Section 10-20.14(b) of the School Code (105 ILCS 5/10-20.14(b)) authorizes the Parties to establish and maintain a reciprocal reporting system between the Parties regarding criminal and civil offenses committed by students, and enter into a memorandum of understanding to clearly defines the City police department’s role in the Districts, in accordance with Sections 2-3.206 and 10-22.6 of the School Code (105 ILCS 5/2-3.206; 105 ILCS 5/10-22.6).
- D. The corporate authorities of the City, District 67, and District 115 find and agree that executing this MOU, subject to the terms and conditions herein, to delineate the provision of SRO services to the Districts, and to establish and maintain a reciprocal reporting system between the Parties, will promote the safety and security of the staff, students, and Districts properties, foster cooperation and improve the flow of information between the Parties, and further the health, safety, and welfare of the community.

- II. **Recitals Incorporated.** The foregoing recitals are incorporated into and made a part of this MOU as if fully set forth herein.
- III. **Term.** This MOU will run for a term of one (1) year (“**Term**”), unless sooner terminated by any Party in accordance with Section IV of this MOU. This MOU will automatically renew for additional one (1) year terms unless any Party delivers notice of intent not to renew no later than ninety (90) days prior to the expiration of the then current Term.
- IV. **Termination.** Any Party may terminate this MOU with or without cause during the Term, or any renewal Term, by providing the non-terminating Party(ies) at least ninety (90) days prior written notice.
- V. **Data Collection & Reporting.** Subject to the manner and method of reporting determined by the Illinois State Board of Education (“**ISBE**”), the Parties agree that no later than July 1, 2027, the Parties will reach agreement on procedures to collect, document, and report (1) the number of K-12 students referred to the City police department, including the SRO, and (2) the number of instances of referrals to law enforcement that students in K-12 received for incidents occurring on school grounds, during school-related events or activities (regardless of whether it was in-person or virtual), and while taking school transportation.
- VI. **SRO Program.**
- A. **Goals.** The goal of the SRO program is to strengthen the City police department’s bonds with the Districts through the daily interaction with the students and staff. The school setting provides an environment that can offer preventative programs to assist youth in making good decisions while also deterring involvement in criminal conduct, drug and alcohol use, and gang-like behavior. City SROs, in conjunction with the Districts’ staff, can mentor youth and steer them towards more positive choices. The intent of the SRO program is to establish positive working relationships between the police, the Districts administration, social service agencies, parents, teachers, students, and the community, in order to maintain a safe and stable environment.
- B. **Duties and Responsibilities.**
- a) **General Duties.**
- a) Be present on Districts grounds with the full authority and responsibility of a law enforcement officer and serve as a liaison between the Districts and the City police department.
- b) When possible, and in accordance with the Districts’ guidance, participate in or attend school functions during the SRO’s regular duty

hours in order to assure the peaceful operation of school-related programs.

- c) Abide by the Districts' policies (copies of which will be provided by the Districts to SROs) and consult with and coordinate activities through the Districts' administration.
 - d) Participate in training with the Districts' staff, as requested by the Districts, at the Districts sole cost.
 - e) Serve as a positive role model to Districts' students and the community.
 - f) Operate and retain copies of body-worn camera recordings in accordance with the Law Enforcement Officer-Worn Body Camera Act (50 ILCS 706/). Upon request, the City will provide the Districts with a copy of the City's body-worn camera policy.
 - g) Participate in periodic training through the Illinois SROs Association, National Association of SROs, or similar organizations.
 - h) Participate in in-service training and certification requirements that apply to all certified officers of the City.
 - i) Complete the Illinois Law Enforcement Training Standards Board's training program for school resource officers.
- b) Safety and Security.
- a) Respond to threats in Districts' schools.
 - b) Collaborate with the Districts' administrators to develop and implement plans, strategies, and programs to prevent and/or minimize dangerous situations on or near Districts' property or involving students at Districts'-related activities.
 - c) Serve as Districts schools' point of contact for school safety drills.
 - d) Patrol the Districts' school properties, as time allows, and when feasible, maintain a high level of visibility during school entrance and dismissal times as well as during passing periods.
 - e) When requested by the Districts' administration in writing, assist with conducting inspections and searches of lockers, desks, parking lots, and other school property and equipment owned or controlled by the Districts for illegal drugs, weapons or other illegal or dangerous

substances or materials, including searches conducted using specially trained dogs.

c) Student Discipline, Counseling, Crime Referral

- a) Provide written incident/activity documentation to the Districts' principals, or their designees, in form, content, and duration reasonably requested by the Districts.
- b) Provide information, records, and also testimony at suspension review and/or expulsion hearing when the SRO is directly involved in an incident and when requested by the School administration, unless doing so would interfere with any pending or reasonably contemplated law enforcement proceedings and/or criminal investigation.
- c) Follow Districts' behavior policies, deferring to Districts administration for school disciplinary issues and enforcement of student handbook and policies.
- d) Refer all matters of school discipline to the proper administration or other school personnel.
- e) Before detaining and questioning a student on school grounds who is suspected of committing a criminal act, SROs will comply with Section 22-88 of the School Code (105 ILCS 5/22-88) and the District's policies and procedures, which will be provided to the City's SROs after the execution of this MOU by all Parties.
- f) SROs will not issue students a monetary fine, fee, ticket, or citation as a school-based disciplinary consequence or a municipal code violation on school grounds during school hours or while taking school transportation in accordance with Section 10-22.6(i) of the School Code (105 ILCS 5/10-22.6(i)).

