

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

Monday, July 15, 2024
220 E. Deerpath
Lake Forest, IL 60045

CALL TO ORDER AND ROLL CALL immediately following the Finance Committee at 6:30 p.m.

Honorable Mayor, Stanford R. Tack

Nancy Novit, Alderman First Ward

Peter Clemens, Alderman First Ward

Edward U. Notz, Jr., Alderman Second Ward

John Powers, Alderman Second Ward

Ara Goshgarian, Alderman Third Ward

Alice LeVert, Alderman Third Ward

Eileen Looby Weber, Alderman Fourth Ward

Richard Walther, Alderman Fourth Ward

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. **COMMENTS BY MAYOR**

2. **COMMENTS BY CITY MANAGER**

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

4. **COMMITTEE REPORTS**

PUBLIC WORKS COMMITTEE

1. **Overview of Lake Woodbine Bridge Project (on omnibus)**

- Byron Kutz, P.E., Superintendent of Engineering

2. **Approval to Waive the Bid Process and Award Installation of Watermain at the Deerpath and Green Bay Roads Intersection to DiMeo Brothers, Inc., and Authorize the City Manager to Execute an Agreement in the Amount of \$234,800 to Include a 10% Contingency in the Amount of \$23,480 for a Total Cost of \$258,280**

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

PURPOSE AND ACTION REQUESTED: City staff is requesting City Council waive the bid process and approve an agreement with DiMeo Brothers to install watermain through the Deerpath and Green Bay Intersection for a total amount of \$234,800 plus a contingency in the amount of \$23,480.

BACKGROUND/DISCUSSION: As has been reviewed with City Council over the past year, the City will undertake a streetscape project along Deerpath Road from Oakwood to Western Avenues in spring, 2025. Part of the overall project is a locally-funded watermain project to

replace the deteriorating 8" watermain on Deerpath east of Green Bay to east of Western with a larger 12" watermain. This FY2026 budget did not originally include any watermain improvement work through the Green Bay Road Intersection. The professional engineering firm completing the watermain design recently confirmed that watermain improvements through the Green Bay Road intersection are necessary to ensure effective water pressure. The majority of the watermain project is planned for construction in advance of the streetscape, but during planning efforts, staff identified the magnitude of traffic impacts with the work specifically in the Green Bay intersection. Performing this work in the Green Bay intersection will logistically be extremely challenging and will require detours and the use of flaggers. Therefore, staff is recommending replacing the water main through the Green Bay intersection during the second week of August of this year. This will allow for less disruptions to the community as well as taking advantage of low traffic volumes immediately after Lake Forest Day. All work will be completed prior to school commencing. The other disruptive portion of the watermain project, installation of watermain through the Western Ave intersection, will take place during Spring Break week 2025 while traffic volumes are also significantly lower.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council Workshop	7/1/2024	Staff presentation to explain reason for installing the Deerpath and Green Bay Intersection watermain in advance of Deerpath Streetscape Project

BUDGET/FISCAL IMPACT: If approved, this project is expected to begin just after Lake Forest Day with work completed prior to the start of school (while traffic volumes are lower than normal).

Property owners living near the detour will be notified in advance. The City's Engineering staff will provide daily oversight, and work with the City's Communications Manager to ensure progress updates are provided daily to the public.

Has City staff obtained competitive pricing for proposed goods/services? **No.** Administrative Directive 3-5, Section 9.2 –Waiver of Procedures (requires 2/3 vote). The City did not perform the traditional bidding process due to urgency of the work but did seek three quotes from recent underground contractors that have performed satisfactorily in the City which are shown below:

Company Name	Amount
DiMeo Brothers, Inc. (Burr Oak Storm Sewer)	\$234,800
Joel Kennedy Constructing Corp. (Deerpath watermain from Ahwahnee Lane to Golf)	\$242,180
A Lamp (Sir William watermain)	Unavailable

DiMeo Brothers performed the Burr Oak Storm Sewer project to the satisfaction of City staff. They also have repaired multiple water main breaks where deep excavations were required. Again, they were very timely in their response and the City was charged a fair price for their services.

Below is an estimated summary of project budget:

FY 2025 Funding Source	Amount Budgeted	Amount Requested	Budgeted Y/N
Water Mains 508-3703-477-77-07	\$0	\$258,280	N*

*While there are no allocated FY2025 funds to support the installation of watermain at the Deerpath and Green Bay intersection, the FY2026 proposed capital improvements budget shows funding in the amount of \$950,000 to complete watermain installation east of Green Bay Road to the east side of the Western Avenue. This \$950,000 funding budget did not originally include any watermain improvement work through the Green Bay Road Intersection. The professional engineering firm completing the watermain design recently confirmed that watermain improvements are needed to also occur through the Green Bay Road intersection. This is to ensure effective water pressure is being realized as part of the future watermain improvement project that extends from Green Bay Road to Western Avenue. This is an unbudgeted expense. If necessary, the City Council will be asked to approve a supplemental appropriation at the close of the fiscal year.

This is a line-item bid (not a lump-sum) meaning costs are only incurred for work performed in the field. There would be potential cost savings for any work not necessary during construction.

COUNCIL ACTION: Approval to Waive the Bid Process and Award Installation of Watermain at the Deerpath and Green Bay Roads Intersection to DiMeo Brothers, Inc., and Authorize the City Manager to Execute an Agreement in the Amount of \$234,800 to Include a 10% Contingency in the Amount of \$23,480 for a Total Cost of \$258,280

FINANCE COMMITTEE

1. GFOA Certificate of Achievement for Excellence in Financial Reporting Award Presentation

PRESENTED BY: Eileen Looby Weber, Finance Committee Chairman

The City has received notification that it has once again been awarded the Government Finance Officers Association **Certificate of Achievement for Excellence in Financial Reporting** for its FY23 Annual Comprehensive Financial Report. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment is a significant accomplishment by a government and its management.

In an April 2024 GFOA news release, it is noted that "The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive spirit of full disclosure to clearly communicate its financial story and motivate potential users and user groups to read the report."

The City has received this prestigious award for the **45th consecutive year**.

In addition to the Certificate of Achievement, an **Award of Financial Reporting Achievement** is presented by the GFOA to the individual designated as instrumental in their government unit's achievement of the Certificate. I am pleased to present this award to Diane Hall, Assistant Finance Director. Diane serves as the primary liaison to the City's independent audit firm, Baker Tilly. She coordinates the annual audit process and preparation of the City's annual financial report.

The Government Finance Officers Association (GFOA) is a professional association founded in 1906 serving the needs of more than 21,000 appointed and elected local, state, federal and provincial-led government officials in the United States and Canada. GFOA's mission is to advance excellence in public finance. The GFOA awarded the Certificate of Achievement to 4,052 governmental units for the fiscal year ended 2022. In Illinois, 329 organizations received the award – 4.7% of the total 6,963 units of government in the state.

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

OPEN PUBLIC HEARING

Mayor Tack

1. Consideration of the Annual Appropriation Ordinance for FY2025 and Approval of Rollovers (Final Reading – Public Hearing Required)

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

PURPOSE AND ACTION REQUESTED: Staff requests the City Council conduct a public hearing and approve final reading of the FY2025 appropriation ordinance and rollovers.

BACKGROUND/DISCUSSION: While the annual municipal budget represents the City's financial "plan" for expenditures over the course of the fiscal year, the annual Appropriation Ordinance is the formal legal mechanism by which the City Council authorizes the expenditure of public funds. It appropriates specific sums of money by object and purpose. 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 15, 2024 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 debt 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. This eliminates both under and over budgeting of funds in the new fiscal year. The items on the attached rollover list (**page 29**) consist of projects that were appropriated in FY2024 and will not be completed until FY2025.

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.

An Exhibit has been added to the Appropriations Ordinance to address requirements of the Illinois Pension Code and Illinois Administrative Code.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	6/17/24	First Reading of the appropriations ordinance
City Council	4/15/24	Adoption of FY25 Comprehensive Fiscal Plan

BUDGET/FISCAL IMPACT: The attached Appropriation Ordinance Worksheet (**page 32**) demonstrates the reconciliation of the Adopted Budget to the Appropriation Ordinance by fund. It should be noted that some rollovers have associated revenues which will also be incorporated into the FY25 budget administered by City staff.

COUNCIL ACTION: Conduct a public hearing on the City's FY2025 Annual Appropriation Ordinance. Upon closing the public hearing, it is recommended that the City Council consider approval of the final reading of the Ordinance (page 33) and the rollovers. A copy of the ordinance is available for review by the public in the City Clerk's office.

CLOSE PUBLIC HEARING

2. Approval of an additional FY24 Transfer out of the General Fund as directed by the City Council in the Amount of \$1.1 Million to Fund One-Time Expenditures, to be determined at a later date.

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

PURPOSE AND ACTION REQUESTED: Staff requests City Council approval of an additional transfer of \$1.1 million from the General Fund due to an operating surplus for Fiscal Year 2024

higher than projected. The July 15 meeting is the final meeting the City Council could authorize any change in the City's FY24 financials. Direction from the City Council as to the specific use of the funds would be determined at a later date, but direction is needed at this time related to the specific funds to receive the additional transfer.

BACKGROUND/DISCUSSION: The General Fund is used to account for the majority of personnel and operating costs of the City. The City strives to transfer operating budget surpluses in the General Fund to the Capital Improvement Fund to supplement the City's Five-Year Capital Improvement Program or to other funds to support one-time funding needs. In previous years, the City Council elected to increase General Fund reserves in order to insulate the City against potential budget impacts of the State's fiscal crisis. With General Fund reserves well above the City's minimum threshold (35% of revenue plus accrued vacation/sick liability), the City Council has taken action to incorporate the following provision in its City Council Fiscal Policy:

Unassigned fund balances should be equal to no less than 35% of non-pass through operating revenues for the General Fund plus accrued sick and vacation leave. In recent years, the City Council has intentionally accumulated excess General Fund balance reserves to mitigate potential impacts of the State of Illinois fiscal crisis (ie. loss of State-shared revenue or imposition of property tax limitations). Recognizing that General Fund reserves as of 4/30/18 are sufficient to address State impacts, the FY19 operating surplus of the General Fund was transferred to the Capital Improvement Fund. Until further revision to the City Council Fiscal Policy is approved, the City may allocate future General Fund operating surpluses at fiscal year-end to one-time funding needs as determined annually by the City Council. The City will seek to maintain General Fund reserves at 70% of revenues.

As of July 1, the Finance Department has completed entries to close out the 2024 fiscal year and prepare for the independent financial audit that began on July 8. Based on these pre-audit numbers, staff project that an additional transfer of \$1.1 million can be made in FY24 to maintain the fund balance target (70% of revenue) as of 4/30/24 net of rollovers. Part of this additional transfer is due to a budgeted \$500,000 to the Self Insurance Fund that is not required for FY24 due to positive claims experience. The remaining amount is due to expenses at year end that are less than the projections submitted by departments during the FY25 budget development.

With General Fund reserves healthy, the additional funds could be used for a variety of one-time purposes. Staff is recommending that the City Council transfer the additional surplus to the Capital Improvements Fund. The proposed transfer would make additional funds

available for the City Council's consideration of future capital expenditures to be reviewed in November 2024.

Why did the City end up having this additional money?

Historically, the City has opted to take a conservative approach in making revenue and expenditure budget projections. This has resulted in operating surpluses exceeding budget forecasts in most years. This approach has been very helpful in reducing the City's dependency on debt financing for capital and other one-time expenses. Each year, the City Council has the opportunity to transfer General Fund operating surpluses to target the highest priority needs.

Will the City continue to have substantial operating surpluses at year end?

The City of Lake Forest has had a long-standing practice of budgeting conservatively, which makes an operating surplus at year-end more likely. Primary revenue assumptions are determined as part of the budget development. Personnel costs account for nearly 75% of annual General Fund expenses and the City budgets for full employment. Natural turnover in employment results in expenditure savings each year.

BUDGET/FISCAL IMPACT: The recommended action would result in \$1.1 million being transferred from the General Fund to the Capital Improvements Fund to support one-time expenses as directed by the City Council at a future date.

FY2024 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
General Fund	n/a	\$1,100,000	N

The transfer is not budgeted and does not necessitate a supplemental appropriation ordinance. It will be funded from one-time revenue, revenues in excess of budget and expense savings in FY2024.

COUNCIL ACTION: Approval of an additional FY24 Transfer out of the General Fund as directed by the City Council in the Amount of \$1.1 Million to Fund One-Time Expenditures, to be determined at a later date

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION
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1. Approval of the June 17, 2024, City Council Meeting Minutes

A copy of the minutes can be found beginning on **page 46**.

COUNCIL ACTION: Approval of the June 17, 2024, City Council Meeting Minutes

2. Approval of the July 1, 2024, City Council Workshop Meeting Minutes

A copy of the minutes can be found beginning on **page 50**.

COUNCIL ACTION: Approval of the July 1, 2024, City Council Workshop Meeting Minutes

3. Approval of the Check Register for the Period of May 25 – June 28, 2024

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

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

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

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

Check Register for May 25 - June 28, 2024

	Fund	Invoice	Payroll	Total
101	General	590,793	1,808,210	2,399,003
501	Water & Sewer	288,408	216,333	504,741
220	Parks & Recreation	266,116	545,395	811,510
311	Capital Improvements	1,081,376		1,081,376
202	Motor Fuel Tax	173,362		173,362
230	Cemetery	76,798	54,032	130,831
210	Senior Resources	17,933	32,401	50,334
510	Deerpath Golf Course	31,392	2,656	34,047
601	Fleet	86,096	67,333	153,429
416 - 434	Debt Funds	530,556		530,556
248	Housing Trust			0
201	Park & Public Land	40,235		40,235
	All other Funds	1,531,124	207,226	1,738,350
		\$4,714,190	\$2,933,586	\$7,647,776

The subtotal labeled "All other Funds" includes \$575,937 in Water and Sewer capital improvements and \$529,830 in medical and dental claim expenses in the Self Insurance Fund.

COUNCIL ACTION: Approval of the Check Register for the Period of May 25 – June 28, 2024

4. Approval of a Memorandum of Understanding between the City of Lake Forest and Lake Forest Library

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

PURPOSE AND ACTION REQUESTED: Staff is requesting City Council approval of a Memorandum of Understanding with the Lake Forest Library to allow the library to utilize the City's investment platform eConnectDirect to invest idle cash reserves and achieve a higher interest rate.

BACKGROUND/DISCUSSION: The City and Lake Forest Library have a long history of partnership that reduces overall costs to Lake Forest taxpayers. The City provides financial services including payroll, cash receipts, accounts payable and cash depository services for a nominal administrative charge. Lake Forest library employees participate in the City's Illinois Municipal Retirement Fund (IMRF) employer account as well as the City's medical and dental insurance programs.

Following the January 2024 City Council Finance Committee meeting on the City's investment program, Finance staff initiated discussions with Library staff to determine whether they might be interested in accessing alternative investment products via the City's partnership with Multi-Bank Securities eConnectDirect platform. Finance Director Holleb provided a demonstration to the Library Board Finance Committee on April 9 and the committee expressed interest in pursuing this option. An MOU was drafted and reviewed by the City Attorney's office, which was shared with the library for review and consideration. On June 18, the Library Board of Trustees took the following actions:

- Passed a Resolution adopting the same investment policy as the City of Lake Forest's Investment Policy,
- Approved the Draft Memorandum of Understanding with City of Lake Forest, and
- Designated the Library Executive Director as the Library's Investment Officer who will execute investment decisions under the overall direction of the Library Finance Committee.

At this time, the proposed MOU (**Page 53**) is presented to the City Council for approval.

BUDGET/FISCAL IMPACT: N/A.

COUNCIL ACTION: Approval of a Memorandum of Understanding between the City of Lake Forest and Lake Forest Library

5. **Approve the Purchase of Starcom Radios, Equipment and Programming in the Amount of \$124,816 for the Fire Department from State Bid Vendor Motorola Solutions.**

STAFF CONTACT: Fire Chief Pete Siebert, 847.810.3864
Battalion Chief Andrew Allan, 847.810.3869

PURPOSE AND ACTION REQUESTED: Staff requests City Council grant authorization to purchase new radio equipment to facilitate a switch to the Starcom radio system. Items included in this purchase are mobile radios, portable radios, flashing/programming of current and new radios, miscellaneous replacement parts for stock, and a training class for one of our employees. The equipment is needed to broadcast the Starcom signal in our stations, equip all members with portables and allow for spare radios housed on vehicles. The spare equipment and training will allow in-house repairs and programming that will save money now and in the near future. Quotes for all purchases are attached to this request.

BACKGROUND/DISCUSSION: The Lake Forest Fire Department is currently a member of the Lake Shore Radio Network (LSRN), an intergovernmental consortium operating and maintaining a 30+ year old VHF radio communications and tower system. The system transmission quality has degraded over the years, necessitating many electronic patches and work-a-rounds, and has now reached the point where several member communities have experienced multiple issues regarding the quality of the radio system operation. A multitude of LSRN tests, checks, studies, and equipment adjustments have been attempted system-wide to improve transmission and reception quality without success. We will continue to operate on the VHF network when needed, but ultimately, our day-to-day radio operations will all be moving to the Starcom system. The upgrades to our current stock of portable and mobile radios will not only allow us to communicate effectively with our neighbors, and it will also position Lake Forest to seamlessly switch completely to the Starcom Radio system in the near future. The move to Starcom has been in the planning for some time, but the increase in so many neighboring agencies making the switch has sped up our timeline. By making these upgrades and improvements in our portable radios, we will be able to transition to a Starcom system much sooner, and with less of a financial impact. The fire department was approved through the FY25 budgeting process for \$125,000 to complete these upgrades using funds available in the Joint Emergency Telephone Fund (JETSBS) account, and we are formally asking for approval to use the JETSBS funds for these purchases.

Discounted Pricing: Radio pricing is established by state bid. Motorola is under state contract with fixed pricing until the end of 2024. Following negotiations, Motorola offered a sizeable discount for Glenview consolidated dispatch agencies, which includes reductions for using State-bid pricing and an additional Motorola equipment reduction.

Interoperability: Many of our neighboring fire and police departments, including the Lake Forest Police Department, have recently switched to the Starcom radio platform. Upgrading all of our portables, will allow us to communicate effectively with our police department, when we respond to other communities, and when surrounding communities respond to Lake Forest to assist us. Lake Forest Fire routinely works together on incidents with Libertyville, Mundelein and Countryside, all of which now operate on Starcom. The Dual Band radios will also enhance communications on calls for mutual aid to the many agencies in Lake County that have made the switch to Starcom. This update will provide improved communication ability for all members of the Lake Forest Fire Department and will greatly increase the safety of our members on emergency responses in any jurisdiction.

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

If no, indicate the specific exception or waiver requested:

Administrative Directive 3-5, Section 6.1D – Government Joint Purchase

Motorola Agreement and Pricing

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

Below is an estimated summary of Project budget:

FY2025 Funding Source	Account Number	Amount Budgeted	Amount Requested	Budgeted? Y/N
Emergency Telephone Fund (JETS)	205-7552-475.75-18	\$125,000	\$124,816	Y

COUNCIL ACTION: Approve the Purchase of Starcom Radios, Equipment and Programming in the Amount of \$124,816 for the Fire Department from State Bid Vendor Motorola Solutions.

- 6. Approval to Award a Contract to Zenon Environmental Corporation to Purchase Replacement Membrane Modules Included in the FY '25 Budget, in the amount of \$124,000 and \$30,000 for Spare Membrane Train Parts, for a Total of \$154,000**

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

PURPOSE AND ACTION REQUESTED: The Public Works Committee and staff are recommending City Council authorization to award a contract to purchase replacement membrane modules for filtration train number six (160 modules) under the FY '25 Membrane Module Evaluation/Replacement Project to Zenon Environmental Corporation (doing business as Veolia Water Technologies & Solutions). The modules on filtration train number six are the last remaining original membrane modules that have not been replaced. If approved by City Council this evening, the proposed membrane module replacement is scheduled to commence over wintertime, prior to next summer's high-water demand. The installation of replacement modules will be accomplished utilizing in-house Water Plant staff.

BACKGROUND/DISCUSSION: The Water Treatment Plant operates six filtration trains, encompassing a total of 960 ultrafiltration membrane modules. Each module has an estimated life expectancy of five to seven years, ensuring reliable performance and efficiency. Each filtration train is a fully integrated unit, comprising of 160 modules, and is equipped with electronic controls, high efficiency pumps and valves. These components work seamlessly together to produce high-quality finished water. In early 2022, the membrane modules in filtration trains one and two were replaced, followed by trains three, four, and five in 2023. All replacements were installed utilizing in-house Water Plant staff. The replacement modules have significantly improved the plant's production capacity, enabling the City to effectively meet the increased demand during the summer periods of 2022 and 2023. Although production capacity was improved to meet demand, the performance of the remaining train (one out of six) continues to decline as the membrane modules age. As these module's deteriorate, they exhibit excessive fouling, significantly reducing water production and necessitates frequent offline rotations for cleaning. The shortened runtime cycle not only negatively impacts overall capacity but also increases operating costs due to higher consumption of cleaning chemicals and the inefficient use of electricity. To mitigate this, it is essential to replace membrane modules as they reach the end of their useful life. This proactive measure will ensure that the Water Plant can maintain sufficient drinking water production capacity and operate efficiently. Purchasing and installing the replacement membrane modules for filtration train number six, the last original train since being installed in 2019, will ensure the Water Plant continues to meet the 11.4 MGD design capacity. The next replacement cycle is budgeted to begin in FY2028.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	6/17/2024	Reviewed and approved purchasing replacement modules from Zenon/Veolia

BUDGET/FISCAL IMPACT:

Has City staff obtained competitive pricing for proposed goods/services? **No**
Administrative Directive 3-5, Section 6.1I – Existing Relationship

Zenon's proposal to supply the replacement modules for Train number six is \$124,000 and is included in the FY'25 water fund C.I.P. budget. Under the City's and Zenon's contract 2-2015, the specification language included pro-rated module price guarantees that reduced the purchase cost of modules by approximately 53.1%. The pro-rated pricing is based on a 10-year membrane life as presented in a 20-year total cost of ownership bid.

The remaining \$30,000 is being requested to purchase additional spare parts to replace aging wear parts on the filtration trains, such as pumps, valves, and couplings. These parts are proprietary and manufactured or sourced exclusively for Zenon, resulting in long lead times for delivery. Having these critical components on hand is essential to prevent costly breakdowns and ensure continuous, reliable operation of the filtration trains.

Below is the Project budget:

FY2025 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Water Capital Improvement Fund 508-6003-467-67.49	\$180,000	\$154,000	Y

COUNCIL ACTION: Approval to Award a Contract to Zenon Environmental Corporation to Purchase Replacement Membrane Modules Included in the FY '25 Budget, in the amount of \$124,000 and \$30,000 for Spare Membrane Train Parts, for a Total of \$154,000

7. Approval of Expenditures Related to the Deerpath Bridge Abutments and Rt.41 Ramps Landscaping Project in the Amount of \$45,884

STAFF CONTACT: *Chuck Myers, Superintendent of Parks & Forestry (810-3565)*

PURPOSE AND ACTION REQUESTED: City staff requests City Council approval of expenditures related to the Deerpath Bridge Abutment and Rt.41 Ramps Landscaping Project in the Amount of \$45,884.

BACKGROUND/DISCUSSION: Upon completion of the IDOT Pump Station Project and the restoration of the golf course ponds, City staff completed the landscape restoration of the pump station and the City parkways along Deerpath. As part of the IDOT Pump Station Project, infrastructure improvements were also made to the Deerpath and Rt. 41 area, including the landscaped areas along the Rt. 41 ramps and near the Deerpath bridge abutments. These areas had been in need of landscape improvements for many years. Recognizing their importance as a gateway to the City, the Civic Beautification Committee identified these areas as a priority for improvements.

BUDGET/FISCAL IMPACT: The majority of the restoration and landscaping required after the completion of the IDOT Pump Station Project was funded by State funds through the IDOT project. However, City staff recognized the need to budget for landscaping improvements to the adjacent areas along the bridge abutments and Rt. 41 ramps, which were not covered by

State funding. These improvements were included in the FY2023 Capital Improvement Plan (CIP).

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

Due to the nature of the project, staff purchased individual items from several vendors. The items purchased included plant material, mulch, stone, and various other landscape materials.

FY2024 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund 311-5803-467.67-14	\$90,000	\$45,884	Y

COUNCIL ACTION: Approval of Expenditures Related to the Deerpath Bridge Abutments and Rt.41 Ramps Landscaping Project in the Amount of \$45,884

8. Approval of a Purchase to Replace a Skid Steer Loader to Burris Equipment in the Amount of \$99,277

STAFF CONTACT: *Jim Lockfeer, Assistant Director of Public Works (810-3542)*

PURPOSE AND ACTION REQUESTED: The Public Works Committee and City staff request City Council approve of a purchase to replace a Streets Section skid steer loader to Burris Equipment in the amount of \$99,277.

BACKGROUND/DISCUSSION: This recommended purchase will replace an existing skid steer loader in service and utilized by the Streets Section since 2010. The accrued operating hours for the existing skid steer are over 2,800 hours. The skid steer is used for snow operations, asphalt resurfacing, material loading, and special projects. It is also used by other Public Works Operating Sections to include Parks, Forestry, Sanitation, and Water & Sewer. After 14 years of in-service operation hours, the skid steer has exceeded its estimated useful life for City operations.

The most significant concern with the current skid steer is that there is advanced rust and corrosion that has developed over the years that is beyond the repair. There are also a number of ongoing and costly electrical issues with the wheel speed sensors, throttle sensors, operator controls, and the wiring harness. Lastly, the hydraulic system is worn which makes it difficult for operators to maintain consistent pressure with controls.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	11/20/23	Reviewed & Approved FY25 Capital Equipment List
Finance Committee	11/13/23	FY25 Capital Equipment Replacement List Included in Meeting Packet

BUDGET/FISCAL IMPACT: The purchase price provided by Burris Equipment is Sourcewell pricing. Sourcewell, formerly National Joint Powers Alliance, was created by State law as a service cooperative to provide programs and services to members in education and government. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. Sourcewell is a public agency governed by an eight-member board. The City has previously utilized national bids to include Sourcewell, Omnia Partners, State bid, and the Suburban Purchasing Cooperative for equipment and services. The City has purchased equipment from Burris Equipment previously. The City has had positive experiences and success in purchasing vehicles from Burris Equipment.

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:

FY2025 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund 311-5003-475-75-02	\$90,000	\$99,277	Y

If necessary, a supplemental appropriation ordinance will be submitted for City Council approval at the end of the fiscal year. City Council approval this evening will allow staff to place the orders now with an anticipated delivery date of fall of 2025. Once the new skid steer is put into service, the City will place the existing skid steer up for sale via the competitive bidding process, and assuming a bid of \$4,000 or higher is received, staff will return to City Council to approve its official sale. Staff currently anticipates that the sale of the existing skid steer will result in a bid price of at least \$10,000.

COUNCIL ACTION: Approval of a Purchase to Replace a Skid Steer Loader to Burris Equipment in the Amount of \$99,277

- 9. Approval of Phase I Design Engineering Services for the Westleigh Road Resurfacing Project to Strand Associates, Inc., and Authorize the City Manager to Execute an Agreement in the Amount of \$87,030 to Include a 5% Contingency in the Amount of \$4,352 for a Total Cost of \$91,382**

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

PURPOSE AND ACTION REQUESTED: The Public Works Committee and Staff request approval of Phase I design engineering services to Strand Associates in the amount of \$87,030 plus \$4,352 contingency for a total of \$91,382.

BACKGROUND/DISCUSSION: Westleigh Road from Skokie Valley Road (US-41) to Western Avenue is an east-west roadway classified as a minor arterial and is under the jurisdiction of the City of Lake Forest. Westleigh Road was last resurfaced by the City in 2004. Pavement condition testing by the City from 2023 shows a surface PCI rating of 56, which is below the City's system-wide pavement condition goal of 65. In January 2024, Staff submitted for a grant through the Lake County Council of Mayors STP (Surface Transportation Program). This project scored well during the 2023 Lake County Council of Mayors STP grant application process and

is currently on the contingency list for Federal Fiscal Year 2028. The project scope includes pavement patching, intermittent sidewalk and curb patching, upgrading corner sidewalk ramps to meet current ADA standards, pavement striping, detector loop replacement, and consideration of a Rectangular Rapid Flashing Beacon (RRFB) at the mid-block crossing at Basswood Road. To pursue federal funding the City is required to follow IDOT guidelines in terms of project design and contract specifications.

Once completed, the design will be submitted to IDOT for their review and comments. To Improve the City's chances for the January 2026 STP application cycle, the City wants to begin Phase I design by August 2024 and obtain phase I design approval by Fall 2025. The anticipated phase I duration including review time by IDOT is 6 to 9 months. Staff would then reapply for the STP Program in January 2026. Should the City be selected for a construction grant in that cycle, staff would then look to consult out a phase II design in Summer 2026. This would then allow for the Phase II design to be completed prior to a Spring 2028 IDOT bidding. Tentative construction pending grant selection is Summer 2028. All timeframes referenced are subject to IDOT review timelines as well as pending award of a grant.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	6/17/2024	Reviewed & Recommended City Council Approval of Phase I Design
Finance Committee	11/13/2023	Included in Capital Plan

BUDGET/FISCAL IMPACT: Construction of this project is currently unfunded, but Staff is pursuing STP grant funding (80%) in the amount of \$1,000,000 for which the City would need to match ~\$250,000 for a total current estimated construction cost of \$1,250,000. The current cost is estimated and is based on conceptual drawings. Any design and construction amount above that would be local capital funds. It is also expected that the city will consult out Phase II design which is estimated between \$100,000- \$150,000, and construction inspection as well which is estimated between \$150,000- \$200,000. Design and construction inspection for a federally funded construction project is generally more expensive than if the project is funded with local funds. Even with the increased costs for design/inspection, staff recommends pursuing federal funds for this and other arterial streets going forward to help reduce the burden on the local fund that is also used for residential resurfacing.

The Engineering Section solicited Request for Proposals (RFP) from professional engineering firms to perform civil engineering design services. Sixteen firms acquired the RFP package and seven submitted proposals. The proposals were reviewed by a committee of staff members. The RFP process emphasized the importance of design firms having recent IDOT design experience as this project will be reviewed by IDOT so that it would qualify for any future federal funds received.

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

The following is a summary of the seven proposals received:

Company Name	Proposal Amount
Strand Associates	\$87,030

CBBEL	\$117,596
BLA, Inc	\$124,172
GSG Consultants, Inc.	\$139,589
GHA	\$146,057
Horner & Shifrin	\$157,500
Thomas Engineering Group	\$168,010

Strand Associates has satisfactorily performed numerous projects for the Water Plant over the years. Strand has recent roadway design experience for other municipalities in this area.

The above price is strictly for Phase I design, should the City desire to proceed with Phase II it will have to be solicited separately in the future.

Below is an estimated summary of project budget:

FY 2025 Funding Source	Amount Budgeted	Amount Requested	Budgeted Y/N
Capital Fund 311-3703-467.67-11	\$125,000	\$91,382	Y

COUNCIL ACTION: Approval of Phase I Design Engineering Services for the Westleigh Road Resurfacing Project to Strand Associates, Inc., and Authorize the City Manager to Execute an Agreement in the Amount of \$87,030 to Include a 5% Contingency in the Amount of \$4,352 for a Total Cost of \$91,382

10. Approval of Phase III Construction Engineering Services for the Lake Woodbine Bridge Project to Civiltech Engineering, Inc., and Authorize the City Manager to Execute an Agreement in the Amount of \$342,565 to Include a 5% Contingency in the Amount of \$17,128 for a Total Cost of \$359,693

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

PURPOSE AND ACTION REQUESTED: The Public Works Committee and Staff request approval of Phase III construction engineering services to Civiltech in the amount of \$342,565 plus \$17,128 contingency for a total of \$359,693.

A separate item on tonight's agenda related to the construction of the Lake Woodbine Bridge is approval of the necessary IDOT agreements.

BACKGROUND/DISCUSSION: The Lake Woodbine Bridge, constructed circa 1912, is a three-span concrete arch bridge over a ravine, located on Lake Road near the Woodbine intersection. In February 2011, the City requested grant funds under what was then known as the Highway Bridge Replacement and Rehabilitation Program (BRP) to be used toward the design of the reconstruction of the Lake Woodbine Bridge for which the phase I design process started. The 2021 sufficiency rating of the bridge was 25 (the IDOT Bridge Sufficiency Rating Scale is from 1 to 100 with 1 being the worst and greater than 50 considered satisfactory per Federal guidelines). The load rating of the bridge has been reduced over the past several years following findings from a thorough inspection performed as part of the City's bridge study. The project will remove the existing bridge and replace it with a clear-span

concrete thrust-arch structure and railings that will recognize and be compatible with the historic character of the surrounding historic district.

A summary of project milestones completed since 2021 can be found below:

- Final Plan Submittal to IDOT on April 22, 2024
- Public Information Meeting #3 'Open House' on March 5, 2024
- Certificate of Appropriateness form the Historic Preservation Commission received on March 16, 2022
- Public Information/Input meeting #2 held on February 16, 2022
- Public Information/Input meeting #1 held on December 13, 2021

The design-team is coordinating with IDOT on remaining items needed to proceed with a state bidding on August 2, 2024. Tentative construction is demolition of the existing bridge starting in early January 2025 with the bridge reopening in late September or early October 2025. Staff recommends getting a consultant under contract in advance as many consultants have an extensive backlog, and also so the consultant has time on the front end for coordination and extensive communication outreach prior to start of the project.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	6/17/2024	Reviewed & Recommended City Council Approval for Phase III Construction Engineering
Finance Committee	11/13/2023	Phase III Construction Engineering Included in Capital Plan
City Council	4/17/2023	Award of Phase II Design Engineering to H.W. Lochner
Public Works Committee	4/3/2023	Reviewed & Recommended City Council Approval for Appropriating \$150,000 in additional RBI Funds, and Award of Design Engineering to H.W. Lochner
City Council	3/20/2023	Approval for Appropriating \$250,000 in RBI Funds for Phase II Design
Public Works Committee	3/6/2023	Reviewed & Recommended City Council Approval for Appropriating \$250,000 in RBI Funds for Phase II Design
Finance Committee	11/08/2021	Phase II Design Included in Capital Plan

BUDGET/FISCAL IMPACT: Construction of this project will be partially funded by the Illinois Special Bridge Program (ISBP) with the remaining balance to be funded by local capital funds. The City submitted for an ISBP grant on October 5, 2021; and was notified on August 17, 2022, of an award of \$1,945,000 for construction. The current estimated construction cost is \$2,600,000 which is based on design estimates; actual costs will not be known until after the August 2, 2024 State Bidding. Any costs above the available federal funds in general would be local capital funds.

The Engineering Section solicited Request for Proposals (RFP) from professional engineering firms to perform civil/structural engineering construction inspection services. Seventeen firms

acquired the RFP package and five submitted proposals. The proposals were reviewed by a committee of staff members. The proposed bridge type is a concrete thrust-arch which is a complex-bridge therefore requiring a consultant with extensive bridge inspection experience, as well as IDOT documentation experience which is needed due to the use of federal funds.

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

The following is a summary of the five proposals received:

Company Name	Proposal Amount
Civiltech Engineering, Inc.	\$342,565
EXP	\$346,210
Lochner	\$350,000
HLR	\$404,619
BLA, Inc	\$419,669

After receiving the proposals, Staff researched the reasons that the proposal costs are higher than the budget amount and believe it is due to the following several reasons: 1) Added additional communication and resident outreach scope 2) the construction schedule is slightly longer than originally anticipated 3) original estimate during last budget-cycle was based on preliminary design as final design was not yet complete.

Civiltech is familiar with Lake Forest expectations as this team was the lead-Inspector for IDOT's Pump Station project a few years back.

Below is an estimated summary of project budget:

FY 2025 Funding Source	Amount Budgeted	Amount Requested	Budgeted Y/N
Capital Fund 311-3703-478.78-92	\$200,000	\$359,693	Y

A Supplemental Appropriation Ordinance will be requested at the end of the Fiscal Year 2025 if needed.

COUNCIL ACTION: Approval of Phase III Construction Engineering Services for the Lake Woodbine Bridge Project to Civiltech Engineering, Inc., and Authorize the City Manager to Execute an Agreement in the Amount of \$342,565 to Include a 5% Contingency in the Amount of \$17,128 for a Total Cost of \$359,693

11. Approval of a Resolution for a Joint Funding Agreement for Federally Funded Construction with the state of Illinois Department of Transportation for Construction of the Lake Woodbine Bridge Project, Section Number 12-00094-00-BR, for a Local Match Estimated at \$855,000, and Authorize the City Manager to Execute Required Agreements and Additional Paperwork as Required by IDOT Related to Work on This Project

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

PURPOSE AND ACTION REQUESTED: The Public Works Committee and Staff request approval of an IDOT resolution for a Joint Funding Agreement necessary for federally funded construction

for the Lake Woodbine Bridge. In addition, Staff requests authority to execute required IDOT agreements and any other paperwork for this project. Approval of the Joint funding agreement (completed and signed Appropriation Resolution along with the locally executed agreement) is required to proceed with the state bidding on August 2, 2024. Beginning on **Page 56** of your packet is the IDOT Joint Funding Agreement.

