

**THE CITY OF LAKE FOREST  
CITY COUNCIL AGENDA**  
Monday, September 16, 2024  
220 E. Deerpath  
Lake Forest, IL 60045

**CALL TO ORDER AND ROLL CALL**

**6:30 p.m.**

Honorable Mayor, Stanford R. Tack

Nancy Novit, Alderman First Ward

Ara Goshgarian, Alderman Third Ward

Peter Clemens, Alderman First Ward

Alice LeVert, Alderman Third Ward

Edward U. Notz, Jr., Alderman Second Ward

Eileen Looby Weber, Alderman Fourth Ward

John Powers, Alderman Second Ward

Richard Walther, Alderman Fourth Ward

**PLEDGE OF ALLEGIANCE**

**REPORTS OF CITY OFFICERS**

**1. COMMENTS BY MAYOR**

**2. COMMENTS BY CITY MANAGER**

1. Overview of City Membership in the Intergovernmental Personnel Benefit Cooperative (Item on Omnibus)

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

**4. COMMITTEE REPORTS**

**PARKS & RECREATION BOARD**

1. **Approval of a Recommendation from the Parks & Recreation Board for the Northcroft Park Master Plan**

PRESENTED BY: *Chuck Myers, Superintendent of Parks & Forestry, 810-3565*

**PURPOSE AND ACTION REQUESTED:** City staff and the Parks & Recreation Board are seeking approval of the Northcroft Park Master Plan.

**BACKGROUND/DISCUSSION:** Northcroft Park is one of six neighborhood parks in the City of Lake Forest and is located in the far southern portion of the City. The park is approximately 30 acres and contains a variety of recreation facilities including tennis courts, an asphalt walking path loop, turf fields for soccer and lacrosse, a playground, a picnic pavilion with restrooms and maintenance shop. The park is bordered by single-family residential to the north, west,

and partially to the south. There is a regional bike trail and railroad along the east edge of the park and the Grove Cultural Campus is located just south of the park.

Northcroft Park currently provides a variety of active recreation amenities but lacks some basic features and has several features that are outdated or in poor condition. The section of the park north of the shelter is in significantly worse condition than the rest of the site. The area had a baseball diamond and an ice rink that have been removed but the area was not regraded. This area also includes open fields for soccer that do not have sufficient drainage, which makes it difficult to maintain the fields at the quality desired by users. The northern half of the park is surrounded by a perimeter walking path, but this paving does not extend to any of the amenities. The south side of the park is in better condition and includes tennis courts, seating areas, a playground, and open space for soccer fields. Paths in the south part of the park connect to the built amenities and connect to a primitive trail to the Grove Cultural Campus. Currently, the park is disjointed, divided by the enclosed shelter and elevation changes located in the center of the site.

The 2019 10-Year Strategic Master Plan, "Chart our Future", recommended that the Parks and Recreation Department complete a master plan to reassess the park use and available amenities. It was also recommended that the master plan address park circulation to improve access to existing and new amenities, and to provide a better connection to the Grove Cultural Campus. In the spring of 2023, City staff began working with the Hitchcock Design Group to develop a master plan for Northcroft Park. The master plan was needed to develop a comprehensive vision for the park that will serve as a framework for future park use and improvements.

The importance of Northcroft Park to the neighborhood is very apparent; therefore, City staff created a working group comprised of staff members and two Parks & Recreation Board members to work with the Hitchcock Design team. City staff also made it a priority to give residents and park users an opportunity to be a part of the plan development and provide input regarding the elements that they would like included in the plan. Over 100 people attended a community engagement session called "Planning and Pizza" in the park on May 24, 2023. Through conversations, comment cards, and children's activity sheets, we heard great feedback from residents of all ages. In addition to the engagement session, 440 responses were collected via an online survey from May 25 to June 15, 2023. City staff and Hitchcock Design also interviewed other stakeholder for their input, including various City staff members and members of the Parks and Recreation Board.

Hitchcock Design Group compiled all the input gathered and prepared preliminary design alternatives that included vehicular and pedestrian circulation features, new site improvements, adaptive reuse of existing features, landscape improvements, grading and drainage. City staff reviewed the designs and offered further input. The City then hosted another community engagement session called "S'mores and More!" on Tuesday, October 17 at Northcroft Park to gather resident feedback on the preliminary design concepts. The community engagement session was followed by another on-line survey from October 20 to November 3, 2023, which resulted in 176 responses. The community engagement session and survey provided helpful feedback that was used to develop a final schematic design. City staff worked with Hitchcock Design to complete the design phase of the master plan that is now being presented for approval. On **page 17** of your packet, we have provided a copy of the master plan for your review.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Park & Recreation Board	03/19/24	Recommend Approval
Smor'es and More in the Park Event	10/17/23	Received feedback on design options
Planning and Pizza in the Park Event	05/24/23	Neighborhood visioning session
Parks & Recreation Staff	04/2023 - 12/2023	Staff worked with Hitchcock Design Group in master plan development

**BUDGET/FISCAL IMPACT:** Staff is not seeking financial funding for the master plan implementation at this time. The master plan serves as a roadmap for the park's future management and enhancement, helping to prioritize projects in the capital improvement plan and ensuring that park improvements are both cost-effective and aligned with long-term objectives.

**COUNCIL ACTION:** Approval of a Recommendation from the Parks & Recreation Board for the Northcroft Park Master Plan.

**5. ITEMS FOR OMNIBUS VOTE CONSIDERATION**

**1. Approval of the September 3, 2024, City Council Meeting Minutes**

A copy of the minutes can be found beginning on **page 18**.

COUNCIL ACTION: Approval of the September 3, 2024, City Council Meeting Minutes

**2. Consideration of a Request to Waive the Fidelity Bond Requirement in Connection with Holding a Raffle in the City of Lake Forest for Northwestern Medicine Lake Forest Hospital (Approval by Motion)**

*STAFF CONTACT: Margaret Boyer, City Clerk (847.810.3674)*

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

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

At this time Northwestern Medicine Lake Forest Hospital is requesting a waiver of the bond requirement and has submitted a request. A copy of the request can be found beginning on **page 25**

**BUDGET/FISCAL IMPACT:** N/A

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

**3. Consideration of an Ordinance Authorizing City Membership in the Intergovernmental Personnel Benefit Cooperative (IPBC) effective January 1, 2025**

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

**PURPOSE AND ACTION REQUESTED:** The PCA Committee and staff is seeking City Council consideration of an Ordinance to authorize membership in the Intergovernmental Personnel Benefit Cooperative (IPBC) for the City of Lake Forest, with an effective date of January 1, 2025.

**BACKGROUND/DISCUSSION:** The City currently provides medical and dental insurance benefits for City and Library employees through a self-insured plan. With annual plan costs of \$6.5 million budgeted for FY25, City Manager Wicha tasked an administrative team to conduct a comprehensive review of the City's current plan and explore options for consideration. The administrative team included Assistant City Manager George Issakoo, Finance Director Elizabeth Holleb and Human Resources Director Amber Campbell.

The review process began in August 2023 with an in-depth analysis of the City's current self-insurance model, focusing on potential risk mitigation strategies. The administrative team also explored two potential pools serving neighboring municipalities. Similar to the City's membership in the Intergovernmental Risk Management Agency for liability, property and workers compensation, the two pools explored provide enhanced benefits for its members while allowing for risk mitigation and cost sharing, resulting in more predictability in annual plan costs. One pool had a smaller membership base and did not allow for flexibility in plan design, with all pool members offering identical benefits to its employees.

On a parallel track, the City's Employee Benefits Committee held a series of meeting to review alternatives and provide critical feedback. The Benefits Committee is made up of representatives from each City operating department and the library. One key component of the Benefits Committee discussions included results of a comprehensive employee benefits survey conducted over the summer. The results of the survey indicated the following concerns:

- Confusion re. plan benefits
- Frustration with the plan administrator in processing claims
- Desire for changes in plan design options

Through this rigorous process, City staff identified the Intergovernmental Personnel Benefit Cooperative (IPBC) as the best option for both the City and its employees. As an established

cooperative currently serving 162 Illinois local governments, IPBC offers a business model that enhances employee experience, mitigates the risks associated with the City's self-insured program, and retains flexibility in plan design. Membership in IPBC provides greater cost stability, competitive rates, and collective risk-sharing, as well as enhanced customer service through dedicated claims support and IPBC administration support.

The City's current self-funded medical and dental plan, along with insured life insurance, transplant coverage, and stop-loss reinsurance, and carries fluctuating costs. By joining IPBC, the City aims to achieve more predictable healthcare costs, improved administrative efficiency, and access to extensive provider networks. Membership requires acceptance of IPBC's contract and by-laws, which must be authorized by the City's Corporate Authorities. Additional action will be required by the City Council this fall to review and approve the financials related to the IPBC membership in place of the City's annual health insurance renewals.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Personnel, Compensation and Administration (PCA) Committee	09/12/2024	Reviewed and recommended for City Council approval

**BUDGET/FISCAL IMPACT:** A fiscal analysis was completed that compared potential 2025 plan costs with the City's self-insured plan and the two pools considered. Both pools projected similar cost savings compared to the self-insured plan. However, with the opportunity to retain plan design flexibility, IPBC was deemed to be the ideal choice.