C. Qualifications.

- a) The City is responsible for ensuring that SROs providing SRO services to the Districts have been trained, or received a waiver for training, as provided in Section 10.22 of the Illinois Police Training Act (50 ILCS 705/10.2), including specific training on working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs.
- b) For City SRO officers providing SRO services at Districts schools pursuant to this MOU, the City will provide certificates of completion, or approved waivers issued by the Illinois Law Enforcement Training Standards Board

under Section 10.22 of the Illinois Police Training Act, indicating that the subject officer has completed the requisite course of instruction in the applicable subject areas within one year of assignment, or has prior experience and training which satisfies this requirement.

D. Selection and Assignment.

- a) The City will conduct an internal review process for all interested members of the City police department who meet the qualification and training requirements identified in this MOU and will recommend a minimum of three (3) candidates for the Districts to interview and assess. The Districts shall choose one of those candidates to serve as the SRO for District 67 schools and choose a different candidate to serve as the SRO for District 115 schools.
- b) SROs assigned to the Districts will perform the SRO services specified in this MOU for eight (8) hours per school day during the Term of this MOU.
- c) In the event of the unavailability of an SRO due to sickness, injury, use of benefit time, or City police department operational needs, the City may temporarily replace the SRO with another City law enforcement officer at no additional cost to the Districts. The City will notify the Districts as to the absence, the expected duration, and the identity of the replacement SRO. The replacement SRO must be appropriately trained pursuant to this MOU.
- d) Any and all necessary backup services, including equipment and personnel, required to assist SROs in the performance of their obligations under this MOU shall be at the sole discretion and control of the City Chief of Police.
- e) The number and availability of officers serving as SROs pursuant to this MOU may be modified only by mutual written agreement of the Districts and the Chief of Police.
- f) As City employees, SROs will be subject to the chain of command of the City police department. When serving in the role of SRO, City law enforcement officers will coordinate and communicate with the Districts superintendents, or their designees, regarding daily activities. In the event the SRO fails to abide by the terms of this MOU, the Districts' superintendents, or their designees, will notify the City Chief of Police concerning the specific problems. The Parties will work cooperatively to resolve the problem, which may include appointing a new SRO at the discretion of the City Chief of Police. Notwithstanding the foregoing, the City may remove an SRO from assignment immediately upon request of the Districts if the Districts reasonably determine that the continued presence of the SRO would be detrimental to the Districts, or its students or staff. In such event, the City will endeavor to provide another officer to serve as substitute SRO until the City finds a permanent replacement.

- g) The City agrees to make all potential SRO candidates available to the District for fingerprint-based criminal background checks in accordance with Section 10-21.9 of the Illinois School Code. The SROs may not begin an assignment at the Districts until a fingerprint-based criminal background check in accordance with Section 10-21.9 of the Illinois School Code is initiated and checks of the Illinois State Police Murderer and Violent Offender Against Youth Registry, Illinois Sex Offender Database, and DCFS Child Abuse and Neglect Tracking System have been completed. The City shall not assign any officer to the Districts if his or her criminal background check reveals convictions that would subject an individual to license suspension or revocation pursuant to Section 21B-80 of the Illinois School Code or who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987.
- h) The City is responsible for obtaining information required under Faith's Law, 105 ILCS 5/22-94, pertaining to criminal background checks, allegations of inappropriate conduct, applicant statements, and former employer contact information, and providing the complete and original results to the Districts. The Districts may reject any police officer if, in the Districts' sole discretion, the criminal background investigation or any checks required by Faith's Law disclose information which would call into question the individual's fitness to serve as the SRO or otherwise cause the Districts to be concerned about the police officer's interacting with students. In the event the City fails to comply with the provisions of this section and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by or on behalf of a student or their parent or guardian for harm caused by the SRO, then in that event, the City agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the Districts against any such claims.

E. **Evaluation of SRO Services.** The Parties will meet once annually to review and evaluate the SRO program, agree on methods to monitor progress towards established SRO program goals, and solicit community and stakeholder input concerning the program pursuant to Section 10-20.68(a-5) of the School Code. The review shall assess: (i) the extent of the SRO's positive interactions with students, parents/guardians, and staff; (ii) the SRO's participation in collaborative approaches to problem solving, prevention, and de-escalation; and (iii) contributions to achieving the mission, purposes, goals, and objectives of this Agreement.