A separate item on tonight's agenda related to the construction of the Lake Woodbine Bridge is approval of the Phase III Construction Engineering Services agreement.

BACKGROUND/DISCUSSION: The City received federal funding for the replacement of the deteriorating, Lake Woodbine Bridge. The Phase II design is wrapping up with the project currently scheduled to be bid by the State in August of 2024 with construction starting in January 2025. Execution of the Joint Funding Agreement is required to allow the State to bid out the project since the project is utilizing federal funds, as well as confirming the City's financial commitment to the City's local match.

The Lake Woodbine Bridge, constructed circa 1912, is a three-span concrete arch bridge over a ravine, located on Lake Road near the Woodbine intersection. In February 2011, the City requested grant funds under what was then known as the Highway Bridge Replacement and Rehabilitation Program (BRP) to be used toward the design of the reconstruction of the Lake Woodbine Bridge for which the phase I design process started. The 2021 sufficiency rating of the bridge was 25 (the IDOT Bridge Sufficiency Rating Scale is from 1 to 100 with 1 being the worst and greater than 50 considered satisfactory per Federal guidelines). The load rating of the bridge has been reduced over the past several years following findings from a thorough inspection performed as part of the City's bridge study. The project will remove the existing bridge and replace it with a clear-span concrete thrust-arch structure and railings that will recognize and be compatible with the historic character of the surrounding historic district. A summary of project milestones completed since 2021 can be found below:

- Final Plan Submittal to IDOT on April 22, 2024
- Public Information Meeting #3 'Open House' on March 5, 2024
- Certificate of Appropriateness form the Historic Preservation Commission received on March 16, 2022
- Public Information/Input meeting #2 held on February 16, 2022
- Public Information/Input meeting #1 held on December 13, 2021

The design-team is coordinating with IDOT on remaining items needed to proceed with a state bidding on August 2, 2024. Tentative construction is demolition of the existing bridge starting in early January 2025 with the bridge reopening in late September or early October 2025.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	6/17/2024	Reviewed & Recommended City Council Approval for Phase III Construction Engineering
Public Works Committee	6/3/2024	Reviewed & Recommended City Council Approval of Joint Funding Agreement

Finance Committee	11/13/2023	Construction Costs and Phase III Construction Engineering Included in Capital Plan
City Council	4/17/2023	Approval for Appropriating \$150,000 in additional RBI Funds, and Award of Design Engineering to H.W. Lochner
Public Works Committee	4/3/2023	Reviewed & Recommended City Council Approval for Appropriating \$150,000 in additional RBI Funds, and Award of Design Engineering to H.W. Lochner
City Council	3/20/2023	Approval for Appropriating \$250,000 in RBI Funds for Phase II Design
Public Works Committee	3/6/2023	Reviewed & Recommended City Council Approval for Appropriating \$250,000 in RBI Funds for Phase II Design
Finance Committee	11/08/2021	Phase II Design Included in Capital Plan

BUDGET/FISCAL IMPACT: Construction of this project will be partially funded by the Illinois Special Bridge Program (ISBP) with the remaining balance to be funded by local capital funds. The City submitted for an ISBP grant on October 5, 2021; and was notified on August 17, 2022, of an award of \$1,945,000 for construction. The current estimated construction cost is \$2,600,000 which is based on design estimates; actual costs will not be known until after the August 2, 2024 State Bidding. Any costs above the available federal funds in general would be local capital funds. The State will pay for the construction work and will invoice the City for the City's share of the project (with the final invoice sometimes not being paid for several years after project completion due to the extensive amount of closeout paperwork). A separate item on tonight's agenda related to the construction of the Lake Woodbine Bridge is approval of the Phase III Construction Engineering Services agreement in the amount of \$359,693 including contingency.

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

Below is an estimated summary of project budget:

FY 2025 Funding Source	Amount Budgeted	Amount Requested	Budgeted Y/N
Capital Fund 311-3703-478.78-92	\$655,000	\$655,000	Y

The \$855,000 amount referenced in the Council Action also includes the original estimated construction engineering cost of \$200,000 (being awarded separately). A Supplemental Appropriation Ordinance will be requested at the end of the Fiscal Year 2025 if needed. The current estimated construction cost is \$2,600,000 which is based on design estimates. The City amount requested above in the amount of \$655,000 is the City's estimated local match of the construction costs less the grant amount of \$1,945,000. The City is directly responsible for any additional local match needed above the available federal grant funds. From the IDOT Bureau of Local Roads (BLR) Manual for project bids considered within the anticipated cost range for a project: *'The local agency must concur with the award. To expedite the contract award process, form BLR 05310 states that executing the joint agreement constitutes*

concurrence in the award of the construction contract to the lowest responsible bidder. The local agency is responsible for providing the district with verbal concurrence after the letting.' For projects with bids that are considered outside the anticipated cost range for a project, IDOT internally will discuss the issues concerning the project. If IDOT believes that an award may be possible, the district would then contact the local agency to obtain their concurrence and notify the Central IDOT office of the local agency's consent.

COUNCIL ACTION: Approval of a Resolution for a Joint Funding Agreement for Federally Funded Construction with the state of Illinois Department of Transportation for Construction of the Lake Woodbine Bridge Project, Section Number 12-00094-00-BR, for a Local Match Estimated at \$855,000, and Authorize the City Manager to Execute Required Agreements and Additional Paperwork as Required by IDOT Related to Work on This Project

12. Award of the Low Bid for the 2024 Inflow and Infiltration Repairs to Visu-Sewer, LLC., and Authorize the City Manager to Execute an Agreement in the Amount of \$351,421 as well as Approving a Contingency in the Amount of \$8,579 for a Total Cost of \$360,000

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

PURPOSE AND ACTION REQUESTED: In recent years, portions of the City's sanitary sewer system have been overwhelmed with storm water and causes backups into residents' properties. In order to reduce surcharges and backups in the City's sanitary sewer mains, the City has had sections of its sanitary sewer system smoke and dye tested to look for the sources of storm water leaking into the sanitary mains (described further below). By performing the public repairs included in this project, the City will significantly reduce the amount of storm water leaking into the sanitary sewer system and thereby reduce the potential for sanitary sewer backups into resident's homes.

BACKGROUND/DISCUSSION: In summer 2023, the City contracted with RJN to perform smoke testing at various locations throughout the City. The focus of that project was to test portions of the City's sanitary sewer system to look for instances of inflow and infiltration(I&I). Inflow occurs when storm water is being directed into the sanitary sewer system, while infiltration is when ground water leaks into the sanitary mains through faults in the pipe or manholes. During smoke testing, RJN identified areas where stormwater is leaking into the sanitary sewers. The City then contracted with RJN again in 2024 to perform additional investigation at some of these locations that were suspected to be the largest contributors to I&I. The technique used to further pinpoint locations for repairs was dye flooding storm sewers, which identifies areas in the sanitary sewer that are receiving extraneous flows. The testing focused on areas tributary to the Spruce and Sheridan lift-station that have not been previously tested. Generally, this area includes the CBD, just to the north of CBD, as well as to the east. During heavy storms, this lift-station capacity can be exceeded due to the amount of I&I in the area. The dye testing program evaluates multiple rehabilitation alternatives for public repairs. The proposed construction sequencing is generally in order of "worst first" while also performing repairs in the CBD to avoid inconvenience next year during larger potential streetscape projects in the CBD. Repairs include such work as lining sewers, replacing leaking sewer lids, fixing leaky connections, and sealing manholes.

The total estimated I&I flows identified in the 2023/2024 study for both public/private combined is approximately 915,000 gallons per day (gpd) during a theoretical heavy rain-storm. Roughly 453,000 gpd of this amount is the public-side in which this project is estimated

to reduce by 260,000 gpd. The remaining amount of public-side I&I will be budgeted in upcoming years. These public repairs will significantly reduce the amount of storm water leaking into the sanitary sewer system and thereby reduce the potential for sanitary sewer backups into resident's homes.

The Public Works Committee unanimously approved this construction contract, but requested a follow-up discussion to discuss the role of private-side I&I at their July 15 Public Works Committee meeting.

Upon confirming the start date of the project, a letter will be sent to residents and businesses within the limits of the project two weeks prior to start of construction. The CBD portion of the work is expected to begin just after Lake Forest Day and completed prior to school starting. The remainder of the work, which is generally in residential areas, will then be completed prior to the end of October. The City's website, under "Construction Updates", will also provide details on the construction schedule. The City's Engineering staff will provide daily oversight, and work with the Communications Manager to ensure progress updates are provided weekly to the public.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	7/1/2024	Reviewed & Recommended City Council Approval of I&I Construction
City Council	2/5/2024	City Council Approval of Change Order to RJN to complete Dye Testing
Finance Committee	11/13/2023	Dye Testing and first year Construction included in FY' 25 Capital Plan
City Council	5/1/2023	City Council Approval of I&I Testing
Public Works Committee	4/17/2023	Reviewed & Recommended City Council Approval of I&I Testing
Finance Committee	11/14/2022	Smoke Testing Included with FY '24 Capital Plan

BUDGET/FISCAL IMPACT: The project was placed out to bid in early-June with a subsequent bid opening on June 20, 2024. A total of three bids were received.

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

The following is a summary of the three bids received:

Company Name	Bid Amount
Visu-Sewer	\$351,421
Hoerr Construction, Inc.	\$421,739
National Power Rodding Corp	\$795,150

The low bidder, Visu-Sewer, is well known for performing this type of work.

Below is an estimated summary of the project budget:

FY 2025 Funding Source	Amount Budgeted	Amount Requested	Budgeted Y/N
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Water and Sewer Fund 508-3703-477.77-16	\$360,000	\$360,000	Y
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Repairs identified in the 2023 and 2024 reports that are not performed this year will be budgeted for next year.

COUNCIL ACTION: Award of the Low Bid for the 2024 Inflow and Infiltration Repairs to Visu-Sewer, LLC., and Authorize the City Manager to Execute an Agreement in the Amount of \$351,421 as well as Approving a Contingency in the Amount of \$8,579 for a Total Cost of \$360,000

COUNCIL ACTION: Approve the twelve (12) omnibus items as presented

6. OLD BUSINESS

- 1. Continued Consideration of Acquisition of the Building and Property at 1925 Field Court as Provided for in the Previously Approved Purchase and Sale Agreement for Adaptive Reuse as a New City of Lake Forest Police Facility. (By Motion)**

Presented by:

Jason Wicha, City Manager (847-810-3676)
City Staff and Consultants

PURPOSE AND ACTION REQUESTED

Based on the due diligence completed over the past 90 days since the City Council's approval of the PSA for 1925 Field Court, City Council direction is requested on next steps.

BACKGROUND/DISCUSSION

➤ *Need*

The Lake Forest Police Department currently operates out of the Public Safety Building located at 255 W. Deerpath. The building was constructed in the 1960's as a combined facility for the Police and Fire Departments and continues to house personnel, vehicles and equipment for both departments today. Through the years, the building and site have been adapted numerous times in an effort to meet the changing and growing needs of both departments, with limited success. Looking to the future, the existing building is not adequate to accommodate *both* departments in a manner that will allow efficient and effective operations, proper accommodations for today's personnel, and the ability to respond to, and take advantage of, modern trends in public safety.

➤ *Initial Exploration of Potential Sites*

Earlier this year, at the direction of the City Council, staff began identifying and evaluating possible locations for a new police facility. Developable land in the community is scarce particularly sites that would be appropriate for a new police facility and accommodate the required on site parking. The search focused on sites that could accommodate the specialized needs of a police facility without conflicting with existing uses or development, and without negatively impacting community character. Studies were conducted of police facilities recently constructed in other nearby communities. The costs associated with land acquisition, new construction, and adaptive reuse of existing buildings was researched. Following the approach successfully taken by other communities, the focus turned to considering opportunities for adaptive reuse of existing buildings for primarily three reasons: 1)

significant cost savings can often be achieved by adaptively reusing an existing building as opposed to building new, 2) the limited availability of buildable land, and 3) the unprecedented availability of office buildings at below market prices due to the current depressed state of the office real estate market.

➤ *1925 Field Court*

The building and property located at 1925 Field Court, in Conway Park was identified as having strong potential for a future site for a new police facility. The three story, 98,304 square foot building offers a unique opportunity for adaptive reuse to meet the City's need for a new police facility. Although the building exceeds the currently anticipated square footage needed for a police facility, it provides flexibility for the future and opens the door for discussions with other public safety agencies that may be interested in available office space. A vicinity map highlighting the location of the property is included in the Council packet on **page 69**.

The building, built in 2008, lends itself to configuring both publicly accessible and secure areas both inside the building and outside on the site. The building has a full underground garage with 66 parking spaces. Secure and climate controlled parking is optimum for police vehicles and provides for safe passage into the building and can increase the useful life of vehicles. The underground garage could also accommodate some specialized needs of a police facility. An added benefit to the location is the proximity of the building to the City's Municipal Services Facility where police vehicles are maintained and fueled. In addition, a police facility is a compatible and complimentary use to the established offices uses in Conway Park and is permitted by the current zoning. Both single tenant corporate headquarters and multi-tenant office buildings are located in the office park. The presence of the police facility will be low key but could be significant in attracting new tenants to the park due to an increased sense of security.

➤ *Purchase Sale Agreement*

On April 15, 2024, the City Council voted unanimously to enter into a Purchase and Sale Agreement (PSA) with the owners of the 1925 Field Court building based on the negotiated sale price of \$3,500,000. In 2022, an appraisal determined the value of the property to be \$12,500,000. The opportunity to acquire this property at a reduced value is the direct result of current market conditions as noted above. A copy of the executed PSA is included in the Council packet beginning on **page 70**.

The PSA provided a 90 day due diligence period from the effective date of the PSA which was April 17, 2024. The City's due diligence has been completed. The City Council was provided with an overview of the results of the due diligence at a public work session held on July 1, 2024. The work completed during the 90-day period includes the following.

- An assessment of the entire building, all components and systems, and the overall site was conducted by The Concord Group. Estimates were prepared to forecast repair and replacement costs over a ten year period for components of the building and property.
- An in depth space needs analysis of the Police Department was conducted by FGM Architects. The study included a comprehensive evaluation of existing Police Department space and a forecast of "need to have" spaces in a Police Facility that is intended to serve the community for the next 50 years as well as "nice to have" spaces and amenities that could be considered as options during

the design process. A range of cost estimates was prepared by the consultants for build out of the space. This study is included in the Council packet beginning on **page 100**.

- An updated legal survey of the property was completed by Bleck Engineering.
- The title for the property was reviewed by the City Attorney.
- Ongoing contracts relating to the property, for example for maintenance of building systems, were identified and are slated for termination by the seller if the closing proceeds.
- Preliminary analysis of funding options was completed based on the early estimates of the potential cost of improvements to the building and site to accommodate a new police facility.
- The Conway Park Owners' Association voted in support of amendments to the restrictive covenants for Conway Park to allow a Police Facility use in the office park subject to the City's acquisition of the property.
- City staff prepared an estimate of annual operating costs for the building and property.

At the July 15th Council meeting, representatives of both The Concord Group and FGM Architects will present overviews of the results of their analysis and associated cost estimates. The Assistant Director of Public Works will review the estimated annual operating costs for the building and site. The City's Finance Director will provide some initial thoughts on potential funding mechanisms for a future buildout and operating costs in the event that the City Council decides to move forward with this project.

➤ *Next Steps*

The question before the City Council at this time is only whether or not to proceed with the acquisition of the 1925 Field Court property in accordance with the previously approved PSA.

If the Council directs the City Manager to proceed with the acquisition of the property and authorizes the expenditure of funds to do so the next steps will include, but are not limited to, issuing a Request for Proposals for architectural services, design work and preparation of construction plans, and seeking bids for build out of the space. City Council action will be required at various points as the process moves forward and Council discussions and decisions will occur around funding mechanisms to support the build out of a high quality police facility to meet the community's needs long into the future.

BUDGET/FISCAL IMPACT

- The terms of the purchase are detailed in the PSA which was approved by the City Council by Resolution on April 15, 2024, and executed on April 17, 2024.
- The City has available cash reserves on hand for the purchase price of \$3,500,000.
- An earnest money deposit of \$100,000 was made by the City and will be applied to the purchase price.
- In accordance with the PSA, at closing, the City is responsible for costs related to recording fees, fifty percent of the escrow costs, and the cost of title policy endorsements. These fees are estimated at between \$5,000 and \$10,000.

FY 2025 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
311-1503-479.79-26	\$0	\$3,500,000 (Purchase Price) \$5,000 - \$10,000 (costs related to closing)	No

This non-budgeted expenditure will be funded from Capital Fund reserves. If necessary, a supplemental appropriation will be submitted for City Council approval at the close of the fiscal year.

COUNCIL ACTION

Options for Council action are provided below.

- 1) By motion, direct the City Manager to take all necessary steps to facilitate the closing on the purchase of 1925 Field Court and authorize the expenditure of non-budgeted funds in an amount not to exceed \$3,500,000 plus associated closing in accordance with the previously approved Purchase and Sale Agreement.

OR

- 2) By motion, direct the City Manager to exercise the City's option to extend the due diligence period for an additional 30 days upon payment of an additional earnest money deposit of \$100,000, (\$50,000 of which is non-refundable.)

OR

- 3) By motion, direct the City Manager to terminate the Purchase and Sale Agreement in accordance with the provisions therein. The City will receive a full refund of the initial earnest money deposit of \$100,000.

7. NEW BUSINESS

8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS

9. ADJOURNMENT

A copy of the Decision Making Parameters is included with this agenda following this page.

Office of the City Manager

July 10, 2024

The City of Lake Forest is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are required

to contact City Manager Jason Wicha, at (847) 234-2600 promptly to allow the City to make reasonable accommodations for those persons.





THE CITY OF LAKE FOREST

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

Adopted June 18, 2018

The City of Lake Forest Mission Statement:

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

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

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

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

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

**CITY OF LAKE FOREST
FY24 ROLLOVERS**

Account Number	PO#	Vendor	Req Amount	Description
101-1101-484.84-95	111763	MAPLE AVE REAL ESTATE ADVISORS LL	7,420.00	REAL ESTATE ADVISORY SERVICES
101-1523-442.42-30	111550	MULTISYSTEM MANAGEMENT COMPANY	1,318.00	JANITORIAL FLOOR CLEANING (2/YEAR)
101-1524-442.42-30	111550	MULTISYSTEM MANAGEMENT COMPANY	494.00	JANITORIAL FLOOR CLEANING (2/YEAR)
101-1525-442.42-30	111550	MULTISYSTEM MANAGEMENT COMPANY	494.00	JANITORIAL FLOOR CLEANING (2/YEAR)
101-1527-442.42-30	111550	MULTISYSTEM MANAGEMENT COMPANY	4,357.00	JANITORIAL FLOOR CLEANING (2/YEAR)
101-1528-442.42-30	111550	MULTISYSTEM MANAGEMENT COMPANY	1,113.00	JANITORIAL FLOOR CLEANING (2/YEAR)
101-1536-435.35-10	111842	METALMASTER ROOFMASTER, INC.	16,249.00	CROYA'S METAL AWNING (IRMA CLAIM)
101-1536-442.42-30	111550	MULTISYSTEM MANAGEMENT COMPANY	2,163.00	JANITORIAL FLOOR CLEANING (2/YEAR)
101-1540-442.42-30	111550	MULTISYSTEM MANAGEMENT COMPANY	7,210.00	JANITORIAL FLOOR CLEANING (2/YEAR)
101-1541-442.42-30	111550	MULTISYSTEM MANAGEMENT COMPANY	1,200.00	JANITORIAL FLOOR CLEANING (2/YEAR)
101-2501-484.84-06	111839	THE MEJORANDO GROUP	25,367.96	STRATEGIC PLAN UPDATE
101-2501-484.84-95	111865	MGT OF AMERICA CONSULTING, LLC	24,500.00	POLICE CHIEF RECRUITMENT
101-3401-435.35-10	111117	TESKA ASSOCIATES INC	9,087.05	COMP PLAN FOR CBD SECTION
101-3401-435.35-10	111538	EDWARD DEEGAN ATCHITECTS	7,091.25	GORTON TERRACE RENO. - DESIGN
101-3401-435.35-10		NO VENDOR SELECTED	55,000.00	COMPREHENSIVE PLAN/FINAL PHASES
101-5103-467.67-23	111772	CAPITAL STONEWORKS INC	21,150.00	CONWAY BRIDGE REPAIRS
101-5103-467.67-61	111788	TRAFFIC & PARKING CONTROL CO, INC	10,762.00	CROSSWALK SAFETY
101-5103-467.67-84		NO VENDOR SELECTED	114,764.00	ROUTE 60/43 IDOT AGREEMENT
101-5132-435.35-10	111862	STANDARD EQUIPMENT COMPANY	9,950.00	SWEEPER RENTAL FOR CICADA BROOD
101-7603-475.75-49	111601	TYLER TECHNOLOGIES, INC.	33,734.00	FY24 CLOUD-BASED MUNICIPAL ADJUD SW
101-7672-435.35-49	111601	TYLER TECHNOLOGIES, INC.	17,933.00	FY24 CLOUD-BASED MUNICIPAL ADJUD SW
TOTAL GENERAL FUND			371,357.26	
201-8457-467.67-34	111280	NICHOLAS & ASSOCIATES, INC	101,183.00	DEERPATH PARK TURF PROJECT
201-8457-467.67-39	111678	F.H PASCHEN,S.N NIELSEN & ASSOC LLC	434,060.00	FOREST PARK BOARDWALK - ADVANCE
201-8457-467.67-39	111678	F.H PASCHEN,S.N NIELSEN & ASSOC LLC	-22,500.00	FOREST PARK BOARDWALK - ADVANCE
201-8457-467.67-39	111323	JOHN KENO AND COMPANY, INC	33,520.00	INSTALL BOARDWALK FOUNDATION
TOTAL PARK AND PUBLIC LAND FUN			546,263.00	
202-3703-478.78-80	110565	GEWALT HAMILTON ASSOCIATES, INC.	10,025.50	PHASE II ENG/DESIGN - WAUK/WESTLEIGH
202-3703-478.78-81	110631	CIVILTECH ENGINEERING INC	98,619.52	EVERETT/WAUKEGAN INTERSECTION
202-3703-478.78-92	110380	H W LOCHNER, INC.	27,328.00	PH I DESIGN - LAKE/WOODBINE BRIDGE
202-3703-478.78-92	110380	H W LOCHNER, INC.	7,171.08	PH I DESIGN - LAKE/WOODBINE BRIDGE
202-3703-478.78-92	111520	H W LOCHNER, INC.	31,777.98	PH II DESIGN - LAKE/WOODBINE BRIDGE
202-3703-478.78-92	111521	H W LOCHNER, INC.	19,003.00	PH II DESIGN - LAKE/WOODBINE BRIDGE
TOTAL MOTOR FUEL TAX FUND			193,925.08	
210-8508-442.42-30	111550	MULTISYSTEM MANAGEMENT COMPANY	1,854.00	JANITORIAL FLOOR CLEANING (2/YEAR)
TOTAL SENIOR FUND			1,854.00	
220-5774-435.35-10	111771	NUTOYS LEISURE PRODUCTS INC	8,969.00	SIGNS AT DEERPATH PARK
220-5775-460.60-20	111824	AUTOMATED OUTDOOR SOLUTIONS, LLC	14,699.95	5 ROBOTIC MOWERS FOR FOREST PARK
220-8065-435.35-10	111550	MULTISYSTEM MANAGEMENT COMPANY	9,493.00	JANITORIAL FLOOR CLEANING (2/YEAR)
220-8065-484.84-05		NO VENDOR SELECTED	12,000.00	STIRLING HALL SODA KILN
TOTAL PARKS AND RECREATION FUND			45,161.95	
224-8026-476.76-56	111242	LARSON & DARBY, INC	5,370.75	STIRLING HALL EXT RAMP ENG/DESIGN
224-8026-467.67-39	111678	F.H PASCHEN,S.N NIELSEN & ASSOC LLC	186,000.00	FOREST PARK BOARDWALK

**CITY OF LAKE FOREST
FY24 ROLLOVERS**

Account Number	PO#	Vendor	Req Amount	Description
TOTAL SPECIAL RECREATION FUND			191,370.75	
230-6407-476.76-20		CHEN'S CONCRETE	10,950.00	CONCRETE COLD STORAGE
230-6407-476.76-20	111294	SEMPER FI LANDSCAPING INC	94,039.46	MEMORIAL GARDEN RENOVATIONS
230-6407-476.76-20	111777	BIG BUILDINGS DIRECT	10,179.68	METAL COLD STORAGE BUILDING
TOTAL CEMETERY FUND			115,169.14	
247-7672-475.75-02	111221	MORROW BROTHERS FORD, INC.	42,000.00	REPL VEHICLE POLICE SQUAD #12
TOTAL POLICE RESTRICTED FUND			42,000.00	
248-3403-435.35-10	110391	BLECK ENGINEERING CO INC	11,176.70	SENIOR COTTAGES - EVERETT/TELEGRAPH
248-3403-435.35-10		NO VENDOR SELECTED	400,000.00	SENIOR COTTAGES PROJECT
TOTAL HOUSING TRUST FUND			411,176.70	
311-1103-435.35-40	111673	CHALET ENTERPRISES LLC	7,000.00	DESIGN/TOWNLINE PARK COMM GARDEN
311-1103-435.35-40		NO VENDOR SELECTED	250,000.00	MCKINLEY UTILITY UNDERGROUNDING
311-1303-466.66-13		NO VENDOR SELECTED	13,998.50	SECURITY CAMERAS
311-1303-466.66-13		NO VENDOR SELECTED	82,500.00	PUBLIC SAFETY SECURITY CAMERAS
311-1503-435.35-10	111403	LCM ARCHITECTS, LLC	26,170.70	ADA TRANSITION PLAN DESIGN
311-1503-467.67-10	111855	DP WEST LAKE AT CONWAY LLC	-100,000.00	POLICE FACILITY - ADVANCE FUNDING
311-1503-467.67-10	111611	OAK BROOK MECHANICAL SERVICES, INC	17,140.00	PSB CHILLER REPLACEMENT PROJECT
311-1503-467.67-24	111737	FILOTTO ROOFING, INC.	19,195.00	GROVE CAMPUS ROOF REPL/REPAIRS
311-3703-467.67-12	111760	GEWALT HAMILTON ASSOCIATES, INC.	2,724.00	SAFE ROUTES TO SCHOOL PROJECT
311-3703-467.67-12	111760	GEWALT HAMILTON ASSOCIATES, INC.	27,793.00	SAFE ROUTES TO SCHOOL PROJECT
311-3703-467.67-26	110939	HEY & ASSOCIATES, INC.	60,672.75	SEMINARY RAVINE PROJECT DESIGN
311-3703-467.67-26	111774	LAKE FOREST OPEN LANDS ASSOCIATION	45,000.00	ROCK/MCCORMICK/LOCH RAVINE (GRANT)
311-3703-467.67-44	110940	GEWALT HAMILTON ASSOCIATES, INC.	139,554.00	PH II DESIGN/ROUTE 60 BIKE PATH PROJ
311-3703-478.78-06	111844	GEWALT AMILTON ASSOCIATES	-3,640.00	DESIGN/SCOTT-WISC STORM - ADVANCE
311-3703-478.78-06	110941	BAXTER AND WOODMAN INC	86,532.30	DESIGN/AHWAHNEE ROAD STORM SEWER
311-3703-478.78-07	111762	MANEVAL CONSTRUCTION CO INC	162,279.00	ELAWA PARKING LOT IMPROVEMENTS
311-3703-478.78-22	111679	KIMLEY-HORN & ASSOCIATES	45,851.00	ENG/CBD INFRASTRUCTURE EVAL ADVANCE
311-3703-478.78-81	110307	CIVILTECH ENGINEERING INC	43,904.53	EVERETT/WAUK INTERSECTION
311-3703-478.78-81	111107	METRA	81,296.38	METRA CROSSING/EVERETT & OLD MILL
311-3703-478.78-88	111328	JOHN KENO AND COMPANY, INC	133,977.00	FOREST PARK BLUFF SLOPE STABILIZATION
311-3703-478.78-88	111329	JOHN KENO AND COMPANY, INC	150,000.00	FOREST PARK BLUFF SLOPE STABILIZATION
311-3703-478.78-94	110817	THOMAS ENGINEERING GROUP, LLC	25,000.00	DEERPATH STREETSCAPE PHASE II DESIGN
311-3703-478.78-94	110817	THOMAS ENGINEERING GROUP, LLC	210,179.66	DEERPATH STREETSCAPE PHASE II DESIGN
311-3703-478.78-94	110817	THOMAS ENGINEERING GROUP, LLC	11,747.24	DEERPATH STREETSCAPE PHASE II DESIGN
311-5003-475.75-02		MISC VENDORS	250,000.00	POLICE VEHICLE REPL (GRANT)
311-5003-475.75-02	111218	TRUCK CENTER COMPANIES EAST LLC	400,372.00	REAR LOAD REFUSE TRUCK - CHASSIS
311-5003-475.75-02	111219	MCNEILUS TRUCK & MFG CO	269,628.00	REAR LOAD REFUSE TRUCK - BODY
311-5003-475.75-02	111220	MORROW BROTHERS FORD, INC.	84,000.00	TWO REPLACEMENT POLICE VEHICLES
311-5003-475.75-02	111675	EJ EQUIPMENT INC.	78,000.00	FIVE REPL SANITATION SCOOTERS
311-5003-475.75-02	111675	EJ EQUIPMENT INC.	115,000.00	FIVE REPL SANITATION SCOOTERS
311-5003-475.75-02	111260	TEREX GLOBAL GMBH	150,000.00	AERIAL BUCKET TRUCK (FY24 FUNDS)
311-5703-467.67-39	111678	F.H PASCHEN,S.N NIELSEN & ASSOC LLC	1,115,875.00	FOREST PARK BOARDWALK
311-5703-467.67-39	111678	F.H PASCHEN,S.N NIELSEN & ASSOC LLC	-91,154.35	FOREST PARK BOARDWALK - ADVANCE
311-5703-467.67-39	111678	F.H PASCHEN,S.N NIELSEN & ASSOC LLC	-12,628.26	FOREST PARK BOARDWALK - RETAINAGE
311-5703-467.67-39	111716	GZA GEOENVIRONMENTAL, INC.	7,920.00	FOREST PARK BEACH CELL 2 DESIGN

**CITY OF LAKE FOREST
FY24 ROLLOVERS**

Account Number	PO#	Vendor	Req Amount	Description
311-5703-467.67-39	111761	F.H PASCHEN,S.N NIELSEN & ASSOC LLC	197,826.00	WOOD DECKING/FP BOARDWALK
311-5703-467.67-39	111761	F.H PASCHEN,S.N NIELSEN & ASSOC LLC	-7,306.00	WOOD DECKING/FP BOARDWALK RET
311-5703-476.76-07	110477	HITCHCOCK DESIGN GROUP	7,093.24	SOUTH PARK PARKING LOT DESIGN
311-5803-467.67-14	111861	MENONI & MOCOGNI INC	11,880.00	DEERPATH/41 LANDSCAPING
311-5803-467.67-14	N/A	PRAIRIE MOON NURSERY	4,992.75	DEERPATH/41 LANDSCAPING
311-8003-476.76-14	111280	NICHOLAS & ASSOCIATES, INC	130,606.25	DEERPATH PARK TURF PROJECT
TOTAL CAPITAL FUND			4,250,979.69	
501-6072-435.35-10	111550	MULTISYSTEM MANAGEMENT COMPANY	927.00	JANITORIAL FLOOR CLEANING (2/YEAR)
501-6072-435.35-10	111717	STRAND ASSOCIATES, INC	13,600.00	LEAD SERVICE INVENTORY/REPL PLAN
TOTAL WATER & SEWER FUND			14,527.00	
508-3703-477.77-07	110732	CIVILTECH ENGINEERING INC	18,695.15	EVERETT/WAUK WATERMAIN DESIGN
508-3703-477.77-07	110817	THOMAS ENGINEERING GROUP, LLC	50,000.00	DEERPATH STREETSCAPE PHASE II DESIGN
508-3703-477.77-07	111307	A LAMP CONCRETE CONTRACTORS, INC	9,360.89	SIR WILLIAM LANE WATERMAIN BASE
508-3703-477.77-16	111759	RJN GROUP INC	10,435.00	2024 DYE TESTING
508-6003-467.67-71	111864	KLM ENGINEERING, INC	7,500.00	ET TECHNICAL SPECS
508-6003-475.75-02	111674	STANDARD EQUIPMENT COMPANY	0.00	REPL WATER & SEWER TELEVISIONING VAN
508-6003-475.75-02	111674	STANDARD EQUIPMENT COMPANY	55,000.00	REPL WATER & SEWER TELEVISIONING VAN
TOTAL WATER CAPITAL FUND			150,991.04	
510-6325-435.35-10	111550	MULTISYSTEM MANAGEMENT COMPANY	1,113.00	JANITORIAL FLOOR CLEANING (2/YEAR)
510-6325-476.76-55	111857	JAMES ANDERSON COMPANY	15,900.00	ENG/BRIDGES AT GOLF COURSE
TOTAL GOLF FUND			17,013.00	
			6,351,788.61	

THE CITY OF LAKE FOREST
Appropriation Ordinance Worksheet

	Budget Expenditures FY2025	Debt Payments	Rollovers	Library	Subtotal	Contingency	Approp Ord
101 General Fund	42,832,963		371,357		43,204,320	4,320,432	47,524,752
120 Flex	7,875				7,875	788	8,663
122 LF Hospital Project	100,000				100,000	10,000	110,000
Special Revenue Funds							
201 Park & Public Land	110,000		546,263		656,263	65,626	721,889
202 MFT	1,150,000		193,925		1,343,925	134,393	1,478,318
205 Emergency Telephone	446,236				446,236	44,624	490,860
210 Senior Resources	736,890		1,854		738,744	73,874	812,618
220 Parks and Recreation	10,528,100		45,162		10,573,262	1,057,326	11,630,588
224 Special Recreation	585,083		191,371		776,454	77,645	854,099
230 Cemetery	1,347,472		115,169		1,462,641	146,264	1,608,905
245 Foreign Fire Insurance	250,000				n/a		0
247 Police Restricted Funds	145,000		42,000		187,000	18,700	205,700
248 Housing Trust	175,000		411,177		586,177	58,618	644,795
Capital Project Funds							
311 Capital Improvement	17,364,058		4,250,980		21,615,038	2,161,504	23,776,542
322 Laurel/Western Redevelopment TIF	1,509,051				1,509,051	150,905	1,659,956
Debt Service Funds							
428 2009 G.O. Bonds - Western Avenue	259,050	(259,050)			0		0
429 2010 G.O. Bonds	568,913	(568,913)			0		0
432 2013 Refunding 2010A	729,575	(729,575)			0		0
433 2015 G.O. Bonds	628,800	(628,800)			0		0
434 2023 G.O. Bonds	1,271,750	(1,271,750)			0		0
Enterprise Funds							
501 Water & Sewer	10,495,933		14,527		10,510,460	1,051,046	11,561,506
508 Water and Sewer Capital	4,250,000		150,991		4,400,991	440,099	4,841,090
510 Deerpath Golf Course	2,115,258		17,013		2,132,271	213,227	2,345,498
Internal Service Funds							
601 Fleet	2,263,564				2,263,564	226,356	2,489,920
605 Liability Insurance	1,404,324				1,404,324	140,432	1,544,756
610 Self Insurance	6,510,000				6,510,000	651,000	7,161,000
Pension/Trust Funds							
701 Fire Pension	3,725,830				3,725,830	372,583	4,098,413
702 Police Pension	4,220,830				4,220,830	422,083	4,642,913
709 Trust Care Funds							
Total All Funds	115,731,555	(3,458,088)	6,351,789	0	118,375,256	11,837,526	130,212,782
Library				7,244,157	7,244,157	724,416	7,968,573
						<i>Rounding Adj</i>	(3)
				7,244,157	125,619,413	12,561,941	138,181,352
SD 67					44,140,981		44,140,981
Appropriation Ordinance Total							182,322,333

**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, 2024 AND ENDING APRIL 30, 2025**

**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, 2024 and ending April 30, 2025.

GENERAL FUND

<u>General Government</u>	<u>Appropriation</u>
Salaries and Benefits	\$ 3,946,998
Supplies/Other Services and Charges	5,104,782
Capital Equipment	200,000
Contingency - to meet expenses of emergencies and optional expenses not otherwise provided for	4,320,432
TOTAL GENERAL GOVERNMENT	<u>\$ 13,572,212</u>

Law

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

Community Development

Salaries and Benefits	\$ 2,121,450
Supplies/Other Services and Charges	592,835
Capital Equipment	-
TOTAL COMMUNITY DEVELOPMENT	<u>\$ 2,714,285</u>

Public Works Administration

Salaries and Benefits	\$ 615,383
Supplies/Other Services and Charges	129,894
TOTAL PUBLIC WORKS ADMINISTRATION	<u>\$ 745,277</u>