Should the City Council approve membership in the IPBC, the administrative team and the benefits committee will work to finalize plan design options for final cost analysis and development of employee premiums. The final recommendations for 2025 will be brought to the City Council in October for consideration.

**COUNCIL ACTION:** If deemed appropriate by the City Council, waive first reading and grant final approval of the Ordinance (**page 26**) authorizing the City of Lake Forest to join the Intergovernmental Personnel Benefit Cooperative (IPBC) effective January 1, 2025.

**4. Approval of a Recommendation from the Public Works Committee of an Award of Bid for a Three-Year Fire Alarm Testing & Inspection Services Contract to TEC Electric in the Amount of \$50,269**

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

**PURPOSE AND ACTION REQUESTED:** The Public Works Committee and City staff requests City Council award of bid for a three-year Fire Alarm Testing & Inspection services contract to TEC Electric in the amount of \$50,269.

**BACKGROUND/DISCUSSION:** The City's annual Fire Alarm Testing & Inspection Services Program keeps over 1,500 fire alarm system devices in 35 City facilities operating efficiently by ensuring reliability and identifying any needed repairs. The devices serviced consist of fire alarm panels and all attached detectors, input devices, and audio/visual units. All program testing and

inspections of devices are completed in accordance with the National Fire Protection Association (“NFPA”) Standard on National Fire Alarm and Signaling Code. In addition, all testing and inspection work is completed by a State of Illinois licensed Alarm Contractor Agency with personnel that have technical resources and expertise to maintain complex and large alarm systems.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	9/3/24	Reviewed and Recommended Approval

**BUDGET/FISCAL IMPACT:** On August 8, 2024, City staff initiated a public bidding process for Fire Alarm Testing & Inspection Program services. On August 22, 2024, the public bid process closed and in total, three bids were received, as outlined below.

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

Company Name	3-Year Contract Total
<b>TEC Electric</b>	<b>\$50,269</b>
Homestead Electrical Contracting	\$54,896
Fox Valley Fire & Safety	\$69,795

TEC Electric has considerable experience working with fire alarm systems. Tec Electric previously held this three-year agreement for fire alarm services for the City. All services provided were completed both effectively and efficiently.

The contract terms are for three years, which will include the option of two additional, one-year terms, subject to contractor acceptable performance reviewed at the end of each year. In addition, if the contractor seeks a proposed price increase, a written request must be submitted to include documentation, justifying the need for the increase.

Below is an estimated summary of Project budget:

FY2025 - 2027 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Operating Budget Multiple Accounts	\$50,269	\$50,269	Y

If awarded, Tec Electric would begin program services this October.

**COUNCIL ACTION:** Approval of a Recommendation from the Public Works Committee of an Award of Bid for a Three-Year Fire Alarm Testing & Inspection Services Contract to TEC Electric in the Amount of \$50,269

- Approval of the Fourth Amendment to the Kemper Sports Management Agreement and as a result, approval of a stand-alone agreement for the Forest Park Beach Concessions Management**

STAFF CONTACT: *Michael Wick, Director – Parks and Recreation (847-810-3942)*

**PURPOSE AND ACTION REQUESTED:** Staff requests the approval of the Fourth Amendment to the Kemper Sports Management Agreement.

**BACKGROUND/DISCUSSION:**

The Kemper Sports Management Agreement, initially signed in January, 2015, provides for the management of Deerpath Golf Course operations and maintenance. The contract called for a management period of five years with the opportunity to renew for an additional five years after the third anniversary of the commencement date, January 1, 2015. Staff is seeking to extend the contract for the additional five years with an ending date of December 31, 2029.

After the ongoing success that Kemper Sports Management has brought to Deerpath Golf Course and beach concessions, continuing the partnership is in the best interest of the city at this time. Upon review of the management agreement, Kemper and City Staff have agreed to the following changes reflected in the Fourth Amendment document that begins on **page 29** of the packet.

The fourth amendment updates section 2.2 "Term" to reflect the new termination date and provides the opportunity for either Kemper Sports Management or The City of Lake Forest to terminate with 90 days' notice after the twelfth anniversary (January 1, 2027) of the commencement date.

As a result of this amendment a new stand alone agreement has been created for the Forest Park Beach Concessions Management found on **page 32**. This agreement is a one year renewable agreement eligible for three consecutive years. No changes have been made to the financial structure of the agreement.

Additional changes include:

- Section 2 - Updated property terminology to best reflect the stand alone management of Deerpath Golf Course.
- Section 3.6 – Deleted and rewritten to include only language relative to golf course management.
- Section 5.14 – Deleted and moved to a stand alone beach concession management agreement.
- Section 5.1.5 – Deleted and moved to a stand alone beach concession management agreement.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
City Council	4/15/24	Approval of the third amendment, a 2-year agreement for concession services at Deerpath Park.
City Council	11/5/18	Approval of 2 <sup>nd</sup> amendment to Kemper Agreement extending agreement to 12/31/24.

City Council	10/20/14	Approval of agreement with Kemper Sports for the management of Deerpath Golf Course effective 1/1/15.
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**BUDGET/FISCAL IMPACT:**

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

Specific exception or waiver requested:

Administrative Directive 3-5, Section 6.1I – Existing Relationship

Costs associated with Kemper management of the golf course are charged to the Golf Course Fund.

FY2025 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Golf Course Fund 510-6325-435.35-10	\$124,297	\$124,297	Y

COUNCIL ACTION: Approval of the Fourth Amendment to the Kemper Sports Management Agreement and as a result, approval of a stand-alone agreement for the Forest Park Beach Concessions Management

**6. Consideration of Ordinances Approving Recommendations from the Building Review Board for 370 S. Ridge Road, 890 W. Deerpath, 1965 Windridge Drive, and 24 Washington Circle. (First Reading and if Desired by the City Council, Final Approval)**

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

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

**BACKGROUND**

370 S. Ridge Road – The Board recommended approval of demolition of a single family residence and approval of a replacement residence and associated hardscape and landscape. One neighbor raised concerns about the style of the proposed residence and the driveway configuration. The Board determined that the concerns were appropriately addressed with the refinements made to the design and exterior materials of the home and the planned landscaping. (Board vote - 4 to 0)

890 W. Deerpath – The Board recommended approval of partial demolition of the existing home, a second floor addition, and various alterations. A neighbor spoke and requested additional landscaping to screen views of and light from the second floor addition to the existing one-story home. The Board included a condition for enhanced landscaping to mitigate potential light and visual impacts. (Board vote - 4 to 0)

1965 Windridge Drive – The Board recommended approval of a building scale variance to allow an open pergola to be constructed in the rear yard. The Board noted that enhanced landscaping is planned on the site. (Board vote - 4 to 0)



24 Washington Circle - The Board recommended approval of a new single family residence on a vacant lot. Two neighbors spoke and requested that drainage be carefully considered and asked that the scrub vegetation on the property be maintained or removed. The Board confirmed that prior to the issuance of permits, a drainage and grading plan will be required and will be subject to review and approval by the City Engineer. The developer confirmed the intent to remove the overgrown, low quality vegetation and landscape the property once the house is constructed.

Ordinances approving the petitions as recommended by the Building Review Board with key exhibits attached are included in the Council packet beginning on **page 43**. The Ordinances, complete with all exhibits, are available for review in the Community Development Department.

COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading and grant final approval of the Ordinances approving the petitions for 370 S. Ridge Road, 890 W. Deerpath, 1965 Windridge Drive, and 24 Washington Circle in accordance with the Building Review Board's recommendations.

**7. Consideration of Ordinances Approving Recommendations from the Zoning Board of Appeals for 130 Niles Avenue and 390 N. Green Bay Road. (First Reading, and if Desired by the City Council, Final Approval)**

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

**PURPOSE AND ACTION REQUESTED:** The following recommendations from the Zoning Board of Appeals are presented to the City Council for consideration as part of the Omnibus Agenda along with the associated Ordinances.

**BACKGROUND**

130 Niles Avenue – The Zoning Board of Appeals recommended approval of an Ordinance granting a variance to allow an expanded driveway within the corner side yard setback. Several letters in support of the petition were submitted by neighbors. (Board vote: 5-0, approved)

390 N. Green Bay Road – The Zoning Board of Appeals recommended approval of an Ordinance granting a variance from the corner side yard setback to allow an addition of one garage bay and reconfiguration of the driveway. The design aspects of the project were reviewed and approved by the Historic Preservation Commission. No public testimony was presented on this petition. (Board vote: 5-0, approved)

Ordinances approving the variances as recommended by the Zoning Board of Appeals, with key exhibits attached, are included in the Council packet beginning on **page 80**. The Ordinances, complete with all exhibits, are available for review in the Community Development Department.

COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading and grant final approval of Ordinances approving variances from zoning setbacks for 130 Niles Avenue and 390 N. Green Bay Road in accordance with the Zoning Board of Appeals' recommendations.

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

**6. OLD BUSINESS**

**7. NEW BUSINESS**

- 1. Consideration of a Recommendation from Staff to Authorize the City Manager to Enter into a Professional Services Contract with Cordogan Clark and Associates in the Amount of \$1,506,660, with a 3.5% Contingency for a Total of \$1,556,660 for Design, Construction Drawings, and Cost Estimating Services to Support the Adaptive Reuse of the 1925 Field Court Office Building for the City's Future Police Station.**

PRESENTED BY : *Jim Lockfeer, Assistant Director of Public Works and Kevin Zelk, Deputy Chief - Police*

**PURPOSE AND ACTION REQUESTED:** City Council action is requested as a next step in planning for the City's new Police Station at 1925 Field Court. After a comprehensive review of the proposals submitted for design, plan preparation, and cost estimating services, staff recommends engaging Cordogan Clark and Associates.

**DISCUSSION**

Following the City Council's decision in July 2024 to proceed with the purchase of the 1925 Field Court property, the City issued a Request for Proposals ("RFP") for professional services to adapt the building for a new Police Station to serve the City long into the future. The RFP detailed the City's interest in proposals from firms able to provide a variety of high quality services including: preparation of schematic design concepts using the recently completed Space Needs Assessment as a starting point, the ability to engage appropriate City staff as well as a Citizen's Advisory Committee appointed by the City Manager with Council representation in design development, preparation of construction plans and documents, comprehensive cost estimating services, and preparation of bid documents.

**BUDGET/FISCAL IMPACT:** In response to the RFP issued in July, 31 firms initially expressed interest by downloading the request package. Proposals were due from qualified firms on August 15, 2024, and proposals were received from eight firms. A staff team comprised of representatives from various City departments reviewed and evaluated the proposals. The proposals were evaluated based on experience, qualifications and expertise of the project team, past experience with police stations and specifically adapting office buildings for police stations, review of the functionality and durability of past projects, cost for services, timeline, and project approach and understanding.

The staff team identified three firms for interviews: Kluber Architects and Engineers, FGM Architects, and Cordogan Clark. Bid amounts submitted by all eight of the firms are provided below. As part of the City's earlier cost estimating exercise, the cost of this phase of the work was estimated at \$1.6 to \$1.85 million. The bid recommended by staff is slightly below the estimated range.

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

Company Name	Proposal Amount
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Kluber Architects + Engineers	\$1,115,000
Nurture	\$1,180,000
FGM Architects	\$1,374,000
<b>Cordogan Clark</b>	<b>\$1,506,660</b>
Larson & Darby Group	\$1,581,305
Senga Architects	\$1,600,000 - \$1,800,000
Williams Architects	\$1,652,644 - \$1,945,957
Studio GC	7.25% of Project Construction

Upon completion of the interviews of the three firms and follow up reference checks with peers in other communities, the staff team unanimously recommends engaging Cordogan Clark to provide the expertise needed to move this project forward. The basis for the recommendation is detailed below.

- Cordogan Clark is a full service architectural, planning, engineering, and construction firm with extensive experience with large municipal projects including police stations. Recent successful projects completed by the firm include: a new Police & Public Safety Headquarters for the City of Auroa, new police stations for the cities of Peru and Elburn, and of particular note, Cordogan Clark led the design and plan development process for the City of Yorkville’s adaptive reuse of an office building for a new police station. This project, the process and outcome, was highlighted and reviewed in depth during the interview process.
- Cordogan Clark’s project team brings expertise in various planning, engineering, and building related disciplines. Each team member was well spoken and engaging in the interviews demonstrating a depth of knowledge, creativity, and the ability to look to the long term in designing spaces. Each team member has played key roles in successfully completing projects similar to the City’s new Police Station. The team members were clearly passionate about their work.
- Cordogan Clark demonstrated a good understanding of the City’s project, the challenges and opportunities. The group detailed an inclusive and comprehensive project approach with a particular focus on budget targets throughout the design development process, a no surprise approach.
- Cordogan Clark will partner with McClaren, Wilson & Lawrie, Inc., (“MWL”), a firm recognized nationally for expertise in public safety and forensic science. The expertise offered by this firm is included in the Cordogan Clark bid amount. These two firms have a long history of successful collaboration. MWL has provided consulting services for over 450 large public safety facility projects in 46 states.
- References for both firms were excellent. Contacts highlighted the inclusive approach to developing design concepts, designing toward a target budget, the accuracy of cost estimating, and timely delivery.
- Cordogan Clark’s cost proposal falls in the mid-range of the other bids received and was determined to be closely related to the expertise, experience, and overall value this group will bring to the project.

- Cordogan Clark offers project management services. Those services are not included in the current proposal. As plans for building out the space evolve, and the focus turns to construction, staff will return to the City Council for further discussion of how best to oversee construction activity.

FY2025 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund 311-1503-479.79-26	\$0	\$1,556,660	N

This non-budgeted expense will be funded from Capital Fund reserves. If necessary, a FY25 supplemental appropriation will be submitted for City Council approval at the close of the current fiscal year.

**BACKGROUND/REVIEW OF COUNCIL ACTION TO DATE**

The need for an updated and expanded Police Station has been known for many years. In November 2023, the Council recognized that there may be a unique and limited-time opportunity to address this need in a forward thinking and financially responsible manner.

As a first step, the Council directed staff to complete initial extensive due diligence.

- Options for sites for a new Police Station were inventoried and evaluated. Limited options were found due to the nearly built out nature of the City and the sensitivity to community character and potential off site impacts of a Police Station on surrounding development.
- Following the approach successfully taken by other communities, the focus turned to opportunities for adaptive reuse of existing buildings for primarily three reasons: 1) significant cost savings achieved by adaptively reusing an existing building as opposed to building new, and 2) the unprecedented availability of office buildings at below market prices due to the current office real estate market.
- The building at 1925 Field Court in Conway Park was identified as having strong potential for a future Police Station. Although the building exceeds the square footage needed for a Police Station, it provides flexibility and opportunities for the future.

In April 2024, the City Council voted unanimously to enter into a Purchase and Sale Agreement to acquire 1925 Field Court for \$3,500,000 subject to a 90-day due diligence period. During the 90-day due diligence period the City engaged qualified consultants who completed the following work.

- An assessment of the entire building, all components, systems, and the overall site, was conducted by The Concord Group. Estimates were prepared forecasting repair and replacement costs over a ten year period for the building and property based on existing conditions.
- An in depth space needs analysis for the Police Department was conducted by FGM Architects identifying “need to have” and “nice to have” spaces. The directive was to envision a Police Station that will serve the community for the next 50 years. A range of cost estimates was prepared for build out of the space.
- A Phase 1 Environmental Assessment of the property was completed by Midwest Environmental Services, Inc.

- City staff prepared a high level estimate of annual operating costs for the building and property.
- Preliminary analysis of funding options was completed by the City's Finance Department based on the early estimates of the potential cost of improvements needed to accommodate a new police facility.

On July 15, 2024, the City Council voted unanimously to proceed with the acquisition of 1925 Field Court. In preparation for the closing the following work was completed by City staff in collaboration with the City Attorney. The City is scheduled to close on the property on September 17, 2024.

- Due diligence was completed on the Title for the property and existing contracts for services to the property were reviewed and as appropriate, termination dates were established.
- The Conway Park Restrictive Covenants were amended to allow a Police Station use in the office park subject to the City's acquisition of the property.
- An updated legal survey of the property was completed by Bleck Engineering.

Background material beginning on **page 94** and additional information is available on the City's web site

[New Police Station Project](#)

**COUNCIL ACTION: Authorize the City Manager to Enter into a Professional Services Contract with Cordogan Clark and Associates in the Amount of \$1,506,660, with a 3.5% Contingency for a Total of \$1,556,660 for Design, Construction Drawings, and Cost Estimating Services to Support the Adaptive Reuse of the 1925 Field Court Office Building for the City's Future Police Station.**

2. **Consideration of Providing Direction to City Staff to Draft a Zoning Code Amendment for Consideration by the Plan Commission Relating to the Telecommunications Wireless Overlay District. (by Motion)**

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

**PURPOSE AND ACTION REQUESTED:** In order to facilitate ongoing discussions with telecommunication providers and tower building companies about improved wireless service in the 4<sup>th</sup> Ward, the City Council is asked to consider providing direction to City staff and the Plan Commission to initiate consideration of a Zoning Code amendment. Importantly, this would *start* the discussion, no amendment has been drafted at this time pending Council direction to do so.