F. **Compensation**

- a) Basic Compensation. The Districts will collectively pay to the City 70% of the salary and benefits of the two police officers assigned to District schools as SROs, in addition to any overtime performed on behalf of District schools

as described in this MOU (“**Compensation**”). That Compensation will be divided equally between District 67 and District 115, with each District contributing 35% of the salary and benefits of the two police officers assigned to the District schools as SROs. The Compensation paid to the SROs by the City is subject to an annual increase, applied in May of each calendar year. The Costs calculated for salary and benefits of the officers shall include, total salary, Medicare, Police Pension (Not including amortization of unfunded liability), and City contributions to medical, dental, vision and life insurance.

- b) Overtime. If, in their capacity as SROs, the SROs are required to perform SRO services at District schools in excess of 8 hours per day, then such time will constitute overtime, unless otherwise agreed to by the Parties in writing. Such overtime will include, but is not limited to, assigning SROs to special events, such as dances, festivals, or athletic events.
- c) Mutual Cooperation. The City acknowledges that it may receive grants, or other additional funding from third parties, to provide funding for the SROs. If the City receives such additional funding specific to the provision of SRO services, then the total salary from which the Districts payment obligations are calculated will be offset by the amount of the grant.
- d) Billing. The City will issue monthly invoices to the Districts for their proportionate share of SRO’s compensation for the services due hereunder. The Districts agree to promptly pay each invoice upon receipt in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

VII. **Reciprocal Reporting Obligations.**

A. **City Obligations.** The City agrees to:

- a) Provide, maintain, and update as needed, a contact information list of City personnel responsible for the receipt, dissemination, and coordination of juvenile law enforcement records, educational records, and student records with the Districts.
- b) Provide a copy of this MOU to City SROs assigned to Districts schools.
- c) Pursuant to Sections 1-7(A)(8)(B) and 5-905(1)(h)(B) of the Juvenile Court Act of 1987 (705 ILCS 405/1-7(A)(8)(B); 705 ILCS 405/5-905 (1)(h)(B)), provide oral information only (and not written juvenile law enforcement records) to appropriate school officials about a minor who is the subject of a current police investigation that is directly related to school safety.
- d) Pursuant to Sections 1-7(A)(8) and 5-905(1)(h)(A) of the Juvenile Court Act of 1987 (705 ILCS 405/1-7(A)(8) and 705 ILCS 405/5-905 (1)(h)(A)), when

the Districts or the City believe there is an imminent threat of physical harm to Districts students, staff, or other persons, the City will disclose juvenile law enforcement records to appropriate Districts school officials concerning a minor who was arrested or taken into custody for any of offenses listed in Section 1-7(A)(8)(A) of the Juvenile Court Act of 1987.

- e) Pursuant to Section 22-20 of the School Code (105 ILCS 5/22-20), report to the Districts school principals when a child enrolled therein is detained for proceedings under the Juvenile Court Act of 1987, or for any criminal offense, or for any violation of a municipal or county ordinance, which report will include: the basis of the detention, the circumstances surrounding the events which led to the minor's detention, and status of the proceedings, and updates as appropriate to notify the principals of developments and the disposition of the matter.
- f) Pursuant to Section 1-7(a)(8) of the Juvenile Court Act, and except as limited or prohibited by other laws or administrative regulations, when there is an imminent threat of physical harm to students, school personnel, or others, the City will share juvenile law enforcement records with appropriate school officials concerning a minor student at Districts schools that has been taken into custody or arrested for the following offenses:
 - a) Any violation of Article 24 of the Criminal Code (720 ILCS 5/24 et seq.) (weapons).
 - b) A violation of the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.).
 - c) A violation of the Cannabis Control Act (720 ILCS 550/1 et seq.).
 - d) A forcible felony as defined in Section 2-8 of the Criminal Code (720 ILCS 5/2-8).
 - e) A violation of the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 et seq.).
 - f) A violation of Section 1-2 of the Harassing and Obscene Communications Act (720 ILCS 5/12C-50).
 - g) A violation of Section 12-1 (assault), 12-2 (aggravated assault), 12-3 (battery), 12-3.05 (aggravated battery), 12-3.1 (battery on an unborn child), 12-3.2 (domestic battery), 12-3.4 (violation of an order of protection), 12-3.5 (interfering with reporting domestic violence), 12-5 (reckless conduct), 12-7.3 (stalking), 12-7.4 (aggravated stalking), 12-7.5 (cyber stalking), 25-1 (mob action), or

25-5 (streetgang related activity) of the Criminal Code of 1961 or the Criminal Code of 2012.

- g) Utilize educational records and student records disclosed by the Districts for purposes authorized by the Family Educational Rights and Privacy Act and its implementing regulations, the Illinois School Student Records Act, and other applicable laws, and not re-disclose the educational or student records, or information derived therefrom, to unauthorized persons, except pursuant to court order or as otherwise authorized by law.