Appropriation

Public Buildings

Building Maintenance

Salaries and Benefits	\$ 994,705
Supplies/Other Services and Charges	771,839
Capital Improvements	150,000
TOTAL PUBLIC BUILDINGS	\$ 1,916,544

Streets

Salaries and Benefits	\$ 1,332,139
Supplies/ Other Service and Charges	776,863
Capital Improvements	691,676
TOTAL STREETS	\$ 2,800,678

Sanitation

Salaries and Benefits	\$ 1,629,998
Supplies/ Other Service and Charges	1,205,996
TOTAL SANITATION	\$ 2,835,994

Storm Sewers

Salaries and Benefits	\$ 150,721
Supplies/ Other Service and Charges	40,929
Capital Improvements	50,000
TOTAL STORM SEWERS	\$ 241,650

Engineering

Salaries and Benefits	\$ 669,213
Supplies/ Other Service and Charges	253,160
TOTAL ENGINEERING	\$ 922,373

Fire

Administration

Salaries and Benefits (see Exhibit A)	\$ 5,403,785
Supplies/ Other Service and Charges	3,020,057
Capital Improvements	50,000
Sub-Total	\$ 8,473,842

Emergency Medical Services

Supplies/ Other Service and Charges	\$ 39,800
Sub-Total	\$ 39,800

Appropriation

Fire Suppression

Supplies/ Other Service and Charges	\$ 136,250
Sub-Total	<u>\$ 136,250</u>

TOTAL FIRE	<u>\$ 8,649,892</u>
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Police

Salaries and Benefits (see Exhibit A)	\$ 7,426,731
Supplies/ Other Service and Charges	5,143,782
Capital Improvements	105,334
TOTAL POLICE	<u>\$ 12,675,847</u>

TOTAL AMOUNT APPROPRIATED FROM THE GENERAL FUND	<u>\$ 47,524,752</u>
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FLEX FUND

Supplies/Other Services and Charges	\$ 7,875
Contingency to meet expenses of emergencies and expenses not otherwise provided for	788
TOTAL AMOUNT APPROPRIATED FROM FLEX FUND	<u>\$ 8,663</u>

LF Hospital Project

Supplies/Other Services and Charges	\$ 100,000
Contingency to meet expenses of emergencies and expenses not otherwise provided for	10,000
TOTAL AMOUNT APPROPRIATED FROM FLEX FUND	<u>\$ 110,000</u>

PARK AND PUBLIC LAND FUND

Park Improvements	\$ 656,263
Contingency to meet expenses for emergencies and expenses not otherwise provided for	65,626
TOTAL AMOUNT APPROPRIATED FROM THE PARK AND PUBLIC LAND FUND	<u>\$ 721,889</u>

MOTOR FUEL TAX FUND

Capital Improvements	\$ 1,343,925
Contingency to meet expenses for emergencies and capital	

improvements not otherwise provided for	Appropriation
	134,393
TOTAL AMOUNT APPROPRIATED FROM THE	
MOTOR FUEL TAX FUND	\$ 1,478,318

EMERGENCY TELEPHONE FUND

Police

Salaries and Benefits	\$ -
Supplies/ Other Service and Charges	321,236
Capital Equipment	125,000
Contingency to meet expenses for emergencies and expenses not otherwise provided for	44,624
TOTAL POLICE	\$ 490,860
TOTAL AMOUNT APPROPRIATED FROM THE	
EMERGENCY TELEPHONE FUND	\$ 490,860

SENIOR RESOURCES COMMISSION FUND

Salaries and Benefits	\$ 553,708
Supplies/Other Services and Charges	185,036
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	73,874
TOTAL AMOUNT APPROPRIATED FROM THE	
SENIOR RESOURCES COMMISSION FUND	\$ 812,618

PARKS AND RECREATION FUND

Recreation

Recreation Programs

Salaries and Benefits	\$ 3,827,248
Supplies/ Other Service and Charges	2,163,329
Capital Equipment	50,000
Sub-Total	\$ 6,040,577
Contingency to meet expenses of emergencies and expenses not otherwise provided for	1,057,326
TOTAL RECREATION SECTION	\$ 7,097,903

Parks and Forestry

Administration

Salaries and Benefits	\$ 2,831,535
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	<u>Appropriation</u>
Supplies/ Other Service and Charges	734,752
Capital Improvement	182,000
Capital Equipment	-
Sub-Total	<u>\$ 3,748,287</u>
<u>Grounds Maintenance</u>	
Supplies/ Other Service and Charges	\$ 434,124
Sub-Total	<u>\$ 434,124</u>
<u>Athletic Field Plg/Tennis</u>	
Supplies/ Other Service and Charges	\$ 111,500
Sub-Total	<u>\$ 111,500</u>
<u>Lakefront Facilities</u>	
Supplies/ Other Service and Charges	\$ 36,500
Sub-Total	<u>\$ 36,500</u>
<u>Tree Trimming</u>	
Supplies/ Other Service and Charges	\$ 82,318
Sub-Total	<u>\$ 82,318</u>
<u>Tree Removal</u>	
Supplies/ Other Service and Charges	\$ 43,956
Sub-Total	<u>\$ 43,956</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	\$ 12,500
Sub-Total	<u>\$ 12,500</u>
<u>Natural Areas Management</u>	
Supplies/ Other Service and Charges	\$ 40,000
Sub-Total	<u>\$ 40,000</u>
TOTAL PARKS AND FORESTRY SECTION	<u><u>\$ 4,532,685</u></u>
TOTAL AMOUNT APPROPRIATED FROM THE PARKS AND RECREATION FUND	<u><u>\$ 11,630,588</u></u>

Appropriation

SPECIAL RECREATION FUND

Salaries and Benefits	\$ 98,077
Supplies/Other Services and Charges	316,798
Capital Improvements	361,579
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	77,645
TOTAL AMOUNT APPROPRIATED FROM THE SPECIAL RECREATION FUND	\$ 854,099

CEMETERY COMMISSION FUND

Salaries and Benefits	\$ 654,331
Supplies/Other Services and Charges	443,141
Capital Improvements	365,169
Contingency to meet expenses of emergencies and operational expenses not otherwise provided for	146,264
TOTAL AMOUNT APPROPRIATED FROM THE CEMETERY COMMISSION FUND	\$ 1,608,905

PUBLIC LIBRARY FUND

Library Services

Salaries and Benefits	\$ 3,122,927
Supplies/Other Services and Charges	1,627,280
Building Maintenance - Supplies/Other Services and Charges	\$ 393,950
Contingency to meet expenses of emergencies and operational expenses not otherwise provided for	724,416
Sub-Total	\$ 5,868,573
Capital Equipment	\$ -
Capital Improvements	2,100,000
Sub-Total	\$ 2,100,000
TOTAL AMOUNT APPROPRIATED FROM THE PUBLIC LIBRARY FUND	\$ 7,968,573

POLICE RESTRICTED FUND

Supplies/Other Services and Charges	\$ 187,000
Contingency to meet expenses of emergencies and expenses not otherwise provided for	18,700
TOTAL AMOUNT APPROPRIATED FROM POLICE RESTRICTED FUND	\$ 205,700

Appropriation

HOUSING TRUST FUND

Supplies/Other Services and Charges	\$ 586,176
Capital Improvements	-
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	58,618
TOTAL AMOUNT APPROPRIATED FROM THE HOUSING TRUST FUND	\$ 644,794

CAPITAL IMPROVEMENTS FUND

Salaries and Benefits	\$ -
Supplies/Other Services and Charges	3,715
Capital Equipment	2,912,076
Capital Improvements	18,699,247
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	2,161,504
TOTAL AMOUNT APPROPRIATED FROM THE CAPITAL IMPROVEMENTS FUND	\$ 23,776,542

LAUREL/WESTERN REDEVELOPMENT FUND

Supplies/Other Services and Charges	1,409,051
Capital Improvements	\$ 100,000
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	150,905
TOTAL AMOUNT APPROPRIATED FROM THE LAUREL/WESTERN REDEVELOPMENT FUND	\$ 1,659,956

WATER AND SEWER FUND

General Government

Salaries and Benefits	\$ 275,290
Supplies/Other Services and Charges	5,306,060
Debt retirement	786,055
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	1,051,046
TOTAL GENERAL GOVERNMENT	\$ 7,418,451

Public Works

Salaries and Benefits	\$ 2,545,316
Supplies/Other Services and Charges	1,337,739
Capital Improvements	260,000

	<u>Appropriation</u>
TOTAL PUBLIC WORKS ADMINISTRATION	\$ 4,143,055

TOTAL AMOUNT APPROPRIATED FROM THE WATER AND SEWER FUND	\$ 11,561,506
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WATER AND SEWER CAPITAL FUND

Capital Equipment	\$ 190,000
Capital Improvements	4,210,991
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	\$ - 440,099
TOTAL AMOUNT APPROPRIATED FROM THE WATER AND SEWER CAPITAL FUND	\$ 4,841,090

DEERPATH GOLF COURSE FUND

Administration

Salaries and Benefits	\$ 567,906
Supplies/Other Services and Charges	349,950
Capital Equipment	40,000
Capital Improvements	142,013
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	213,227
TOTAL ADMINISTRATION	\$ 1,313,096

Course Maintenance

Salaries and Benefits	\$ -
Supplies/Other Services and Charges	123,710
TOTAL COURSE MAINTENANCE	\$ 123,710

Clubhouse

Salaries and Benefits	\$ 243,328
Supplies/Other Services and Charges	665,364
TOTAL CLUBHOUSE	\$ 908,692

TOTAL AMOUNT APPROPRIATED FROM THE DEERPATH GOLF COURSE FUND	\$ 2,345,498
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FLEET FUND

Salaries and Benefits	\$ 878,356
Supplies/Other Services and Charges	1,385,208

Appropriation

Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	226,356
TOTAL AMOUNT APPROPRIATED FROM THE FLEET FUND	\$ 2,489,920

LIABILITY INSURANCE FUND

Supplies/Other Services and Charges	\$ 1,404,324
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	140,432
TOTAL AMOUNT APPROPRIATED FROM THE LIABILITY INSURANCE FUND	\$ 1,544,756

SELF INSURANCE FUND

Supplies/Other Services and Charges	\$ 6,510,000
Contingency to meet expenses for emergencies and capital improvements not otherwise provided for	651,000
TOTAL AMOUNT APPROPRIATED FROM THE SELF INSURANCE FUND	\$ 7,161,000

FIREFIGHTERS' PENSION FUND

Other Services and Charges	\$ 3,725,830
Contingency to meet expenses for emergencies and expenses not otherwise provided for	372,583
TOTAL AMOUNT APPROPRIATED FROM THE FIREFIGHTERS' PENSION FUND	\$ 4,098,413

POLICE PENSION FUND

Other Services and Charges	\$ 4,220,830
Contingency to meet expenses for emergencies and expenses not otherwise provided for	422,083
TOTAL AMOUNT APPROPRIATED FROM THE POLICE PENSION FUND	\$ 4,642,913

Public Schools THE CITY OF LAKE FOREST

School District No. 67

From the Education Fund	\$ 38,021,933
From the Operations, Building and Maintenance Fund	\$ 3,222,554

	<u>Appropriation</u>
From the Capital Projects Fund	\$ 300,000
From the Illinois Municipal Retirement/Social Security Fund	\$ 992,875
From the Transportation Fund	\$ 1,603,619
TOTAL AMOUNT APPROPRIATED FOR PUBLIC SCHOOLS OF THE CITY OF LAKE FOREST (School District No. 67)	\$ 44,140,981

Summary of the Amounts Appropriated From the Several Funds

<u>Fund</u>	<u>Appropriation</u>
General	\$ 47,524,752
Flex	8,663
LF Hospital Project	110,000
Park and Public Land	721,889
Motor Fuel Tax	1,478,318
Emergency Telephone	490,860
Senior Resources Commission	812,618
Parks and Recreation	11,630,588
Special Recreation	854,099
Cemetery Commission	1,608,905
Public Library	7,968,573
Alcohol Asset Forfeiture	205,700
Affordable Housing	644,794
Capital Improvements	23,776,542
Laurel/Western Redevelopment	1,659,956
Water and Sewer	11,561,506
Water and Sewer Capital Fund	4,841,090
Deerpath Golf Course	2,345,498
Fleet	2,489,920
Liability Insurance	1,544,756
Self Insurance	7,161,000
Firefighters' Pension	4,098,413
Police Pension	4,642,913
Sub-Total	\$ 138,181,352

The City of Lake Forest School District No. 67

Education	\$ 38,021,933
Operations, Building and Maintenance	\$ 3,222,554
Capital Projects	\$ 300,000

Illinois Municipal Retirement/Social Security	\$ 992,875
Transportation	\$ 1,603,619
Sub-Total	<u>\$ 44,140,981</u>

GRAND TOTAL	<u>\$ 182,322,333</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 2023 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 _____, 2024

APPROVED THIS ____ day of _____, 2024

ATTEST:

City Clerk

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

CITY OF LAKE FOREST, ILLINOIS
APPROPRIATIONS ORDINANCE
FISCAL YEAR 2025 (May 1, 2024 – April 30, 2025)

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	\$79,739	\$86,304	\$92,869	\$99,434	\$105,999	\$112,564	\$119,129
Police Sergeant	\$123,422	\$126,025	\$128,629	\$131,233	\$133,836	\$136,440	\$139,044
Police Commander	Salary Range \$149,668 - \$161,321						
Deputy Police Chief	Salary Range \$163,099 – 177,276						
Police Chief	Base Salary \$194,415						

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	\$72,693	\$78,679	\$80,757	\$88,162			
Firefighter Paramedic	\$78,938	\$83,525	\$88,753	\$95,249	\$100,210	\$106,493	\$114,161
Fire Lieut. Paramedic	\$117,679	\$121,907	\$123,790	\$125,676	\$127,560	\$129,446	\$131,330
Fire Battalion Chief	Salary Range \$140,968 - \$151,942						
Fire Division Chief	Salary Range \$140,968 - \$151,942						
Deputy Fire Chief	Salary Range \$163,099 – 177,276						
Fire Chief	Base Salary \$194,415						

The City of Lake Forest
CITY COUNCIL MEETING
Proceedings of the Monday, June 17, 2024
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: Honorable Mayor Tack, Alderman Novit, Alderman Clemens, Alderman Notz, Alderman Powers, Alderman Goshgarian, Alderman LeVert, Alderman Weber, and Alderman Walther.

Absent: None

CALL TO ORDER AND ROLL CALL

Mayor Tack welcomed Tucker Devisetty to the dais as Mayor for a Day.

Mayor Tack stated Tucker is a rising 4th grader from Lake Forest Country Day School, he enjoys playing baseball on a local travel team, and understands he is very good at pitching!

Mayor for a Day – Tucker Devisetty asked all to rise and join him in the pledge of allegiance.

PLEDGE OF ALLEGIANCE was recited by all.

REPORTS OF CITY OFFICERS

COMMENTS BY MAYOR

A. Introduction of Mayor for a Day, Tucker Devisetty

B. Swear in Patrol Officer Sarahi Rivera-Martinez

Mayor Tack invited Interim Chief of Police to give background information on Patrol Officer Sarahi Rivera-Martinez. Then Mayor Tack and Mayor for a Day – Tucker Devisetty invited the Patrol Officer up to be sworn in. Photos were taken. Before the Mayor excused the members of the Police Department, Manager Wicha thanked both Union and City Staff negotiators for putting together the MAP contract that will be on the omnibus agenda this evening.

C. 2024-2025 Board & Commission Appointments and Reappointments

Mayor Tack made the following appointments.

CROYA

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Katie Donovan	APPOINT	1
Ann Kiesling	APPOINT	2

LIBRARY

NAME OF MEMBER	APPOINT/REAPPOINT	WARD

Garth Pearson	APPOINT	2
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COUNCIL ACTION: Approve the Mayor's Appointments and Reappointments

Mayor Tack asked for a motion to approve the Mayor's appointments. Alderman Novit made a motion, seconded by Alderman Weber. Motion carried unanimously by voice vote.

COMMENTS BY CITY MANAGER

City Manager Jason Wicha introduced CROYA Manager Todd Nahigian, noting the positive impacts of the organization and acknowledging the importance for the community.

**A. "Spirit of CROYA" Margot Martino Essay Contest Winner
- Todd Nahigian, CROYA Manager**

CROYA Manager Todd Nahigian introduced Tyler Klien as the Margot Martino essay contest winner. Tyler was unable to make it to Council and Mr. Nahigian played a video. The CROYA manager then gave an overview of the work and service that CROYA continues to assist in, noting field trips, academic opportunities, and other community-service activities with the schools in Lake Forest and Lake Bluff.

**B. Lake Forest-Lake Bluff Senior Citizens Foundation Memorandum of Understanding
Overview**

City Manager Jason Wicha introduced the item and reported that the City and the Foundation have had a partnership since 1997, the Foundation has and continues to play a critical role in providing supplemental funding for Dickinson Hall and includes fundraising, and capital improvements. As part of the relationship, the Foundation funded a previously contracted advocate. Now with this MOU, there is an opportunity for an in-house Senior Advocate. City Manager Wicha reviewed responsibilities and the role of the advocate, noting that it is made possible by the support of the Foundation. City Manager Wicha expressed appreciation and gratitude, recognizing Steve Potsic, Gayle Strenger- Wayne and Steve Lemieux, and City staff.

Steve Potsic, President of the Senior Foundation offered his comments on the Foundations role in the MOU that was heard earlier. The City Council had discussion on aging, aging in place, Medicare and resources focused on seniors.

OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL

COMMITTEE REPORTS

FINANCE COMMITTEE

**1. Consideration of the Annual Appropriation Ordinance for FY2025 and Approval of Rollovers
(First Reading)**

Elizabeth Holleb, Finance Director reported that 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. 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. Ms. Holleb also noted the differences between the budget and Appropriation Ordinance. The Appropriation Ordinance includes the Library, which was not included in the budget approved at the April 15, 2024, 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. Additionally, School District 67 does not recognize the Appropriation Ordinance in their budgeting or auditing standards. However, due to the fact they are a special charter district, their budget must be included in the City's Appropriation Ordinance. School District 67 numbers are estimates and subject to change, but they are not available until second and final reading of the Ordinance. She also stated that on July 15 there will be a public hearing.

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

COUNCIL ACTION: Approve first reading of the FY2025 Appropriation Ordinance

Alderman Goshgarian made a motion to approve first reading of the FY2025 Appropriation Ordinance, seconded by Alderman Powers. The following voted "Aye": Alderman Novit, Alderman Clemens, Alderman Notz, Alderman Powers, Alderman Goshgarian, Alderman LeVert, Alderman Weber and Alderman Walther. The following voted "Nay": none. 8-Ayes, 0-Nays, motion carried.

ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. **Approval of the June 3, 2024, City Council Meeting Minutes**
2. **Approval of a Memorandum of Understanding between the City of Lake Forest and the Lake Forest-Lake Bluff Senior Citizens Foundation**
3. **Approval of Metropolitan Alliance of Police (MAP) Collective Bargaining Agreement between the City and the Lake Forest Police Officers**
4. **Approval of a Recommendation from the Public Works Committee to Award a Design Services Agreement to Larson & Darby Group for the Waveland Park Pavilion Project in the Amount of \$69,300, to Include a 5% Contingency in the Amount of \$3,465, for a Grand Total Amount of \$72,765**
5. **Approval of a Recommendation from the Public Works Committee to Award the Thermoplastic Lane Marking Bid to Superior Road Striping, Inc. in the Amount of \$85,000**
6. **Approval of a Recommendation from the Public Works Committee to Award of Bid for the Recreation Center Rooftop HVAC Unit Replacements Project to Cahill Heating & Air Conditioning, in the Amount of \$66,100, to Include a 10% Contingency in the amount of \$6,610, for a Total Cost of \$72,710**
7. **Approval to Authorize the City Manager to enter into a contract with Sports Surface Pros for Everett Park Tennis Court Resurfacing Services, in the Amount of \$55,000 to include a Contingency in the Amount of \$5,000 for a Total Cost of \$60,000**
8. **Consideration of a Waiver of Permit Fees Related to the Addition of Farm Buildings and a Commercial Kitchen at Elawa Farm, 1401 Middlefork Drive. (Approval by Motion)**
9. **Consideration of Ordinances Approving Recommendations from the Building Review Board for 890 Oak Knoll Drive and 1129 Griffith Road (First Reading, and if Desired by the City Council, Final Approval)**

10. Consideration of an Ordinance Approving a Recommendation from the Zoning Board of Appeals in Support of Zoning Variances for 1129 Griffith Road. (First Reading, and if Desired by the City Council, Final Approval)

COUNCIL ACTION: Approve the ten (10) omnibus items as presented

Alderman Walther made a motion to approve the ten (10) Omnibus items as presented, seconded by Alderman Clemens. The following voted "Aye": Alderman Novit, Clemens, Notz, Powers, Goshgarian, LeVert, Weber, and Walther. The following voted "Nay": none. 8-Ayes, 0-Nays, motion carried.

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

OLD BUSINESS

NEW BUSINESS

ADDITIONAL ITEMS FOR COUNCIL DISCUSSION/COMMENTS BY COUNCIL MEMBERS
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The Mayor and members of the City Council thanked Tucker Devisetty for a job well done as Mayor for the day!

ADJOURNMENT

There being no further business Mayor for a Day, Tucker Devisetty asked for a motion to adjourn. Alderman Powers made a motion to adjourn, seconded by Alderman Notz. Motion carried unanimously by voice vote at 7:30pm 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.

The City of Lake Forest
SPECIAL CITY COUNCIL WORKSHOP MEETING
Proceedings of the Monday, July 1, 2024 6:00 pm.
City Council Workshop Meeting – Municipal Services
800 N. Field Drive, Lake Forest, IL 60045

CALL TO ORDER AND ROLL CALL: Honorable Mayor Tack called the meeting to order at 6:00 p.m., and City Clerk Margaret Boyer called the roll of Council members.

Present: Honorable Mayor Tack, Alderman Novit, Alderman Clemens, Alderman Notz, Alderman Powers, Alderman Goshgarian, Alderman LeVert, and Alderman Weber.

Absent: Alderman Walther.

CALL TO ORDER AND ROLL CALL

6:00 p.m.

1. Review of Due Diligence Reports Related to 1925 Field Court for Adaptive Reuse

Summary: City Manager Jason Wicha noted to the Council that there are no votes at this workshop meeting, this meeting is in preparation for the Council's meeting on July 15. The Council will hear information on time sensitive items and can discuss the Council's comfort level of the project that this meeting is meant to be informational and conversational. He gave a high level overview of potential project milestones, reviewing the last 90 days. The City Council had discussion on retro-fitting the current building and the design process.

○ **Concord Group Report for Whole Building and Site Assessment**

Summary: Justin Johnson shared company history, their project approach, project outcomes and estimates with build-out costs removed. *Project approach* full visual inspection, soft costs not included such as permits and design. *Project outcomes* reviewed lifespan of assets noting that 10 year asset replacement capital projection is not a scenario. The City Council had discussion on the price tag and how it fits in with the needs, assets in the building and how they can replace fan motors and compressor to lengthen the life span of the asset. *Estimates with build-out costs removed* a ten year asset replacement Capital projection was shared along with a original costs compared to updated costs. The City Council had discussion on the annual capital improvement budget, no amount is allocated to just one building, the assumption of 2029 replacement of assets, Public Works in 2019 reviewed 27 buildings, percentage of impact to homeowner, not looking to City Council to raise revenues.

○ **FGM Architects Report for a Space Needs Analysis**

Summary: Mike Elliot and Louise Gruener Kowalczyk shared their other community based adaptive reuse project history. Defining the need was shared, highlights of examples of need to have spaces was shared. The City Council had discussion on challenges, the firing range, what items are able to be accommodated, previous work of the firm. Examples of nice to have spaces was shared, the city council had discussion on how long until the nice to have spaces become need to have spaces, staffing assumptions, and current number of sworn officers, is there a National standard? Yes, approximately 700-1200 square feet per officer, is that including the nice to have? Should the Council choose to proceed, a menu of nice to have would be shared and the Council can decide what to add. The Council went on to have a high level summary discussion using existing conditions, need to have and nice to have items. The City Council had discussion on biggest regrets of others who have undergone this process? *Total Cost Estimates* slide was shared including absorbing other costs Concord Group identified as infrastructure and mechanicals. The construction costs, contingency/escalations, engineering and architecture design fees along with soft costs (furniture, fixtures, etc.) were presented in both need to have and nice to have formats. The City Council had discussion on comfortability with the space, more space than needed, future growth, challenge of finding a parcel. How long to build a new building, the building giving the city significant flexibility, the lack of inventory of public property, build out of potential lessors,

ongoing maintenance costs, asset replacement schedule, no sight acquisition costs, consideration of starting over at the current location, building up two to three stories and the potential of flood plain area restrictions. Current public safety building viability for the next 30 to 50 years, sustainability, using existing building, the firing range and Sally port.

○ **Financing**

Summary: Jim Lockfeer shared a breakdown of *Operating Budget Estimates* that compares Municipal Services to the 1925 space with the assumption of full building use as is, with the addition of one fulltime maintenance personnel to be added. The City Council had discussion on lease payments to cover costs. Conway Park assessments, landscape maintenance. Municipal Services not a part of Conway Park Annual assessments. Assessments based on square footage. Assessment cover pond maintenance. Forestry and landscape. The option for reduction on CPOA Assessment for in kind services, i.e. snowplowing.

Summary: Elizabeth Holleb reviewed the self-limiting ordinance from 2013 and gave a history of the self limiting ordinance and shared graphics on current levied debt capacity, she shared a model of bonds were issued out today resulting in an additional increase to homeowners of approximately \$272. The Council had discussion about recent debt with Deerpath Park. A review of 10 year and 15 year \$25 million bond funding was shown along with the impact of overlapping debt levies of Lake forest property taxpayers. The Council had discussion on the policy, The current *five year fund balance forecast of the capital improvement fund* was shown with reserve funds available. Ms. Holleb reviewed the potential draw down of reserves in the General Fund. The City Council had discussion on this as a policy question. Fund balance target is 70% of revenues and this would take it to 60.17%, for Council consideration. The option to amend the self limiting Levy ordinance to exclude the Police Facility was discussed, leaving the ability to keep the full ordinance in place for future Councils. The City Council had discussion on taking on more debt, credit capacity, agency ratings, bond rates, Debt capacity, District 67 levy and the Lake Forest levy, fund balance reserves, paying off debt early, prepayment penalties, what it will mean for future Councils.

○ **Staff Reports**

Summary: City Manager Wicha gave a high level overview of *Potential Project Milestones*, the City Council offered feedback on identifying tenants, sharing space with other law enforcement agencies, what is going to happen at the second meeting in July either execute or terminate the purchase sale agreement, worse case scenario, resell building, communication to the public, feedback from the public, transparency, community recognizing the need, opportunity to save millions, the value of getting the building for 3.5 million.

2. Deerpath Watermain Project Report

Summary: Mike Thomas and Jim Lockfeer gave an overview of the water main project at Deerpath and Green Bay Roads. The City Council had discussion on the impact of the intersection being closed, communications to impacted properties, a detour was discussed, full closure vs. one lane closure, additional comments on Bank Lane one way- does it stay like that, is this part of the Bank Lane existing projects discussed recommendations from study. The project scope was discussed that included a number of items such as new sidewalks, landscape bump outs, improved street lighting, resurfacing Deerpath Rd., City Council had discussion on trees for Deerpath, picking the correct trees, a water main project map was shared showing the upsizing the pipe from 8" to 12". The City Council had additional discussion of loss of control of the project when IDOT is in charge, potential negative effects, logistics and streetscape was discussed. This item is planned for the July 15 City Council meeting.

3. Opportunity for Public Comment

Diane offered comments to the Council on the Deerpath Watermain project not using State dollars.

4. Adjournment

There being no further business Mayor Tack asked for a motion to adjourn. Alderman Preschlack made a motion to adjourn, seconded by Alderman Walther. Motion carried unanimously by voice vote at 8:15 p.m.

Respectfully Submitted,
Margaret Boyer, City Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “Agreement”) is made and entered into this ____ day of _____, 2024 by and between THE CITY OF LAKE FOREST (the City), an Illinois home rule and special charter municipal corporation, and the LAKE FOREST LIBRARY (“the Library”), an Illinois local library organized under the Illinois Local Library Act.

RECITALS

- A. The Library was chartered by the Lake Forest City Council on July 4, 1898. The Library is a legally separate organization governed by a nine member Board of Trustees appointed by the Mayor of the City.
- B. The Library’s primary funding source for operations is the annual property tax levy, which the City adopts on the Library’s behalf based on the levy request adopted by the Library Board of Trustees.
- C. The City and Library have a longstanding and mutually beneficial operating partnership whereby the City provides administrative and financial-related support that includes the Library’s use of the City’s financial operating software (BS&A), banking services through the City’s depository, audit services through the City’s independent audit firm, and the City provides accounting, payroll, accounts payable and other related services. This partnership provides efficiencies that reduce the overall cost burden to Lake Forest property taxpayers.
- D. This agreement is set forth to establish the parameters for the Library to participate in the City’s investment program with the eConnect Direct platform offered by Multi-Bank Securities.

NOW, THEREFORE, in consideration of the mutual promises herein stated and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Library hereby agree as follows:

- 1) **Investment Policy.** The City’s current investment policy was approved by the City Council in May 2022 and it provides that the policy “shall apply to Library funds managed and invested by the City on behalf of the Library.” The Library Board has reviewed the City’s current investment policy and acknowledges its application to the Library’s cash and investments held by the City, as well as to the fact that the City may amend its investment policy from time to time. The City will notify the Library Board of future amendments or changes to its investment policy. The Library Board agrees to and will approve a resolution adopting the same investment policy as the City’s investment policy within thirty days from the date of this Agreement or any amendment to the City’s investment policy.
- 2) **Authorized Investment Types and Duration.** The Library Board has determined that any investment type authorized in the City’s approved Investment Policy shall

be permitted and shall be authorized by the Library's investment policy. The Library Board shall provide direction to the Library Executive Director regarding preferred investment types. Any investment purchased on behalf of the Library must mature within three (3) years.

- 3) **Level of Authority.** The Library Board has or will designate the Library Executive Director as the Library's Investment officer. Based on the Library's investment policy, the Library Executive Director is authorized to initiate and approve any single investment up to \$250,000. Any single investment that exceeds \$250,000 must be approved by the Library Board's Finance Committee. The City is authorized to make investment purchases at the direction of the Library Executive Director and is authorized to rely upon the Library Executive Director's investment instructions without further inquiry, regardless of whether any purchase exceeding the Executive Director's level of authority has been approved. The City is under no obligation to verify or confirm the required approval. The total face value of all Library investments through eConnect Direct shall at no time exceed \$4,000,000.
- 4) **Cash Flow and Investment Maturities.** The City Finance Director and Library Executive Director will collaborate regarding the laddering of investment maturities to anticipate future Library cash flow needs. In the event the Library experiences an unanticipated cash flow requirement, the City may, but is not required, to purchase the investment from the Library at its current book value. Should this occur, the City will transfer cash to the Library fund and record the corresponding investment to the City investment portfolio.
- 5) **Investment Transaction Procedures.** When the Library desires to purchase an investment, the City Finance Director and Library Executive Director shall consult and review various options using the eConnect Direct Platform. The Library Executive Director will provide direction on the specific investment to purchase, at which time a confirmation email will be received and forwarded to the Library Executive Director. The City shall initiate a wire transfer of cash from the Library's operating cash account prior to the scheduled settlement date. The wire transfer will require dual approval – one City Finance team member to initiate the wire transfer and a second City Finance team member to approve.
- 6) **Investment Accounting Procedures.** The City will create an account in the Library Fund general ledger entitled "Investments – Multibank Securities." Each investment purchase/maturity will be recorded to this account to show a current balance of active investments. The City will also create an account in the Library Fund general ledger entitled "MBS Money Market." This account will be used to account for any cash in escrow due to investment purchase/maturities or investment interest not yet transferred to the operating cash account. Interest will be credited monthly to the Library Fund "Interest on Investments" account. Library staff with access to the General Ledger will be able to view and report on activity posted to these accounts.

- 7) **Commingling of Investments.** When City and Library funds are combined for investment purposes, the moneys combined for those purposes shall be accounted for separately in all respects, and the earnings from such investment shall be separately and individually computed, recorded, and credited to the agency and fund for which the investment was acquired.
- 8) **Investment Reporting Procedures.** The City will provide the Library a quarterly investment report as of July 31, October 31, January 31 and April 30.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized representatives and caused their respective corporate seals to be affixed hereunto.

THE CITY OF LAKE FOREST

LAKE FOREST LIBRARY

By: _____

Jason Wicha, City Manager

By: _____

Jim Clifton, President, Board of Trustees

Dated: _____

Dated: _____



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Lake Forest	Lake	12-00094-00-BR

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
ISBP Off-Sys	N/A	CMAQ	10-12-0011

Construction

State Job Number	Project Number
C-91-253-12	SEI5(774)

☐ Local Let/Day Labor ☒ Construction on State Letting ☐ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Lake Road	MUN 1370	0.01 mile	00.70	00.71

Location Termini
At Unamed Ravine

Current Jurisdiction	Existing Structure Number(s)	
City of Lake Forest	049-6852	<button>Remove</button>

PROJECT DESCRIPTION

Removal and replacement of the Lake Woodbine Bridge (Structure Number 0496852) carrying Lake Road over an unnamed ravine.

Local Public Agency	Section Number	State Job Number	Project Number
City of Lake Forest	12-00094-00-BR	C9125312	SE15(774)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the **LPA's** obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA's** responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The **LPA** certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

Local Public Agency	Section Number	State Job Number	Project Number
City of Lake Forest	12-00094-00-BR	C9125312	SEI5(774)

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

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

2.8 **Criminal Convictions.** The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

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

2.10 **Telecom Prohibition.** The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.

2.11 **Personal Conflict of Interest** - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2.12 **Organizational Conflict of Interest** - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.

2.13 **Accounting System.** The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

Local Public Agency	Section Number	State Job Number	Project Number
City of Lake Forest	12-00094-00-BR	C9125312	SEI5(774)

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

Local Public Agency	Section Number	State Job Number	Project Number
City of Lake Forest	12-00094-00-BR	C9125312	SE15(774)

may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Local Public Agency	Section Number	State Job Number	Project Number
City of Lake Forest	12-00094-00-BR	C9125312	SE15(774)

- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
City of Lake Forest	12-00094-00-BR	C9125312	SE15(774)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Stanford Tack

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

366005960 conducting business as a Governmental Entity.

DUNS Number 070160429

UEI Z3RKKAHQRUA9

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Acting Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☒ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
City of Lake Forest	Lake	12-00094-00-BR	C-91-253-12	SEI5(774)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	ISBP Off-S	\$1,945,000.00	*				Local	\$655,000.00	*	\$2,600,000.00
Total		\$1,945,000.00		Total			Total		\$655,000.00	\$2,600,000.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (ISBP Off-Sys) participation 80%, NTE \$1,945,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

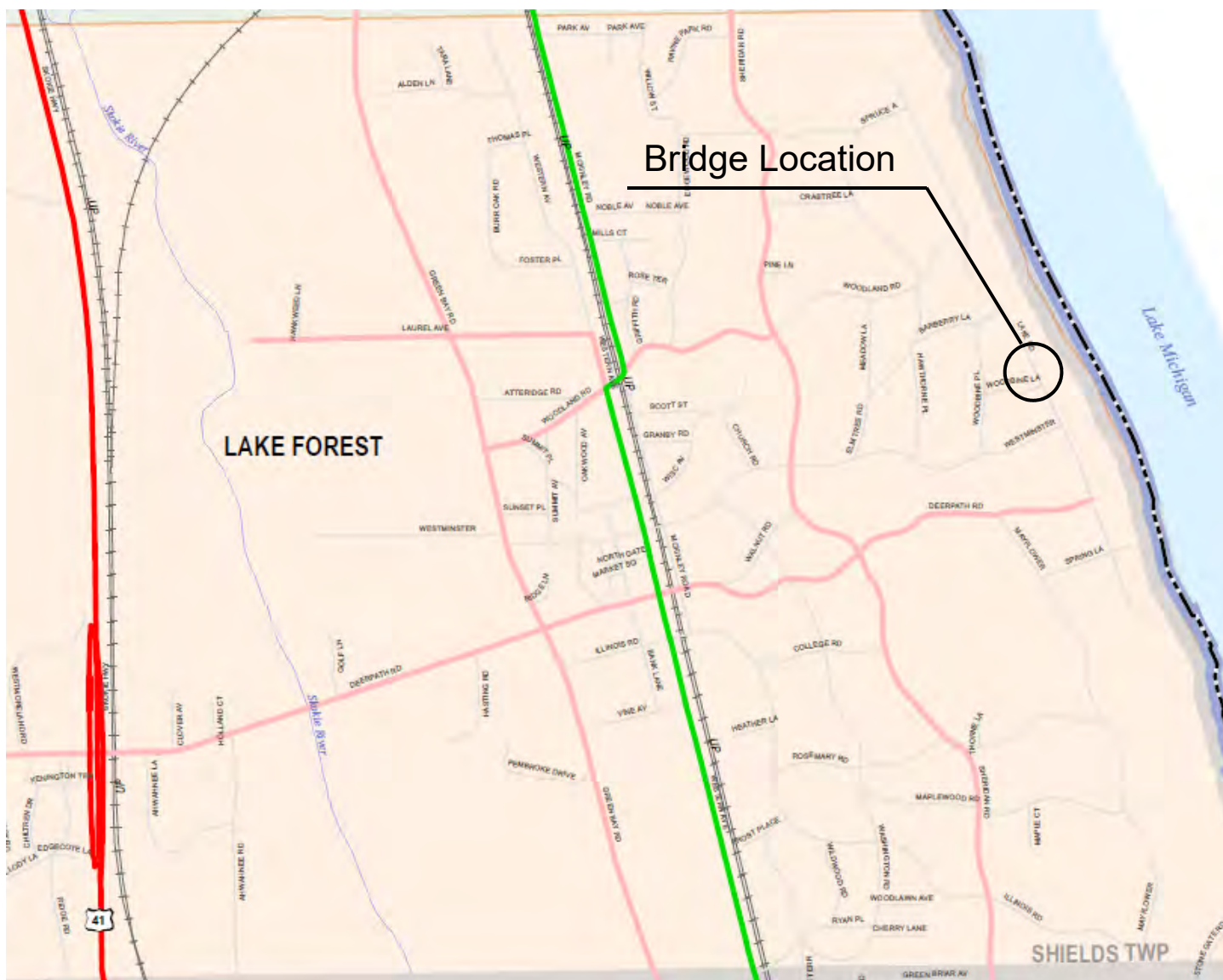
Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.