**BACKGROUND/DISCUSSION:** The City's Zoning Code currently identifies permitted locations for telecommunications towers and antennas of various types through the Wireless Facilities Overlay District which is part of the City's Zoning Code. Currently, the Code does not identify a permitted location for telecommunications towers or antennas in or near the Waukegan Road/Settler's Square Business District in the 4<sup>th</sup> Ward. The closest permitted areas are along Route 41 and at the City's Compost Center. The City frequently hears from business owners

and residents in the Settler's Square area and beyond about the low quality and limited capacity of wireless service in the area.

In recent discussions, wireless service providers and representatives of tower building companies have expressed interest in enhancing facilities in this area to improve service with a particular focus on the possibility of erecting a tower in the City owned train station parking lot. While those discussions are continuing, the City has the opportunity to lay the groundwork for improved service by considering, and if determined to be appropriate after a public discussion, enacting a Code amendment. Having the amendment in place will provide certainty on location, tower/antenna type, height, and screening requirements. This advance work will position the City well for continued discussions with service providers.

If the Council so directs, the following will occur:

- Staff will prepare a preliminary draft of a Code amendment as a starting point for the Plan Commission's discussion.
- The draft will be scheduled for a public hearing and discussion at an upcoming Plan Commission meeting.
- After Plan Commission deliberations are completed, the Commission's recommendation will be forwarded to the City Council for final action: approval, denial, or remand back to the Commission for further work.
- If approved, the Code amendment will be incorporated into the Zoning Code and will facilitate discussions around improved wireless service in the 4<sup>th</sup> Ward.

In the meantime, staff will continue discussions with service providers and tower building companies.

**BUDGET/FISCAL IMPACT:** Initiation of the Code amendment does not have any budget implications beyond the cost of the public notice requirements. If in the future a tower or antennas are installed on City property, the City could receive revenue from a lease agreement.

**COUNCIL ACTION:** Consideration of Providing Direction to City Staff to Draft an Amendment to the City's Zoning Code for Consideration by the Plan Commission Relating to the Wireless Overlay District.

<b>8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS</b>
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<b>9. ADJOURNMENT</b>
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A copy of the Decision Making Parameters is included with this agenda following this page.

Office of the City Manager

September 11, 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.*







The City of Lake Forest  
CITY COUNCIL MEETING  
*Proceedings of the Tuesday, September 3, 2024 6:30 pm*  
City Council Meeting – City Council Chambers  
220 E Deerpath, Lake Forest, IL 60045

City Clerk Margaret asked for a motion to appoint Alderman Notz as Mayor Pro-Tem for the evening.

Alderman Weber made a motion to appoint Alderman Notz as Mayor Pro-Tem, seconded by Alderman Clemens. The motion was carried unanimously by voice vote.

**CALL TO ORDER AND ROLL CALL:** Honorable Mayor Pro-Tem Notz called the meeting to order at 6:33 p.m., and City Clerk Margaret Boyer called the roll of Council members.

Present: Honorable Mayor Pro-Tem Notz, Alderman Novit, Alderman Clemens, Alderman Powers, Alderman Weber, and Alderman Walther.

Absent: Honorable Mayor Tack, Alderman Goshgarian, and Alderman LeVert.

**CALL TO ORDER AND ROLL CALL**

**PLEDGE OF ALLEGIANCE** was recited by all.

**REPORTS OF CITY OFFICERS**

**COMMENTS BY MAYOR**

Mayor Pro-Tem Notz reminded the community that opportunities to have "Coffee in the Park with your Aldermen" are coming up in the next few weeks. Ward 1 and Ward 2 meetings are on September 14.

Mayor Pro-Tem Notz then stated that after a competitive nationwide search, we are excited for John Burke to join Lake Forest as the new Chief of Police. He brings over 26 years of law enforcement experience and most recently served as the Chief of Police at the Barrington Police Department. His emphasis on community engagement and community policing make him an excellent fit for our department and community and we look forward to welcoming him to Lake Forest.

Mayor Pro-Tem Notz read the item and asked for a motion.

**A. ELECTION BY THE CITY COUNCIL AND APPOINTMENT BY THE MAYOR AS REQUIRED BY CHARTER AND CITY CODE**

City Marshal, Collector and Police Chief John Burke

**COUNCIL ACTION: Approve the Mayor's Appointment**

Alderman Novit made a motion to approve the Mayor's appointment, seconded by Alderman Walther. The motion was carried unanimously by voice vote.

**B. Swear in Chief John Burke**

The City Clerk administered the oath of office. His wife and son pinned him, photos were taken. Chief Burke thanked everyone and said he was looking forward to serving the community.

Mayor Pro-Tem Notz informed the community of two opportunities to Chat with the Chief, on September 16 and 17 and that more information is on the website.

## COMMENTS BY CITY MANAGER

City Manager Wicha introduced the first of two community spotlights, noting the exceptional longstanding civic relationships with both. He then introduced the President and CEO of Open Lands, Ryan London to highlight fall programming and their annual signature event.

### A. Community Spotlights

- **Lake Forest Open Lands**  
**Ryan London, President and CEO**

Ryan London, President and CEO provided an update of all things Open Lands. Mr. London highlighted their core beliefs. Conservation. Community. Collaboration. And Competency. He went on to state that Open Lands earned the accreditation seal in 2009 and every five years since that is awarded to land trusts meeting the highest national standards for excellence and conservation permanence. He shared detailed information with the community about past and upcoming programming, noting both Bagpipes and Bonfire in September, and the Native Tree Sale in October. The City Council thanked Mr. London for his presentation.

- **ICMA Award**  
**Jason Wicha, City Manager**

City Manager Wicha reported that Lake Forest was the recipient of the Program Excellence Award for Community Partnership - Cultivating Community: The Private-Public Partnership between Lake Forest and Elawa Farm Foundation, from the ICMA, International City/County Management Association. He thanked staff for submitting the application. He thanked additional staff for developing a lease structure that worked for both parties.

City Manager Wicha then introduced Laura Calvert, Executive Director for the Elawa Farm Foundation.

- **Elawa Farm Foundation**  
**Laura Calvert, Executive Director**

Laura Calvert, Executive Director thanked the Council for the opportunity to present to the Community. Ms. Calvert reported on the new chapter at Elawa that included full use of the facility and grounds. Elawa is a year-round community destination and Elawa is a model for stewardship, sustainability and accessibility with the goal to feed, educate and inspire the community. She thanked the Garden Club for their donation of the Hive Garden. She thanked the City for its role in completing the parking lot, and shared an overview map of where things are now at Elawa. She then reviewed farm structures, farm programs, the Café and the production kitchen and invited everyone to the ribbon cutting in September that will feature a Michelin Star Chef. The City Council thanked Ms. Calvert for her leadership.

## OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL

None this evening.

## COMMITTEE REPORTS

### PUBLIC WORKS COMMITTEE

Mayor Pro-Tem Notz read the item and introduced Directors Thomas and Olson.

1. **Deerpath Streetscape Improvement Project**
  - **Michael Thomas, Public Works Director and Dana Olson, Director of Communications and Community Engagement**

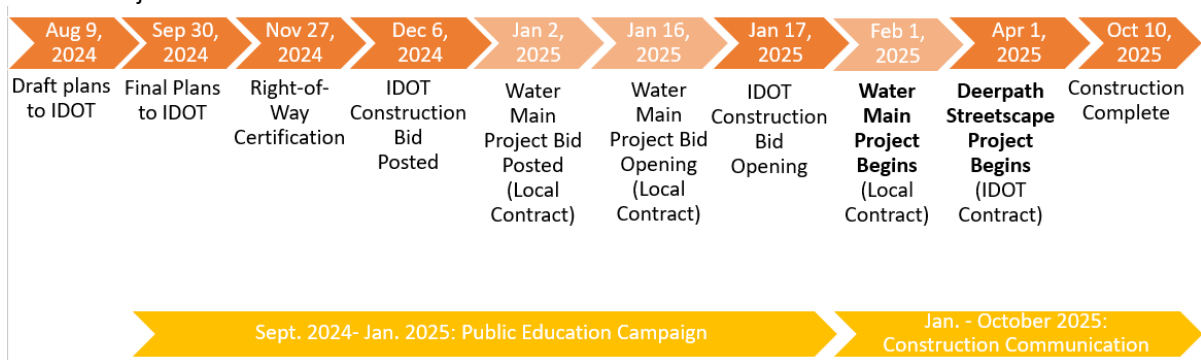
Michael Thomas, Public Works Director reviewed the outline of the presentation that included background, scope, schedule, budget, detour options and minimizing Impacts.