B. Districts' Obligations: The Districts agree to:

- a) Provide, maintain, and update as needed, a contact information list of the Districts appropriate school officials responsible for the receipt, dissemination, and coordination of juvenile law enforcement records, educational records, and student records.
- b) Provide a copy of this MOU to the Districts appropriate school officials responsible for the receipt, dissemination, and coordination of juvenile law enforcement records, educational records, and student records.
- c) For records or information disclosed to the Districts appropriate school officials pursuant to Section 22-20 of the School Code (105 ILCS 5/22-20), and Sections 1-7(A)(8) and 5-905 of the Juvenile Court Act of 1987 (705 ILCS 405/1-7(A)(8)(A); 705 ILCS 405/5-905(1)(h)(B)), the Districts will:
 - a) Keep these records and information separate from official school records, which will not become part of the official school record for a child.
 - b) Ensure that only appropriate school officials have access to and utilize these records and information exclusively for purposes authorized by Family Educational Rights and Privacy Act and its implementing regulations, the Illinois School Student Records Act, the School Code, and other applicable laws, and not re-disclose these records or information to unauthorized persons, except pursuant to court order or as otherwise authorized by law.
- d) Make referrals to the City police department, verbally or in writing, as outlined in the Districts' policies, procedures, and code of conduct, where the behavior offense committed by a student is reportable to police as required by law, the incident caused harm to another person, and/or due to a concern for the safety and welfare of students, staff, and other persons on Districts property.

- e) Pursuant to Sections 10-21.4a, 10-27.1A, 10-27.1B, and 34-84a.1 of the School Code (105 ILCS 5/10-21.4a; 105 ILCS 5/10-27.1B; 105 ILCS 5/10-27.1A; 105 ILCS 5/34-84a.1), notify the City's police department when the safety and welfare of students and teachers are threatened by:
 - a) illegal use or possession of drugs (within 48 hours) and alcohol;
 - b) illegal use or possession of weapons;
 - c) bludgeon, knife/blade, explosives, stun gun, or any other dangerous; or deadly weapon or instrument of like character;
 - d) possession of a firearm (immediately);
 - e) illegal gang activity;
 - f) intimidation (as defined by 720 ILCS 5/12-6);
 - g) all incidents of battery committed against staff;
 - h) abuse, neglect, lock-out and runaway situations;
 - i) vandalism;
 - j) other activities involving student which threaten the safety of students of community members on or off campus; and
 - k) any state or federal crime occurring on school property or at a school event which might reasonably carry over into the community.
- f) Pursuant to Section 10-22.6(e) of the School Code (105 ILCS 5/10-22.6(e)), the Districts:
 - a) May request the assistance of the City police department officials for the purpose of conducting inspections and searches of lockers, desks, parking lots, and other school property and equipment owned or controlled by the school for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs.
 - b) If an inspection or search conducted pursuant to Section 10-22.6(e) of the School Code produces evidence that a student has violated or is violating either the law, local ordinance, or the Districts policies or rules, such evidence may be seized by school authorities and turned over to the City police department.

C. Mutual Obligations

- a) Any and all records and information received by any Party as a result of this MOU will be kept confidential by the Parties to the maximum extent authorized by law, and shall not be disclosed to unauthorized persons or entities, except pursuant to court order or as otherwise expressly authorized by law. For avoidance of doubt, this MOU is subject to disclosure under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*)
- b) Each Party will create and provide the other Parties hereto with a list of officials and employees authorized to share or receive copies of records or information subject to this MOU. This list must contain regular and emergency telephone and mobile numbers (if applicable), and e-mail addresses. The Parties agree to regularly update their lists, when needed, and provide updated copies thereof to the other Parties.
- c) The Parties agree to fulfill the duties and obligations of this MOU, and cooperate in good-faith in furtherance thereof and resolving any issues concerning this MOU.

VIII. Indemnification.

- A. **Districts Indemnification.** To the fullest extent permitted by law, District 67 and District 115 agree to indemnify and hold harmless the City, its officials, officers, agents, volunteers, employees and their successors and assigns (“**City Indemnified Parties**”) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys’ fees and litigation costs, incurred by the City Indemnified Parties arising out of any activity of the Districts in performance of this MOU, or any act or omission of the Districts or of any employee, agent, contractor, or volunteer of the Districts (“**Districts Indemnitors**”), but only to the extent caused in whole or in part by any negligent act or omission of the Districts Indemnitors.
- B. **City Indemnification.** To the fullest extent permitted by law, the City agrees to indemnify and hold harmless the Districts, its officials, officers, agents, volunteers, employees and their successors and assigns (“**Districts Indemnified Parties**”) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys’ fees and litigation costs, incurred by the Districts Indemnified Parties arising out of any activity of the City or its SROs in performance of this MOU, or any act or omission of the City and any employee (including, but not limited to, SROs), agent, contractor, or volunteer of the City (“**City Indemnitors**”), but only to the extent caused in whole or in part by any negligent act or omission of the City Indemnitors.