Lake Road Bridge over Ravine
Section 12-0094-00-BR
Project Location Map

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
City of Lake Forest	12-00094-00-BR	Lake		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	0
	What is the LPA's history with federal-aid funded transportation projects?	0 point - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	1
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk	
General History of Performance	1
Financial Controls	0
Audits	0
Total	1

District Review Signature & Date

Fely Gregorio

Digitally signed by Fely Gregorio
Date: 2024.04.23 06:41:16
-05'00'

Central Office Review Signature & Date

Teresa Cline

Digitally signed by Teresa Cline
Date: 2024.04.29 12:27:10
-05'00'

Additional Requirements? ☐ Yes ☒ No

Local Public Agency	Section Number	State Job Number	Project Number
City of Lake Forest	12-00094-00-BR	C9125312	SEI5(774)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did City of Lake Forest LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☒ Yes ☐ No

2. Does the City of Lake Forest LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current City of Lake Forest LPA fiscal year?

☐ Yes ☒ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the City of Lake Forest LPA performed a single audit for their previous fiscal year?

☒ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80*)?

☒ Yes ☐ No

b. For the current fiscal year, does the City of Lake Forest LPA intend to comply with Subpart F of 2 CFR 200?

☐ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Jason Wicha	City Manager	City of Lake Forest

Signature & Date

Jason Wicha Digitally signed by Jason Wicha
Date: 2024.04.22 12:44:09
-05'00'

SCHEDULE 5 –
LPA APPROPRIATION RESOLUTION

**Please attach the completed/signed LPA
Appropriation Resolution**

Please note: The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Local Public Agency	Section Number	State Job Number	Project Number
City of Lake Forest	12-00094-00-BR	C9125312	SEI5(774)

SCHEDULE NUMBER 5

Resolution No. _____

A Resolution for:

Section Number 12-00094-00-BR
 State Job Number C-91-253-12
 Project Number SEI5(774)

WHEREAS, the City of Lake Forest is proposing to
 Replace the Lake Woodbine Bridge

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the City Council

Section 1: The City Council hereby appropriates \$855,000.00
 or as much as may be needed to match the required funding to complete the proposed improvement from
Local Capital Funds and furthermore agree to pass a supplemental resolution if necessary to
 appropriate additional funds for completion of the project.

Section 2: The Jason Wicha, City Manager is hereby authorized to execute an AGREEMENT with IDOT
 for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The City Clerk of Lake Forest is directed to transmit 2 (two) copies of the AGREEMENT
 and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

I, Margaret Boyer City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Lake Forest in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Lake Forest at a meeting held on May 20, 2024
Governing Body Type Name of Local Public Agency Date

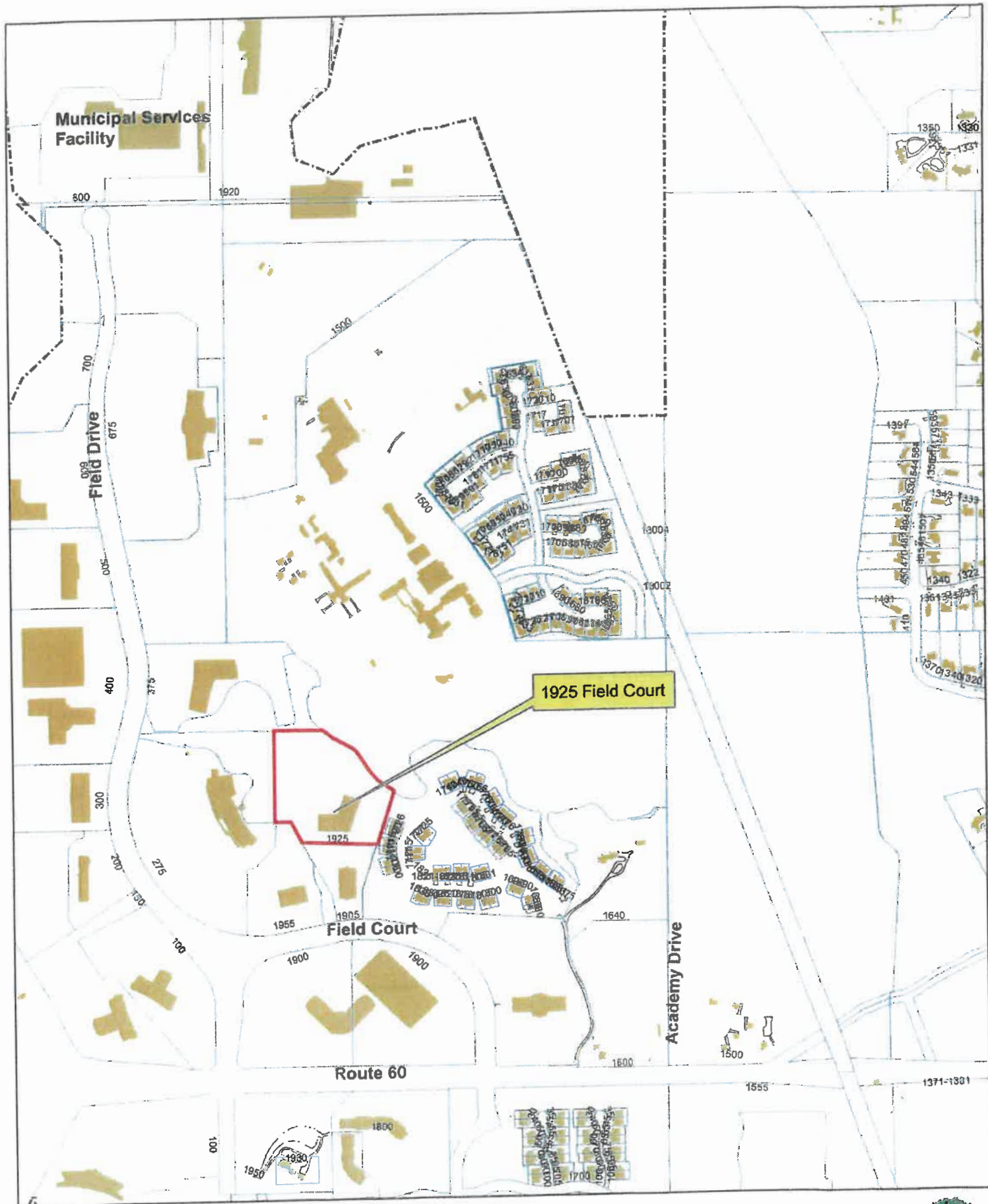
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20th day of May, 2024 ..
Day Month, Year

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
 Department of Transportation



VICINITY MAP - 1925 FIELD COURT

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

by and between

DP WEST LAKE AT CONWAY, LLC, as SELLER

and

CITY OF LAKE FOREST, as BUYER

1925 West Field Court, Lake Forest, Illinois

TABLE OF CONTENTS

	Page
Section 1. Key Terms	3
Section 2. Terms and Definitions	4
Section 3. Sale of Property and Exclusion of Assets.....	8
Section 4. Payment of Purchase Price	9
Section 5. Proration of Income and Expenses and Payment of Costs and Recording Fees	10
Section 6. Examination of Property.....	12
Section 7. Earnest Money Disbursement.....	16
Section 8. Seller's Representations	16
Section 9. Buyer's Representations.....	19
Section 10. Conditions to Buyer's Obligations	20
Section 11. Conditions to Seller's Obligations	20
Section 12. Seller Covenants.....	21
Section 13. Intentionally Omitted.....	21
Section 14. Closing.....	21
Section 15. Default; Breach of Representation	22
Section 16. Risk of Loss/Condemnation	24
Section 17. Entire Agreement.....	24
Section 18. No Representations or Warranties.....	24
Section 19. Notices.....	25
Section 20. Applicable Law	26
Section 21. Broker's Commissions.....	26
Section 22. Assignment	26
Section 23. Attorneys' Fees.....	26
Section 24. Jury Waiver.....	26

Section 25.	Tax Deferred Exchange.....	27
Section 26.	Confidentiality/No Public Disclosure	27
Section 27.	Exculpation.....	27
Section 28.	Survival.....	27
Section 29.	Computation of Time.....	27
Section 30.	Counterparts; Electronic Signatures	28
Section 31.	No Recording.....	28
Section 32.	Severability	28
Section 33.	Interpretation.....	28

<u>Exhibit A</u>	-	Real Property
<u>Exhibit B</u>	-	Form of Special Warranty Deed
<u>Exhibit C</u>	-	Form of General Assignment
<u>Exhibit D</u>	-	FIRPTA Affidavit
<u>Exhibit E</u>	-	Form of Owner's Affidavit
<u>Schedule 5</u>	-	Transaction Costs
<u>Schedule 8</u>	-	Service Agreements
<u>Schedule 9</u>	-	Buyer Inspections

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "**Agreement**") is made as of this **April 17, 2024** (the "**Effective Date**"); by and between **DP WEST LAKE AT CONWAY, LLC**, a Delaware limited liability company ("**Seller**") and **CITY OF LAKE FOREST**, an Illinois home rule municipal corporation ("**Buyer**").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Key Terms.

"Purchase Price"	the sum of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00), payable in cash at Closing
"Examination Period"	<p>the period beginning on the Effective Date, and extending until 5:00 p.m. (New York, New York time) on the date that is the later to occur of (a) the date that is ninety (90) days after the Effective Date, or (b) July 17, 2024 (the "Due Diligence Expiration Date").</p> <p>Notwithstanding the foregoing, Buyer shall have one (1) option (the "Extension Option") to extend the Due Diligence Expiration Date for thirty (30) days by delivering written notice to Seller thereof (the "Extension Notice") on or prior to the then-existing Due Diligence Expiration Date; provided however, that if Buyer elects to exercise the Extension Option, Buyer shall deliver to the Escrow Agent the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) as an additional earnest money deposit (the "Extension Earnest Money Deposit") within two (2) Business Days after Buyer delivers the Extension Notice to Seller.</p> <p>Notwithstanding anything in the Agreement to the contrary, (i) a portion of the Extension Earnest Money Deposit in the amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000) (the "Non-Refundable Portion") shall be non-refundable to Buyer except as expressly set forth in subsection (ii) of this sentence, and (ii) if Buyer terminates the Agreement for any reason other than pursuant to Section 15(b) of the Agreement, the Non-Refundable Portion shall be disbursed to Seller and retained by Seller on a non-refundable basis.</p>

"Closing Date"	the actual date of Closing, which shall occur on the date that is sixty (60) days after the Due Diligence Expiration Date, plus number of days (if any) necessary to cause the Closing Date to occur on a Tuesday or Wednesday or Thursday.
"Earnest Money"	the Initial Earnest Money and, to the extent deposited, the Extension Earnest Money Deposit.
"Extension Earnest Money"	ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) (together with all interest accrued thereon).
"Initial Earnest Money"	ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) (together with all interest accrued thereon).

Section 2. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

- (a) **"Affiliate" or "Affiliates"** shall mean any Person, from time to time, that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with another Person. For purposes of this Agreement, the term "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and shall in any event include the ownership or power to vote fifty percent (50%) or more of the outstanding equity or voting interests, respectively, of such other Person.
- (b) **"Asset File"** shall mean the materials with respect to the Property (i) delivered to Buyer or its representatives by or on behalf of Seller, and (ii) made available to Buyer at the Property, at the offices of Seller or Seller's Broker or attorney, and (iii) made available or on an online data website (item (iii) of this sentence, the **"Online File Folder"**). Seller shall use commercially reasonable efforts to provide Buyer with access to the Online File Folder within one (1) Business Day after the Effective Date.
- (c) **"Business Day" or "business day"** means any day other than Saturday, Sunday or any federal legal holiday on which national banks are not open for general business in the State in which the Property is located.
- (d) **"Buyer's Broker"** means Maple Avenue Real Estate Advisors LLC.
- (e) **"Buyer's Knowledge"** shall mean the actual knowledge of Catherine Czerniak, Director of Community Development (email: czerniac@cityoflakeforest.com) and/or Bruce Reid (Email: breid@mapleavereadvisors.com), which shall also be deemed to include, any matter disclosed (i) in any exhibit or schedule to this Agreement, (ii) in the Asset File or any other document or written materials provided by or on behalf of Seller to Buyer prior to the Closing, (iii) in due diligence reports or inspections obtained by Buyer, (iv) in an estoppel certificate delivered to Buyer, or (v) in writing by Seller to Buyer.

- (f) **"Buyer's Notice Address"** shall be as follows, except as the same may be changed pursuant to the Notice section herein:

City of Lake Forest
Attn: Jason Wicha
220 E. Deerpath
Lake Forest, IL 60045
Email: wichaj@cityoflakeforest.com

With a copy to:

City of Lake Forest
Attn: Catherine Czerniak, Director of Community Development
220 E. Deerpath
Lake Forest, IL 60045
Email: czerniac@cityoflakeforest.com

With a copy to:

Ancel Glink, P.C.
Attn: Gregory W. Jones
140 S. Dearborn Street, 6th Floor
Chicago, IL 60603
Email: gjones@ancelglink.com

- (g) **"Claims"** has the meaning ascribed to such term in Section 18 hereof.
- (h) **"Claim Cap"** has the meaning ascribed to such term in Section 15(c) hereof.
- (i) **"Closing"** shall mean the consummation of the transactions contemplated by this Agreement.
- (j) **"Closing Date"** shall have the meaning ascribed to such term in Section 1 hereof.
- (k) **"Contracts"** shall mean those certain contracts or agreements to which Seller is a party affecting the Property, including, without limitation, the Service Agreements, delivered as part of the Asset File or entered into by Seller in accordance with this Agreement.
- (l) **"Deed"** has the meaning ascribed to such term in Section 14(a) hereof.
- (m) **"Demand"** has the meaning ascribed to such term in Section 7(b) hereof.
- (n) **"Earnest Money"** shall have the meaning ascribed to such term in Section 1 hereof.
- (o) **"Escrow Agent"** shall mean shall mean **Old Republic National Title Insurance Company**, at its offices at 20 South Clark Street, Suite 2900, Chicago, IL 60603, Attention: Kim Spahr, Telephone: 312.641.7756; Email: kspahr@oldrepublictitle.com), with a copy to: Lexington National Land Services, LLC, at its offices located at 420 Lexington Avenue, Suite 1820, New York, NY 10170; Attention: Lisa Bordeaux (Telephone: 469-676-1301; E-mail: lboreaux@lexnls.com).

- (p) **"Examination Period"** shall have the meaning ascribed to such term in Section 1 hereof.
- (q) **"Excluded Assets"** has the meaning ascribed to such term in Section 3(b) hereof.
- (r) **"FIRPTA"** has the meaning ascribed to such term in Section 8(c) hereof.
- (s) **"Government List"** has the meaning ascribed to such term in Section 8(k)(i) hereof.
- (t) **"Governmental Authority"** has the meaning ascribed to such term in Section 8(k)(i) hereof.
- (u) **"Improvements"** has the meaning ascribed to such term in the definition of Property.
- (v) **"Intangible Property"** has the meaning ascribed to such term in the definition of Property.
- (w) **"Mandatory Cure Lien"** has the meaning ascribed to such term in Section 6(a) hereof.
- (x) **"Material Contracts"** shall mean all Contracts other than any Contract that either (i) is terminable as of right and without cause on sixty (60) days' or less notice without cost or penalty or (ii) does not require the payment by, or on behalf of, Seller of more than \$100,000 with respect to any Property in any calendar year.
- (y) **"New Exception"** has the meaning ascribed to such term in Section 6(a) hereof.
- (z) **"New Exception Review Period"** has the meaning ascribed to such term in Section 6(a) hereof.
- (aa) **"Objections"** has the meaning ascribed to such term in Section 6(a) hereof.
- (bb) **"Objection Notice"** has the meaning ascribed to such term in Section 6(a) hereof.
- (cc) **"OFAC"** has the meaning ascribed to such term in Section 8(k)(i) hereof.
- (dd) **"Permitted Exceptions"** shall mean all of the following: (i) liens for current real estate taxes and special assessments which are not yet due and payable, (ii) any title exception which is approved, waived or deemed approved or waived by Buyer pursuant to Section 6(a), (iii) any exceptions caused by or resulting from the acts or agreements of Buyer or its Affiliates or any of their agents, representatives or employees, and (iv) such other exceptions as the Title Insurer shall commit to insure over (including pursuant to an endorsement) without any additional cost or liability to Buyer, whether such insurance is made available in consideration of payment, bonding, indemnity of Seller or otherwise, or made pursuant to an endorsement to the Title Policy.
- (ee) **"Person"** means any natural person, partnership, corporation, limited liability company and any other form of business or legal entity.
- (ff) **"Personalty"** has the meaning ascribed to such term in the definition of Property.
- (gg) **"Property"** shall mean, other than Excluded Assets, (a) that certain real property located at the address of **1925 West Field Court, Lake Forest, Illinois**, as legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the **"Real Property"**), together with all buildings, facilities and other improvements located thereon (collectively,

the “**Improvements**”); (b) Intentionally Omitted; (c) all right, title and interest of Seller in all machinery, furniture, equipment and items of personal property of Seller attached or appurtenant to, located on or used in the ownership, use, operation or maintenance of the Property or the Improvements, if any (collectively, the “**Personalty**”); (d) all easements, licenses, rights and appurtenances relating to any of the foregoing; and (e) all right, title and interest of Seller in and to any warranties, tradenames, logos (including any federal or state trademark or tradename registrations), or other identifying name or mark now used in connection with the Real Property and/or the Improvements, and not any other property owned by Seller or its Affiliates (the “**Intangible Property**”).

- (hh) **“Purchase Price”** shall have the meaning ascribed to such term in Section 1 hereof.
- (ii) **“Real Property”** has the meaning ascribed to such term in the definition of Property.
- (jj) **“Representation Claim”** has the meaning ascribed to such term in Section 15(d) hereof.
- (kk) **“Seller Releasees”** has the meaning ascribed to such term in Section 18 hereof.
- (ll) **“Seller’s Broker”** shall mean **Lincoln Property Company**.
- (mm) **“Seller’s Notice Address”** shall be as follows, except as same may be changed pursuant to the Notice section herein:

Blackstone Real Estate Advisors L.P.
 345 Park Avenue
 New York, New York 10154
 Attn: Head, U.S. Asset Management; General Counsel
 Email: realestatenotices@blackstone.com

and

c/o Link Logistics Real Estate LLC
 602 W. Office Center Dr.; Suite 200
 Fort Washington, PA 19034
 Attn: General Counsel
 Email: Legaldistribution@liprop.com

With a copy to:

Barack Ferrazzano Kirschbaum & Nagelberg LLP
 200 W. Madison St., Suite 3900
 Chicago, Illinois 60606
 Attention: Jeff Davidson, Esq.
 E-Mail: jeff.davidson@bfkn.com

- (nn) **“Service Agreements”** means those certain Contracts set forth on **Schedule 8** attached hereto and made a part hereof, all of which Buyer shall either terminate or assign to Buyer at Closing.
- (oo) **“Survey”** shall mean the survey for the Property to be obtained by Buyer.

- (pp) **"Survival Period"** has the meaning ascribed to such term in Section 15(c) hereof.
- (qq) **"Threshold Amount"** has the meaning ascribed to such term in Section 15(c) hereof.
- (rr) **"Title Insurer"** shall mean shall mean **Old Republic National Title Insurance Company** through Lexington National Land Services, LLC, as service company, its offices located at 420 Lexington Avenue, Suite 1820, New York, NY 10170; Attention: Kelly Demonda (Telephone: 646-783-6010; E-mail: kdemonda@lexnls.com) and Lisa Bordeaux (Telephone: 469-676-1301; E-mail: lbordeaux@lexnls.com)

To Escrow Agent/Title Company:

Gregory J. Chaparro
Senior Vice President
Old Republic National Title Insurance Company
20 South Clark Street, Suite 2900
Chicago, IL 60603
Telephone: 312.641.7787
gchaparro@oldrepublictitle.com

With a Copy to:

Lexington National Land Services, LLC
420 Lexington Avenue, Suite 1820
New York, NY 10170
Attention: Kelly Demonda
Email: kdemonda@lexnls.com

and

Lisa Bordeaux
E-mail: lbordeaux@lexnls.com

- (ss) **"Title Policy"** shall mean an ALTA owner's title insurance policy, or irrevocable and unconditional commitment to issue the same, in the amount of the Purchase Price, insuring, or committing to insure title in fee simple to the Real Property subject only to the Permitted Exceptions.
- (tt) **"Title Report"** shall mean the title commitment for the Property to be obtained by Seller.
- (uu) **"Violations"** has the meaning ascribed to such term in Section 6(e) hereof.

Section 3. Sale of Property and Exclusion of Assets.

- (a) **Sale of Property.** Subject to the terms of this Agreement, Seller agrees to sell, and Buyer agrees to purchase, the Property for the Purchase Price (subject to the adjustments, prorations and credits provided for in this Agreement). **TIME SHALL BE OF THE ESSENCE WITH RESPECT TO BUYER'S AND SELLER'S OBLIGATIONS UNDER THIS AGREEMENT** (subject to such adjournments of the Closing Date as are expressly permitted by this Agreement).

- (b) **Exclusion of Assets.** Notwithstanding anything to the contrary contained in this Agreement, it is expressly agreed by the parties hereto that the following items are expressly excluded from the assets to be sold to Buyer (collectively, the “**Excluded Assets**”):

- (1) **Cash.** All cash on hand or on deposit in any house bank, operating account or other account maintained in connection with the ownership, operation or management of the Property or any assets;
- (2) **Third Party Property.** Any fixtures, personal property, equipment, artwork, trademarks or other intellectual property or other assets which are (A) owned or leased by (x) the supplier or vendor under any Contract, or (y) Seller's property manager of the Property or (B) leased by Seller (including from any Affiliates);
- (3) **Insurance Claims.** Any insurance claims or proceeds arising out of or relating to events that occur prior to the Closing Date subject to the terms of **Section 16**;
- (4) **Claims Against Former Tenants.** Any claims or proceeds arising out of or relating to claims of Seller against any other former tenants or occupants of any portion of the Property; and
- (5) **Additional Reserved Seller Assets.** Any proprietary or confidential materials (including any materials relating to the background or financial condition of a present or prior direct or indirect partner or member of Seller), the internal books and records of Seller relating, for example, to contributions and distributions prior to the Closing, any software, the names “BX”, “Blackstone”, “GPT”, “GPT Operating Partnership LP”, “Gramercy Property Trust”, “Revantage”, “Gateway”, “Link Industrial Properties”, “LIPROP”, “Link Logistics”, “Link”, “Link360” and any derivations thereof, and any trademarks, service marks, trade names, brand marks, brand names, domain names, social media identifiers or sites (including, but not limited to, Facebook, Instagram, Twitter or Snapchat) trade dress or logos relating thereto, any development bonds, letters of credit or other collateral held by or posted with any Governmental Authority or other third party with respect to any improvement, subdivision or development obligations concerning the Property or any other real property, and any other intangible property that is not used exclusively in connection with the Property.

- (c) This Agreement is intended to be a single unitary agreement. Seller is required to sell all of the Property to Buyer pursuant to the terms and provisions of this Agreement, and Buyer is required to purchase all of the Property from Seller pursuant to the terms and provisions of this Agreement.

- (d) At Closing, subject to the terms of this Agreement, Seller agrees to convey to Buyer title to the Property as described in the Deed, subject only to the Permitted Exceptions.

Section 4. Payment of Purchase Price.

- (a) **Purchase Price.** Buyer shall pay the Purchase Price to Seller in accordance with all the terms and conditions of this Agreement.
- (b) **Earnest Money.** The Initial Earnest Money shall be delivered by Buyer to Escrow Agent within two (2) Business Days after the execution and delivery to both parties of this Agreement, failing which, at the election of Seller upon written notice delivered to Buyer prior to the date upon which Buyer delivers the Initial Earnest Money to Escrow Agent, this Agreement shall be deemed null and void and of no further force or effect. If Buyer delivers an Extension Notice, the Extension Earnest Money Deposit shall be delivered by Buyer to Escrow Agent within two (2) Business Days after Buyer delivers the Extension Notice, failing which, at the election of Seller upon written notice delivered to Buyer prior to the date upon which Buyer delivers the Initial Earnest Money to Escrow Agent, this Agreement shall be deemed null and void and of no further force or effect. The Earnest Money shall be deposited by Buyer in escrow with Escrow Agent, to be applied as part payment of the Purchase Price at the time the sale is closed, or disbursed as agreed upon in accordance with the terms of this Agreement. The Earnest Money shall be non-refundable to Buyer except as expressly provided in this Agreement.

Section 5. Proration of Income and Expenses and Payment of Costs and Recording Fees.

- (a) **Proration of Income and Expenses.** Unless otherwise provided below, the following are to be adjusted and prorated between Seller and Buyer on an accrual basis as of 12:01 A.M. on the Closing Date, based upon a 366-day year, with Buyer being deemed to be the owner of the Property during the entire day of the Closing Date and being entitled to receive all operating income of the Property, and being obligated to pay all operating expenses of the Property beginning on and following the Closing Date and the net amount thereof under this Section 5 shall be added to (if such net amount is in Seller's favor) or deducted from (if such net amount is in Buyer's favor) the Purchase Price payable at Closing:
 - (i) **Contracts.** Amounts paid or payable under the Contracts assumed by Buyer (if any) shall be prorated.
 - (ii) **Taxes.** All real estate and personal property taxes and assessments with respect to the Property shall be prorated for the current year on an accrual basis between Seller and Buyer as of the Closing Date, with the maximum discount allowed by applicable law (on the basis of the actual number of days elapsed over the applicable period). In no event shall Seller be charged with or be responsible for any increase in the taxes on the Property resulting from the sale of the Property contemplated by this Agreement or following Closing, any change in use of the Property on or after the Closing Date, or any improvements made or leases entered into on or after the Closing Date. If any taxes or assessments on the Property covered by this paragraph are payable in installments, then the installment allocable to the period in which the Closing occurs shall be prorated as of the Closing Date (with Buyer being obligated to pay that portion of such installment attributable to the period on and after the Closing Date, as well as all installments coming due on or after the Closing Date). If Closing shall occur before the actual taxes and assessments payable during the year in which Closing occurs are known, the apportionment of taxes and assessments covered by this paragraph shall be upon the basis of 105% of the taxes for the Property payable during the immediately preceding tax year, calculated using the maximum discount allowed by law; provided, however, that, if the taxes and assessments covered by this

paragraph payable during the year in which Closing occurs are thereafter determined to be more or less than the taxes payable during the preceding year, Seller and Buyer shall promptly (but no later than December 31 of the year of the Closing) adjust the proration of such taxes and assessments, and Seller or Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment; this covenant shall survive the Closing until December 31 of the year of Closing.

- (iii) Water and Sewer Charges. Water rates, water meter charges, sewer rents and vault charges, if any, shall be adjusted and prorated on the basis of the fiscal period for which assessed. If there is a water meter, or meters, on the Property, Seller agrees to use commercially reasonable efforts to, at the Closing, furnish a reading of same to a date not more than thirty (30) days prior to the Closing and the unfixed meter charges and the unfixed sewer rent thereon for the time intervening from the date of the last reading shall be apportioned on the basis of such last reading, and shall be appropriately readjusted after the Closing on the basis of the next subsequent bills. Unmetered water charges shall be apportioned on the basis of the charges therefor for the same period of the preceding calendar year, but applying the current rate thereto.
 - (iv) Utility Charges. Buyer shall transfer all utilities at the Property to its name as of the Closing Date, and where necessary, post deposits with the utility companies. Seller shall be entitled to recover any and all deposits held by any utility company as of the Closing Date; provided that if any such deposit is transferred to Buyer at Closing, Seller shall receive a credit at Closing in the amount of the deposit so transferred. Seller shall have the right to terminate any utilities in its name as of twenty four (24) hours after the Closing.
 - (v) Third Party Report Costs. Buyer shall be responsible for procuring, at its sole cost and expense, any Phase I environmental site assessments, survey (or update to the Survey) property condition assessments and any other reports for the Property.
 - (vi) Other. Such other items as are customarily prorated in transactions of this nature shall be ratably prorated in accordance with local custom.
 - (vii) Miscellaneous. If applicable, all owner's association or similar fees and assessments due and payable with respect to the Property with respect to the year in which the Closing occurs shall be adjusted and prorated based on the periods of ownership by Seller and Buyer during such year.
- (b) Re-Adjustment. In the event any prorations or apportionments made under this Section 5 shall prove to be incorrect for any reason, then any party shall be entitled to an adjustment to correct the same. Any item that cannot be finally prorated because of the unavailability of information shall be tentatively prorated on the basis of the best data then available and reprorated when the information is available. Notwithstanding anything to the contrary set forth herein, all reprorations contemplated by this Agreement shall be completed within six (6) months after Closing (subject to extension solely as necessary due to the unavailability of final information but in no event to exceed one (1) year after Closing). The obligations of Seller and Buyer under this paragraph shall survive the Closing.

- (c) **Transaction Costs.** Buyer and Seller agree to comply with all real estate transfer and recordation tax laws applicable to the sale of the Property. At Closing, Seller shall pay or cause to be paid the transaction costs allocated to Seller on Schedule 5. At Closing, Buyer shall pay (i) all fees, costs or expenses in connection with Buyer's due diligence reviews and analyses hereunder, (ii) the cost of the Survey and/or any update thereto or recertification thereof, as applicable and (iii) the transaction costs allocated to Buyer on Schedule 5. Any other transaction costs shall be paid by Buyer and Seller, as applicable, in accordance with local custom for the Property. Seller and Buyer shall pay their respective shares of prorations as herein provided. Except as otherwise expressly provided in this Agreement, each party shall pay the fees of its own attorneys, accountants and other professionals.

Section 6: Examination of Property. Seller and Buyer hereby agree as follows:

(a) **Title Examination.**

- (i) **During Examination Period.** Buyer shall furnish to Seller no later than five (5) Business Days prior to the expiration of the Examination Period a written notice (the "**Objection Notice**") specifying any defects in title set forth in the Title Report or on the Survey or any other matter that would be disclosed by a current, accurate survey of the Real Property and Improvements (the "**Objections**"), and any such defect that Buyer fails to timely raise as an Objection pursuant to this paragraph shall be conclusively deemed waived by Buyer and shall be considered a Permitted Exception. Seller may notify Buyer within three (3) Business Days after receipt of the Objections whether Seller will cure the Objections. If Seller does not respond within said three (3) Business Day period, Seller shall be deemed to have elected to not cure the Objections. If Seller does not agree (or is deemed to not agree) to cure the Objections, Buyer shall have the right, by written notice given to Seller and Title Insurer within two (2) Business Days after receipt of Seller's notice (or within two (2) Business Days after the expiration of Seller's three (3) Business Day response period, if Seller does not respond, but in no event later than the expiration of the Examination Period), to terminate this Agreement and obtain a refund of the Earnest Money (other than the Non-Refundable Portion, if applicable). If either (a) Buyer fails to elect to terminate this Agreement by written notice given to Seller within said period or (b) Buyer sends written notice waiving the Objections, then Buyer shall be conclusively deemed to have elected to waive the Objections and close title in accordance with this Agreement, and without any abatement or reduction of the Purchase Price, and such Objections shall constitute Permitted Exceptions. If Buyer elects to terminate this Agreement by written notice given to Seller within such period, the Earnest Money shall be returned to Buyer, and upon such return, except as expressly provided herein, this Agreement and all rights and obligations of the respective parties hereunder shall be null and void. Buyer shall conclusively be deemed to have waived its right to object to any defect set forth in the aforesaid Title Report and Survey (or any other matter that would be disclosed by a current, accurate survey of the Real Property and Improvements) and accepted the same as Permitted Exceptions, to the extent Buyer fails to deliver an Objection Notice to Seller prior to the date that is five (5) Business Days prior to the expiration of the Examination Period identifying such defect or other matter as an Objection under such Objection Notice.

- (ii) Following Examination Period. If at any time after the expiration of the Examination Period, any update to a Title Report discloses any additional item which (i) was not disclosed on any version of or update to a Title Report or Survey (or any other matter that would be disclosed by a current, accurate survey of the Real Property and Improvements as of the end of the Examination Period) delivered to Buyer during the Examination Period, (ii) is not a Permitted Exception and (iii) has a material adverse effect on the ownership, use or operation of the Property (the "New Exception"), then Buyer shall have a period of five (5) Business Days from the date of its receipt of such update (the "New Exception Review Period") to review and notify Seller in writing of Buyer's approval or disapproval of the New Exception. If Buyer disapproves of the New Exception, Seller may, in its sole discretion, notify Buyer as to whether it is willing to cure the New Exception. If Seller fails to deliver a notice to Buyer within three (3) Business Days after the expiration of the New Exception Review Period, Seller shall be deemed to have elected not to cure the New Exception. If Seller elects not to cure the New Exception (or is deemed to have elected not to cure), Buyer may, as its exclusive remedy, elect either: (a) to terminate this Agreement by written notice given to Seller within seven (7) Business Days after receipt of Seller's notice (or within seven (7) Business Days after the expiration of Seller's three (3) Business Day period, if Seller does not respond), but in no event later than the Closing Date, and obtain a refund of the Earnest Money (other than the Non-Refundable Portion, if applicable), and upon such refund, except as expressly provided herein, this Agreement and all rights and obligations of the respective parties hereunder shall be null and void; or (b) to waive the New Exception and proceed with the transactions contemplated by this Agreement without any reduction in the Purchase Price, in which event such New Exception shall be a Permitted Exception. If Buyer fails to timely notify Seller of its election to terminate this Agreement in accordance with the foregoing sentence, Buyer shall be deemed to have elected to approve and irrevocably waive any objections to the New Exception.
- (iii) Mandatory Cure Liens. Notwithstanding the foregoing, Seller shall be obligated at Closing to cause the release or discharge of (i) any lien encumbering the Property and voluntarily created by Seller after the Effective Date that was not a Permitted Exception as of the expiration of the Examination Period and (ii) any lien securing a mortgage or deed of trust entered into by Seller (each, a "Mandatory Cure Lien"). Seller shall have the right to adjourn the Closing Date up to thirty (30) calendar days in order to cause Title Insurer (or, if Title Insurer is unwilling or unable to do so, any other nationally recognized title insurance company reasonably acceptable to and approved by the Buyer) to issue the Title Policy to Buyer without exception for any Mandatory Cure Lien excluding a Mandatory Cure Lien securing any existing mortgage or deed of trust for financing obtained or assumed by Seller or its Affiliate that encumbers all or any portion of the Property as of the Effective Date. In the event such Mandatory Cure Lien is bonded over by Seller or others at or prior to the Closing or if Seller causes it to be omitted from the Title Policy (or is otherwise insured over by the Title Insurer), then Seller shall be deemed to have satisfied the provisions of this sentence and caused the release of such Mandatory Cure Lien. The parties acknowledge and agree that Seller shall have the right to apply or cause Escrow Agent to apply all or any portion of the Purchase Price to cause the release of any Mandatory Cure Lien. Except as expressly set forth in this Section 6(a), nothing contained in this

Agreement shall be deemed to require Seller to take or bring any action or proceeding or any other steps to remove any title exception or to expend any moneys therefor, nor shall Buyer have any right of action against Seller, at law or in equity, for Seller's inability to convey its interest in the Property subject only to the Permitted Exceptions.