*Summary Project Background.*

- The project has a significant history. Not going to cover entire project background but instead focus on a few key points. A more detailed history is in the background information in the agenda.
- The City received a \$2,000,000 grant award from Illinois Department of Transportation for construction in April of 2023.
- To get a grant award for the project, the City, since 2019, has been following the IDOT required Phase I and Design approach. This is a lengthy process that includes needed reviews and various approvals from IDOT. IDOT has approved Phase I Design which is more of a conceptual design. Phase II, which we are in now, is the much more detailed/actual design process.
- The Phase I process was guided by a Deerpath Streetscape Advisory Group formed by the City Manager, very similar to the recent Deerpath Park advisory group that was made up from ten people representing various boards, commissions, as well as some property owners.
- The Deerpath Streetscape Advisory group met a number of times, led a community engagement /process, and completed a final recommendation report that includes actual conceptual design layouts and plans. Can find that at [cityoflakeforest.com/Deerpath streetscape](http://cityoflakeforest.com/Deerpath%20streetscape)
- It took two application attempts for this project to receive grant funding. After first unsuccessful attempt, The City debriefed with the grant program manager. While the City was close to receiving funding, it left points on the table by not yet initiating a Phase II Design. With that information we went back through the CIP budgeting process and City Council supported funding Phase II design. This is a key step in applying and being successful the next time.

*Summary Scope*

- The Advisory Committee was made up of representatives from City Council, Public Works Committee, Building Review Board, Civic Beautification Committee, Chamber of Commerce, Business/Property Owners, Historic Preservation Commission and the Lake Forest Preservation Foundation.
- The advisory committee action steps are increase plantings and plant trees, Renew infrastructure, Improve pedestrian safety, Incorporate Green Infrastructure & Other Practical Sustainability Concepts Maintain & Enhance the Pedestrian Experience, Retain Parallel Parking on Both Sides of the Street, Direct Bicycles to Alternate Routes, Highlight Building Architecture & Storefront Windows, Maintain Deerpath as a Primary Vehicle Thoroughfare to and through the Central Business District and Add Seasonal Color to the Streetscape.
- Input from the committee shaped the project, to include paver crosswalks increases crosswalk visibility and traffic calming measure, Improved pedestrian and vehicle sightlines, Masonry wall consistent with character across at City Hall, Trees and landscaping add interest along the street to help slow traffic and others.
- Project Schedule.



- Current Budget numbers

Fiscal Year	Fund	Budget Item	Cost
2026	Capital	Construction	\$1,335,000
	Water	Construction (Water Main)	\$950,000
	Grant – IDOT ITEP	Construction	\$2,065,000
	Capital	Construction Oversight Services	\$350,000
<b>TOTAL</b>			<b>\$4,700,000</b>

Net City expense, after ITEP grant, \$2,635,000

- **Budget from October 2023; staff to update October 11, 2024**
- Project bid opening January 17, 2025

Summary *Minimizing Impact*

- Previous similar projects were reviewed- Western Avenue Streetscape, Market Square 2000, Deerpath/Route 41 Pump Station and Burr Oak Storm Sewer Improvements
- The City will continuously look for ways to minimize the impact of this project.

Summary *Detour Options*

- In relation to the Water Main replacement February 1 through March 30, 2025
- requires **westbound lane closure on Deerpath**, east of Green Road, to Western Avenue, no street parking

Director Thomas reviewed two different options for detours and closures the first “Block by Block” would be done in stages. Stage 1 April 1- July 25, 2025 and Stage 2 July 28 through November 14, 2025. The second option is “Full” Streetscape closure detour that will run April 1 through October 10, 2025

Closure Type	Total Construction Duration	Cost	Traffic Flow	Parking in front of businesses
Full	6 months	No increase	No north-south traffic flow	No added parking
Block-By-Block	7.5 months	5% - 10% increase	Allows some north-south traffic flow	5-10 spaces

Dana Olson, Director of Communications reviewed the plan for communication and outreach

- **Pedestrian and Business Access:** Continuous access on both sides of Deerpath with ramps throughout the project.
- **Frequent Communication:** Regular updates to businesses and the community on project status and upcoming work.
- **On-Site Management:** A dedicated engineer on-site to oversee the contractor and ensure smooth project execution.
- **Project Updates:** Dedicated webpage with regular text/email notifications, social media, LF Now App, etc.
- **Signage & Maps:** Robust signage and maps to guide the community to businesses.

- **Parking Solutions:** Free parking available at multiple City lots; bus commuter lot converted to parking.

Micheal Thomas reviewed the key take aways.

- Advisory Committee helped developed Deerpath Streetscape plan to **increase pedestrian safety, renew infrastructure and increase plantings**
- **Road closures** are necessary to complete the project
- **Minimize impacts** as much as possible

Throughout and following the presentation the City Council and staff had lengthy discussion on both closure options to include, street closures, bank lane remaining one way, signage, resurfacing, cross walks, pedestrian access to stores, parking, ramps, bussing, material staging, business impacts, high level impacts to either option, staff recommendation of full closure, truck traffic challenges, employee parking, communications, pavers, maintenance and preservation of streetscape, street lighting, dust control, next steps, community outreach since 2016, resurfacing, signage, onsite management, tree species, Bank Lane remaining one way, acknowledgement that there are a lot of questions, that we don't have to answers to yet, what can be done for businesses impacted, traffic control, fencing, patron safety, and sightlines to summarize a few topics.

City Manager asked the City Council for their consensus on the closure options of block by block or full. The City Council consensus was full closure. He then reported to the Council that he has spoken with both Mayor Tack and Alderman Goshgarian they both are in favor of full closure. Next steps are business outreach and community education.

## OTHER

Mayor Pro-Tem Notz read the item and introduced Catherine Czerniak, Director of Community Development

### 1. **Bank Lane Streetscape Enhancement Plan - Planning and Process Update** - **Catherine Czerniak, Director of Community Development**

Catherine Czerniak, Director of Community Development noted that this Plan is two years behind the Deerpath Streetscape. She gave an overview of the Bank Lane Enhancement Plan; What and Why. The Process to Date; Ideas, Comments, Concerns. Concepts; Unifying & Recognizing Differences and next steps. Ms. Czerniak reported that a group was appointed to review the Central Business District and from that came the City's Central Business District Vision.

She then read the following " *Looking Forward, the vision is not to change the Central Business District into something different, something more akin to business districts in other communities, but instead, to enhance and preserve the historic character and architecturally significant buildings and **spaces**, and to maintain an environment in which businesses thrive and a place residents and visitors are drawn to again and again, for day to day needs, a special night out, to find that one of a kind gift, and to celebrate the community.*"

Ms. Czerniak reported that the vision was approved and directed the group to develop a plan. Looking at Bank Lane, it lends itself as a pedestrian corridor, and while implemented incrementally it is not feasible or necessary for properties to redevelop, rather recognize it as a unique pedestrian corridor. Each of the blocks of Bank Lane have been broken down into character zones. Ideas for unifying features include consistent lighting, intersection treatments, hardscape materials, landscaping, wider sidewalks, seat walls and gathering areas, undergrounding utilities, fewer curb cuts and public art. Simple, high quality, aligned with character. Additionally recognizing the uniqueness of each block, walkable, less walkable, service needs both public and private, on street parking, re-development potential, pedestrian connections east to west, street and sidewalk widths, planting areas, curbs and public property and public right of way.

Ms. Czerniak reported that the process to date included pop up events, numerous visioning sessions, and surveys with the Lakota Group have taken place, noting this feedback “Bank Lane has the opportunity to increase special moments of surprise” The visioning and feedback is ending, and Lakota is starting the final plan. The next steps include the HPC and the Plan Commission and then to City Council. The City Council had a discussion on Bank Lane remaining a one way and thanked Ms. Czerniak for her presentation.

<b>ITEMS FOR OMNIBUS VOTE CONSIDERATION</b>
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1. **Approval of the August 5, 2024, City Council Meeting Minutes**
2. **Approval of the Check Register for the Period of July 27 – August 23, 2024**
3. **Consideration to Amend the Approved 2024 Regular Meeting Schedule for the Lake Forest City Council.**
4. **Consideration of a Request to Waive the Fidelity Bond Requirement in Connection with Holding a Raffle in the City of Lake Forest for Northwestern Medicine Lake Forest Hospital (Approval by Motion)**
5. **Approval to Renew Agreement for Enterprise Resource Management System Software Maintenance**
6. **Authorize the Office of the City Manager to enter into a one-year extended term Power Supply Agreement with MC Squared Energy Services, LLC.**
7. **Approval of an additional Three-Year Professional Services Agreement with Invoice Cloud for credit card processing services and integration with the City’s ERP system.**
8. **Approval of a Recommendation from the Public Works Committee to Award a Contract to John Keno & Company for the Forest Park Beach Sand Restoration Project, in the Amount of \$258,120 plus 4% Contingency in the Amount of \$10,000, for a Total of \$268,120**
9. **Approval of a Public Works Committee Recommendation of an Award of Bid to Otto Baum Company, Inc. for the Gorton Community Center Chimney Tuckpointing Project in the Amount of \$67,800**

**COUNCIL ACTION: Approve the nine (9) omnibus items as presented**

Mayor Pro-Tem Notz asked the Council if there were any items to be removed or taken separately. Seeing none, he asked for a motion.