- IX. **Relationship of the Parties.** Nothing contained in this MOU, nor any act of the City or the Districts, respectively, shall be deemed or construed by any of the Parties hereto or by

third persons, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or the Districts respectively.

- X. **Compliance with Laws.** During the Term of this MOU, the Parties shall at all times observe and comply with the applicable federal, state, and local laws, ordinances, regulations which may in any manner affect the performance of this MOU.
- XI. **No Third Party Beneficiaries.** Notwithstanding any provisions herein to the contrary, this MOU is entered into solely for the benefit of the contracting Parties, and nothing in this MOU is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this MOU or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Districts and/or the City and/or any of their respective officials, officers, employees, volunteers, and or/agents.
- XII. **Modification.** Any terms or conditions of this MOU may be amended only by written amendment, duly executed by all Parties to the MOU.
- XIII. **Severability.** If any provision of this MOU is held illegal, invalid, or unenforceable by a court of competent jurisdiction, the remainder of the MOU will remain valid and enforceable to the fullest extent permitted by law.
- XIV. **Interpretation.** Any headings of the MOU are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms and conditions of the MOU.
- XV. **Assignment/Binding Effect.** Neither Party hereto may assign their respective rights and duties hereunder except upon prior written consent of the other Parties. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective assigns, legal representatives, and successors in interest.
- XVI. **Entire Agreement.** This MOU represents the entire agreement between the Parties regarding the subject matter herein, and supersedes all prior agreements and understandings, both written and oral, regarding the subject matter herein, and no statement, promise or inducement made by either Party to the other that is not contained therein shall be binding.
- XVII. **Governing Law; Jurisdiction; Venue.** This MOU will be governed and interpreted pursuant to Illinois law, without regard to its conflicts of laws principles. The exclusive

venue for any dispute arising or allegedly arising hereunder will be the 19th Judicial Circuit Court of Lake County, Illinois. The Parties hereby agree to irrevocably waive any objections to improper forum or venue for any dispute arising from this MOU.

- XVIII. **Counterparts.** This MOU may be executed in any number of counterparts, and by the City, District 67, and District 115 on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same MOU.
- XIX. **Notice.** Any and all notices required to be delivered hereunder shall be deemed delivered when and if e-mailed, personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid (or sent by a recognized overnight courier service with instructions and payment for delivery on the next business day) to the Parties as set forth below:

If to the City:

255 W. Deerpath Road
Lake Forest, IL 60045
Attn: Jason Wicha, City Manager (wichaj@cityoflakeforest.com)
Attn: John Burke, Chief of Police (burkej@cityoflakeforest.com)

With a copy to:

Ancel Glink, P.C.
140 S. Dearborn Street, Suite 600
Chicago, IL 60603
Attn: Kurt S. Asprooth (kasprooth@ancelglink.com)

If to District 67:

300 S. Waukegan Road
Lake Forest, IL 60045
Attn: Dr. Matthew Montgomery, Superintendent (mmontgomery@lfschools.net)
Attn: Charles "Chuck" Walsh, Director of Safety and Security
(cwalsh@lfschools.net)

If to District 115:

300 S. Waukegan Road
Lake Forest, IL 60045
Attn: Dr. Matthew Montgomery, Superintendent (mmontgomery@lfschools.net)
Attn: Charles "Chuck" Walsh, Director of Safety and Security
(cwalsh@lfschools.net)

Either Party hereto may change the names and address of the designee to whom notice shall be sent by giving written notice of such change to the other Parties hereto in the same manner as all other notices are required to be delivered hereunder.

IN WITNESS THEREOF, the undersigned Parties have entered into this MOU.

CITY OF LAKE FOREST

SCHOOL DISTRICT 67

Mayor

School Board President

Signature

Signature

Date

Date

ATTEST:

City Clerk

School Board Secretary

Signature

Signature

Date

Date

SCHOOL DISTRICT 115

School Board President

Signature

Date

ATTEST:

School Board Secretary

Signature:

Date

4901-3897-9765, v. 2

**MEMORANDUM OF UNDERSTANDING REGARDING SCHOOL DISTRICT 67'S
PAYMENTS TO THE CITY OF LAKE FOREST FOR SCHOOL RESOURCE
OFFICERS**

This Memorandum of Understanding ("**MOU**") is made and entered into this ____ day of _____, 2026 ("**Effective Date**"), by and between the City of Lake Forest, an Illinois home rule municipality ("**City**") and Lake Forest Elementary School District 67 ("**District 67**"). For convenience, the City and the District 67 may be collectively referred to as "Parties," or individually as a "Party."