- (b) **Due Diligence.** During the term of this Agreement, Buyer and its agents, employees, representatives and attorneys shall have the right to enter the Property for the sole purpose of making physical non-intrusive inspections thereof (including, without limitation, those identified on **Schedule 9**) pursuant to the terms and conditions of this Agreement; provided, however, that (i) each such inspection or examination of the Property shall take place during regular business hours and is upon delivery of reasonable prior written notice (at least 48 hours) to Seller at the following e-mail address (arubio@linklogistics.com); (ii) such activities by or on behalf of Buyer on the Property shall not damage the Property nor interfere with the use and operation of the Property by Seller and its residents, tenants, subtenants, licensees, contractors or other users, guests or occupants of the Property; (iii) Buyer shall not communicate with any (x) partners or managing agents of the property, or (y) adjoining property owners, lenders, contractors or insurers with respect to the Property without, in each instance, the prior written consent of Seller, which consent may be withheld in Seller's sole discretion; and (iv) neither Buyer nor any employee, agent, representative or attorney of Buyer shall contact any Federal, state, county, municipal or other department or governmental agency (other than Buyer) regarding the Property without Seller's prior written consent thereto (to be given in Seller's sole discretion), provided, however, Buyer may (A) conduct customary searches of the public records, and may cause PZR or a similar company to conduct zoning searches and violations searches and similar searches, and (B) communicate with the Conway Park Owners' Association and their agents and designees, all without the Seller's consent. Notwithstanding the foregoing, Buyer must obtain Seller's prior written approval, to be given in Seller's sole discretion, of the scope and method of any environmental sampling, testing or investigation (other than a standard, non-intrusive Phase I environmental assessment) and any inspection which would alter the physical condition of the Property, prior to Buyer's commencement of such inspections or testing. Prior to any entry by Buyer or its employees or Buyer's agents, representatives or attorneys on the Property to conduct the inspections and tests described above, Buyer shall obtain and maintain, or shall cause Buyer's agents, representatives and attorneys to obtain and maintain, at Buyer's or Buyer's agents', representatives' and attorneys' sole cost and expense, and shall deliver to Seller evidence thereof (in the form of a copy of a certificate evidencing such insurance policy), (i) property damage, bodily or personal injury or death insurance with limits of not less than \$1,000,000 per occurrence limit and an aggregate combined limit of not less than \$2,000,000, (ii) excess (umbrella) liability insurance with limits of not less than \$5,000,000 per occurrence; (iii) comprehensive automobile liability insurance with a \$1,000,000 combined single limit; (iv) employer's liability insurance with a limit of \$1,000,000 per occurrence; and (v) worker's compensation insurance in compliance with applicable statutory requirements, such policy to name each of Seller and Seller's property manager, and any other parties specified by Seller, as additional insured parties, which insurance shall provide coverage against any claim for personal liability or property damage resulting from such inspections and tests by Buyer or its employees or Buyer's agents, representatives or attorneys. Buyer shall indemnify, defend, protect and hold Seller, its Affiliates, officers, shareholders, partners, investors, agents, representatives, principals, servants, attorneys, contractors, subcontractors, lenders, independent contractors, consultant, experts, engineers, members, directors, and employees, and each of their respective successors, assigns and

predecessors-in-interest, and all persons, firms, corporations and organizations acting on its and/or their respective behalves, harmless from and against any and all losses, injuries, liens, costs, expenses, claims or damages, including reasonable attorneys' fees and costs to the extent resulting from the activities of Buyer and its employees, agents, representatives and attorneys on the Property, including, without limitation, any claims by tenants and/or invitees of the Property, and Buyer shall repair any and all damage caused, in whole or in part, by Buyer or its employees, agents, representatives and attorneys and return the Property to its condition prior to such damage. Buyer's duty to defend expressly includes the duty to pay all reasonable attorneys' fees and costs incurred by counsel selected by the applicable indemnitee hereunder, as such fees and costs are incurred (not on proof or exoneration of liability). Seller may have a representative present during any and all examinations, inspections, tenant interviews and/or studies on the Property. All inspections shall be conducted at Buyer's sole cost and expense and in strict accordance with all requirements of applicable law. At Seller's request, Buyer will promptly furnish to Seller copies of any reports received by Buyer relating to the Property. Buyer shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Buyer or Buyer's agents, employees, representatives and attorneys with respect to any inspection or testing of the Property. If any such lien has been filed, Buyer shall, within ten (10) days after such filing, cause the same to be discharged of record. The obligations under this paragraph shall survive the Closing and shall survive the termination of this Agreement.

- (c) **Termination Right.** Buyer shall have the unconditional right until the expiration of the Examination Period to terminate this Agreement, for any reason or no reason, by giving written notice thereof to Seller prior to the expiration of the Examination Period, in which event this Agreement shall terminate, Buyer shall receive a refund of the Earnest Money (other than the Non-Refundable Portion, if applicable), and all rights, liabilities and obligations of the parties under this Agreement shall expire, except as otherwise set forth herein. If Buyer does not so terminate this Agreement prior to the expiration of the Examination Period, Buyer conclusively shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 6(c). Buyer hereby agrees that in the event Buyer does not terminate this Agreement pursuant to this Section 6(c), the same shall constitute an acknowledgment that Seller has given Buyer every opportunity to consider, inspect and review to its satisfaction the physical, environmental, economic and legal condition of the Property and all files and information in Seller's possession that Buyer deems material to the purchase of the Property.
- (d) **Contracts.** Except for any Service Agreements that cannot be terminated as of the Closing Date without payment of a prepayment fee or penalty ("Non-Terminable Contracts"), Seller shall deliver a notice of termination with respect to all Contracts, or remove the Property from coverage by the Contracts, on or before the Closing Date at Seller's sole cost and expense. Buyer shall assume any Non-Terminable Contracts at Closing pursuant to the General Assignment (as hereinafter defined).
- (e) **Violations.** Except as expressly set forth in Section 6(a), nothing contained in this Agreement shall be deemed to require Seller to take or bring any action or proceeding or any other steps to remove any title exception or to expend any moneys therefor, nor shall Buyer have any right of action against Seller, at law or in equity, for Seller's inability to convey its interest in the Property subject only to the Permitted Exceptions. If Buyer proceeds to Closing pursuant to the terms and conditions of this Agreement, Buyer shall purchase Seller's interest in the Property subject to any and all violations and non-

compliance of any applicable laws, regulations or ordinances (including, without limitation, any applicable zoning, building or development codes or any open or expired building permits) (individually or collectively, "**Violations**"), or any condition or state of repair or disrepair or other matter or thing, whether or not noted, which, if noted, would result in any Violation being placed on the Property, in each case, without any abatement of or credit against the Purchase Price. Seller shall have no duty to remove or comply with or repair any condition, matter or thing whether or not noted, which, if noted, would result in a Violation being placed on the Property.

Section 7. Earnest Money Disbursement.

The Earnest Money shall be held by the Escrow Agent, in trust, and disposed of only in accordance with the following provisions:

- (a) The Escrow Agent shall invest the Earnest Money in a money market account reasonably satisfactory to Buyer at Buyer's sole cost and expense, shall not commingle the Earnest Money with any funds of the Escrow Agent or others, and shall promptly provide Buyer with confirmation of the investments made.
- (b) If the Closing occurs, the Escrow Agent shall deliver the Earnest Money to Seller upon the Closing in accordance with the terms and conditions of this Agreement. Subject to the last sentence of this clause (b), if for any reason the Closing does not occur and either party makes a written demand (the "**Demand**") upon the Escrow Agent for payment of the Earnest Money to it, the Escrow Agent shall give written notice to the other party of the Demand within one (1) Business Day after receipt of the Demand. If the Escrow Agent does not receive a written objection from the other party to the proposed payment within seven (7) Business Days after the giving of such notice by Escrow Agent, the Escrow Agent is hereby authorized to make the payment set forth in the Demand. If the Escrow Agent does receive such written objection within such period, the Escrow Agent shall continue to hold such amount until otherwise directed by written instructions signed by Seller and Buyer or a final judgment of a court.
- (c) The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties, and that the Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement, but shall be liable for its grossly negligent acts and for any liabilities (including reasonable attorneys' fees, expenses and disbursements) incurred by Seller or Buyer resulting from the Escrow Agent's mistake of law respecting the Escrow Agent scope or nature of its duties. Seller and Buyer shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all liabilities (including reasonable attorneys' fees, expenses and disbursements) incurred in connection with the performance of the Escrow Agent's duties hereunder, except with respect to actions or omissions taken or made by the Escrow Agent in bad faith, in disregard of this Agreement or involving gross negligence on the part of the Escrow Agent. The Escrow Agent has executed this Agreement in the place indicated on the signature page hereof in order to confirm that the Escrow Agent has received and shall hold the Earnest Money in escrow and shall disburse the Earnest Money pursuant to the provisions of this Section 7.

Section 8. Seller's Representations. Seller represents and warrants to Buyer the following are true and correct as of the Effective Date, and will be true and correct in all material respects as of the Closing

Date (unless such representation or warranty is made on and as of a specific date, in which case it shall be true and correct only as of such specific date):

- (a) Organization and Authorization. Seller is duly organized (or formed), validly existing and in good standing under the laws of its state of organization, and to the extent required by law, the State in which the Property is located. Seller is authorized to consummate the transaction set forth herein and fulfill all of its respective obligations hereunder and under all closing documents to be executed by Seller, and has all necessary power to execute and deliver this Agreement and all closing documents to be executed by Seller, and to perform all of Seller's obligations hereunder and thereunder;
- (b) No Conflicts. Neither the execution and delivery of this Agreement and all closing documents to be executed by Seller, nor the performance of the obligations of Seller hereunder or thereunder will result in the violation of any law or any provision of the organizational documents of or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Seller is bound;
- (c) FIRPTA. Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") and upon consummation of the transaction contemplated hereby, Buyer will not be required to withhold from the Purchase Price any withholding tax;
- (d) Litigation. As of the Effective Date, Seller (i) has not received any written notice of and does not have actual knowledge of any current or pending material litigation against Seller or the Property and (ii) does not have actual knowledge of any current or pending litigation that will have a material adverse effect on Seller or the Property (it being acknowledged that any litigation covered by insurance shall be deemed to not have a material adverse effect on Seller or the Property);
- (e) Contracts. As of the Effective Date, to Seller's knowledge, except for the Service Agreements, Seller is not a party to any Contracts that will binding upon Buyer from and after Closing.
- (f) Condemnation. As of the Effective Date, Seller has no knowledge of any pending or threatened condemnation proceedings affecting the Property, and Seller has not received any written notice that there is any pending or threatened condemnation of all or any part of the Property;
- (g) Employees. There are no employees of Seller engaged in the operation or maintenance of the Property;
- (h) Bankruptcy. No petition has been filed by or against Seller under the Federal Bankruptcy Code or any similar State or Federal law; and
- (i) Anti-Money Laundering, Anti-Terrorism, and OFAC.
 - (i) Neither Seller nor, to Seller's knowledge, any of its subsidiaries, officers, directors, employees or agents, (1) is the target of any economic sanctions administered by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United States Department of State, or any other applicable economic sanctions authority; or (2) is acting directly or indirectly on behalf of, or

is knowingly providing assistance, support, sponsorship, or services of any kind to, terrorists, terrorist organizations, or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any Government Lists. "Government List" shall mean any of (i) the Denied Persons List and the Entities List maintained by the United States Department of Commerce, (ii) the Specially Designated Nationals and Blocked Persons List, the Sectoral Sanctions Identifications List, and the Foreign Sanctions Evaders List maintained by OFAC, and (iii) the Foreign Terrorist Organizations List and Debarred Parties List maintained by the United States Department of State. "Governmental Authority" shall mean any federal, state or local government or other political subdivision thereof, including, without limitation, any agency or entity exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions; in each case to the extent the same has jurisdiction over the person, entity or property in question.

- (ii) Neither Seller, nor, to Seller's knowledge, any of its subsidiaries, officers, directors, employees or agents, is in violation of any applicable laws relating to anti-corruption, anti-bribery, terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56, as amended, and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism).
- (j) ERISA. Seller is not a "benefit plan investor" within the meaning of Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").
- (k) Violations. To Seller's knowledge as of the Effective Date, Seller has not received any written notice from any municipal, county, state or other governmental authority notifying Seller that the Real Property or Improvements are in ongoing violation of any statutes, codes, ordinances, rules or regulations that remain uncured.
- (l) Leases. Seller is not a party to any lease agreements, license agreements, tenancy agreements, or, except for the Service Agreements, occupancy agreements or arrangements, whether written or oral (collectively, "Leases") affecting the Real Property or Improvements, and to Seller's knowledge, except as may be disclosed in the Title Report, neither the Real Property nor Improvements are subject to any Leases.

Terms such as "to Seller's knowledge," "to the best of Seller's knowledge" or like phrases mean the actual knowledge of Andrew Goodman, managing director of Seller; provided that so qualifying Seller's knowledge shall in no event give rise to any personal liability on the part of such individual, on account of any breach of any representation or warranty made by Seller herein.

Notwithstanding the foregoing, (A)(i) if Buyer has Buyer's Knowledge of a breach or inaccuracy of any representation or warranty made by Seller in this Agreement prior to the expiration of the Examination Period and Buyer fails to terminate this Agreement pursuant to Section 6(c) prior to the expiration of the Examination Period, such representation or warranty by Seller shall be deemed to have been modified to reflect the relevant information of which Buyer has Buyer's Knowledge and Buyer shall not be permitted to claim a failure of a condition precedent pursuant to Section 10(c) or make a claim following Closing for a breach by Seller of such representation or warranty with respect thereto and/or (ii) if Buyer has Buyer's Knowledge of a breach of any representation or warranty made by Seller in this Agreement prior to Closing and the Closing nevertheless occurs, such representation or warranty by Seller shall be deemed to have

been modified to reflect the relevant information of which Buyer has Buyer's Knowledge and Buyer shall not be permitted to make a claim following Closing for a breach by Seller of such representation or warranty and (B) Seller's representations and warranties made herein shall be deemed modified to reflect any change in circumstances (i) first arising after the Effective Date if such change in circumstance is expressly permitted or contemplated by the terms of this Agreement (including, without limitation, any new Material Contract or amendment of any existing Material Contract, in each case entered into by Seller in accordance with this Agreement) or (ii) which is subject to Section 16.

Section 9. Buyer's Representations. Buyer represents and warrants to Seller as follows:

- (a) Organization and Authorization. Buyer is duly formed, validly existing and in good standing under the laws of its state of organization, is authorized to consummate the transaction set forth herein and fulfill all of its obligations hereunder and under all closing documents to be executed by Buyer, and has all necessary power to execute and deliver this Agreement and all closing documents to be executed by Buyer, and to perform all of Buyer's obligations hereunder and thereunder. This Agreement and all closing documents to be executed by Buyer have been duly authorized by all requisite corporate or other required action on the part of Buyer and are the valid and legally binding obligations of Buyer, enforceable in accordance with their respective terms.
- (b) No Conflicts. Neither the execution and delivery of this Agreement and all closing documents to be executed by Buyer, nor the performance of the obligations of Buyer hereunder or thereunder, will result in the violation of any law or any provision of the organizational documents of Buyer or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Buyer is bound.
- (c) Bankruptcy. No petition has been filed by or against Buyer under the Federal Bankruptcy Code or any similar State or Federal law.
- (d) Anti-Money Laundering, Anti-Terrorism, and OFAC.
 - (i) Neither Buyer nor, to Buyer's knowledge, any of its subsidiaries, officers, directors, employees or agents, (1) is the target of any economic sanctions administered by OFAC, the United States Department of State, or any other applicable economic sanctions authority; or (2) is acting directly or indirectly on behalf of, or is knowingly providing assistance, support, sponsorship, or services of any kind to, terrorists, terrorist organizations, or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any Government Lists.
 - (ii) Neither Buyer, nor, to Buyer's knowledge, any of its subsidiaries, officers, directors, employees or agents, is in violation of any applicable laws relating to anti-corruption, anti-bribery, terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56, as amended, and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism).
 - (iii) No natural person owns a 25% or greater interest in Buyer, directly or indirectly.

- (e) ERISA. Buyer is not, and no portion of the assets used by Buyer to acquire the Property constitutes the assets of, a "benefit plan investor" within the meaning of Section 3(42) of ERISA.

Section 10. Conditions to Buyer's Obligations. Buyer's obligation to pay the Purchase Price, and to accept title to the Property, shall be subject to the satisfaction (or waiver by Buyer) of the following conditions precedent on and as of the Closing Date:

- (a) Seller shall deliver to Buyer or Title Insurer on or before the Closing Date the items set forth in Section 14;
- (b) The representations and warranties of Seller contained in this Agreement shall have been true in all material respects at and as of the Effective Date and shall be true in all material respects at and as of the Closing Date (unless such representation or warranty is made on and as of a specific date, in which case it shall be true and correct in all material respects as of such date). Notwithstanding anything to the contrary set forth herein, in the event that a material breach of a representation or warranty by Seller has occurred and to the extent that Seller and Buyer agree that such breach is curable with the payment of monetary funds, Seller shall have the option (but not the obligation) to cure such misrepresentation or warranty by providing a credit in favor of Buyer to the Purchase Price;
- (c) Seller shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the Closing; and
- (d) No order or injunction of any court or administrative agency of competent jurisdiction nor any statute, rule, regulation or executive order promulgated by any Governmental Authority of competent jurisdiction shall be in effect as of the Closing Date which restrains or prohibits the transfer of the Property.
- (e) Title Insurer shall be irrevocably committed to issue the Title Policy.

If any of the above conditions has not been satisfied or waived in writing by Buyer on or prior to the Closing Date, then Buyer shall have the right to terminate this Agreement, and upon such termination the Earnest Money shall be refunded to Buyer (other than the Non-Refundable Portion, if applicable) and neither Buyer nor Seller shall have any further rights, obligations or liabilities hereunder, except as otherwise set forth herein. If the failure of any condition precedent to Buyer's obligations set forth in this Section 10 arises as a result of a default by Seller under this Agreement, Buyer shall have the remedies available to Buyer in Section 15 unless otherwise provided in this Agreement. Notwithstanding anything contained herein to the contrary, Seller shall have the right (but not the obligation) to adjourn the Closing Date for an additional ten (10) Business Days in the event that Seller is unable to satisfy the closing condition set forth in Section 10 hereof prior to the applicable Closing Date. The occurrence of the Closing shall constitute conclusive evidence that Buyer has waived any conditions which are not satisfied as of the Closing.

Buyer agrees that this Agreement and Buyer's obligations hereunder are not contingent or conditioned upon obtaining a commitment for or closing any financing, and Buyer's failure to obtain or close any financing for any reason whatsoever shall not be a failure of condition to Buyer's performance under this Agreement.

Section 11. Conditions to Seller's Obligations. Seller's obligation to deliver title to the Property shall be subject to the satisfaction (or waiver by Seller) of the following conditions precedent on and as of the Closing Date:

- (a) Buyer shall deliver to Seller upon the Closing the remainder of the Purchase Price, subject to adjustment of such amount pursuant to Section 5 hereof;
- (b) The representations and warranties of Buyer contained in this Agreement shall have been true when made and shall be true in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of the Closing;
- (c) Buyer shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing; and
- (d) No order or injunction of any court or administrative agency of competent jurisdiction nor any statute, rule, regulation or executive order promulgated by any Governmental Authority of competent jurisdiction shall be in effect as of the Closing Date which restrains or prohibits the transfer of the Property.

If all of the above conditions have not been satisfied or waived in writing by Seller on or prior to the Closing Date, then Seller shall have the right to terminate this Agreement, and, subject to the following sentence, upon such termination the Earnest Money (other than the Non-Refundable Portion, if applicable) shall be refunded to Buyer and neither Buyer nor Seller shall have any further rights, obligations or liabilities hereunder, except as otherwise set forth herein. If the failure of any condition precedent to Seller's obligations set forth in this Section 11 arises as a result of a default by Buyer under this Agreement, the Earnest Money shall not be refunded to Buyer and Seller shall have the remedies available to Seller in Section 15(a) unless otherwise provided in this Agreement. The occurrence of the Closing shall constitute conclusive evidence that Seller has waived any conditions which are not satisfied as of the Closing.

Section 12. Seller Covenants. Provided that this Agreement is in full force and effect and Buyer is not in default of this Agreement beyond applicable notice and cure periods, Seller agrees that it: (a) shall continue to operate the Property in substantially the same manner in which Seller has previously operated the Property (except that Seller shall not be required (A) to cure, remove or close out any Violations or (B) to make any capital improvements or replacements to the Property; (b) shall, subject to Section 16 hereof and subject to reasonable wear and tear, maintain the Property in substantially the same condition as exists on the Effective Date (except that Seller shall not be required (A) to cure, remove or close out any Violations or (B) to make any capital improvements or replacements to the Property); and (c) shall not enter into any third party contracts, equipment leases or other material agreements affecting the Property, provided that Seller may enter into any such contracts without Buyer's consent if such contract (x) is necessary as a result of an emergency at the Property, (y) is not a Material Contract and is entered into in the course of customary maintenance, repairs or operation at the Property or (z) is required by Seller to comply with any applicable laws. Notwithstanding anything herein to the contrary, Seller shall have no obligation to incur any material cost or liability in connection with such efforts.

Section 13. Intentionally Omitted.

Section 14. Closing. The Closing shall occur on the Closing Date and shall consist of the execution and delivery of documents by Seller and Buyer, as set forth below, and delivery by Buyer to Seller of the Purchase Price in accordance with the terms of this Agreement. Seller shall deliver to Buyer at Closing the following executed documents:

- (a) a special warranty deed in the form attached hereto as Exhibit B from Seller to Buyer conveying the Real Property to Buyer subject only to the Permitted Exceptions (the "Deed");

- (b) a general assignment (the "**General Assignment**"), in the form attached hereto as **Exhibit C**;
- (c) a settlement statement setting forth the Purchase Price, all prorations and other adjustments to be made pursuant to the terms hereof, and the funds required for Closing as contemplated hereunder;
- (d) all transfer tax statements, declarations and filings as may be necessary or appropriate for purposes of recordation of the Deed;
- (e) to the extent required by the Title Insurer, good standing certificates and corporate resolutions or member or partner consents, as applicable, and such other documents as reasonably requested by the Title Insurer;
- (f) a FIRPTA Affidavit in form of **Exhibit D** attached hereto;
- (g) a customary owner's affidavit, executed by Seller in the form of **Exhibit E**; and

At Closing, Buyer shall instruct the Escrow Agent to deliver the Earnest Money to Seller which shall be applied to the Purchase Price, shall deliver the balance of the Purchase Price (subject to the adjustments as specifically provided hereunder) to Seller and shall execute (as applicable) and deliver execution counterparts of the closing documents or other closing deliveries referenced or required in clauses (b), (c), and (d) above. The Closing shall be held through a customary escrow arrangement between the parties and the Escrow Agent, or such other place or manner as the parties hereto may mutually agree. The acceptance of the Deed by Buyer shall be deemed full compliance by Seller of all of Seller's obligations under this Agreement except for those obligations of Seller which are specifically stated to survive the delivery of the Deed or the Closing hereunder. The balance of the Purchase Price shall be payable by wire transfer of immediately available funds and must be received by Title Insurer no later than 2:00 p.m. (Central Time) on the Closing Date.

Section 15. Default; Breach of Representation

- (a) In the event that Buyer (i) shall have made any representation or warranty herein which shall be untrue or misleading in any material respect or (ii) defaults in any of its material obligations undertaken in this Agreement, and such failure continues for **three (3)** business days after written notice to Buyer thereof, Seller shall be entitled, as its sole and exclusive remedies, to either: (aa) if Seller is willing to proceed to Closing, waive such default and proceed to Closing in accordance with the terms and provisions hereof; or (bb) declare this Agreement to be terminated, and Seller shall be entitled to immediately receive all of the Earnest Money as liquidated damages as and for Seller's sole remedy. Upon such termination, neither Buyer nor Seller shall have any further rights, obligations or liabilities hereunder, except for those provisions hereof which by their terms expressly survive the termination of this Agreement. Seller and Buyer agree that it is difficult to determine, with any degree of certainty, the loss which Seller would incur in the event of Buyer's failure to close the purchase of the Property, and the parties have agreed that the amount of the Earnest Money represents a reasonable estimate of such loss and is intended as a liquidated damages provision; provided, however, that Seller shall also be entitled to payment and/or reimbursement by Buyer of Seller's attorney's fees and other costs to enforce the provision of this **Section 15**. Nothing contained in this **Section 15(a)** shall limit the rights and remedies of Seller with respect to any default by Buyer of any obligation or covenant that

survives (or is to be performed following) Closing or survives termination of this Agreement.

- (b) In the event that Seller defaults in any of its material obligations undertaken in this Agreement, and such failure continues for **three (3) business days** after written notice to Seller thereof, Buyer may either waive such default and proceed to Closing in accordance with the terms and provisions hereof or may elect to either (i) terminate this Agreement and recover the Earnest Money, which shall promptly be distributed to Buyer by Escrow Agent, which disbursement shall operate to terminate this Agreement and release Seller and Buyer from any and all liability hereunder, except those which are specifically stated herein to survive any termination hereof, or (ii) enforce specific performance of Seller's obligations to deliver the Deed at Closing; provided that such specific enforcement action must be initiated no later than **ninety (90) days** following such default by Seller. Subject to the penultimate paragraph of **Section 10**, Buyer's sole recourse arising out of or relating to any default by Seller under this Agreement shall be as set forth in this **Section 15(b)**.
- (c) All representations and warranties in this Agreement shall survive the Closing for a period of **six (6) months** after the Closing (the "**Survival Period**"). Any right of action for the breach of any representation or warranty contained herein shall not merge with the Deed delivered at the Closing but shall survive the Closing for the Survival Period and before the expiration thereof the party claiming a breach must have filed an action in a court of competent jurisdiction, and any warranty and representation not specified in such action shall expire. Seller and Buyer agree that, subject to the terms of this **Section 15**, each shall be liable for the direct, but not consequential or punitive, damages resulting from any breach of its representations or warranties expressly set forth in this Agreement. Notwithstanding anything in this Agreement to the contrary, (i) following Closing, the total liability of either party (aa) under this Agreement (including for all breaches of the representations, warranties and covenants under this Agreement) and any matters relating thereto, and/or (bb) under any law applicable to the Property, and/or (cc) with respect to this transaction or otherwise in relation to the matters contemplated by this Agreement shall not, in the aggregate, exceed **one percent (1.0%)** of the Purchase Price (the "**Claim Cap**"), and (ii) all representations and warranties made by Seller or its Affiliates in relation to the matters contemplated by this Agreement are personal to each party and may not be assigned to or enforced by any other Person, other than to an assignee of Buyer or Seller in accordance with **Section 22** hereof. Buyer and Seller further agrees that, following the Closing, no claim may or shall be made for any alleged breach of any representations or warranties made by Seller or Buyer under or relating to this Agreement unless the amount of such claim or claims, individually or in the aggregate, exceeds **FIFTY THOUSAND AND NO/100 Dollars (\$50,000.00)** (the "**Threshold Amount**") (in which event the amount of such valid claims against the applicable party in excess of the Threshold Amount shall be actionable up to, but not in excess of, the Claim Cap). Notwithstanding the foregoing or anything herein to the contrary, the Survival Period, Claim Cap and Threshold Amount requirements shall not apply to (or limit): (A) claims for Closing prorations pursuant to **Section 5(b)**, (B) claims for Closing costs pursuant to **Section 5(c)**, (C) the indemnification, repair and restoration obligations and liabilities of Buyer pursuant to **Section 6(c)**, and (D) the respective indemnification obligations of the parties pursuant to **Section 21**. The provisions of this **Section 15(c)** shall survive the Closing or termination of this Agreement.
- (d) In the event that a party becomes aware of any claim or demand under this **Section 15** for which the other party may have liability to Buyer hereunder (a "**Representation Claim**"),

the party becoming aware shall promptly, but in no event more than **thirty (30) days** following the party becoming aware of such Representation Claim (subject in all cases to the provisions of Section 8), notify the other party in writing of such Representation Claim, the amount or the estimated amount of damages sought thereunder to the extent then ascertainable (which estimate shall not be conclusive of the final amount of such Representation Claim), any other remedy sought thereunder, any relevant time constraints relating thereto and, to the extent practicable, any other material details pertaining thereto. Notwithstanding the foregoing, in no event shall either party or any of its Affiliates be entitled to seek or obtain consequential, speculative, special, punitive or exemplary damages against the other party. The provisions of this Section 15(d) shall survive the Closing or termination of this Agreement.

Section 16. Risk of Loss/Condemnation. Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event all or any portion of the Property is damaged in any casualty or condemned or taken (or notice of any condemnation or taking is issued) so that, (a) with respect to any casualty, the cost to repair such casualty would exceed ten percent (10%) of the Purchase Price, and (b) with respect to any condemnation or taking (or notice thereof), more than ten percent (10%) of the Property is (or will be) condemned or taken, then, Buyer may elect to terminate this Agreement by providing written notice of such termination to Seller within five (5) Business Days after Buyer's receipt of notice of such condemnation, taking or damage, upon which termination the Earnest Money shall be returned to Buyer and neither party hereto shall have any further rights, obligations or liabilities under this Agreement, except as otherwise specifically set forth herein. With respect to any condemnation or taking (or any notice thereof), if Buyer does not elect to cancel this Agreement or does not have the right to terminate this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller assign to Buyer at the Closing the rights of Seller to the awards, if any, for such condemnation or taking, and Buyer shall be entitled to receive and keep all such awards, provided that Seller shall be entitled to receive and keep from all such awards an amount equal to its reasonable out-of-pocket costs and expenses incurred in connection with such condemnation or taking. With respect to a casualty, if Buyer does not elect to terminate this Agreement or does not have the right to terminate this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer at the Closing the rights of Seller to the proceeds under Seller's insurance policies covering the Property with respect to such damage or destruction (or pay to Buyer any such proceeds received prior to Closing) (excluding any proceeds payable to Seller under Seller's business interruption insurance policies, if any) and pay to Buyer the amount of any deductible with respect thereto, less any amounts incurred by Seller in respect of the casualty and applied to such proceeds or to the deductible in accordance with the policy, and Buyer shall be entitled to receive and keep any monies received from such insurance policies.

Section 17. Entire Agreement. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification, amendment, alteration, change, supplement or rescission of this Agreement shall be binding unless in writing and signed by all parties hereto; provided, however, that the signature of the Escrow Agent shall not be required as to any amendment of this Agreement other than an amendment of Section 7 hereof. No prior agreement or understanding pertaining to the subject matter hereof (including, without limitation, any letter of intent executed prior to this Agreement) shall be valid or of any force or effect from and after the date hereof.

Section 18. No Representations or Warranties. Except as expressly set forth in this Agreement, the Property is being sold in an "AS IS, WHERE IS" condition and "WITH ALL FAULTS" as of the Effective Date and as of Closing. Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by any Seller or by any partner, officer, person, firm, agent, attorney or representative acting or purporting to act on behalf of such Seller as to (i) the environmental or physical condition or state of repair of the Property; (ii) the compliance or

non-compliance of the Property with any applicable laws, regulations or ordinances (including, without limitation, any applicable zoning, building or development codes); (iii) the value, expense of operation, or income potential of the Property; (iv) any other fact or condition which has or might affect the Property or the condition, state of repair, compliance, value, expense of operation or income potential of the Property or any portion thereof; or (v) whether the Property contains asbestos, harmful, hazardous or toxic substances or pertaining to the extent, location or nature of same. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement.

Except with respect to matters relating to breaches of Seller's representations and warranties contained in Section 8 (subject to the limitations contained herein), Buyer waives its right to recover from, and forever releases and discharges Seller and Seller's Affiliates, parent and subsidiary entities, successors, assigns, partners, managers, members, employees, officers, directors, trustees, shareholders, counsel, representatives, agents (collectively, including Seller, the "**Seller Releasees**") from any and all demands, claims (including, without limitation, causes of action in tort), legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen (collectively, "**Claims**"), that may arise on account of or in any way be connected with the Property, the environmental or physical condition thereof, or any law or regulation applicable thereto (including, without limitation, claims under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 6901, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (49 U.S.C. Section 1801, et seq.), the Hazardous Transportation Act (42 U.S.C. Section 6901, et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq., or their state counterparts). Without limiting the foregoing, Buyer, upon Closing, shall be deemed to have waived, relinquished and released the Seller Releasees from any and all Claims, matters arising out of latent or patent defects or physical conditions, environmental conditions, violations of applicable laws (including, without limitation, any environmental laws) and any and all other acts, omissions, events, circumstances or matters affecting the Property. As part of the provisions of this Section 18, but not as a limitation thereon, Buyer hereby agrees, represents and warrants that the matters released herein are not limited to matters which are known or disclosed, and Buyer hereby waives any and all rights and benefits which it now has, or in the future may have conferred upon it, by virtue of the provisions of federal, state or local law, rules and regulations. Without limiting the foregoing, Buyer agrees that should any investigation, cleanup, remediation or removal of hazardous substances or other environmental conditions on or about the Property be required after the Closing Date, such investigation, clean-up, removal or remediation shall not be the responsibility of Seller and Buyer hereby waives any and all rights against Seller in respect thereof.

Section 19. Notices. Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be: (i) delivered in person, (ii) deposited in the United States mail, registered or certified, return receipt requested, (iii) delivery via electronic mail to the addresses set out in Section 2 or (iv) deposited with a nationally recognized overnight courier, to the addresses set out in Section 2. All notices shall be deemed to have been given upon receipt provided that such receipt occurs on or before 6:00 p.m. local time on a Business Day, otherwise, such notice shall be deemed to have been given on the next succeeding Business Day. Any address or name specified in Section 2 may be changed by notice given to the addressee by the other party in accordance with this Section 19. The inability to deliver notice because of a changed address of which no notice was given as provided, above, or because of rejection or refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of inability to deliver or

rejection or refusal to accept. Any notice to be given by any party may be given by the counsel for such party.

Section 20. Applicable Law. This Agreement shall be construed under the laws of the State in which the Property is located.

Section 21. Broker's Commissions. Buyer and Seller each hereby represent that, except for Seller's Broker and Buyer's Broker, there are no other brokers involved or that have a right to proceeds in this transaction. Seller shall be responsible for payment of commissions to Seller's Broker in the amount due and payable to Seller's Broker to be paid at the Closing pursuant to an agreement between Seller's Broker and Seller. Buyer shall be responsible for payment of commissions to Buyer's Broker in the amount due and payable to Buyer's Broker to be paid outside Closing pursuant to an agreement between Buyer's Broker and Buyer. Seller and Buyer each hereby agree to indemnify and hold the other harmless from all loss, cost, damage or expense (including reasonable attorneys' fees at both trial and appellate levels) incurred by the other as a result of any claim for a commission, finder's fee or similar compensation made by any broker, finder or any other party arising out of the acts of the indemnifying party (or others on its behalf). The representations, warranties and indemnity obligations contained in this Section shall survive the Closing or the earlier termination of this Agreement.

Section 22. Assignment. Buyer shall not assign its rights under this Agreement without Seller's prior written consent; provided, however, that Buyer may assign its rights and obligations under this Agreement without the consent of Seller, provided and on the condition that: (i) Buyer shall have given Seller written notice of the assignment and the identity of the assignee at least five (5) Business Days prior to Closing (including the name, vesting and signature block of the assignee and the name of any individual owning directly or indirectly twenty-five percent (25%) or more of assignee); (ii) assignee shall be an "affiliate" of Buyer as defined in the federal securities laws and (iii) such assignee shall have assumed Buyer's obligations hereunder by a written instrument of assumption in form and substance reasonably satisfactory to Seller such that assignee shall (a) have assumed all of Buyer's obligations and liabilities under this Agreement, and (b) be deemed to have been made, for the benefit of Seller hereunder, all representations and warranties of Buyer set forth in this Agreement, as of the date of such assignment, which representations and warranties shall remain true on the Closing Date in accordance with Section 11. No assignment of this Agreement by Buyer shall relieve Buyer of any of its obligations hereunder.

Section 23. Attorneys' Fees. In any action between Buyer and Seller as a result of failure to perform or a default under this Agreement, the prevailing party shall be entitled to recover from the other party, and the other party shall pay to the prevailing party, the prevailing party's attorneys' fees and disbursements and court costs incurred in such action. The provisions of this Section 23 shall survive the Closing and any termination of this Agreement.

Section 24. Jury Waiver. BUYER AND SELLER DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE DOCUMENTS DELIVERED BY BUYER AT CLOSING OR SELLER AT CLOSING, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ANY ACTIONS OF ANY PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS AGREEMENT OR THE PROPERTY (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR SELLER TO ENTER INTO AND ACCEPT THIS AGREEMENT AND THE DOCUMENTS

DELIVERED BY BUYER AT CLOSING AND SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT.

Section 25. Tax Deferred Exchange. Buyer and Seller agree to cooperate with each other in effecting for the benefit of either party a tax deferred exchange pursuant to Section 1031 of the Code and similar provisions of applicable state law; provided that: (i) neither party shall be obligated to delay the Closing; and (ii) neither party shall be obligated to execute any note, contract, deed or other document, except a reasonable and customary acknowledgment of the other party's assignment of its rights under this Agreement to a qualified intermediary; nor shall either party be obligated to take title to any property other than the Property as otherwise contemplated in this Agreement or incur additional expense for the benefit of the other party. Each party shall indemnify and hold the other harmless against any liability arising or is claimed to have arisen on account of any exchange proceeding which is initiated on behalf of the indemnifying party. The terms of this Section 25 shall survive the Closing and the transfer of title.