Alderman Powers made a motion to approve the nine (9) Omnibus items as presented, seconded by Alderman Walther. The following voted “Aye”: Alderman Novit, Clemens, Notz, Powers, Weber, and Walther. The following voted “Nay”: none. 6-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.*

<b>OLD BUSINESS</b>
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**NEW BUSINESS**

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

Mayor Pro-Tem Notz stated there would be no further business following the executive session, he then asked for a motion to adjourn into **EXECUTIVE SESSION pursuant to 5 ILCS 120/2 (c)(1), The City Council will be discussing specific Personnel.**

Alderman Weber made a motion to adjourn into executive session pursuant to 5 ILCS 120/2 (c)(1), The City Council will be discussing specific Personnel, seconded by Alderman Walther. The following voted "Aye": Alderman Novit, Clemens, Notz, Powers, Weber, and Walther. The following voted "Nay": none. 6-Ayes, 0-Nays, motion carried.

**Adjournment into Executive Session at 8:25 pm.**

**Reconvened into Regular Session at 8:42 pm.**

**ADJOURNMENT**

There being no further business Mayor Pro-Tem Notz asked for a motion to adjourn. Alderman Novit made a motion to adjourn, seconded by Alderman Powers. The motion was carried unanimously by voice vote at 8:43 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](http://www.cityoflakeforest.com). Click on I Want To, then click on View, then choose Archived Meetings Videos.*



September 3, 2024

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

Dear Mayor Tack,

Northwestern Medicine Lake Forest Hospital is asking for the City Council's consideration of a waiver for the requirements of the fidelity bond, with regards to our Nurses Basket Raffle license application. The Nurses Basket Raffle includes items with an estimated value of approximately \$3,000 and we anticipate the number of tickets sold to be at 2,500.

Please reach out to me if you have any questions,



Rosalyn Deigan  
Administrative Coordinator  
Dept. of Professional Practice and Development  
847.535.6916

**THE CITY OF LAKE FOREST**

**ORDINANCE NO. 2024 – \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE CONTRACT AND BY-LAWS DOCUMENT OF THE INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE AND AUTHORIZING MEMBERSHIP IN THE IPBC BY THE CITY OF LAKE FOREST**

Adopted by the City Council  
of the City of Lake Forest  
this 16th day of September 2024

Published in pamphlet form by direction  
and authority of The City of Lake Forest  
Lake County, Illinois  
this 16th day of September 2024

THE CITY OF LAKE FOREST

ORDINANCE NO. 2024 - \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE CONTRACT AND BY-LAWS DOCUMENT OF THE INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE AND AUTHORIZING MEMBERSHIP IN THE IPBC BY THE CITY OF LAKE FOREST**

**WHEREAS**, the City of Lake Forest ("**City**") is a home rule, special charter municipal corporation existing in accordance with the Illinois Constitution of 1970; and

**WHEREAS**, a number of Illinois local governments have entered into an intergovernmental agreement and created the Intergovernmental Personnel Benefit Cooperative ("IPBC"); and

**WHEREAS**, the IPBC has existed for several decades, and has provided benefit coverages for the officers and employees of many Illinois local governments; and

**WHEREAS**, this City wishes to become a Member of the IPBC; and

**WHEREAS**, the obligation of membership requires the acceptance by the Corporate Authorities of the City of the Contract and By-Laws document of the IPBC as an intergovernmental contractual obligation to which the City will become bound.

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

**SECTION 1:** The City of Lake Forest, as of the starting date at which admission to membership was or is granted by the IPBC Executive Board, shall become a Member of that intergovernmental cooperative.

**SECTION 2:** The terms and conditions of that membership shall be such terms and conditions as were imposed by the Executive Board of the IPBC in the acceptance motion, and the contractual obligations under the terms of the Contract and By-Laws of the IPBC as such document currently exists and as it may be amended in accordance with its terms. The City of Lake Forest assumes such terms and conditions.

**SECTION 3:** The Mayor of the City of Lake Forest, or such other officer, as shall be authorized, is directed to execute any documents necessary to indicate the membership of the City of Lake Forest in the IPBC.

**SECTION 4:** This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form, if required by law.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2024.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this \_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## **FOURTH AMENDMENT TO MANAGEMENT AGREEMENT**

This Fourth Amendment (“*Fourth Amendment*”) to the Management Agreement dated as of January 1, 2015, by and between The City of Lake Forest, Illinois, an Illinois home rule and special charter municipal corporation (“*Owner*”), and Kemper Sports Management, LLC, (f/k/a Kemper Sports Management, Inc.) a Delaware limited liability company (“*KSM*”), is made and entered into as of September \_\_, 2024, by and between Owner and KSM. Capitalized terms used herein but not defined shall have the meanings as set forth in the Agreement.

### **WITNESSETH:**

**WHEREAS**, the Owner owns the public golf course, clubhouse and related facilities located in Lake Forest, Illinois known as the “*Deerpath Golf Course*”; and

**WHEREAS**, the Owner also owns the public park, food and beverage concession and related facilities located in Lake Forest, Illinois known as the “*Forest Park Beach*”; and

**WHEREAS**, in January 2015, the Owner and KSM entered into an Agreement for KSM to provide certain management services for the Deerpath Golf Course (“*Original Agreement*”); and

**WHEREAS**, on April 9, 2018, the parties entered into the First Amendment to the Original Agreement (“*First Amendment*”), which expanded KSM’s scope of services to include certain management and operational services for the concession stand at the Forest Park Beach (the “*Beach Concession*”); and

**WHEREAS**, on November 5, 2018, the parties entered into the Second Amendment to the Original Agreement (“*Second Amendment*”), which extended the term of the Original Agreement to December 31, 2024, and made several other minor revisions to the Original Agreement; and

**WHEREAS**, on October 1, 2021, the parties entered into the Third Amendment to the Original Agreement (“*Third Amendment*”), which revised the insurance and indemnification requirements of the Original Agreement; and

**WHEREAS**, the Owner and KSM now desire to further amend the Original Agreement, as amended by the First Amendment, Second Amendment, and Third Amendment (collectively, the “*Agreement*”) by extending the term for an additional five (5) years, as more fully set forth herein; and

**WHEREAS**, the Owner and KSM also now desire to remove all provisions added to the Agreement regarding the Beach Concession at Forst Park Beach from the Agreement and make certain other modifications as further set forth herein.

**NOW, THEREFORE**, for and in consideration of the covenants, agreements and obligations of the respective parties set forth herein, Owner and KSM agree as follows:

**Section 1. Amendment to Article 2 – Appointment and Term.** Section 2.2 of Article 2 of the Agreement is hereby deleted and replaced in its entirety with the following:

“2.2 Term. Subject to Article 13 of this Agreement, the “Term” of this Agreement shall begin on January 1, 2015 (the “*Commencement Date*”) and shall terminate on December 31, 2029 (the “*Termination Date*”).

**Section 2. Amendment to Exhibit A of the Agreement – Definitions.** The definition of “Property” in Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the foregoing:

“Property. The term “*Property*” shall mean the Deerpath Golf Course, Clubhouse, and related facilities located in Lake Forest, Illinois and commonly known as the “*Deerpath Golf Course,*” including any improvements, structures, personal property, and real property located upon the same.”

**Section 3. Amendment to Article 3 – Concession Services.** Section 3.6 of Article 3 of the Agreement is hereby deleted and replaced in its entirety with the following:

“3.6. Food and Beverage Concessions. In addition to the activities set forth in Section 3.3, KSM shall also operate and manage a golf food and beverage concession in the Property’s clubhouse (the “*Clubhouse*”) that prepares and sells items that are usual and customary for such concession facilities, including alcoholic beverages. KSM agrees to handle only such articles as are appropriate for this type of business occupancy or use. Unless otherwise set forth in this Agreement, KSM shall be responsible for the day-to-day management, responsibility, operations, employees, collecting revenues, and paying expenses of the Clubhouse during the Term of this Agreement, the costs associated with which shall be Operating Expenses.

**Section 4. Amendment to Article 5 – Fees, Expenses, and Receipts.** Section 5.1.4 of Article 5 of the Agreement, titled “Beach Concession Management Fee”, is hereby deleted in its entirety from the Agreement.

**Section 5. Amendment to Article 5 – Fees, Expenses, and Receipts.** Section 5.1.5 of Article 5 of the Agreement, titled “Beach Concession Incentive Management Fee”, is hereby deleted in its entirety from the Agreement.

**Section 6. Full Force and Effect.** Except as otherwise specifically modified by this Fourth Amendment, all provisions of the Agreement shall remain in full force and effect.