WITNESSETH

WHEREAS, Lake Forest is a special charter, home rule municipal corporation of the State of Illinois as defined within the Illinois Constitution of 1970; and

WHEREAS, Lake Forest Elementary School District 67 is an Illinois school district organized and operating under the Illinois School Code; and

WHEREAS, in 2015, the City, District 67, and Lake Forest High School District 115 entered into an intergovernmental agreement ("**IGA**") for the City to furnish a school resource officer ("**SRO**") to each School District; and

WHEREAS, under the terms of the IGA, District 67 and Lake Forest High School District 115 were required to collectively pay a portion of the salary and benefits of their respective SRO; and

WHEREAS, the IGA further provides that the salary and benefits of the SRO are subject to an annual cost-of-living adjustments each calendar year; and

WHEREAS, the City, District 67, and Lake Forest High School District 115 are currently negotiating a new intergovernmental agreement for the provision of SRO services by the City; and

WHEREAS, in the process of developing the new intergovernmental agreement, the City discovered that, due to an invoicing oversight by the City, District 67 paid the City less than the amount required by the IGA for Fiscal Years 2020 – 2025; and

WHEREAS, due to the oversight, District 67 underpaid the City in the amount of \$250,532.78 for its portion of the salary and benefits of the SRO ("**District 67's Underpayment**") for fiscal years 2020-2025; and

WHEREAS, the City and District 67 have negotiated a resolution to District 67's Underpayment, and desire to memorialize that resolution as set forth in this MOU.

NOW, THEREFORE, in consideration of, and in reliance upon the recitals, and the mutual covenants, promises, and representations set forth in this MOU, and for other good and valuable

consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the City and District 67 agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are incorporated into and made a part of this MOU as if fully set forth herein.
2. **District 67's Underpayment and Continuing Payments.**
 - A. **District 67's Underpayment:** District 67's Underpayment to the City for Fiscal Years 2020 – 2025 is \$250,532.78. The City agrees to forgive fifty percent (50%) of District 67's Underpayment in the amount of \$125,266.39. District 67 shall be responsible to pay the City the remaining portion of its Underpayment in the amount of \$125,266.39 ("**District 67's Remaining Payment**").
 - B. **District 67's Continuing Payments:** District 67 shall pay the City for its portion of the salary and benefits of the SRO from October 2025 – June 2026 in accordance with the terms of the IGA in the amount of \$32,328.72 ("**District 67's Continuing Payments**").
 - C. **Payment Terms.** District 67 shall pay District 67's Remaining Payment and District 67's Continuing Payments to the City in the total amount of \$157,595.11 no later than July 31, 2026.
3. **Relationship of the Parties.** Nothing contained in this MOU, nor any act of the City or District 67, respectively, shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or District 67 respectively.
4. **Compliance with Laws.** During the Term of this MOU, the Parties shall at all times observe and comply with the applicable federal, state, and local laws, ordinances, regulations which may in any manner affect the performance of this MOU.
5. **No Third-Party Beneficiaries.** Notwithstanding any provisions herein to the contrary, this MOU is entered into solely for the benefit of the contracting Parties, and nothing in this MOU is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this MOU or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of District 67 and/or the City and/or any of their respective officials, officers, employees, volunteers, and or/agents.
6. **Modification.** Any terms or conditions of this MOU may be amended only by written amendment, duly executed by all Parties to the MOU.

7. **Severability.** If any provision of this MOU is held illegal, invalid, or unenforceable by a court of competent jurisdiction, the remainder of the MOU will remain valid and enforceable to the fullest extent permitted by law.
8. **Entire Agreement.** This MOU and the 2015 IGA between the City, District 67, and Lake Forest High School District 115, which is hereby incorporated by reference, represents the entire agreement between the Parties regarding the subject matter herein, and supersedes all prior agreements and understandings, both written and oral, regarding the subject matter herein, and no statement, promise or inducement made by either Party to the other that is not contained therein shall be binding.
9. **Updated SRO Agreement Contingency.** This agreement will only become effective upon the execution of the new Intergovernmental Agreement between the City and District 67 for the provision of SRO services.
10. **Counterparts.** This MOU may be executed in any number of counterparts, and by the Parties on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same MOU.

[signature page follows]

IN WITNESS THEREOF, the undersigned Parties have entered into this MOU.

CITY OF LAKE FOREST

SCHOOL DISTRICT 67

Mayor

School Board President

Date

Date

ATTEST:

City Clerk

School Board Secretary

Date

Date

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF LAKE FOREST
AND LAKE FOREST ELEMENTARY SCHOOL DISTRICT No. 67
RELATING TO CROSSING GUARD SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into as of the [] day of [] 2026 by and between LAKE FOREST ELEMENTARY SCHOOL DISTRICT No. 67, Lake County, Illinois, and Illinois public school district (the “District”), and the CITY OF LAKE FOREST, Lake County, Illinois, a home rule and special charter municipality (the “City”) (each also referred to as “Party” or, collectively, the “Parties”):

WITNESSETH

WHEREAS, the City is a special charter municipal corporation and Home Rule unit as defined by the State of Illinois; and

WHEREAS, the District is a public school district in Lake County, Illinois within the meaning of *The School Code* of Illinois, 105 ILCS 5/1-1 *et seq.*

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation, including the activities proposed by this Agreement; and

WHEREAS, the Parties share a long history of collaboration and cooperation, including activities that encourage a safe, pedestrian-friendly environment for children traveling to and from school, including the provision by the City of crossing guards at designated intersections; and

WHEREAS, the City has provided such crossing guard services in the past on a year-to-year basis; and

WHEREAS, the Parties desire to continue such crossing guard services for a period of five (5) years on a continual and ongoing basis, subject only to termination as provided for in this Agreement;

NOW, THEREFORE, the City and the District agree as follows:

SECTION 1. RECITALS. The foregoing recitals are incorporated into this Agreement as substantive provisions hereof.