Section 26. Confidentiality/No Public Disclosure.

- (a) Neither Seller nor Buyer may issue a press release with respect to this Agreement and the transactions contemplated hereby without the prior written consent of the other party and provided that the content of any such press release shall be subject to the prior written consent of the other party hereto and in no event shall any such press release issued by Buyer disclose the identity of Seller's direct or indirect beneficial owners by name or the consideration paid to Seller for the Property.
- (b) Notwithstanding the foregoing and anything to the contrary in this Agreement, nothing contained herein shall impair Seller's right to disclose information relating to this Agreement or the Property (a) to any due diligence representatives and/or consultants that are engaged by, work for or are acting on behalf of, any securities dealers and/or broker dealers evaluating Seller, (b) in connection with any filings (including any amendment or supplement to any S-11 filing) with governmental agencies (including the SEC) by any REIT holding, or that is considering holding, an interest (direct or indirect) in Seller, and (c) to any broker/dealers in Seller's or any REIT's broker/dealer network and any of the REIT's or Seller's investors.
- (c) The provisions of this Section 26 shall survive Closing or the termination of this Agreement.

Section 27. Exculpation. Notwithstanding anything to the contrary contained herein, Seller's shareholders, partners, members, the partners or members of such partners or members, the shareholders of such partners or members, and the trustees, officers, directors, employees, agents and security holders of Seller and the partners or members of Seller assume no personal liability for any obligations entered into on behalf of Seller and its individual assets shall not be subject to any claims of any Person relating to such obligations. The foregoing shall govern any direct and indirect obligations of Seller under this Agreement. The provisions of this Section 27 shall survive the Closing or any termination of this Agreement.

Section 28. Survival. Except for the rights and obligations of Seller and Buyer which by their express terms shall survive, including, without limitation, Seller's and Buyer's representations and warranties, none of the rights and obligations of Buyer and Seller shall survive Closing or the termination of this Agreement.

Section 29. Computation of Time. The time in which any act under this Agreement is to be done shall be computed by excluding the first day and including the last day. If any date or the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time

period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday. Unless preceded by the word "business," the word "day" shall mean a calendar day. The phrase "business day" or "business days" shall have the meaning set forth in Section 2 hereof.

Section 30. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other party. Signatures to this Agreement, any amendment hereof and any notice given hereunder, delivered electronically via .pdf, .jpeg, .TIF, .TIFF or similar electronic format shall be deemed an original signature and fully effective as such for all purposes. Each party agrees to deliver promptly an executed original of this Agreement (and any amendment hereto) with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement (or any amendment hereto), it being expressly agreed that each party to this Agreement shall be bound by its own electronically transmitted signature and shall accept the electronically transmitted signature of the other party to this Agreement.

Section 31. No Recording. Buyer shall not record this Agreement or any memorandum or other notice thereof. If such recording shall occur, Seller shall have, in addition to all other remedies for breach by law, the right to terminate this Agreement by written notice to Buyer and obtain the Earnest Money.

Section 32. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

Section 33. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Buyer and Seller have contributed substantially and materially to the preparation of this Agreement. As used in this Agreement, unless otherwise expressly provided: (a) each reference to a "Preamble," "Recital," "Article," "Section," "Exhibit" or "Schedule" means a preamble, recital, article or section of, or exhibit or schedule to, this Agreement; (b) each reference to "include," "includes" or "including" is deemed to be followed by the words "without limitation"; (c) each of the words "hereof," "herein" and "hereunder" and words of similar import, refer to this Agreement as a whole and not to any particular provision in this Agreement; (d) each term defined in the singular has a comparable meaning when used in the plural and vice versa; (e) any capitalized term used in any Exhibit or Schedule but not otherwise defined therein will have the meaning provided to that capitalized term in this Agreement; (f) the word "any" means "any and all" unless the context dictates otherwise; (g) the word "will" shall have the same meaning as the word "shall" and vice versa; and (h) each reference to "Dollars" or "\$" means U.S. Dollars.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

SELLER:

DP WEST LAKE AT CONWAY, LLC, a Delaware limited liability company

By: 


Name: Jonathan Duber

Title: Vice President

BUYER:

CITY OF LAKE FOREST, an Illinois municipal corporation

By: 

Name: 

Title: Mayor

DRAFT

FGMAARCHITECTS

CITY OF LAKE FOREST



CITY OF LAKE FOREST

POLICE DEPARTMENT
SPACE NEEDS ANALYSIS



SUBMITTED TO:
City of Lake Forest
220 East Deerpath
Lake Forest, IL 60045

FGM Architects Inc.
1211 West 22nd Street, Suite 700
Oak Brook, Illinois 60523

June 26, 2024
FGM # 24-4063.01

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Kevin Zelk, Deputy Chief of Police, Administration

FGM Architects Team

Raymond Lee, Principal-in-Charge, Programmer & Planner

Michael Elliott, Project Manager

Louise Gruener Kowalczyk, Project Designer



TABLE OF CONTENTS

SECTION 1..... Executive Summarypage 4

SECTION 2..... Project Objectives.....page 6

SECTION 3..... Summary of Analysispage 7

1. Project Understanding.....Page 7

2. MethodologyPage 7

3. Space and Operational Issuespage 11

4. Police Department Space Needs Analysispage 31

5. Comparisons with Other Police Departmentspage 46

SECTION 4..... Conceptual Planning Solutions.....page 47

SECTION 5..... Conceptual Budgets.....page 60

1. Police Station BudgetsPage 60

2. New Police Station Comparison Budgetpage 62

3. Facility Condition Assessment Items in Budgetspage 69



SECTION 1 EXECUTIVE SUMMARY



Police Department Entry



Police Department Lobby



Administration Conference Room

Project Understanding

The City of Lake Forest is considering the purchase of an office building at 1925 W. Field Court in Lake Forest, Illinois and converting it to a police station for the Lake Forest Police Department. Therefore, as part of their due diligence process, the City would like a space needs analysis for the Police Department to identify the “need to have” facility needs, and “nice to have” needs planning for the future.

Summary of Analysis

The Lake Forest Police Department currently has authorized strength of 40 sworn police officers and 12 civilian employees that work at the police station. Future staff capacity has been factored into the space needs analysis for long term (30+ years) planning. The additional capacity includes space for 8 additional sworn officers and 3 civilian positions.

The existing police station is located within the Public Safety Building at 255 West Deerpath Road and was originally constructed in 1968-1969. The building is shared with the Lake Forest Fire Department. The Police Department occupies approximately 30,050 square feet of the building.

As part of this assessment, the space needs requirements of the police department were analyzed with the assumption that the 1925 W. Field Court building would be where the Department would be relocated to. The needs were then broken down into two different scenarios:

1. **Need to Have:** This includes the needs of the Police Department to meet current operational needs with short term anticipated growth. The analysis identified 49,394 sq. ft. of space is required for this scenario.
2. **Nice to Have:** This includes the needs of the Police Department to meet the long term needs of the Police Department (30+ years). The analysis identified 59,692 sq ft of space is required for this scenario.

See Section 3. Summary of Analysis for a discussion of the spaces within the existing building and recommended spaces.

Conceptual Planning Solutions

Conceptual solutions were developed for relocating the Police Department to 1925 Field Court for each scenario. The solutions are illustrated in Section 4. Conceptual Planning Solutions and show that an effective police station can be planned within the existing building.

Project Budgets

As part of this assessment, FGMA is to provide conceptual budgets for each of the police station scenarios and for the law enforcement training center scenarios. For the attached summaries, the Total Project Budget includes the cost of construction, furniture and furnishings, fees, and soft costs.

SECTION 1
EXECUTIVE SUMMARY



Roll Call Room



Police Equipment Storage



Holding Area Processing Room

Conceptual Budget Options for a Police Station at 1925 W. Field Court

Police Station with Need to Have Items		
Item	Low	High
Construction Budget	\$21,662,620	\$20,204,000
Owner Purchased Items (FF&E, etc.)	\$935,000	\$1,060,000
Fees and Soft Costs	<u>\$1,886,000</u>	<u>\$2,011,000</u>
Total Project Budget	\$24,483,620	\$25,696,000

Police Station with Nice to Have Items		
Item	Low	High
Construction Budget	\$24,424,120	\$25,485,000
Owner Purchased Items (FF&E, etc.)	\$1,000,000	\$1,125,000
Fees and Soft Costs	<u>\$2,090,000</u>	<u>\$2,223,000</u>
Total Project Budget	\$27,511,120	\$28,829,000

For additional information, see the Section 5. Conceptual Budgets.

This study is to be utilized as a starting point and is intended to provide the City with the necessary information to make an informed decision on which direction should be taken to address the facility needs of the Police Department.

SECTION 2
PROJECT OBJECTIVES**Project Objectives**

For every project, it is important to identify objectives which will be utilized to guide the direction of the analysis. The following objectives were identified by the City of Lake Forest.

1. Identify the type and size of space the Lake Forest Police Department will need to meet current and long term needs, identified as 30+ years, that will meet the needs of the Lake Forest community
2. Evaluate the suitability of an existing office building, located at 1925 W. Field Court, for adaptive reuse as a Police Station. This will include a high-level conceptual solutions reviewing the potential configuration of the building. The solutions will illustrate where the various divisions of the department may be located, and any potential additions that may be required
3. Provide conceptual budgets for the conceptual solutions

The primary goal of this assessment is to provide the City with information to help decide whether purchasing the 1925 W. Field Court building for use as a police station will meet the needs of Lake Forest. Furthermore, if the City decides to purchase the building, it will be used as a fiscal planning tool.

SECTION 3
SUMMARY OF ANALYSIS**3.1 Project Understanding****3.2 Methodology****Project Understanding**

The City of Lake Forest is considering the purchase of an office building at 1925 W. Field Court in Lake Forest, Illinois and converting it to a police station for the Lake Forest Police Department. Therefore, as part of their due diligence process, the City would like a space needs analysis for the Police Department to identify the “need to have” items, and “nice to have” items planning for the future.

The analysis includes identifying the space needs required for the police department, high-level conceptual planning for converting 1925 W. Field Court into a police station, and conceptual budgeting. The result of this analysis is to provide information that can be utilized by the City to identify if the purchase of the building is a viable option for solving the space needs requirements of the Police Station.

Methodology

For over 30 years, FGM Architects (FGMA) has provided consulting and architectural design services for police stations and other law enforcement facilities. FGMA brings a vast amount of knowledge and understanding to this analysis and understands that each municipality has its own unique challenges and goals. Therefore, there is no cookie-cutter project or client, and we must work with staff members from each department to understand their operational issues.

For the assessment, a project team consisting of representatives from the City, Police Department, and FGM Architects (FGMA) reviewed the work as it progressed. Throughout the project, we collaborated closely with the Police Department to have a thorough understanding of the facility needs and to suggest potential solutions.

Analysis of Space Needs and Identification of Deficiencies

FGMA obtained information for this study through data and documents provided and through a series of interviews and discussions with staff. The information provided included:

General Information

- Existing Building Drawings
 - Existing Public Safety Building at 255 W Deerpath Road
 - 1925 W. Field Court
- Staff Organization Chart
- Lake Forest Police Policy Manual
- City of Lake Forest – 1925 W Field Court Facility Assessment, developed by the Concord Group, dated June 5, 2024

SECTION 3
SUMMARY OF ANALYSIS**3.2 Methodology****Staff Interviews**

The interviews consisted of meetings with individuals and groups representing all of the divisions of the Police Department over a period of three days and included the following:

Police Department Administration

- Acting Police Chief / Deputy Police Chief, Operations
- Deputy Police Chief, Services
- Administrative Assistant

Operations

- Patrol Sergeants
- Patrol Officers
- Parking Enforcement CSO
- Traffic Services CSO (also included Quartermaster)

Patrol

- Patrol Commanders
- Patrol Sergeants
- Patrol Officers
- K9 Officer
- Bike Unit

Investigations

- Detectives
- School Resource Officers

Community Service Officers

- CSO's

Crime Analysis

- Crime Analyst

Records

- Records Supervisor
- Records Clerks

Property / Evidence

- Evidence Technicians
- Property Custodians

Fitness / Wellness

- Officers

Training

- Training Officers
- Armorers

SECTION 3
SUMMARY OF ANALYSIS**3.2 Methodology**

- Range Masters

Social Worker

- Social Worker

City Staff

- IT Staff
- Maintenance Staff
- Communications Director / PIO

Before, during, and after the information gathering meetings, FGMA toured the existing police station and observed how staff members operate within it to gain further insight into operational issues and space needs requirements.

Operational deficiencies for the police station were identified and are discussed in Section 3.3

All information was gathered and then analyzed to determine each divisions space needs requirements that need to be addressed. The analysis was then summarized into a projection of space requirements called a Program Statement which has been broken down into categories as follows:

- Need to Have: This includes the spaces the Police Department needs now and in the near future.
- Nice to Have: This includes the recommended spaces the Police Department will need for 30+ years.

The Program Statements were then discussed with the Police Department. The Program Statement for the Police Department is located in Section 3.3.

While this study was performed in a very collaborative manner with staff members, FGMA consistently reviewed space requests and operating assumptions to ensure that the recommended space size allotments reflect accurate needs.

Conceptual Solution Development

As part of this analysis, FGMA developed high level conceptual planning diagrams showing how a police station can be integrated into the existing office building 1925 W. Field Court. The diagrams show using departmental level "blocks" how the building can be laid out. The purpose of the diagrams is to provide the City and Police Department with an idea of what can be done with the building and identify on a conceptual level the work that will need to be included as part of an implementation project.

SECTION 3
SUMMARY OF ANALYSIS**3.2 Methodology**

Conceptual Planning Diagrams have been provided for the following:

- A police station with the Need to Have spaces
- A police station with the Nice to Have spaces

Budgeting Methodology

FGMA has an extensive database of cost information for police stations, including a recent conversion of an office building into a police station. To develop the conceptual budgets for this analysis, a “cost per square foot” budgeting methodology was utilized.

In addition to the budgeting for the conversion of the 1925 W. Field Court building for police department use, data from the Facility Condition Assessment that was developed by the Concord Group was used to budget for repair and replacement of building components.

To verify budgets, FGMA also consulted with local area builders and suppliers. Because no actual design work has been performed, a budget range is provided for construction costs as well as a Total Project Budget which includes furniture, fixtures, equipment, soft costs, and contingencies.

**SECTION 3
SUMMARY OF ANALYSIS****3.3 SPACE AND OPERATIONAL
ISSUES****Space and Operational Issues**

The Lake Forest Police Department currently has authorized strength of 40 sworn police officers and 12 civilian employees that work at the police station. Future staff capacity has been factored into the space needs analysis for long term (30+ years) planning. The additional capacity includes space for 8 additional sworn officers and 3 civilian positions.

The existing police station is located within the Public Safety Building at 255 West Deerpath Road and was originally constructed in 1968-1969. The building is shared with the Lake Forest Fire Department. Over the years, there have been many renovations to the building. A garage addition was added to the building around 2000 -2001 so police vehicles could be stored inside. The Police Department occupies approximately 30,050 square feet of the building.

During the course of this assessment, it is clear that the existing building is working against the Police Department. The organization of the building is not ideal, many spaces are too small, and is also missing many key components of a modern law enforcement facility some of which are identified below:

Missing Key Components of Modern Police Facility**B. Public Spaces**

1. Multi-Purpose Training, Meeting Room, and EOC

C. Patrol Spaces

1. Patrol Conference Room
2. Temporary Juvenile Holding Rooms
3. Duty Bag Storage
4. Evidence Technicians Kit Storage
5. Drone Maintenance and Storage

D. Investigations Spaces

1. Task Force Office for Internet Crimes Against Children
2. Digital Forensics Room
3. Victim / Soft Interview Room

E. Social Services Spaces

1. Counseling Lobby and Reception for privacy
2. Counseling Office
3. Intern Workspace

F. Evidence Processing Spaces

1. Vehicle Processing Garage

G. Evidence and Property Storage Spaces

1. Property Custodian's Office
2. Separated Storage for Narcotics, Firearms, and Valuables

**SECTION 3
SUMMARY OF ANALYSIS****3.3 SPACE AND OPERATIONAL
ISSUES****H. Holding Facility Spaces**

1. Prisoner Search Area
2. Mass Arrest Holding (also used for claustrophobia issues)
3. Detainee Shower as required by IL of Dept. of Corrections
4. Attorney / Client Privilege Room as required by IL Dept. of Corrections
5. Bond Out Release Vestibule

I. Training and Wellness Spaces

1. Resilience / Nursing Rooms
2. Bunk Rooms
3. Armorer and Weapons Maintenance Room

J. Warm Storage Spaces

1. Canine Facilities
2. CERT Storage

Space and Operational Issues

The existing Public Safety Building, which houses the police and fire stations, was originally constructed over 55 years ago. Over the years, there have been many renovations to the building, but it does not appear that there ever was a comprehensive renovation that reorganized the police station for better workflow, instead, renovations were made where space was available.

Police operations have changed dramatically since the building was originally constructed. Since that time, there have been many operational changes in policing including statutory (legal), technological, and procedural changes, many of which require additional space.

The following are examples of building operational issues.

1. The Police Department currently has a fleet of 27 vehicles with the potential for 30 in the future. The existing police parking garage, that was added onto the Public Safety Building over 20 years ago, can hold 12 police vehicles. This leaves 15 vehicles exposed to the elements as well as to vandalism. Furthermore, the garage was designed to park vehicles "four in a row," making the center two vehicles difficult to access.

Today's patrol vehicles contain equipment that is very costly and sensitive to extreme temperatures, which can negatively affect operations. For example, during extreme cold periods, it can take a patrol vehicle in excess of 30 minutes to warm up to the point where the in-car computers and video cameras are operable. During this warm-up time, the vehicle by law cannot be used by statute for patrol purposes.

**SECTION 3
SUMMARY OF ANALYSIS****3.3 SPACE AND OPERATIONAL
ISSUES***Police Vehicle Garage*

It is recommended that patrol vehicles be stored within a garage for security, to protect them from the extreme weather we have been experiencing, and to prolong their service life. As police vehicles continue to evolve and become more sophisticated, it is important to protect them. Furthermore, any hybrid / EV vehicles should be parked indoors to improve performance and longevity.

2. Patrol Workspace Issues
 - a. The patrol Commander's and Sergeant's Offices both have an interior glass windows allowing for good visibility into and out of the offices. The issue arises when a private conversation needs to be held, the visibility allows other staff to see into the offices and as they are not very soundproof, can sometimes hear the conversations.

*Patrol Sergeant's Office*

**SECTION 3
SUMMARY OF ANALYSIS**

**3.3 SPACE AND OPERATIONAL
ISSUES**



Patrol Commander's office

- b. The patrol officers report writing room is integrated with the Record's Division. This is not a typical arrangement as report writing rooms are usually a dedicated space where officers can converse with each other without disturbing others.

Officers also make phone calls with citizens and states attorneys while at a report writing station which requires additional privacy.



Patrol Officer's Report Writing Stations

SECTION 3

SUMMARY OF ANALYSIS

3.3 SPACE AND OPERATIONAL ISSUES

- c. Juvenile Holding Issues: The Patrol Division does not have a designated place to hold juveniles for status offences, which are offences that do not require holding a juvenile in a cell. Currently, they are held in an office, Roll Call, or in an interview room in Investigations. When holding a juvenile, an officer is required to maintain continual supervision.
- d. Patrol Storage issues:
 - Officers all have duty bags to carry items required on patrol. The duty bags are large and take up a lot of space within a locker. Modern police stations have separate duty bag lockers to store them
 - Similar to duty bags, Evidence Technicians do not have a dedicated location to conveniently store their evidence technician's kits
 - Drones are a newer technological tool for law enforcement. While the use of drones is in its infancy, there is no dedicated location to store and maintain drones.
3. Investigations Workspace Issues
 - a. The investigations division has 8 workstations located in an open office environment. The workstations are small due to the size of the space available. The issue with having small workstations is the proximity from one staff member to another. Investigators make many telephone calls as part of their work and the close proximity makes having more than one conversation at a time difficult.



Investigations Division Open Office Workstations

SECTION 3
SUMMARY OF ANALYSIS

**3.3 SPACE AND OPERATIONAL
ISSUES**

- b. The interview rooms are located deep within the Investigations workspace. To get to the interview rooms, an interviewee must walk through investigations workspaces, which may have sensitive materials on their desks or computer screens that should not be seen. In addition, the rooms are not soundproof, so discussions can be heard from inside and outside the room.



Interview room within investigations



To access the interview rooms, it is necessary to walk past the workstations to the back of the Investigations workspace

**SECTION 3
SUMMARY OF ANALYSIS****3.3 SPACE AND OPERATIONAL
ISSUES**

- c. More interview rooms are necessary to separate potential witnesses and suspects.
- d. A soft interview room for victims or families is needed. A soft interview room is designed to reduce the trauma on a victim when talking to detectives by not making them feel they are being treated like a suspect. This is a common space in modern police stations.
- e. A dedicated office for the Internet Crimes Against Children Taskforce is needed. This is a specialized computer workstation that often has graphic images of child abuse that non-authorized personnel should not see. Currently, when taskforce work is being performed, a bed sheet is placed over the workstation to block the view from others. For law enforcement agencies that participate in this taskforce, this is a common space.
- f. Digital Forensics: There is no dedicated space for digital forensics work. The growth of cybercrime has been described by security experts as “relentless” and “ruthless” and will continue to grow.

Federal Agencies and regional crime labs assisting municipal law enforcement have been inundated by requests to obtain data from mobile devices, including cell phones, leading to long turnaround times, which is detrimental to solving a crime. Therefore, having these capabilities in-house is a significant benefit to the community.

- 6. Records / Reception Issues
 - a. There is only one reception position available. There have been many occasions where having two positions is necessary to serve the public better.



Reception has only one service position available

**SECTION 3
SUMMARY OF ANALYSIS****3.3 SPACE AND OPERATIONAL
ISSUES**

- b. The Records Division has 6 workstations located in an open office environment. The workstations are small due to the size of the space available. The issue with having small workstations is the proximity from one staff member to another is the work environment is noisy when having telephone conversations.



Records Open Office Workstations

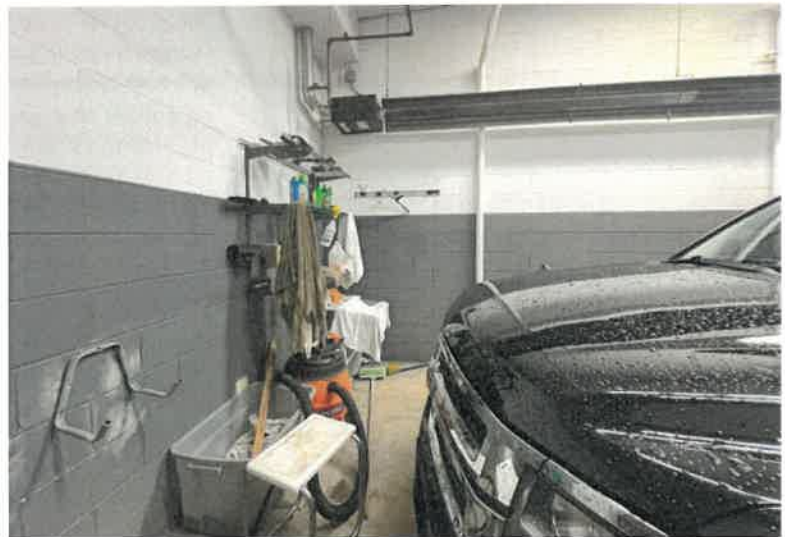
- 7. Social Services Issues
 - a. The Social Worker's workstation is located within the open office area of the Investigations Division. As this work is confidential, an office is recommended.
 - b. The social services counseling room is located directly off the lobby of the police station. A best practice is to have a sub-lobby and reception area to provide privacy to persons utilizing counseling services.



Entrance to Counseling Room is Directly off the Lobby

SECTION 3
SUMMARY OF ANALYSIS
3.3 SPACE AND OPERATIONAL
ISSUES**8. Evidence Processing Issues**

- a. The vehicle processing garage is a shared space with the patrol vehicle wash bay. When processing a vehicle for evidentiary purposes, it is important to have enough room to work on the vehicle and to photograph it. The existing processing garage is too small to effectively work in.



Vehicle Processing: The above photos show how tight the space to work is

- b. The Evidence Processing Lab is where evidence is reviewed to search for latent fingerprints, perform drug testing, and to photograph evidence. The existing lab cannot accommodate all of the functions required.

**SECTION 3
SUMMARY OF ANALYSIS****3.3 SPACE AND OPERATIONAL
ISSUES**

The Lake Forest Police Department has officers who are trained in many different types of evidence processing. As the need for scientific analysis of evidence continues to increase, and as processing of evidence becomes more sophisticated, significantly more space is required for items such as a fuming chamber, fume hood, drug testing stations, and photography workstations.



Existing Evidence Processing Lab

9. Evidence and Property Storage Issues
 - a. The property custodian's workstation is located within the evidence storage room. In a modern police station, a separate office is provided as a best practice as evidence can be dirty, off-gas and smell bad, and potentially have hazardous substances which can be harmful if exposed to for lengthy periods of time.



Evidence and Property Storage Room – Property Custodian Workstation

SECTION 3
SUMMARY OF ANALYSIS
3.3 SPACE AND OPERATIONAL
ISSUES

- b. The Lake Forest Police Department has done a good job maintaining evidence and found property. Statutory changes have greatly increased the length of time that evidence must be kept; in some cases, evidence is now required to be kept forever. The increased retention requirements mean that Police Departments typically take in more evidence on an annual basis than they are allowed to dispose of. Through diligent work, the Lake Forest Police Department has managed to keep the growth of evidence stored to fit within the available space, however, our projections show that more storage space will be needed over time.
- c. A best practice is to also separate out certain types of evidence including narcotics, weapons, and valuables. Currently, these types of evidence are in separate storage cabinets, but it would be best to have separate rooms within the evidence and property room.



Evidence and Property Storage Room

- 10. Holding Facility Issues
 - a. The sally port, booking room, holding cells, and interview room are for the most part unchanged since the building was first constructed.
 - b. Sally Port: A sally port is a secure garage used for the safe transfer of detainees from a vehicle to the lockup area. Access to the booking area from the sally port has a step, which can be unsafe when transferring a detainee, especially if they are inebriated or under the influence of narcotics. The safety and security of a person in custody is the responsibility of the Police Department, so this is also a liability issue if a person were to fall during the transfer.

**SECTION 3
SUMMARY OF ANALYSIS****3.3 SPACE AND OPERATIONAL
ISSUES**

The Sally Port is narrow, and officers often park at an angle to allow more space for safe prisoner transfer out of the patrol vehicle.

The sally port is not large enough to allow for an ambulance to pick up a detainee in a secure environment. If a detainee needs medical attention, they are taken outside to be transferred to an ambulance.



The sally port has steps to access the holding area

The sally port also lacks the ability to accommodate multiple vehicles. It lacks a “drive through” capability as well, requiring a vehicle to back out into a traffic drive. If a detainee is uncooperative, best practices dictate that a “follow car” with another officer assist in the processing of a detainee if they are uncooperative or combative.

- c. In 1969, arrest procedures were much simpler. Live Scan fingerprinting, which is used to capture fingerprints electronically was not even in existence. As booking procedures have changed with technology, more space is necessary to allow for the new or additional equipment. The Department had incorporated technology within the holding processing area, but it should have more space for the equipment and requires the arresting officer to have his back to the detainee when working on it.

SECTION 3
SUMMARY OF ANALYSIS
3.3 SPACE AND OPERATIONAL
ISSUES



Live Scan Fingerprinting and Intoxilyzer Testing in Holding Area

- d. The existing detention rooms do not meet the current Illinois Department of Corrections Municipal Jail and Lockup Standards. Each of the holding cells is too small. The current standards require 64 sf of floor space. Two of the cells are under 50 sf of floor space which does not even meet the standards going back as far as 1977.
- e. Modern holding facility design incorporates several life safety code requirements. This includes smoke evacuation systems and remote holding facility door releases in case of fire or other emergencies. The existing facility does not have either of these features.



Holding Facility Processing Station

**SECTION 3
SUMMARY OF ANALYSIS****3.3 SPACE AND OPERATIONAL
ISSUES**

Typical Holding Cell

- f. Detainees are released through the Sally Port, adjacent to where patrol and employee vehicles are parked, or escorted through the operational areas of the station to be released through the lobby, adjacent to where the patrol vehicles are parked, or through the lobby at the front of the station where inadvertent interactions with visitors may occur. It is a best practice not to co-mingle people being released from the holding areas with the general public. Modern police stations are designed with separate detainee release and bond out areas in the holding area, which releases detainees away from staff and public spaces.
- 11. Training Spaces: The amount of mandatory training required of police officers is increasing. State and Federal laws now require specific training on an annual, bi-annual, and tri-annual basis and includes annual use of force and scenario-based training utilizing both simulator and live-fire methodologies. Training spaces need to provide greater flexibility for different types of training programs, including classroom, defensive tactics, simulator, and live fire scenario-based training.
 - a. Classroom training takes place in the multi-purpose room located in the basement of the police station. The existing room can hold 18 people in a classroom setting with tables and chairs. Due to the location within the basement and capacity, it is not designed to allow for outside organizations to host training, which typically requires a seating capacity of at least 40 people.

**SECTION 3
SUMMARY OF ANALYSIS
3.3 SPACE AND OPERATIONAL
ISSUES**



Existing Training Room

- b. The Department has a dedicated Defensive Tactics Training Room, which is a significant benefit. As the mandatory training requirements increase, having a dedicated defensive tactics room becomes more important. This room should have a higher ceiling for training exercises and a larger storage area for training props.



Defensive Tactics Training Room

SECTION 3
SUMMARY OF ANALYSIS

**3.3 SPACE AND OPERATIONAL
ISSUES**

- c. The firing range was renovated to allow use of rifles by replacing the bullet trap. Because of the trap replacement, the range is now only 20 yards long to the target line which is shorter than the standard 25 yard length. The length does not allow for the optional qualification course of fire distance of 25 yards, which most departments practice for.



Existing Firing Range – 20 yards long

- 12. Lack of storage throughout the facility is a pressing issue. With more programs and specialty equipment being utilized, more storage, designated for specific functions, is required to help staff to be more efficient.



Storage rooms are at capacity

SECTION 3
SUMMARY OF ANALYSIS**3.3 SPACE AND OPERATIONAL
ISSUES**

13. Officer Wellness: Spaces that promote mental and physical wellness have gained attention and importance in the past ten years. Research has shown that police officers are negatively affected by the stress of their jobs. To help promote wellness, spaces that promote stress relief, physical fitness, and camaraderie are now included in modern police facilities. The spaces include specially designed quiet rooms for destressing, physical fitness facilities, break areas, and common space that allows for interaction among peers. While the Department has many of these areas in the police station, they need to be designed in a more thoughtful manner considering officer wellness goals.



Fitness Room is shared with the Fire Department and is well utilized



Breakroom was recently renovated, but the location makes it underutilized

**SECTION 3
SUMMARY OF ANALYSIS****3.3 SPACE AND OPERATIONAL
ISSUES****14. Locker Rooms:**

- a. To accommodate the number of lockers required, aisle space was reduced, making the locker rooms very tight. The size of lockers is inadequate to accommodate uniforms, boots, and equipment currently issued for officers.
- b. When the building was originally built, women represented less than 2% of all sworn police officers. Currently, females account for approximately 16% of all sworn police officers and the percentage is slowly rising. There is a nationwide initiative called 30x30 which is seeking to advance women in policing to 30% by 2030. The Police Department is doing well and have many women on the Department and anticipate the number growing.



Locker rooms are at capacity

- c. **Sleeping Quarters:** To accommodate staff being held over or for those who have court in the morning after a 12 hour shift, sleeping quarters are recommended rather than have officers sleep in their cars. Currently, there is a bed in the equipment storage room in the men's locker room. Sleeping quarters should be dedicated rooms so noise and privacy can be addressed.

**SECTION 3
SUMMARY OF ANALYSIS
3.3 SPACE AND OPERATIONAL
ISSUES**



Sleeping Quarters in Men's Locker Storage Room

15. Safety and Security:
 - a. The site is not secure. Staff parking, police vehicle parking, and the staff entries are not secured from the public, which is a safety concern for both civilian and sworn personnel.

It is now common to have secure parking for both department and staff vehicles. The current parking lot is wide open to the public. This poses security and safety issues.



Staff entries at back of building

**SECTION 3
SUMMARY OF ANALYSIS****3.3 SPACE AND OPERATIONAL
ISSUES**

Unprotected patrol vehicle and staff parking lot

16. Operations: The layout of the police station does not support the day to day operations of the Department. There are less than ideal space adjacencies and traffic patterns. This negatively affects the overall efficiency of the Police Department. In addition of items discussed earlier, other issues include:
- a. To access the police vehicle garage, one must go through the Fire Department.
 - b. The location of the Evidence Processing Garage is far away from the Evidence Lab.
 - c. Evidence Packaging is located in the basement. An officer has to take evidence a long distance to log it in and package it. Often, evidence can be contaminated, and this can lead to the chance that contamination can be spread throughout the police station.
 - d. The Evidence Lab is in the basement, so any items that need to be processed need to be carried downstairs.
 - e. Evidence and Property Storage is in the basement without elevator access.
 - f. The armory, where weapons and ammunition are stored, is in the basement. Ammunition can be very heavy.
 - g. The breakroom is located in an isolated part of the police station far from operational areas.

The issues identified above provide an overview of some of the operational and space issues the existing building suffers from. Correcting these deficiencies will require a significant amount of additional space.

SECTION 3 SUMMARY OF ANALYSIS

3.4 POLICE DEPARTMENT SPACE NEEDS ANALYSIS

Police Department Space Needs Analysis

As part of this assessment, the space needs requirements of the police department were analyzed with the assumption that the 1925 W. Field Court building would be where the Department would be relocated to. The needs were then broken down into two different scenarios:

1. **Need to Have Spaces:** This includes the needs of the Police Department to meet current operational needs with short term anticipated growth. The analysis identified 49,394 sq. ft. of space is required for this scenario.
2. **Nice to Have Spaces:** This includes the needs of the Police Department to meet the long term needs of the Police Department (30+ years). The analysis identified 59,692 sq ft of space is required for this scenario.

Need to Have Spaces for Police Department Space Needs Program

This program identifies **49,394 sq. ft.** of space that the Police Department needs to have.

The program also identifies 71 total outdoor parking spaces are required. The breakdown of parking requirements is as follows.

• Staff Parking	23 Spaces
• Police Department Quick Access Parking	8 Spaces
• <u>Visitor and Training Parking</u>	<u>40 Spaces</u>
Total Parking Required	71 Spaces

The parking requirements assume that a total of 27 Police Department vehicles will be kept in the underground parking garage at the 1925 W. Field Court building.

The Need to Have Spaces scenario addresses the following deficiencies identified in Section 3.3 Space and Operational Issues and includes the following:

- A. Public Entry, Training/Meeting/EOC Room
 1. A multi-purpose training, meeting room, and EOC that will accommodate 40 people in a training setting is included.
- B. Records / Reception
 1. The Records Division has two reception positions.
 2. The workstations have been increased in size to allow for better sound control during phone calls.
 3. A copy / work room has been included to control noise.
- C. Administration
 1. The conference room has been enlarged to allow for command staff meetings.

**SECTION 3
SUMMARY OF ANALYSIS**

**3.4 POLICE DEPARTMENT SPACE
NEEDS ANALYSIS**

2. A copy / work room has been included to control noise and provide a better appearance to Administration.
- D. Patrol.
 1. A larger Roll Call / Briefing Room has been provided
 2. Report Writing Areas separate from Records have been provided.
 3. A quiet Report Writing Room has been provided to allow for private phone calls and a better environment for complex report writing.
 4. Duty Bag storage has been provided
 5. Evidence Technicians Kit storage has been provided
 6. Drone Maintenance and Storage room has been provided.
- E. Investigations
 1. The workstations have been increased in size to allow for better sound control during phone calls.
 2. A Taskforce (Internet Crimes Against Children) Office has been included for sensitive computer work.
 3. A Soft Interview (victim) room has been included.
 4. An interview toilet room has been included.
- F. Social Worker
 1. A Social Worker Office has been included.
 2. A Counseling Lobby and Reception area is included.
 3. An open seating Counseling Area has been included.
 4. Two Counseling Rooms have been provided. Currently, one exists.
 5. A toilet room has been provided.
- G. Evidence Processing
 1. A properly sized Evidence Garage has been included
 2. The Forensic Processing Lab has been enlarged to meet modern requirements.
- H. Evidence Storage
 1. A dedicated Evidence Packaging Area is included.
 2. A Property Custodian's Office is included.
 3. Evidence Storage has been increased.
 4. Evidence Storage for narcotics, firearms, and valuables has been separated per best practices.
- I. Holding Facility

SECTION 3**SUMMARY OF ANALYSIS****3.4 POLICE DEPARTMENT SPACE
NEEDS ANALYSIS**

1. The Sally Port has been properly sized to hold two vehicles and will also accommodate an ambulance.
 2. The Processing Area has been right sized for safety.
 3. The Holding Cells have been sized to meet current codes.
 4. A Prisoner Release (Bond-Out) Vestibule has been provided.
- J. Training and Wellness
1. In the Need to Have Scenario, Defensive Tactics training will be shared with the Training / Meeting / EOC Room.
 2. Storage for Simunition Training equipment has been provided.
 3. In the Need to Have Scenario, a 24' wide x 25 yard tactical firing range has been included. This will allow for tactical training and limited prop use.
 4. A dedicated Armorer / Weapons Maintenance Space has been included.
- K. Staff Support Areas
1. Locker Rooms have been correctly sized.
 2. Two Resilience (quiet) / Nursing Rooms have been provided for staff wellness.
 3. Three dedicated Bunk Rooms have been provided.
- L. Warm Storage
1. Indoor Parking for the entire fleet has been provided.
 2. Parking for a trailer has been provided.
 3. CERT Storage has been provided
 4. A dedicated Community Relations Storage room has been provided.
- M. Building Systems and Maintenance Spaces
1. Janitorial Bulk Supply Storage has been included.
 2. A Mail and package Delivery Room has been included.