[Signature page follows]

**IN WITNESS WHEREOF**, the parties have executed this Fourth Amendment as of the Fourth Amendment's Effective Date.

**KEMPER SPORTS MANAGEMENT, LLC.**

**CITY OF LAKE FOREST, ILLINOIS**

By: \_\_\_\_\_

Steven K. Skinner

Chief Executive Officer

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## FOREST PARK BEACH CONCESSIONS MANAGEMENT AGREEMENT

**THIS FOREST PARK BEACH CONCESSIONS MANAGEMENT AGREEMENT** (“*Agreement*”) is made and entered into this 16th day of September, 2024 by and between the City of Lake Forest, an Illinois special charter municipality and home rule unit of local government (“*City*”), and Kemper Sports Management, LLC, a Delaware limited liability corporation (“*Vendor*”), with its mailing address at 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062. City and Vendor may be referred to individually as “*Party*” and jointly as the “*Parties*.”

### RECITALS

- A. The City owns the food and beverage concession stand facility located at Forest Park Beach, 701 N Lake Road, Lake Forest, Illinois (the “*Facility*”).
- B. The City desires to allow Vendor to manage the food and beverage concessions (“*Concessions Services*”) at the Facility, and Vendor desires to so manage the Concessions Services.

**NOW, THEREFORE**, in consideration of the promises, terms and obligations stated herein, the City and Vendor agree as follows:

- 1. **Recitals**: The foregoing recitals are incorporated herein as substantive provisions of this Agreement.
- 2. **Term of Agreement**: This Agreement shall commence on September \_\_, 2024 and shall terminate on December 31, 2025, unless otherwise provided for by this Agreement. The Agreement may be renewed for three successive one-year (1) extensions, the first such extension commencing on January 1, 2026, and terminating on December 31, 2026, upon the Parties’ mutual agreement for extension and upon the same terms and conditions or such modified terms and conditions as the Parties may establish.
- 3. **Facilities**: Vendor is hereby granted a license for non-exclusive access to the following: the Facility for the term of this Agreement, as identified in Exhibit A to this Agreement (the “*Facility*”).
- 4. **Management Fee and Incentive**. Vendor has responded to the City’s Request for Proposals, which is hereby incorporated herein and made a part hereof, and Vendor has been selected on the basis of its submittal. On that basis, together with the terms of this Agreement, the City and Vendor have agreed that the City shall pay Vendor \$5,689.58 per fiscal year (the “*Base Management Fee*”) in consideration of the Concessions services provided by Vendor. The Base Management Fee shall be invoiced as a lump sum on June 1 of each calendar year during the term of this Agreement.

The Management Fee shall be increased each year by the lesser of (i) an amount equal to the Consumer Price Index for Urban Consumers for the Chicago – Naperville – Elgin IN-IL-WI MSA (1982-84 = 100), as published by the United States Department of Labor, Bureau of



Labor Statistic, or (ii) three percent (3%). In addition, and provided that Vendor is not in material breach of the terms of this Agreement (subject to applicable cure periods), the City will also pay an additional fee (the “*Incentive Management Fee*”) to Vendor in the amount of 30% of all Gross Revenue generated by the Concessions that exceeds the Operating Expenses during that fiscal year.

For purposes of this Agreement, “*Gross Revenue*” shall mean all monthly receipts derived from the operation of the Concessions Services during the Term, including, but not limited to the amount of all sales of food, beverages, and other goods sold at the Facility. Gross Revenues shall be reduced by any refunds, rebates, discounts, or credits of a similar nature given, paid, or returned by the Vendor or City in the course of obtaining such Gross Revenues.

5. **Revenue; Employees.** Apart from the Base Management Fee and Incentive Management Fee, as described in Section 4, the City shall be entitled to retain the Gross Revenues generated from the Concessions Services that are collected, received, and deposited by Vendor exclusively through a bank account that has been established in the City’s name (the “*Operating Account*”). Individuals designed by Vendor, and approved in writing by the City, shall be signatories on the account in addition to authorized signatories designated by the City. All expenses associated with operating the Concessions services (“*Operating Expenses*”) shall be handled and expended exclusively through the Operating Account, apart from payroll expenses, which shall be handled by Vendor through the use of a separate payroll account (“*Payroll Account*”). The Payroll account will be funded via transfers from the Operating Account by Vendor in performance of the services provided for under this Agreement. City acknowledges that City is solely responsible for all Operating Expenses (including reimbursement to Vendor for payroll expenses incurred in connection with employees providing the Concession Services) and capital expenditures required for or on behalf of the Facility, provided that such Operating Expenses and capital expenditures are made in accordance with the terms of this Agreement. Vendor shall not be obligated to advance any of its own funds to or for the account of City nor to incur any liability in connection with the Operating Expenses or other Facility expenses unless City shall have furnished Vendor with funds necessary for the full discharge thereof.

Vendor shall hire, promote, discharge, and supervise all employees performing services in and about the Facility. All of the employees of the Facility shall be employees of Vendor and as set forth above the employees’ compensation shall be an Operating Expense of the Facility. The parties acknowledge and agree that certain Vendor employees may provide services at both the Deerpath Golf Course and/or the Deerpath Community Park as well as at the Facility and, in such case, payroll expenses associated with such employees shall be allocated across the Deerpath Golf Course, Deerpath Community Park and the Facility on a pro rata basis.

Legal fees and expenses, damages and other costs incurred by Vendor in connection with the investigation, defense, settlement and appeal of any employment-related lawsuits, charges, or claims involving personnel of the Facility up to a maximum of \$15,000 per Fiscal Year for all such lawsuits, charges or claims shall be considered Operating Expenses; however, the City may approve such additional legal fees, expenses,

damages, and other costs as Operating Expenses upon written request by Vendor. Such legal fees, damages, expenses, and other costs shall not be included in the Budget

6. **Hours of Operation:** While this Agreement is in effect, Vendor agrees to be open for business as mutually agreed upon by the parties. The opening and closing dates of the Facility each season during the Term of this Agreement shall be determined by the Lake Forest Director of Parks and Recreation.
7. **Goods Sold and Pricing:** Vendor agrees that the City shall approve in advance all items to be sold from the Facility and the retail price to be charged for all such items. The City's approval shall not be unreasonably withheld. Vendor shall sell all foods, drinks, beverages, confections, and refreshments that are of first quality and conforming in all respects with federal, State, Lake County, and City laws, ordinances, and regulations. Vendor is responsible for purchasing and providing, the necessary and sufficient food, beverage, and other items sold and served by the Vendor as part of the Concessions Services. The cost of items to be sold and served as part of the Concessions services shall be considered Operating Expenses.
8. **Termination:**
  - (A) **Termination, Generally:** This Agreement may be terminated by either Party at any time on thirty (30) days' notice to the other party for cause. For purposes of this Agreement, "cause" is defined as each and every violation or breach by either party of any material term, condition or provision of this Agreement. Upon receipt of such notice, the party receiving the notice shall have thirty (30) days from receipt of the notice to cure such violation or breach.
  - (B) **Termination in Connection with Other Vendor Contracts.** The City and Vendor are parties to a certain Management Agreement, effective January 1, 2015, concerning the golf course, clubhouse, and related facilities known as the "Deerpath Golf Course" (the "Golf Agreement"). Either party may terminate this Agreement upon thirty (30) days written notice in the event of any termination or expiration of the Golf Agreement.
  - (C) **Vendor's Obligations Upon Termination:** Upon expiration or termination of this Agreement, Vendor shall quit and peacefully surrender the Facility to the City, and the City, upon or at such expiration or termination, may, without further notice, enter on and reenter the Facility and possess and repossess itself thereof by force, summary proceedings, ejection, or otherwise and may dispossess Vendor and remove Vendor and all other persons and property from the Facility and may have, hold and enjoy the Facility and the right to receive all income of and from them.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OR NON-PERFORMANCE HEREUNDER (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS AND LOSS OF GOODWILL) EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

9. **Indemnification:**

Vendor shall defend, indemnify and hold City and City's elected officials, officers, directors, employees, agents, and representatives ("City Related Parties") harmless of and from all liability, loss, damage, cost, or expense (including, without limitation, reasonable attorneys' fees and expenses) caused in whole or in part by the negligent acts or omissions of Vendor (or its officers, directors, agents, employees, representatives, contractors and others for whom Vendor is responsible), any breach by Vendor of any of Vendor's covenants, representations, and warranties contained in this Agreement, or any other damages related to Vendor's occupancy of, presence on, management or use of the Facility or any structures thereon, including any labor or employment condition or situation related to employees hired by Vendor (except to the extent legal fees and expenses, damages and other costs in connection with such labor or employment condition or situation are defined as Operating Expenses in Section 6) to the fullest extent permitted by law, except to the extent such acts or omissions were explicitly directed or approved by the City, or such liabilities were caused by City's willful or criminal misconduct, negligence or fraud. Vendor's duty to defend, indemnify, and hold harmless City and the City Related Parties shall survive the expiration of the Term.