SECTION 2. TERM. The services provided herein shall be for a term of five (5) years, commencing on the first day of student attendance for 2026-2027 school year and ending on the last day of student attendance for the 2030-2031 school year pursuant to the District calendar. This Agreement may be terminated pursuant to the terms outlined in Section 5 of this Agreement. This Agreement may be renewed in writing if acceptable to both Parties.

SECTION 3. CITY CROSSING GUARD SERVICES.

A. Current Crossing Guard Services. To assist children walking to and from school, the City shall provide no fewer than three (3) crossing guards pursuant to subsection D of this Section at intersections designated by the City upon consultation with the District. The District will pay a Base Fee to the City in ten (10) equal installments of \$1,400.00 per payment each year for the crossing guard services outlined in this Agreement. The City reserves the right to adjust the Base Fee on an annual basis pursuant to increases reflected in the Consumer Price Index (CPI), or an amount not to exceed 3%, whichever is less. The District retains the right to request a new crossing guard or guards if the District reasonably determines that the continued presence of the crossing guard would negatively impact or cause concern to the District, its students, its staff or community members. The City shall consider such requests in good faith. The City shall choose three individuals to serve as crossing guards. Notwithstanding the foregoing, the City shall retain full discretion regarding the individuals to be provided as crossing guards, including the number of crossing guards; provided, however, that, except for transitory personnel turnover, the City shall not reduce the number of crossing guards to fewer than three (3) without first giving the District at least sixty (60) days prior written notice. In the event that the City fails to provide at least (3) crossing guards, the District will reduce the payment(s) made to the City according to the number of crossing guard positions the District was required to fill and the number of days the District was required to fill those positions due to the City's failure.

B. Additional Crossing Guards. To the extent that the City, after consultation with the District, provides more than three (3) crossing guards during any school year, the District agrees to pay to the City a fee in the amount of fifty percent (50%) of the total salary and associated compensation relating to such additional crossing guard(s), within thirty (30) days of the District's receipt of the City's invoice for such fees.

C. Criminal Background Checks. The District shall initiate criminal background checks of crossing guards prior to assignment at the District. The City agrees to make all potential crossing guard candidates available to the District for fingerprint-based criminal background checks in accordance with Section 10-21.9 of the Illinois School Code. 105 ILCS 5/10-21.9. The crossing guards may not begin an assignment at the District until a fingerprint-based criminal background check in accordance with Section 10-21.9 of the Illinois School Code is initiated and checks of the Illinois State Police Murderer and Violent Offender Against Youth Registry, Illinois Sex Offender Database, and DCFS Child Abuse and Neglect Tracking System have been completed. The City shall not assign any crossing guard to the District if his or her criminal background check reveals convictions that would subject an individual to license suspension or revocation pursuant to Section 21B-80 of the Illinois School Code or who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987.

D. Faith's Law. The City is responsible for obtaining information required under Faith's Law, 105 ILCS 5/22-94, pertaining to criminal background checks, allegations of inappropriate conduct, applicant statements and former employer contact information and providing the complete and original results to the District.

E. No Employment by District. The Parties acknowledge and agree that the crossing guards to be provided by the City pursuant to this Agreement are not employees or agents of the District and the District has no right to control the terms and conditions of the crossing guard's employment. The crossing guards shall not be eligible to participate in any of the District's employee or fringe benefit programs, including, but not limited to, any pension, vacation, disability, or insurance (including, but not limited to, workers' compensation insurance), which the District may maintain for the benefit of its employees. The City agrees to provide notice to the crossing guards that they are not employees of the District and are not entitled to any of the foregoing employee or fringe benefit programs.

F. Employment by the City. The Parties agree that the City shall have the complete and sole discretion to determine the terms and conditions of the employment of the crossing guards. The District acknowledges that the City shall have the complete and sole discretion, after consultation with the District, to enter into a subcontract for the employment of the crossing guards, pursuant to the terms and requirements of this Agreement. The City acknowledges that, in the event the City enters into a subcontract for the employment of the crossing guards, this Agreement shall remain in full force and effect and the City's responsibilities under this Agreement will remain unchanged.

G. Adherence to Applicable Law. The City shall require the crossing guards to abide by all applicable federal, state and local law, statutes, regulations, and rules.