Nice to Have Spaces for the Police Department Space Needs Program

This program identifies **59,692 sq. ft.** of space which will meet the long term needs of the Police Department projecting out 30+ years.

The program also identifies 77 total outdoor parking spaces are required. The breakdown of parking requirements is as follows.

• Staff Parking	29 Spaces
• Police Department Quick Access Parking	8 Spaces
• <u>Visitor and Training Parking</u>	<u>60 Spaces</u>
Total Parking Required	97 Spaces

**SECTION 3
SUMMARY OF ANALYSIS****3.4 POLICE DEPARTMENT SPACE
NEEDS ANALYSIS**

The parking requirements assume that a total of 30 Police Department vehicles will be kept in the underground parking garage at the 1925 W. Field Court building as per the Need to Have Scenario.

The Nice to Have Spaces scenario addresses the following deficiencies identified in Section 3.3 Space, incorporates the items provided in the Need to Have scenario and enhances them by including the following:

- A. Public Entry, Training/Meeting/EOC Room
 - 1. A multi-purpose training, meeting room, and EOC is included that will accommodate 60 people in a training setting. This is the amount typically required to host State and Federal training programs.
 - 2. A Media Production Space is provided to produce informational media posts.
 - 3. Spaces required to host Administrative Hearings are provided including a Judge's Office, Attorney's Office, and a Client Meeting Room.
- B. Administration
 - 1. The Deputy Chief's Offices are resized to accommodate a meeting table.
 - 2. A Management / Crime Analyst Office has been provided.
- C. Patrol.
 - 1. The Commander's and Sergeant's Offices have been resized to accommodate potential future changes in the patrol command structure.
 - 2. Additional Duty Bag Space is provided for future growth.
 - 3. Drone Maintenance and Storage room has been provided.
- D. Investigations
 - 1. Two additional Investigator's Workstations have been included.
 - 2. Space for an additional School Resource Officer has been provided.
 - 3. A workstation for a Data Analyst has been provided.
 - 4. A flexible workstation has been provided.
 - 5. A Major Case Room has been provided. This space accommodates taskforce members during a major case call out.
- E. Social Worker
 - 1. Two additional counseling spaces have been provided (four versus two)
- F. Community Service Officers

SECTION 3**SUMMARY OF ANALYSIS****3.4 POLICE DEPARTMENT SPACE
NEEDS ANALYSIS**

1. A Community Service Officer's Office has been provided.
- G. Evidence Storage
 1. The General Evidence Storage room has been increased in size.
- H. Holding Facility
 1. A Mass Arrest Holding Cell has been provided. This space can also be used for detainees who are claustrophobic or need to be monitored more closely.
- I. Training and Wellness
 1. A dedicated Defensive Tactics Training Room has been provided.
 2. The Physical Fitness and Wellness Room has been enlarged.
 3. A 32' wide x 25 yard tactical firing range has been included. This will allow for tactical training and use of props, including a vehicle.
- J. Staff Support Areas
 1. Locker Rooms have been correctly sized.
 2. A Therapy Room has been added to accommodate heat and cold plunge therapy.
 3. The Lunchroom has been enlarged.
 4. Honor Guard storage has been provided.
- K. Warm Storage
 1. Indoor Parking is expanded for a potentially larger fleet.
 2. A Canine (K9) Care Area has been provided along with a kennel.
- L. Building Systems and Maintenance Spaces
 1. A Delivery Staging Area has been included.

Police Department Space Needs Program

Following this page is the Lake Forest Police Department Space Needs Program referenced in this section.

Note that Space Needs Programs attempt to compare the size of existing space to the space required. In many cases, it is difficult to provide an "apples to apples" comparison because many spaces accommodate more than one function in the existing building. Therefore, we suggest using the space comparison as a general comparison only.

City of Lake Forest
Police Department
Space Needs Program

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FGMAARCHITECTS

June 24, 2024
FGM Project No. 24-4063.01

Item	Room/Area/Space	Staffing		Sq.ft.		Notes	
		Current	Future	Existing Space	Need to Have		Nice to Have
A. PUBLIC ENTRY, TRAINING/MEETING/EOC ROOM							
1.0	Public Entry Vestibule			96	100	100	Entrance vestibule
2.0	Public Lobby			314	750	750	Provide seating for (8-10)
3.0	Citizen Report Room w/ Fingerprinting			200	110	110	Provide seating for (4) with counter for fingerprinting
4.0	Citizen Report Room			130	100	100	Provide seating for (4)
5.0	Display Cases			-	20	20	Displays and memorials
6.0	Vestibule for Multi-Purpose Training Room			-	250	250	Vestibule to separate Training and EOC functions from the public
7.0	Multi-purpose Training, Meeting Room, and EOC			430	1,200	1,800	Multi-purpose room to accommodate (40). (60 if no training center)
8.0	Support Counter / Storage			-	80	80	Counter for training handouts, food service
9.0	Media Production Space			-	-	160	(2) small workstations
10.0	EOC equipment Storage			-	60	60	Secure storage room
11.0	Simulator and Mat Storage			-	150	120	Storage for mats and mobile screen type simulator
12.0	Table and Chair Storage			-	150	150	Table and chair storage
13.0	Administrative Hearing Court						Currently at City Hall
14.0	Judge's Office			-	-	120	"L" shaped workstation with (2) guest seats
15.0	Attorney Office			-	-	120	"L" shaped workstation with (2) guest seats
16.0	Client Meeting Room			-	-	100	Meeting room with seating for (4)
17.0	Public Toilets						
18.0	Men's Toilet Room				180	180	(2) toilet, (2) urinals, (2) lavatories (1 additional toilet and lav for larger room)
19.0	Women's Toilet Room			59	165	165	(3) toilet, (2) lavatories (1 additional toilet and lav for larger room)
20.0	Gender Neutral Toilet Room				65	65	Single user toilet room
21.0	Public Entry / Training / Meeting Room Sub-Total			1,229	3,380	4,450	
22.0	Circulation, Wall, and Mechanical Shaft Space				1,183	1,558	
23.0	PUBLIC ENTRY, TRAINING/MEETING/EOC ROOM TOTAL				4,563	6,008	Shared Public Space Total
B. RECORDS / RECEPTION							
1.0	Police Station Reception (screened from office area)				100	100	Provide for (2) secure reception work areas with package pass-through
2.0	Open Office Workstations						
3.0	Records Supervisor	1	1		75	75	(1) 7'x7' "L" shaped workstation
4.0	Records Workstations	3	3		225	225	(3) 7'x7' "U" shaped workstations
5.0	Flexible Workstations			596	75	75	(1) 7'x7' "U" shaped workstation for light duty
6.0	Mobile Video Review Workstation		1		75	75	(1) 7'x7' "U" shaped workstation for body cam review/redaction
7.0	Active Files				18	18	(1) 42" lateral file - 4 drawer
8.0	Coat Closet				15	15	
9.0	Copy / Work Room				100	100	Includes office supply storage cabinets and shredder
10.0	Supply Storage				-	-	Locate in Copy / Work Room above
11.0	Coffee Area				40	40	
12.0	Archive File Storage				-	-	See general storage in Staff Support Areas

City of Lake Forest
Police Department
Space Needs Program

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FGMARCHITECTS

June 24, 2024

FGM Project No. 24-4063.01

Item	Room/Area/Space	Staffing		Sq.ft.		Nice to Have	Notes
		Current	Future	Existing Space	Need to Have		
13.0	Records / Reception Sub-Total	4	5	596	723	723	
14.0	Circulation, Wall, and Mechanical Shaft Space				253	253	
15.0	RECORDS / RECEPTION TOTAL				975	975	
	C. ADMINISTRATION						
1.0	Administrative Waiting/Seating Area			40	150	150	Soft seating area for informal discussions
2.0	Administrative Assistant	1	1	127	100	100	"U" shaped workstation with (1) 42" lateral file
3.0	Storage Closet			50	80	80	
4.0	Administrative Conference Room			398	480	480	Seating for (14-16) with credenza
5.0	Chief of Police Office	1	1	382	380	380	Desk, credenza, conference table for (6), book case, files
6.0	Closet			-	12	12	
7.0	Deputy Chief of Administration Office	1	1	200	200	275	Desk, credenza, (2) guest chairs, book case, files
8.0	Closet			13	12	12	
9.0	Deputy Chief of Operations Office	1	1	188	200	275	Desk, credenza, (2) guest chairs, book case, files
10.0	Closet			-	12	12	
11.0	Administrative Sergeant Office	0	1	-	140	140	"U" shaped workstations, (2) guest chairs
12.0	Management / Crime Analyst Office	1	1	-	-	140	"U" shaped workstations, (2) guest chairs
13.0	Administrative Toilets			42	65	65	(1) Single user toilet rooms
14.0	Copy / Work Room			30	120	120	
15.0	Secure File and Supply Storage			-	-	-	Located in Administrative Assistant Storage Closet
16.0	Coffee Area			-	40	40	
17.0	Administration Sub-Total	5	6	1,470	1,991	2,281	
18.0	Circulation, Wall, and Mechanical Shaft Space				697	798	
19.0	ADMINISTRATION TOTAL				2,688	3,079	
	D. PATROL						
1.0	Patrol Commanders Office	3	2	369	300	225	"U" shaped workstation, conference table for (4)
2.0	Closet			8	10	10	
3.0	Closet			12	10	10	
4.0	Closet			12	10	-	
5.0	Patrol Sergeants Open Office Workstations	3	4	511	225	300	(4) "L" shaped workstations with file storage
6.0	Closet			10	10	10	Closet for each Sergeant
7.0	Closet			12	10	10	
8.0	Closet			12	10	10	
9.0	Closet			-		10	
9.0	Patrol Officers	25	28				

City of Lake Forest
Police Department
Space Needs Program

DRAFT

FGMAARCHITECTS

June 24, 2024
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		Current	Future	Existing Space	Need to Have	Nice to Have	
10.0	Roll Call / Briefing Room			249	420	420	Seating for (12-14) in conference setting. Video setup for training
11.0	Patrol Equipment			100	150	150	Equipment storage and checkout
12.0	Report Writing Workstations - Open Office			145	200	200	(4) report writing workstations
13.0	Report Writing Workstations - Separate room			-	150	150	(2) report writing workstations in enclosed room for privacy
14.0	Interview/Juvenile Temporary Holding Rooms			-	80	80	(1) Temporary holding rooms visible from Report Writing
15.0	Holding Toilet			-	65	65	
16.0	Copy / Work Room			-	-	-	Share with Records
17.0	Patrol Conference Room			-	150	150	Seating for (4-6) people. Locate for privacy
18.0	Interview Rooms			-	-	-	Share with Investigations
19.0	Soft Interview Room			-	-	-	Share with Investigations
20.0	Duty Bag Storage			-	150	200	Provide (45) 2'x2'x2' lockers (triple tier) near patrol entry (60 in future)
21.0	Evidence Technicians Kit Storage			-	30	30	Provide storage for (12) ET kits (Two 36" x 24" cabinets)
22.0	Drone Maintenance and Storage			-	100	150	Provide storage and workbench
23.0	K9			-	-	-	See warm storage below
24.0	Patrol Sub-Total	31	34	1,440	2,080	2,180	
25.0	Circulation, Wall, and Mechanical Shaft Space				728	763	
26.0	PATROL TOTAL				2,808	2,943	
E.	INVESTIGATIONS						
1.0	Investigations Commanders Office	1	1	144	150	200	"U" shaped workstation, (2) guest chairs, file storage
2.0	Closet			14	10	10	
3.0	Investigations Open Office						
4.0	Investigations Workstations	3	5		225	375	(3) 7'x7' "U" shaped workstations (5 in future)
5.0	School Resource Officer	2	3		150	225	7'x7' "U" shaped workstations (3 in future)
6.0	Data Analyst		1		-	75	
7.0	Specialized Equipment Workstation				75	75	7'x7' "U" shaped workstations
8.0	Social Worker Workstation			935			
9.0	Flexible Workstation				-	75	7'x7' "U" shaped workstations
10.0	File Storage				18	18	(1) 42" lateral files
11.0	Weapons Storage Closet				8	8	Secure storage
12.0	Secure Storage Closet/Armory				64	64	Storage and equipment closet
13.0	Storage				15	15	For storage of vests and gear
14.0	Taskforce (ICAC) Office			-	140	140	
15.0	Digital Forensics			-	200	200	(2) workstations for processing of digital data
16.0	Secure Storage Closet			-	14	14	Secure (evidentiary) storage of digital devices
17.0	In-Process Evidence Temporary Storage			-	10	10	Lockers for temporary evidence storage
18.0	Investigations Major Case Room			-	-	560	Conference Space for (20) (Conference Room for 10 with Training Center)
19.0	Coffee Area			-	40	40	Kitchenette with full size refrigerator

**City of Lake Forest
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Space Needs Program

DRAFT

FGMAARCHITECTS

June 24, 2024
FGM Project No. 24-4063.01

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		Current	Future	Existing Space	Need to Have		
20.0	Coat Closet			-	15	15	
21.0	Holding Room			50	-	-	Not required
22.0	Interview Rooms						Locate so they can be shared with Patrol
23.0	Standard Interview Rooms (2) required			135	200	200	With tables and chairs
24.0	Soft Interview Room (1) required			-	140	140	Soft seating, can share with Patrol
25.0	Hard Interview Rooms (1) required			-	-	-	Located in Holding Facility below
26.0	Toilet Room			-	65	65	Single user toilet room to support interview rooms
27.0	Interview Recording Equipment			-	50	50	Secure room
28.0	Investigations Sub-Total	6	10	1,278	1,539	2,524	
29.0	Circulation, Wall, and Mechanical Shaft Space				538	883	
30.0	INVESTIGATIONS TOTAL				2,077	3,407	
F.	SOCIAL WORKER						
1.0	Social Worker Office (currently in Investigations)	1	1	-	150	150	"U" shaped workstation, (2) guest chairs. Locate near Investigations
2.0	Counseling Lobby / Reception			-	150	150	Locate off lobby. Soft seating for (2-4)
3.0	Counseling Open Seating Area / Intern	1	1	-	200	270	Table with (4-6) chairs, couch and soft seating. Intern and comfort dog in larger
4.0	Coffee Area			-	40	40	
5.0	Counseling Spaces			96	280	560	Initially (2) spaces, plan for (4) in future
6.0	Closet			-	14	14	For toys and children's items
7.0	Group Therapy Space			-	-	-	Space for (15) people - Use classroom or conference room
8.0	Toilet Room			-	65	65	
9.0	Social Worker Sub-Total	1	1	96	899	1,249	
10.0	Circulation, Wall, and Mechanical Shaft Space				315	437	
11.0	SOCIAL WORKER TOTAL				1,214	1,686	
G.	COMMUNITY SERVICE OFFICERS						
1.0	Community Service Officers	4	6				
2.0	CSO Office			-	-	120	Shared "L" shaped workstation with file cabinet
3.0	Animal Complaint Supplies			-	-	-	See Warm Storage below
4.0	Traffic Control Items			-	-	-	See Warm Storage below
5.0	Community Service Officers Sub-Total	4	6	-	-	120	
6.0	Circulation, Wall, and Mechanical Shaft Space				-	42	
7.0	COMMUNITY SERVICE OFFICERS TOTAL				-	162	
H.	EVIDENCE PROCESSING						
1.0	Evidence Garage						Currently use wash bay in garage - see Warm Storage below

City of Lake Forest
Police Department
Space Needs Program

DRAFT

FGMAARCHITECTS

June 24, 2024
FGM Project No. 24-4063.01

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		Current	Future	Existing Space	Need to Have	Nice to Have	
2.0	Vehicle Processing / Storage Bay			-	560	560	Includes winch to aid in vehicle movement
5.0	Temporary Large Evidence Storage			-	100	100	Existing is shared general and found bike storage off garage
3.0	Drying Cabinets			-	90	90	Provide space for a drying cabinet and 8' layout area
4.0	Emergency Eyewash/Shower			-	25	25	
5.0	Forensic Processing Lab						
6.0	Drug Testing				20	20	
7.0	Fuming Chamber				20	20	
8.0	Fume Hood				30	30	
9.0	Specialty Drug Chamber				20	20	
10.0	Refrigerator			205	15	15	Provide space for (1) refrigerator
11.0	Worktables and Counters				200	200	Center island worktable with packaging area
12.0	Photography Workstation				60	60	5' workstation
13.0	Workstations				45	45	6' workstation with computer
14.0	Temporary Evidence Lockers				30	30	Provide space for temporary evidence storage - multi-tier lockers
15.0	Equipment Storage Closet			-	60	60	Existing in evidence packaging (ET Kits are located above in Patrol by Duty Bags)
16.0	Evidence Processing Sub-Total			205	1,275	1,275	
17.0	Circulation, Wall, and Mechanical Shaft Space				446	446	
18.0	EVIDENCE PROCESSING TOTAL				1,721	1,721	
I.	EVIDENCE AND PROPERTY STORAGE						
1.0	Property Custodian Office			-	120	120	"U" shaped workstation
2.0	Evidence Packaging (existing in Evidence Processing)						Packaging area with computer workstation
3.0	In-Process Evidence Temporary Storage			208	120	120	Evidence return lockers
4.0	Worktable and Barcoding						Large counter, storage for supplies, sink
5.0	Evidence Drop Lockers (existing in hallway)			20			(4) sets pass-thru lockers (12')
6.0	Evidence Intake Area/Work Area				60	60	Work Area with sink
7.0	Valuables/Money Storage				21	21	(1) 2'x3' storage cabinets
8.0	Narcotics Storage				30	30	100% exhaust ventilation (existing mixed in with general evidence)
9.0	Firearms Storage				63	63	(3) 2'x3' storage cabinets
10.0	General Evidence Storage			578			Assumes a growth rate for 30 years (typ. intake of 1,600 pcs per year)
11.0	Open Floor Area				600	900	Floor working space
12.0	Refrigerated Storage						Allow space for (2) refrigeration units
13.0	Destruction Holding Area						Area with shelving
14.0	Explosives Storage			-	-	-	See outdoor spaces below - Remote Evidence Storage
15.0	Found Bike Storage			-	150	150	Storage for (15-20) bicycles - Existing in
16.0	Evidentiary Vehicles			-	-	-	Short term in vehicle processing garage
17.0	Evidence and Property Storage Sub-Total			806	1,164	1,464	
18.0	Circulation, Wall, and Mechanical Shaft Space				349	439	

**City of Lake Forest
Police Department**
Space Needs Program

DRAFT

FGMAARCHITECTS

June 24, 2024
FGM Project No. 24-4063.01

Item	Room/Area/Space	Staffing		Sq.ft.		Notes
		Current	Future	Existing Space	Need to Have	
19.0	EVIDENCE AND PROPERTY STORAGE TOTAL				1,513	1,903
	J. HOLDING FACILITY					
1.0	Sally Port			395	1,008	1,008 (2) car double deep car sally port in drive through configuration (28'x36')
2.0	Eyewash and Emergency Shower			-	25	25
3.0	Prisoner Search and Personal Effects Lockers			-	70	70 Include sorting counters and (8) double tiered lockers
4.0	Vestibule Area			-	50	50 Secure entry to lockup areas
5.0	Processing Area					
6.0	Cuff Benches					
7.0	Temporary Holding Room					
8.0	Fingerprint Area			353	700	700 Keep (3) detainees separated - locate away from Booking Station Holding room glazing to view into with toilet For ink fingerprinting, with sink and eyewash
9.0	Live Scan/Suspect Photography					
10.0	Sobriety Testing					
11.0	Booking Station					
12.0	Interview (existing is also line-up room)			53	80	80 Hard interview room, line up not required
13.0	Toilet			49	65	65 Single user detention grade toilet
14.0	Janitors Closet			-	40	40 Secure storage of cleaning supplies
15.0	Secure Storage			40	20	20 For detention supplies (blankets, jumpsuits, etc.)
16.0	Mass Arrest Holding			-	-	140 Holding for (4-6) with toilet area
17.0	Cells (includes JV cells)			146	565	565 (4) Cells, two to be individually sight and sound separated (3 currently existing)
18.0	Juvenile Holding Cells			50	-	- Not required, existing located in Investigations
19.0	Shower			-	60	60
20.0	Attorney/Client Room			-	72	72
21.0	Bond Out Vestibule			-	100	100 For bonding out detainees from holding area
22.0	Holding Facility Sub-Total			1,086	2,855	2,995
23.0	Circulation, Wall, and Mechanical Shaft Space				999	1,048
24.0	HOLDING FACILITY TOTAL				3,854	4,043
	K. INFORMATION SYSTEMS					
1.0	Server Room			326	144	144 Allow for (2) server racks and clean agent fire protection
2.0	Server Room Mechanical Equipment			-	80	80 Space for computer room air conditioning (CRAC) units
3.0	IDF Room Allowance			-	200	200 Allow for (4) IDF closets with 2 post racks
4.0	D-Mark Closets (1) required			-	30	30 For incoming services
5.0	IT Workroom / Office			109	200	200 (2) 8'-0" workbenches with (2) desks
6.0	Storage Area			-	80	80
7.0	Information Systems Sub-Total			435	734	734
8.0	Circulation, Wall, and Mechanical Shaft Space				257	257

**City of Lake Forest
Police Department**
Space Needs Program

DRAFT

FGMARCHITECTS

June 24, 2024

FGM Project No. 24-4063.01

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		Current	Future	Existing Space	Need to Have	
9.0	INFORMATION SYSTEMS TOTAL				991	991
L.	TRAINING AND WELLNESS					
1.0	Training Office			-	-	180 Provide (2) "L" shaped workstations
2.0	Training Room			-	-	See Multi-Purpose Training Room above
3.0	Defensive Tactics			878	-	1,000 Use Training Room. Enhanced 4: Large mat room with video screen
4.0	Gun Locker			-	10	10 Area outside room for (15) gun lockers
5.0	Storage			133	200	200 Equipment Storage
6.0	Simulator Training			-	-	Assume use of a mobile virtual simulator in mat room or training room
7.0	Simunition Storage			-	80	80 Storage for simunition weapons, ammunition, training aids
8.0	Physical Fitness / Wellness Room			2,067	1,600	2,100 Space for stretching, strength, and cardio fitness equipment.
9.0	Lockers			-	30	30 Small area (6) lockers for temporary patrol equipment storage
10.0	Gun Locker Storage			-	6	6 Area for (6) gun lockers
11.0	Quiet Room			-	-	See Resilience Rooms in Staff Support Areas below
12.0	Firing Range			2,250	2,784	3,712 24' wide x 25 yard firing range (32' wide - Nice to Have)
13.0	Range Storage			-	200	200 Storage of props, targets, cleaning equipment
14.0	Range Control Room			39	-	- Not required
15.0	Weapons Maintenance/Cleaning			-	100	200 Area adjacent to the range with (4-5) cleaning stations, observation window
16.0	Armory Storage			-	-	-
17.0	Ammunition Storage			130	120	120 storage for 40,000 rounds of ammunition
18.0	Weapons Storage			-	-	Rifle and handgun storage
19.0	Tactical Equipment Storage			-	-	NIPAS mobile field force storage (temporary storage)
20.0	Armorer / Weapons Maintenance			-	126	126 Weapons repair with (2) workstations
21.0	Training and Wellness Sub-Total			5,497	5,256	7,964
22.0	Circulation, Wall, and Mechanical Shaft Space			-	1,577	2,389
23.0	TRAINING AND WELLNESS TOTAL				6,833	10,353
M.	STAFF SUPPORT AREAS					
1.0	Mud Room / Wet gear Storage			-	64	64 Include area for cleaning boots
2.0	Male Locker Area			662	840	960 Provide (42) 24" wide lockers (48 lockers in future)
3.0	Toilet/Sinks/Shower Areas			246	280	280 (2) toilets, (2) urinals, (2) lavs, (2) showers
4.0	Female Locker Area			362	240	400 Provide (12) 24" wide lockers (20 lockers in future)
5.0	Toilet/Sinks/Shower Areas			244	220	220 (2) toilets, (2) lavs, (2) showers
6.0	Changing Room			66	60	60 Also used for nursing mothers
7.0	Therapy Room			-	-	300 For physical recovery and stress reduction
8.0	Lunchroom with Kitchenette			579	600	650 (3-4) tables of four, kitchen with stove/oven, (2) microwaves, (2) refrigerators
9.0	Coffee / Break Area (first floor of existing PD)			143	-	-

City of Lake Forest
Police Department
Space Needs Program

DRAFT

FGMAARCHITECTS

June 24, 2024
FGM Project No. 24-4063.01

Item	Room/Area/Space	Staffing		Sq.ft.		Notes
		Current	Future	Existing Space	Need to Have	
10.0	Storage				40	40 Canteen supply storage
11.0	Resilience / Nursing Room (2) rooms req'd			-	200	200 Used for mental wellness, resting, nursing, and other uses
12.0	Bunk Rooms (3) Required				240	240 Currently, one is located in Men's Locker Room
13.0	Staff Toilets Allowance			281	500	500 For toilet rooms throughout the building
14.0	Pension File Storage			-	-	-
15.0	Quartermaster Storage			190	220	220
16.0	Honor Guard Storage			-	-	30 Storage cabinets for rifles, storage for flags, harnesses, etc.
17.0	General Building Storage			855	1,000	1,000 Provide storage cages to separate storage area
18.0	Staff Support Areas Sub-Total			3,628	4,504	5,164
19.0	Circulation, Wall, and Mechanical Shaft Space				1,576	1,807
20.0	STAFF SUPPORT AREAS TOTAL				6,080	6,971
N.	WARM STORAGE					
1.0	Indoor Parking Garage					Prepare for future electric vehicle charging
2.0	Department Vehicles			2,867	8,465	9,405 Current Fleet (27), (30) in future
3.0	Trailers				314	314 (1) speed trailer
4.0	Wash Area			329	-	Provide area to rinse off vehicles - use drive aisle?
5.0	General Storage			395	500	500
6.0	Bike Patrol					Storage for (6) bikes - assume vertical storage racks
7.0	Parts Storage				150	150 Parts Storage Cabinets
8.0	Bicycle Rack Storage			268		Bicycle rack storage (6)
9.0	Maintenance Area				80	80 Area with small work bench, air compressor and water
10.0	Community Service Officer Storage					
11.0	Animal Complaint Supplies			127	60	60 Includes cage storage
12.0	Traffic Control Items					
13.0	Speed Signs				250	250
14.0	Traffic Signs			372		
15.0	Workbench for Sign Assembly					
16.0	Closet for Flare Storage			17	30	30 Large enough to store a pallet
17.0	Miscellaneous Tools and Vehicle Supplies			48	50	50
18.0	CERT Storage			-	80	80
19.0	Community Relations Storage				80	80 Storage Room for handouts and giveaways
20.0	Canine					
21.0	Canine Storage			-	-	- Minimal required, store in canine care area below
22.0	Canine Care Area			-	-	160 Bathing station, grooming table, storage shelving
23.0	Canine Kennel			-	-	40 With flushing floor drain
24.0	Canine Dog Run			-	-	- See outdoor space requirements below
25.0	Warm Storage Sub-Total			4,423	10,058	11,199

City of Lake Forest
Police Department
Space Needs Program

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June 24, 2024
FGM Project No. 24-4063.01

Item	Room/Area/Space	Staffing		Sq.ft.			Notes
		Current	Future	Existing Space	Need to Have	Nice to Have	
26.0	Circulation, Wall, and Mechanical Shaft Space				1,509	1,680	
27.0	WARM STORAGE TOTAL				11,567	12,878	
O.	BUILDING SYSTEMS AND MAINTENANCE SPACES						
1.0	Emergency Generator			-	-	-	Assume will use existing mechanical and electrical spaces
2.0	Mechanical Room(s)			Shared with	-	-	Assume will use existing mechanical and electrical spaces
3.0	Electrical Room			Fire	-	-	Assume will use existing mechanical and electrical spaces
4.0	Gas Service Room			Department	-	-	Assume will use existing mechanical and electrical spaces
5.0	Janitor's Closets (assume 2)			95	120	120	For supplies and cleaning equipment
6.0	Bulk Supply Storage			-	60	60	
7.0	Maintenance Work Area and Storage			185	185	220	Maintenance workbench and supply storage
8.0	Mail and Package Delivery Room			-	60	60	Small room for deliveries and sorting
9.0	Delivery Area			-	-	150	Temporary staging area
10.0	Building Systems and Maintenance Spaces Sub-Total			280	425	610	
11.0	Circulation, Wall, and Mechanical Shaft Space				85	122	
12.0	BUILDING SYSTEMS AND MAINTENANCE SPACES TOTAL				510	732	
	Net Areas			22,469	36,882	44,931	
P.	BUILDING AREA SUBTOTAL				47,394	57,692	
Q.	MULTI-STORY CIRCULATION FACTOR				2,000	2,000	Add 1,000 square feet per floor. Assumed use of two-stories
R.	EXISTING BUILDING AREA						
S.	TOTAL BUILDING AREA REQUIRED				49,394	59,692	
T.	EXTERIOR REQUIREMENTS						
1.0	Entry Plaza				1,000	1,000	
2.0	Flagpole Area				50	50	
3.0	Outdoor Patio				400	400	Seating and area for grill. Partially covered for greater use.
4.0	Outdoor Wellness Seating Area				100	100	Semi-private space for wellness use
5.0	K9 Dog Run				300	300	
6.0	Remote Evidence Storage				120	120	Small remote building for hazardous evidence and explosives magazine
7.0	Electrical Transformer				100	100	
8.0	Generator				300	300	

FGM Project No. 24-4063.01

SECTION 3 SUMMARY OF ANALYSIS

3.5 COMPARISONS WITH OTHER POLICE DEPARTMENTS

Comparisons with Other Police Departments

The space needs analysis identifies 49,394 sq. ft. of space is required to meet the Need to Have Spaces for the Lake Forest Police Department.

How does this amount of space compare to other newer police stations? As shown in the comparisons below, the Lake Forest Police Department has the currently has the smallest amount of building area (square footage) per authorized number of sworn officers.

Larger police departments have lower square footage per officer as many items, including training rooms, defensive tactics and firearms training facilities tend to be similar sizes, whether the department is large or small.

Police Department	Police Station	Indoor Parking	Total Building Size	Sworn Officers	Sq. Ft./Officer	Notes
Oswego Police	61,991 sq. ft.	6,272 sq. ft.	68,263 sq. ft.	49	1,265	
Hanover Park	54,100 sq. ft.	9,570 sq. ft.	63,670 sq. ft.	61	1,044	No DT Room
New Lenox	29,443 sq. ft.	975	30,418 sq. ft.	35	869	Limited Ind Parking No Firing Range & DT Room
Streamwood	43,740 sq. ft.	7,393 sq. ft.	51,113 sq. ft.	57	896	No DT Room
Glen Ellyn	29,426 sq. ft.	-	29,426 sq. ft.	40	736	No Indoor Parking No Firing Range
Bensenville	37,600 sq. ft.	9,515 sq. ft.	47,115 sq. ft.	48	981	No DT Room
St. Charles	42,812 sq. ft.	10,440 sq. ft.	53,252 sq. ft.	62	859	No Firing Range
Hoffman Estates	63,067 sq. ft.	16,320 sq. ft.	79,387 sq. ft.	93	853	No DT Room
Palatine	70,524 sq. ft.	20,160 sq. ft.	90,684 sq. ft.	109	832	
Mount Prospect	67,918 sq. ft.	21,951 Sq. ft.	89,869 sq. ft.	88	1021	Adaptive Reuse
Rosemont	47,965 sq. ft.	-	47,965 sq. ft.	78*	614	Adaptive Reuse
				*Inc. PD and FD Staff		No Firing Range, DT Room, & Fitness
Lake Forest (Current)	26,082	4,423	30,050	40	751	
Recommended Size						
Lake Forest	39,336 – 48,493	10,058 – 11,199	49,394 – 59,692	48	1,029 – 1,243	

SECTION 4 CONCEPTUAL PLANNING SOLUTIONS

Conceptual Planning Solutions

Conceptual solutions were developed for relocating the Police Department to 1925 Field Court for each of the various programmatic scenarios described in Section 3. Solutions include concept diagrams showing how the building can be utilized to meet the Need to Have Spaces and Nice to Have Spaces scenarios.

Additions are shown for the Sally Port and Evidence Processing Garage because the first floor of the existing building was not designed to support the weight of vehicles. It is also not recommended to place these items in the basement garage space as it will not permit ambulance access and having these spaces in the basement will cause operational difficulties.

Because the 1925 Field Court building has more square footage than the Police Department requires, in each of the solutions there is additional lower-level space that can be utilized for additional parking and storage. There is also additional space that can be set aside for potential future growth of existing departments or for additional departments that may come about in the future.

Portions of the building that are not utilized have been identified as potential tenant space.

The City needs to be aware that the 1925 Field Court building does have some drawbacks that the City should be aware of:

1. It is not designed structurally as a critical facility as required by current building codes. Critical facilities are designed to withstand more significant storms and seismic events than a typical building. This would require a building code variance.
2. Without a significant addition, it would be very costly to provide a code required storm shelter within the building to accommodate the occupant load of the building. This was not included within the budgets and would require a building code variance.
3. The building has all electric heating and cooling. While this is considered a sustainable feature, the costs to operate this building will be higher than one using natural gas heating and electric cooling. It may be worth looking at the potential to convert the building to use natural gas.

Concept A – Need to Have Spaces Program Items

This concept diagram shows a potential layout for the 1925 Field Court building that meets the program requirements identified in the Need to Have items.

The lower level is utilized for parking departmental vehicles, a speed trailer, bike patrol storage, and various storage needs of the department. Also included is a Firing Range Firing Range with Prop Storage, Weapons Maintenance area, Armory, and Armorer workspace. The configuration of the parking layout remains much as it currently exists, so minimal work is required, and the quantity of parking exceeds the number required.

**SECTION 4
CONCEPTUAL PLANNING
SOLUTIONS**

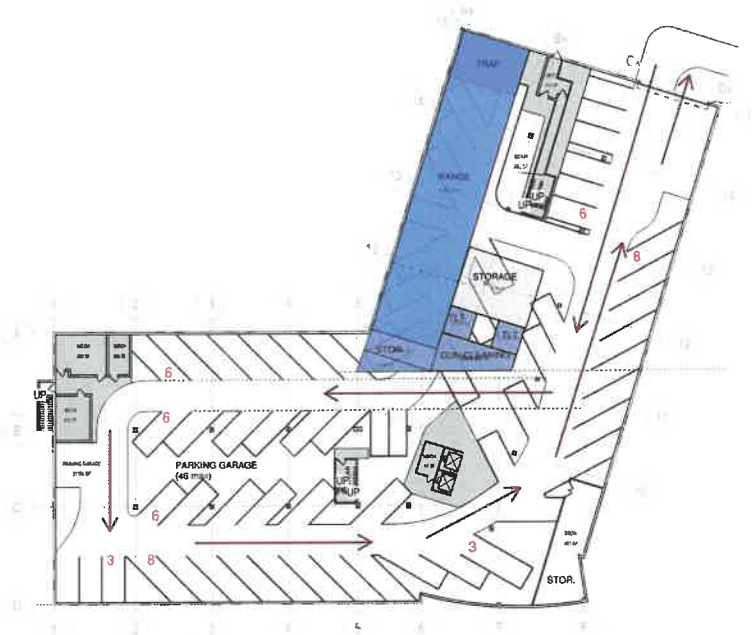
The first floor is utilized for most of the day-to-day operations of the department including a Multi-Purpose Training Room, and Records/Reception located off the Lobby. A new staff entry is proposed at north with Patrol, Investigations, Evidence Processing, Evidence and Property Storage, Holding Facility, Fitness/Wellness, Locker Rooms, and Lunchroom occupying the remainder. Work areas and wellness spaces were located to the north to take advantage of the views to the water. Additions for the Sally Port and Evidence Processing Bay are proposed.

A portion of the second floor is utilized for the Administration area and for the Social Worker, both of which would be located off the upper Lobby space. The remainder of the second floor would be available for Tenant space.

The entire third floor would be available for Tenant space.

Following this page is Concept Diagram A – Need to Have Spaces.

LAKE FOREST PD SPACE NEEDS ANALYSIS
1925 WEST FIELD CT, LAKE FOREST, IL



**CONCEPT A - Need To Have
FLOOR PLAN BASEMENT**

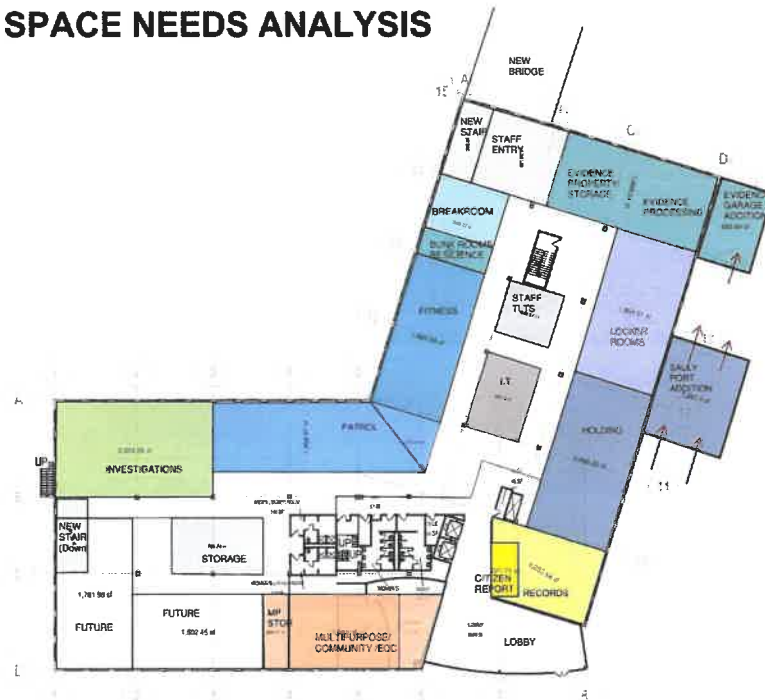
SCALE 1/32" = 1'-0"

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LAKE FOREST PD SPACE NEEDS ANALYSIS

1925 WEST FIELD CT. LAKE FOREST, IL



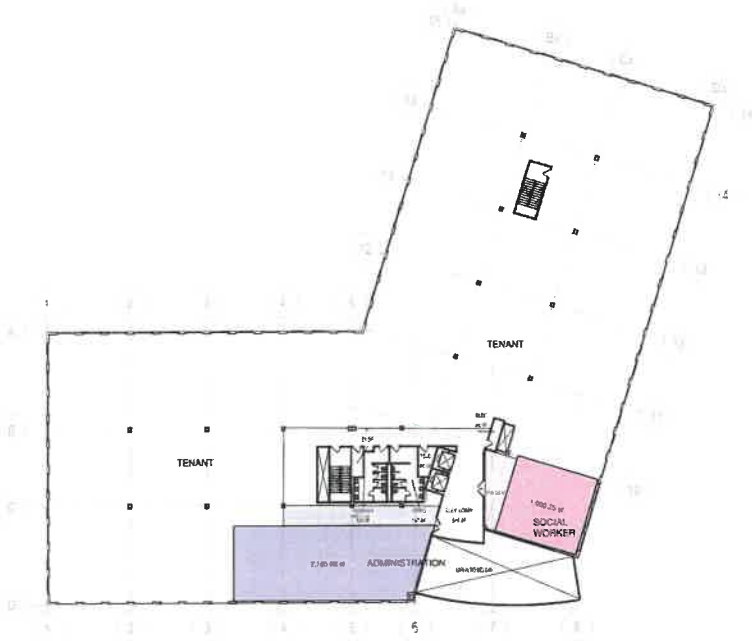
CONCEPT A - Need To Have FLOOR PLAN 1ST FLOOR

SCALE 1/32" = 1'-0"

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LAKE FOREST PD SPACE NEEDS ANALYSIS
1925 WEST FIELD CT. LAKE FOREST, IL



CONCEPT A - Need To Have
FLOOR PLAN 2ND FLOOR

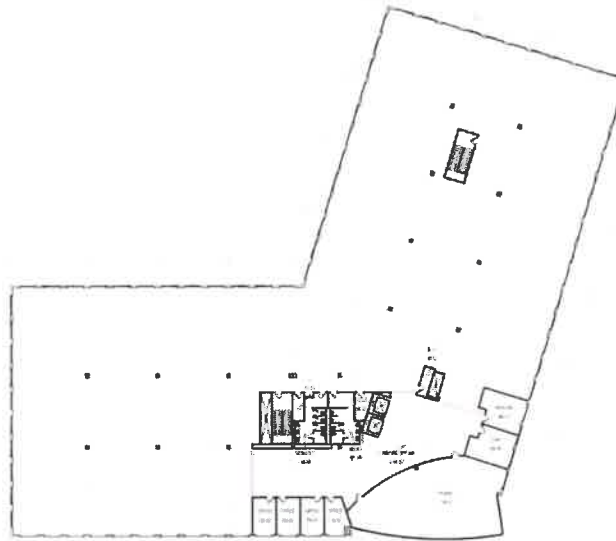
SCALE 1/32" = 1'-0"

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LAKE FOREST PD SPACE NEEDS ANALYSIS

1825 WEST FIELD CT LAKE FOREST, IL



**CONCEPT A - Need To Have
FLOOR PLAN 3RD FLOOR**

SCALE 1/32" = 1'-0"

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SECTION 4
CONCEPTUAL PLANNING
SOLUTIONS**Concept B – Nice to Have Spaces Program Items**

This concept diagram shows a potential layout for the 1925 Field Court building that meets the program requirements identified in the Nice to Have program items.

The lower level is utilized for parking departmental vehicles, a speed trailer, bike patrol storage, and various storage needs of the department. Also included in this concept is a Firing Range with Prop Storage, Weapons Maintenance area, Armory, and Armorer workspace. The configuration of the parking layout is modified to accommodate the Range spaces, but much of it remains as it currently exists. The quantity of parking still exceeds the number required.

The first floor is utilized for much of the day-to-day operations of the department including a Multi-Purpose Training Room to accommodate 60 people, and Records/Reception located off the Lobby. A new staff entry is proposed at north with Patrol, Investigations, Evidence Processing, Evidence and Property Storage, Holding Facility, and Lunchroom occupying the remainder along with Administration and the Social Worker. Most work areas and wellness spaces are located to the north to take advantage of the views to the water. Additions for the Sally Port and Evidence Processing Bay are proposed.

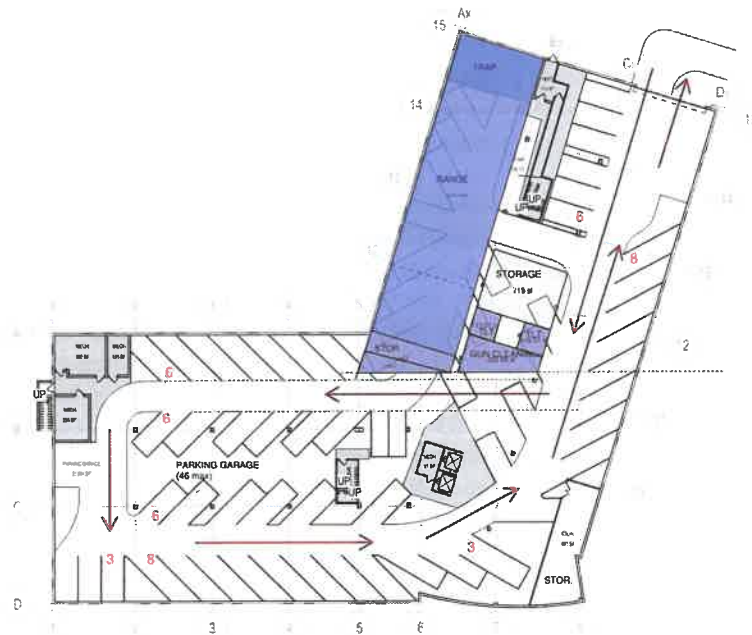
The north portion of the second floor is utilized for Fitness/Wellness with views to the water, Locker Rooms and Defensive Tactics training. The remainder of the second floor would be available for Tenant space.

The entire third floor would be available for Tenant space.

Following this page is Concept Diagram B – Nice to Have Items

LAKE FOREST PD SPACE NEEDS ANALYSIS

1925 WEST FIELD CT. LAKE FOREST, IL



CONCEPT B - Nice To Have FLOOR PLAN BASEMENT

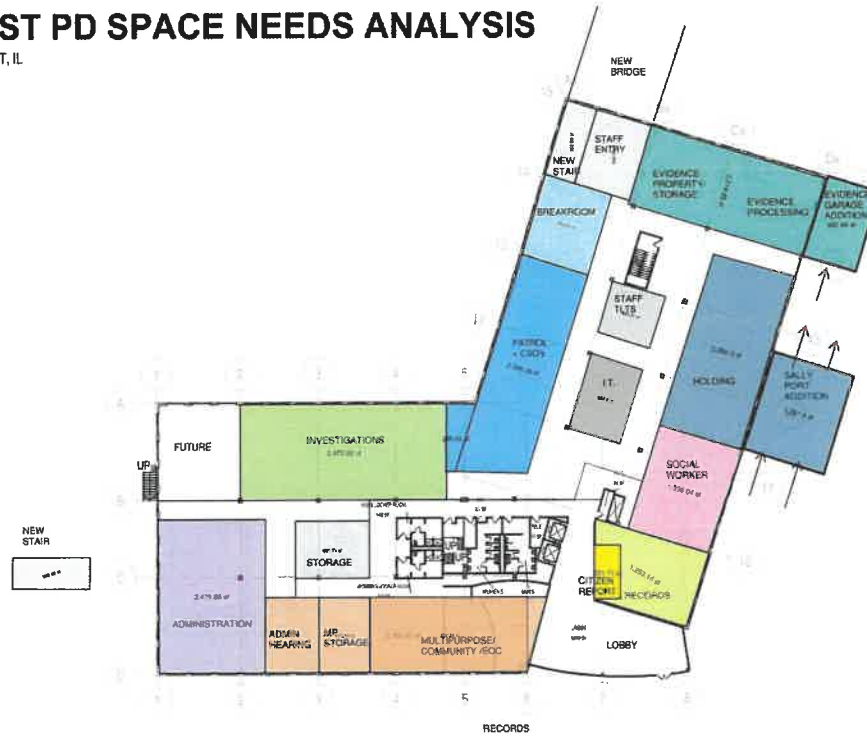
SCALE 1/32" = 1'-0"

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LAKE FOREST PD SPACE NEEDS ANALYSIS

1925 WEST FIELD CT. LAKE FOREST, IL



CONCEPT B - Nice To Have FLOOR PLAN 1ST FLOOR

SCALE 1/32" = 1'-0"

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1925 WEST FIELD CT. LAKE FOREST, IL



SCALE 1/32" = 1'-0"

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1925 WEST FIELD CT. LAKE FOREST, IL



SCALE 1/32" = 1'-0"

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**SECTION 4
CONCEPTUAL PLANNING
SOLUTIONS****1925 Field Court Site Concept**

A site concept was developed to show proposed modification required to meet the needs of the various proposed building concepts.

The existing site contains ample parking to accommodate the needs of all the proposed program scenarios. Visitor parking at the south is ample and allows for a proposed extended civic entry plaza with flagpoles.

Additions are proposed on the east side for a drive-through Sally Port and an Evidence Processing Bay as the first floor of the existing building was not designed to support vehicles.

Security fencing and gates are proposed to secure the north portion of the west parking lot and to secure the north lot. The grade drops around the north wing of the building to access the lower-level parking garage. A new bridge is proposed to provide a dedicated staff entry into the first floor at the west end of the north wing.

For the Firing Range, mechanical equipment is proposed to be located on the exterior, to the west of the Range. Additional space would also be required to the west of the building to accommodate a new larger generator to serve the needs of the department.

Following this page is the Conceptual Site Diagram C.

LAKE FOREST PD SPACE NEEDS ANALYSIS

1925 WEST FIELD CT. LAKE FOREST, IL



SITE PLAN

SCALE 1/64" = 1'-0"

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SECTION 5
CONCEPTUAL BUDGETS
5.1 Police Station Budgets

Project Budgets
As part of this assessment, FGMA is to provide conceptual budgets for both of the police station scenarios. For the attached summaries, the Total Project Budget includes the cost of construction, furniture and furnishings, fees, and soft costs.

Costs are based on a quality municipal renovation of the 1925 W. Field Court building and include applicable repair and replacement budget items identified in the Facility Condition Assessment Report prepared by the Concord Group dated June 5, 2024 (see itemized breakdown at the end of this section).

Costs are based on a Q3 2025 (fall) construction start. Budgets will need to be escalated for inflation as required annually after that time frame. Cost ranges have been provided as no actual design work has been performed.

Budgeting Methodology
FGMA has an extensive database of cost information for police stations and used cost per square foot estimates as the budgeting methodology for the conceptual budgets. To verify budgets, FGMA also consulted with local area Construction Managers experienced in the construction of police stations. Because no actual design work has been performed, a budget range is provided for construction costs as well as a Total Project Budget. A summary of costs follows.

For inflation assumptions, FGMA regularly reviews construction economic data through many different sources and projects inflation costs. The costs are assumptions based on current economic data and are also reviewed with Construction Managers and cost estimators.

Conceptual Budget Options for a Police Station at 1925 W. Field Court

Police Station with Need to Have Spaces
The concept budget includes construction costs, escalation costs, construction contingency, owner purchased items (furniture and equipment), and soft costs (fees, surveys, testing, etc.).

A summary of the costs is as follows.

Item	Low	High
Construction Budget	\$21,662,620	\$22,625,000
Owner Purchased Items (FF&E, etc.)	\$935,000	\$1,060,000
Fees and Soft Costs	\$1,886,000	\$2,011,000
Total Project Budget	\$24,483,620	\$25,696,000

SECTION 5
CONCEPTUAL BUDGETS
5.1 Police Station Budgets

Police Station with Nice to Have Spaces

The concept budget includes construction costs, escalation costs, construction contingency, owner purchased items (furniture and equipment), and soft costs (fees, surveys, testing, etc.).

A summary of the costs is as follows.

Item	Low	High
Construction Budget	\$24,424,120	\$25,485,000
Owner Purchased Items (FF&E, etc.)	\$1,000,000	\$1,125,000
Fees and Soft Costs	\$2,087,000	\$2,219,000
Total Project Budget	\$27,511,120	\$28,829,000

For both the Need to Have and Nice to Have scenarios, one item that will need to be verified is if the building has enough power capacity for the firing range. If the building is converted to natural gas heat, there likely is enough capacity. Electrical load calculations will be required to verify power availability.

For additional information, see the Conceptual Budgets at the end of this section.

SECTION 5 CONCEPTUAL BUDGETS

5.2 New Police Station Comparison Budget

Conceptual Budget for New Police Station

For comparison purposes, a conceptual budget was also prepared for the cost of a new construction version of Police Station with Need to Have Spaces. This comparison illustrates that the purchase of the 1925 W. Field Court building is a good value proposition for replacement of the police station. Even with this said, the building does have some drawbacks that the City should be aware of:

1. It is not designed structurally as a critical facility as required by current building codes. Critical facilities are designed to withstand more significant storms and seismic events than a typical building.
2. Without a significant addition, it would be very costly to provide a code required storm shelter within the building to accommodate the occupant load of the building. This was not included within the renovation budgets.
3. The building has all electric heating and cooling. While this is considered a sustainable feature, the costs to operate this building will be higher than one using natural gas heating and electric cooling.

For additional information, see the Conceptual Budget for a New Police Station following this section.

The concept budget assumes that a new police station will be constructed on a new parcel of land which will allow the Police Department to continue operating within the existing building until the new station has been completed. After the Department has moved, the budget includes the costs to demolish the old station and restore the site with landscaping.

A summary of costs is as follows.

Construct a New Police Station with Need to Have Spaces

Item	Low	High
Construction Budget	\$38,015,300	\$39,186,200
Owner Purchased Items (FF&E, etc.)	\$935,000	\$1,060,000
Fees and Soft Costs	\$2,680,000	\$2,799,000
Total Project Budget	\$41,630,300	\$43,045,200

Note: The cost of obtaining land is not included in the budget.

For additional information, see the Conceptual Budget for a New Police Station following this section.

City of Lake Forest Police Department

Conceptual Budget for Police Station with Need to Have Items

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June 24, 2024

FGM Project No. 24-4063.01

Item	Quantity	Unit	Cost per Unit		Construction Cost		Notes
			Low	High	Low	High	
A. Construction Costs							
1.0 Basement (Parking Garage)							
2.0 Light Renovation	31,290	S.F.	\$ 8	\$ 10	\$ 250,320	\$ 312,900	
Firing Range Construction	3,400	S.F.	\$ 540	\$ 560	\$ 1,836,000	\$ 1,904,000	Includes range equipment and ventilation costs
Floor Slab Removal and Replacement	3,500	S.F.	\$ 45	\$ 50	\$ 157,500	\$ 175,000	Required to level floor
3.0 First Floor Renovation							
4.0 Light Renovation (lobby)	1,400	S.F.	\$ 25	\$ 35	\$ 35,000	\$ 49,000	
5.0 Renovation Work	33,290	S.F.	\$ 320	\$ 330	\$ 10,652,800	\$ 10,985,700	Includes holding areas and locker rooms
6.0 Staff Entry	1	L.S.	allow	allow	\$ 100,000	\$ 150,000	
7.0 Sally Port and Evidence Garage Addition	1,960	S.F.	\$ 500	\$ 520	\$ 980,000	\$ 1,019,200	
8.0 Second Floor Renovation							
9.0 Light Renovation (lobby)	920	S.F.	\$ 25	\$ 35	\$ 23,000	\$ 32,200	
10.0 Renovation Work	4,000	S.F.	\$ 290	\$ 300	\$ 1,160,000	\$ 1,200,000	
11.0 Electronic Security	1	L.S.	allow	allow	\$ 750,000	\$ 800,000	Access control and CCTV
12.0 Audio Visual Systems	1	L.S.	allow	allow	\$ 200,000	\$ 220,000	
13.0 Building Repairs	1	L.S.	allow	allow	\$ 580,000	\$ 600,000	From Concord Report
14.0 HVAC Replacement Work	1	L.S.	allow	allow	\$ 1,050,000	\$ 1,100,000	Replace (2) Roof-Top Units only - Concord Report
15.0 Emergency Generator	1	L.S.	allow	allow	\$ 440,000	\$ 460,000	Full backup power for the Police Station
16.0 Sitework	1	L.S.	allow	allow	\$ 80,000	\$ 100,000	Misc. Repairs
17.0 CONSTRUCTION SUB-TOTAL					\$ 18,294,620	\$ 19,108,000	Current (2024) Construction Costs
B. Escalation (assumed 4% for 2025, 3.5% for 2026)					\$ 1,398,000	\$ 1,460,000	Assumes construction start in Q3 2025
C. TOTAL CONSTRUCTION COSTS					\$ 19,692,620	\$ 20,568,000	Projected construction costs
D. DESIGN & CONSTRUCTION CONTINGENCY (10%)					\$ 1,970,000	\$ 2,057,000	Design and construction contingency
E. TOTAL CONSTRUCTION BUDGET					\$ 21,662,620	\$ 22,625,000	Recommended construction budget
F. Allowances for Items to be Purchased by the Owner							
1.0 Land Acquisition					\$ -	\$ -	Not included
2.0 Furniture and Furnishings					\$ 650,000	\$ 700,000	
3.0 Fitness Equipment					\$ 150,000	\$ 200,000	
4.0 Computer Systems					\$ -	\$ -	By Owner

City of Lake Forest Police Department

Conceptual Budget for Police Station with Need to Have Items

FGMARCHITECTS

June 24, 2024

FGM Project No. 24-4063.01

Item	Quantity	Unit	Cost per Unit		Construction Cost		Notes
			Low	High	Low	High	
5.0 Telephone System					\$ -	\$ -	By Owner
6.0 Wireless Network System					\$ 45,000	\$ 55,000	
7.0 Wireless Telephone and Radio Boosters/Amplifiers					\$ 90,000	\$ 105,000	
8.0 Maintenance/Janitorial Equipment					\$ -	\$ -	By Owner
9.0 Total Allowances for Items to be Purchased by the Owner					\$ 935,000	\$ 1,060,000	
G. Allowances for Owner Soft Costs							
1.0 Architectural and Engineering Fees (8.0%)					\$ 1,576,000	\$ 1,646,000	See note J.6.0 below
2.0 Furniture Design and Procurement Consulting					\$ 65,000	\$ 70,000	Design and procurement
3.0 CM Pre-Construction Fee					\$ 65,000	\$ 75,000	
4.0 Surveys					\$ 15,000	\$ 18,000	
5.0 Geotechnical Testing					\$ 15,000	\$ 20,000	
6.0 Material Testing During Construction					\$ 15,000	\$ 20,000	
7.0 Building Commissioning					\$ 55,000	\$ 65,000	Code required building commissioning
8.0 Printing Costs					\$ 5,000	\$ 7,000	
9.0 Utility Company Charges (Electric, Telephone)					\$ 25,000	\$ 30,000	
10.0 Building Permit Fees					\$ 50,000	\$ 60,000	Assumed some fees will be waived
11.0 Total Allowances for Owner Soft Costs					\$ 1,886,000	\$ 2,011,000	
H. TOTAL PROJECT BUDGET					\$ 24,483,620	\$ 25,696,000	
J. Notes:							
1.0 Land acquisition costs are not included in this budget.							
2.0 Project assumes a renovation and additions to an existing building at 1925 W. Field Court, Lake Forest, IL.							
3.0 Project Budgets are based on historical cost information and current construction inflation estimates.							
4.0 Project Budgets do not include any hazardous material abatement or environmental remediation work.							
5.0 Project Budgets are based on Q3/Q4 2025 construction start date. Costs must be increased for additional escalation afterwards.							
6.0 Architecture and engineering fees includes civil, structural, MEPFP engineering, and audio visual consulting							
7.0 Project Budgets do not include legal fees or financing costs.							
8.0 Construction Costs are based utilizing a Construction Management project delivery method.							
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City of Lake Forest Police Department

Conceptual Budget for Police Station with Nice to Have Items

FGMAARCHITECTS

June 24, 2024

FGM Project No. 24-4063.01

Item	Quantity	Unit	Cost per Unit		Construction Cost		Notes
			Low	High	Low	High	
A. Construction Costs							
1.0 Basement (Parking Garage)							
2.0 Light Renovation	30,290	S.F.	\$ 8	\$ 10	\$ 242,320	\$ 302,900	
3.0 Firing Range Construction	4,400	S.F.	\$ 540	\$ 560	\$ 2,376,000	\$ 2,464,000	Includes range equipment and ventilation costs
4.0 Floor Slab Removal and Replacement	4,400	S.F.	\$ 45	\$ 50	\$ 198,000	\$ 220,000	Required to level floor
5.0 First Floor Renovation							
6.0 Light Renovation (lobby)	1,400	S.F.	\$ 25	\$ 35	\$ 35,000	\$ 49,000	
7.0 Renovation Work	33,290	S.F.	\$ 320	\$ 330	\$ 10,652,800	\$ 10,985,700	
8.0 Staff Entry	1	L.S.	allow	allow	\$ 100,000	\$ 150,000	
9.0 Sally Port and Evidence Garage Addition	1,960	S.F.	\$ 500	\$ 520	\$ 980,000	\$ 1,019,200	
10.0 Second Floor Renovation							
11.0 Light Renovation (lobby)	920	S.F.	\$ 25	\$ 35	\$ 23,000	\$ 32,200	
12.0 Renovation Work	10,000	S.F.	\$ 290	\$ 300	\$ 2,900,000	\$ 3,000,000	
13.0 Electronic Security	1	L.S.	allow	allow	\$ 750,000	\$ 800,000	Access control and CCTV
14.0 Audio Visual Systems	1	L.S.	allow	allow	\$ 220,000	\$ 240,000	
15.0 Building Repairs	1	L.S.	allow	allow	\$ 580,000	\$ 600,000	
16.0 HVAC Replacement Work	1	L.S.	allow	allow	\$ 1,050,000	\$ 1,100,000	Replace (2) Roof-Top Units only
17.0 Emergency Generator	1	L.S.	allow	allow	\$ 440,000	\$ 460,000	Full backup power for the Police Station
18.0 Sitework	1	L.S.	allow	allow	\$ 80,000	\$ 100,000	Misc. Repairs
19.0 CONSTRUCTION SUB-TOTAL					\$ 20,627,120	\$ 21,523,000	Current (2024) Construction Costs
B. Escalation (assumed 4% for 2025, 3.5% for 2026)					\$ 1,576,000	\$ 1,645,000	Assumes construction start in Q3 2025
C. TOTAL CONSTRUCTION COSTS					\$ 22,203,120	\$ 23,168,000	Projected construction costs
D. DESIGN & CONSTRUCTION CONTINGENCY (10%)					\$ 2,221,000	\$ 2,317,000	Design and construction contingency
E. TOTAL CONSTRUCTION BUDGET					\$ 24,424,120	\$ 25,485,000	Recommended construction budget
F. Allowances for Items to be Purchased by the Owner							
1.0 Land Acquisition					\$ -	\$ -	Not included
2.0 Furniture and Furnishings					\$ 700,000	\$ 750,000	
3.0 Fitness Equipment					\$ 165,000	\$ 215,000	
4.0 Computer Systems					\$ -	\$ -	By Owner

City of Lake Forest Police Department

Conceptual Budget for Police Station with Nice to Have Items

FGMAARCHITECTS

June 24, 2024

FGM Project No. 24-4063.01

Item	Quantity	Unit	Cost per Unit		Construction Cost		Notes
			Low	High	Low	High	
5.0 Telephone System					\$ -	\$ -	By Owner
6.0 Wireless Network System					\$ 45,000	\$ 55,000	
7.0 Wireless Telephone and Radio Boosters/Amplifiers					\$ 90,000	\$ 105,000	
8.0 Maintenance/Janitorial Equipment					\$ -	\$ -	By Owner
9.0 Total Allowances for Items to be Purchased by the Owner					\$ 1,000,000	\$ 1,125,000	
G. Allowances for Owner Soft Costs							
1.0 Architectural and Engineering Fees (7.0%)					\$ 1,777,000	\$ 1,854,000	See note J.6.0 below
2.0 Furniture Design and Procurement Consulting					\$ 65,000	\$ 70,000	Design and procurement
3.0 CM Pre-Construction Fee					\$ 65,000	\$ 75,000	
4.0 Surveys					\$ 15,000	\$ 18,000	
5.0 Geotechnical Testing					\$ 15,000	\$ 20,000	
6.0 Material Testing During Construction					\$ 15,000	\$ 20,000	
7.0 Building Commissioning					\$ 55,000	\$ 65,000	Code required building commissioning
8.0 Printing Costs					\$ 5,000	\$ 7,000	
9.0 Utility Company Charges (Electric, Telephone)					\$ 25,000	\$ 30,000	
10.0 Building Permit Fees					\$ 50,000	\$ 60,000	Assumed some fees will be waived
11.0 Total Allowances for Owner Soft Costs					\$ 2,087,000	\$ 2,219,000	
H. TOTAL PROJECT BUDGET					\$ 27,511,120	\$ 28,829,000	
J. Notes:							
1.0 Land acquisition costs are not included in this budget.							
2.0 Project assumes a renovation and additions to an existing building at 1925 W. Field Court, Lake Forest, IL.							
3.0 Project Budgets are based on historical cost information and current construction inflation estimates.							
4.0 Project Budgets do not include any hazardous material abatement or environmental remediation work.							
5.0 Project Budgets are based on Q3/Q4 2025 construction start date. Costs must be increased for additional escalation afterwards.							
6.0 Architecture and engineering fees includes civil, structural, MEPFP engineering, and audio visual consulting							
7.0 Project Budgets do not include legal fees or financing costs.							
8.0 Construction Costs are based utilizing a Construction Management project delivery method.							

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City of Lake Forest Police Department

Conceptual Budget for New Police Station with Need to Have Items

FGMAARCHITECTS

June 24, 2024

FGM Project No. 24-4063.01

	Item	Quantity	Unit	Cost per Unit		Construction Cost		Notes
				Low	High	Low	High	
A.	Construction Costs							Costs include sitework
1.0	Police Department Spaces	49,394	s.f.	\$ 650	\$ 670	\$ 32,106,300	\$ 33,094,200	
2.0	CONSTRUCTION SUB-TOTAL					\$ 32,106,300	\$ 33,094,200	Assumes construction start in Q1/Q2 of 2025
B.	Escalation (assumed 4% for 2025, 3.5% for 2026)					\$ 2,453,000	\$ 2,529,000	Assumes midpoint of construction in Q4 2025
C.	TOTAL CONSTRUCTION COSTS					\$ 34,559,300	\$ 35,623,200	Projected construction costs
D.	DESIGN & CONSTRUCTION CONTINGENCY (10%)					\$ 3,456,000	\$ 3,563,000	Design and construction contingency
E.	TOTAL CONSTRUCTION BUDGET					\$ 38,015,300	\$ 39,186,200	Recommended construction budget
F.	Allowances for Items to be Purchased by the Owner							
1.0	Land Acquisition					\$ -	\$ -	Unknown, not included
2.0	Furniture and Furnishings					\$ 650,000	\$ 700,000	
3.0	Fitness Equipment					\$ 150,000	\$ 200,000	
4.0	Computer Systems					\$ -	\$ -	By Owner
5.0	Telephone System					\$ -	\$ -	By Owner
6.0	Wireless Network System					\$ 45,000	\$ 55,000	
7.0	Wireless Telephone and Radio Boosters/Amplifiers					\$ 90,000	\$ 105,000	
8.0	Maintenance/Janitorial Equipment					\$ -	\$ -	By Owner
9.0	Total Allowances for Items to be Purchased by the Owner					\$ 935,000	\$ 1,060,000	
G.	Allowances for Owner Soft Costs							
1.0	Architectural and Engineering Fees (7.0%)					\$ 2,420,000	\$ 2,494,000	See note J.6.0 below
2.0	Furniture Design and Procurement Consulting					\$ 65,000	\$ 70,000	Design and procurement
3.0	CM Pre-Construction Fee					\$ 65,000	\$ 75,000	
4.0	Surveys					\$ 15,000	\$ 18,000	
5.0	Geotechnical Testing					\$ 15,000	\$ 20,000	
6.0	Material Testing During Construction					\$ 15,000	\$ 20,000	
7.0	Printing Costs					\$ 55,000	\$ 65,000	
8.0	Utility Company Charges (Electric, Gas, Telephone)					\$ 5,000	\$ 7,000	
9.0	Building Permit Fees					\$ 25,000	\$ 30,000	Assumed some fees will be waived
10.0	Total Allowances for Owner Soft Costs					\$ 2,680,000	\$ 2,799,000	

City of Lake Forest Police Department

Conceptual Budget for New Police Station with Need to Have Items

FGMARCHITECTS

June 24, 2024

FGM Project No. 24-4063.01

Item	Quantity	Unit	Cost per Unit		Construction Cost		Notes
			Low	High	Low	High	
H. TOTAL PROJECT BUDGET					\$ 41,630,300	\$ 43,045,200	
I. Notes:							
1.0	Land acquisition costs are not included in this budget.						
2.0	Project Budget assumes that a land parcel will be acquired that is ready for construction using conventional construction.						
3.0	Project Budgets are based on historical cost information and current construction inflation estimates.						
4.0	Project Budgets do not include any hazardous material abatement or environmental remediation work.						
5.0	Project Budgets are based on Q3/Q4 2025 construction start date. Costs must be increased for additional escalation afterwards.						
6.0	Architecture and engineering fees includes civil, structural, MEPFP engineering, landscape architecture, audio visual, security consulting, and commissioning.						
7.0	Project Budgets do not include legal fees or financing costs.						
8.0	Construction Costs are based utilizing a Construction Management project delivery method.						
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SECTION 5
CONCEPTUAL BUDGETS5.3 Facility Condition Assessment
Report Items Included

Facility Condition Assessment Items Included in the Budgets

The items below were identified in the City of Lake Forest – 1925 E. Field Court Facility Condition Assessment report dated June 5, 2024. The items selected to be included in the Police Station Budgets were identified as immediate needs or were major items that would need to be replaced in the near term. Many items were excluded as they would be addressed in a renovation project.

It should be noted that there are still many maintenance and longer term items that will need to be addressed in future capital maintenance budgets.

OBJECTID	System Element	Asset Type	Recommended Maintenance/Repair	Priority	Unit Replacement Cost	Estimate Replacement Cost	Maintenance/Repair Cost	Repairs	Replacements
357	B30 Superstructure	Slab on Grade- Concrete	Check for cracks before re-doing floor finishes. See point 369 for recommendations on crack repair for concrete slab on grade.	Immediate (1-2 years)	\$ 20.00	\$ 1,012,800.00	\$ 250,850.00	\$ 152,000.00	
377	B30 Exterior Enclosure	Exterior Wall- Facade Panels	Seal cracks in facade. Recommend further investigation by X-ray testing and/or field testing like vibration/shaking to verify the integrity of the pins holding up the exterior facade panels.	Immediate (1-2 years)	\$ 60.00	\$ 2,571,100.00	\$ 315,150.00	\$ 316,150.00	
365	D30 Plumbing	Sewage Ejector Pump	Replace the check valves that have run build up and pumps.	Immediate (1-2 years)	\$ 40,000.00	\$ 63,250.00	\$ 7,900.00	\$ 7,900.00	
294	D30 HVAC	CO2 System	Replace the actuators on the louvers.	Immediate (1-2 years)	\$ 5,500.00	\$ 8,700.00	\$ 4,750.00		\$ 6,200.00
282	D30 HVAC	Exhaust Fan	Replace the 1100 RPM motor.	Immediate (1-2 years)	\$ 3,000.00	\$ 4,750.00	\$ 1,600.00		\$ 4,750.00
200	D30 HVAC	Exhaust Fan	Clean unit and apply oil to the fan motor.	Immediate (1-2 years)	\$ 3,000.00	\$ 4,750.00	\$ 1,600.00	\$ 1,600.00	
25	D30 HVAC	Exhaust Fan	Replace the fan motor with new.	Immediate (1-2 years)	\$ 5,000.00	\$ 7,900.00	\$ 2,950.00	\$ 2,950.00	
21	D30 HVAC	Exhaust Fan	Replace the fan motor with new.	Immediate (1-2 years)	\$ 2,500.00	\$ 3,950.00	\$ 1,600.00	\$ 1,600.00	
22	D30 HVAC	Exhaust Fan	Replace the fan motor with new.	Immediate (1-2 years)	\$ 3,000.00	\$ 5,200.00	\$ 2,050.00	\$ 2,050.00	
180	D40 Fire Protection	Expansion Tank		Immediate (1-2 years)	\$ 300.00	\$ 450.00			\$ 450.00
170	D40 Fire Protection	Fire Suppression System	Replace some of the valves that are failing.	Immediate (1-2 years)	\$ 14,000.00	\$ 28,450.00	\$ 3,000.00		\$ 28,450.00
376	B20 Exterior Enclosure	Exterior Window - Curtain Wall, Glass and Aluminum	Recommend resealing the windows and replacing the double glazing to maintain efficiency. Assumed 10% of windows to have glazing failure.	Short Term (2-5 years)	\$ 15.00	\$ 1,135,500.00	\$ 90,655.00	\$ 90,655.00	
39	B20 Exterior Enclosure	Ceiling- Steel Metal	Repair the seams and reveal areas that are damaged. Roughly 5% of the whole ceiling system.	Significant (within the year)	\$ 70.00	\$ 95,750.00	\$ 6,650.00	\$ 6,650.00	
24	D30 HVAC	Roofing Unit	Replace the AHP fan and (5) compressors.	Significant (within the year)	\$ 490,000.00	\$ 739,000.00	\$ 11,850.00		\$ 490,000.00
25	D30 HVAC	Roofing Unit	Replace the AHP fan and the 6 compressors.	Significant (within the year)	\$ 490,000.00	\$ 739,000.00	\$ 11,850.00		\$ 490,000.00
200	D30 HVAC	Exhaust Fan	Replace the fan motor and belt.	Significant (within the year)	\$ 3,000.00	\$ 4,750.00	\$ 2,550.00		\$ 4,750.00
199	D30 HVAC	Exhaust Fan	Replace the fan motor and belt with new.	Significant (within the year)	\$ 3,000.00	\$ 4,750.00	\$ 2,550.00		\$ 4,750.00
171	D40 Fire Protection	Fire Pump		Significant (within the year)	\$ 35,000.00	\$ 55,350.00	\$ 3,000.00		\$ 55,350.00
392	G10 Site Preparation	Railings- Metal	Repairs and apply rust prevention on mechanical hardware.		\$ 150.00	\$ 14,000.00	\$ 210.00	\$ 210.00	
399	G20 Site Improvements	Railings- Metal	Repaint and apply rust prevention on mechanical hardware.		\$ 150.00	\$ 39,150.00	\$ 575.00	\$ 575.00	
								\$ 580,140.00	\$ 1,097,200.00

This study is to be utilized as a starting point and is intended to provide the City with the necessary information to make an informed decision on which direction should be taken to address the facility needs of the Police Department.