H. Background Checks and Fitness of Candidates for Crossing Guard Work. All persons employed or who seek employment as crossing guards shall be subject to a background check to the extent permitted by law. The background check shall determine, at a minimum: (1) the name, age, and address of the person; (2) the length of time the person has resided at his or her current address; (3) whether the person has ever been convicted of a felony; and (4) whether the person has ever been convicted of any offense identified at Section 5/10-21.9(c) of the School Code, 105 ILCS 5/10-21.9(c). The City and the District hereby agree that no person shall be employed as a crossing guard whose background check or any checks required by Faith's Law disclose any conviction as described in this subsection or any other subsection or reveals other criminal conduct, inappropriate behavior, or information which reasonably calls into question such individual's fitness to serve as a crossing guard. The City and the District shall work cooperatively in the event that the District raises concerns about a crossing guard's fitness for duty. or otherwise causes the District to be concerned about the individual's interacting with students

I. Allocation of Liability/Indemnification. The Parties agree that any liability arising from the provision of the crossing guards pursuant to this Agreement shall be allocated to the City as permitted under Section 7-101 of the Tort Liability Act, 745 ILCS 10/7-101. The City further agrees that to the fullest extent permitted by law, the City will indemnify, protect, defend and hold harmless the District, its Board, Board members, officers, officials, agents, volunteers, employees and their successors and assigns from any and all liabilities, losses, claims, demands, liens, costs, damages, interests, fines, penalties or expenses, including without limitation, reasonable attorneys' fees and litigation costs arising under, out of, through or by virtue of the any act or omission of the City or its employees, including without limitation, crossing guards, in the performance of this Agreement,.

J. Additional Consideration. As additional consideration for this Agreement and in recognition for the contributions made by District teachers and staff to the City and its residents, the City hereby agrees to provide District teachers and staff with the opportunity, upon providing confirmation to the City of current employment with the District, to purchase passes and stickers for City beaches at the price designated as the resident fee for such pass or sticker.

SECTION 4. AMENDMENTS: TERMINATION. The City and the District agree that any amendment to or modification of this Agreement must be in writing and signed on behalf of both Parties. In addition, either Party may terminate this Agreement, but such termination must be noticed in writing by a duly authorized agent of the Party requesting such termination and shall not be effective until thirty (30) days after the delivery of such termination notice.

SECTION 5. GOVERNING LAW: SEVERABILITY. This Agreement shall be subject to and construed in accordance with the laws of the State of Illinois and any applicable federal laws. If any portion of this Agreement is determined to be

unenforceable, such determination shall not affect the enforceability of the remainder of the Agreement, which shall remain in full force and effect.

SECTION 6. ASSIGNMENT. Neither party hereto may assign its respective rights or duties hereunder.

SECTION 7. WAIVER OF BREACH. If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party, nor shall it prevent either party from enforcing such provisions.

SECTION 8. RELATIONSHIP OF PARTIES. Nothing in this Agreement shall be construed to consider any party, or its respective employees or agents, as the agents or employees of the other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the Cit and the District. No party shall become bound, with respect to third parties, by any representation, act, or omission of the other party. This Agreement is for the benefit of the Parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.

SECTION 9. THIRD PARTY BENEFICIARY. This Agreement shall not be construed as to create a duty on a Party to a nonparty or a right of a nonparty to enforce any provision of this Agreement, even a provision whose enforcement would benefit the nonparty.

SECTION 10. INTERPREATION. Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative works or other genders. Words importing the singular shall include the plural and vice versa unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligation of such person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms and conditions of this Agreement.

SECTION 11. CORORATE AUTHORITY. Each party represents and warrants that the person whose name appears on the signature page below is or has been delegated the lawful and corporate authority to enter into this Agreement on behalf of that party. Following initial approval of this Agreement by the City Board and the District Board and except for amendment of this Agreement, the City Manager and the Superintendent, or their designees, shall have authority to execute and do all actions contemplated to be done by the City and the District respectively under this Agreement.

SECTION 12. ENTIRE AGREEMENT: AMENDMENT. This Agreement contains the entire understanding of the City and the District and supersedes all prior oral or written representations or statements. No amendment or variation of the terms and conditions of this Agreement shall be valid or enforceable unless made in writing and signed by the City and the District.

SECTION 13. EXECUTION. This Agreement shall be executed in a sufficient number of counterparts so that the City and the District shall each have a copy of this

Agreement containing original signatures. Each of the counterparts shall be executed by the City and the District, and all counterparts shall be regarded for all purposes as one original and shall constitute and be but one and the same.

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be duly executed by their duly authorized officers as of the date first set forth as the beginning of this Agreement.

CITY OF LAKE FOREST

LAKE FOREST ELEMENTARY SCHOOL
DISTRICT No. 67

Jason Wicha,
City Manager

Matthew Montgomery
Superintendent

ATTEST:

ATTEST:

City Clerk

Secretary

DATE:_____

DATE:_____