City shall defend, indemnify and hold Vendor and each of its shareholders, members, officers, directors, managers, employees, agents, and representatives (the "Vendor Related Parties") harmless of and from all liability, loss, damage, cost, or expense (including without limitation, reasonable attorneys' fees and expenses) arising from or relating to (i) the ownership or construction of the Forest Beach Park Concessions; (ii) hazardous materials or other conditions existing at the Facility prior to the Agreement's Commencement Date; (iii) the authorized use by Vendor of Facility trade names, trademarks, logos or other intellectual property of the City used in connection with the Forest Beach Park Concessions; (iv) any negligent acts or omissions of City (or its officers, directors, agents, employees, representatives, contractors and others for whom City is responsible) relating to the City's obligations under this Agreement; (v) the City's operation or management of the Facility prior to the Agreement's Term; (vi) the relationship between City or any of City's affiliates and the prior management company of the Facility or any acts or omissions of the prior management company; and (vii) any breach by City of any of City's covenants, representations, and warranties herein; to the fullest extent permitted by law, except to the extent such liabilities were caused by Vendor's negligent acts or omissions, willful or criminal misconduct, or fraud. City's duty to defend and indemnify Vendor and Vendor Related Parties shall survive the expiration of the Term.

10. **Insurance:** During the Term, Vendor agrees to secure and maintain insurance as an Operating Expense, as set forth below.. To the extent that Vendor meets the insurance requirements for below through policies applicable to multiple sites inclusive of the Facility, Vendor's allocation methodology for premium costs shall be subject to the reasonable review and approval of the City.

(A) Employment Practices ("EPLI"), Directors and Officers Fiduciary and Crime Liability Insurance of not less than \$5,000,000 each occurrence.

- (B) Workers' Compensation Insurance in such amounts that comply with applicable statutory requirements, and Employer's Liability limits, including Umbrella Liability Insurance, if necessary, of not less than \$1,000,000 per accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease each employee.
- (C) Fidelity Bond or Fidelity Insurance covering all employees who have access to, have responsibility for, or who handle City funds.
- (D) Commercial Liquor Liability providing coverage for damages arising out of the selling, serving, serving or furnishing of any alcoholic beverage with a limit of \$5,000,000 per occurrence/\$5,000,000 aggregate limit or the minimum limits required by statute if higher.
- (E) Commercial General Liability and/or Umbrella/Excess Liability Insurance providing coverage for bodily injury and property damage arising in connection with the operation of the Property and including coverage for contractual liability providing limits of not less than:

Bodily Injury and Property Damage Liability: \$5,000,000 each occurrence

Personal Injury and Advertising Liability: \$5,000,000 per person or per organization

General Policy Aggregate: \$5,000,000

Products Liability/Completed Operations Aggregate: \$5,000,000

Special Note: the limits of liability specified above can be satisfied through a combination of primary, umbrella, or excess liability policies, provided that the coverage under such umbrella or excess liability policies is at least as broad as the primary coverage.

Additional Insured Status. All liability insurance coverage maintained by Vendor hereunder shall name the City as additional insured on a primary and non-contributory basis to the extent of the City's respective indemnification obligations under this Agreement and shall be maintained with insurance companies rated at least A- by Best Key Rating Guide and shall be licensed to do business in Illinois. The Vendor shall deliver to the City certificates of such insurance evidencing the required policies and additional insured status. The Vendor shall not use the Property in any way, or permit upon the Property anything, that will invalidate any policy of insurance now or hereafter carried on the Property or any building or structure thereon.

11. **Independent Contractor Status:** Vendor acts solely in the capacity of independent contractor for the City and not as an employee of the City. As a result of Vendor's independent contractor status, Vendor shall have exclusive control of its time (subject to the terms of this Agreement) and shall be responsible for the direct supervision of all of its employees, agents, or subcontractors. Vendor agrees to remove any subcontractor from the Facility for inadequate performance as determined by evaluations submitted by the City and Vendor. Vendor shall provide all workers' compensation and unemployment insurance, social security and other related benefits for its employees as required by law. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the City and Vendor. Except as otherwise

expressly provided in this Agreement, neither Party shall become bound, with respect to third parties, by any representation, act or omission of the other Party.

12. **Compliance with Laws:** Vendor agrees to fully comply with all applicable Federal, State and Local laws and regulations, and with all agency rules and regulations applicable to the operation and use of the Facility, including but not limited to all applicable codes, laws ordinances, and regulations of the City of Lake Forest, Lake County, the State of Illinois, and the United States, including, but not limited to, health and sanitation (food and sanitation certificate holder), age, minimum wage, prevailing wage, workers compensation, drug-free workplace, sales tax, and equal employment opportunity laws. Vendor shall be responsible for all sales and real estate taxes arising as a result of any of Vendor activities pursuant to this Agreement. Vendor shall, at its sole cost and obligation, be responsible for obtaining all permits required to operate the Facility, including a permit from the Lake County Health Departments. Vendor shall be responsible for giving notice to the City, at the address listed in Section 21, of all inspection results from any governmental agency responsible for public welfare.
13. **Facility Conditions, Cleanliness and Sanitation:** Vendor agrees to maintain the Facility, including but not limited to the concession stands, food carts and related areas, in a clean, neat and orderly condition at all times. Vendor shall make no modifications to any of the Facility without the prior written approval of the City. Immediately upon termination of this Agreement for any reason, Vendor shall return the Facility and any equipment contained therein to the City in the same condition as received, ordinary wear and tear and/or City-approved improvements excepted.
14. **Equipment:** Vendor: a) has examined the buildings and equipment prior to the execution of this Agreement and finds them to be satisfactory; b) acknowledges that no representation as to the condition or repair of any of the Facility has been made by the City, other than as expressly contained in this Agreement; and c) acknowledges that no agreement or promise to alter, repair or improve the concession buildings or Facility has been made by City. Vendor shall maintain the equipment, fixtures, machinery and any other personal property located thereon and therein in a clean, orderly, sanitary, pest free and safe condition. The City shall maintain and repair all structural and mechanical components of the buildings. Heat and electricity for the buildings shall be supplied by the appropriate public utilities, and shall be an Operating Expense of the Facility. As an Operating Expense of the Facility, Vendor may make recommendations to the City to enter into leases or agreements with vendors and install some standard equipment in the Facility, including equipment such as pretzel warmer, drink stations, ice cream freezer, etc. At the termination of this Agreement for any reason, this equipment shall be retained by the City. Except as provided immediately above, title to all equipment provided by Vendor, except fixed equipment belonging to the City and listed on the schedule of fixed equipment, shall remain in the possession of Vendor and shall be removed by Vendor upon termination of this Agreement.
15. **Trash and Utilities:**

A. **Trash:** Vendor shall be responsible for the disposal of trash generated by its operation on and at the Facility, in accordance with all ordinances, laws, rules or regulations enacted by the City or any governmental body or agency related to the disposal of trash and refuse. The City will contract and /or perform the off-site disposal of refuse generated by Vendor. The cost of trash disposal and/or hauling shall be an Operating Expense under this Agreement.

B. **Utilities:**

1) **Concession Facility:** Costs incurred for utilities, including, but not limited to all electric, gas, and water costs, and any other private utility charges incurred in connection with the operation of the Concessions services shall be considered Operating Expenses.

16. **Grounds:** In addition to maintaining the Facility, as provided in paragraph 15, Vendor will keep an area immediately surrounding and adjacent to the Facility in all directions free and clear of all litter generated from Vendor operations. Vendor will inspect the grounds surrounding the Facility as set forth above a minimum of three (3) times per day every day Vendor is operating the Facility.
17. **Waiver:** Failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing and signed by both parties.
18. **Severability:** The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.
19. **Authorized Signatures/ Effectiveness:** The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the City and the Agreement shall not be effective until fully executed and delivered to all parties.
20. **Entire Agreement and Amendments:** This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations, whether written or oral, and shall not be modified or amended except by written agreement duly executed by and delivered to all Parties.
21. **Notices:** All notices shall be in writing and shall be given by certified mail, return receipt requested, postage prepaid, to the parties at the respective addresses set forth below or at such other address(es) as the parties may formally designate, in writing, from time to time.

**City**

City of Lake Forest  
Attn: Jason Wicha, City Manager  
220 E. Deerpath  
Lake Forest, Illinois 60045

**Vendor**

Kemper Sports Management, LLC  
Attn: Steven K. Skinner, CEO  
500 Skokie Boulevard, Suite 444  
Northbrook, Illinois 60062

**With a copy to:**

Kurt S. Asprooth  
Ancel Glink, P.C.  
140 S. Dearborn Street, Suite 600  
Chicago, Illinois 60603

Kemper Sports Management, LLC  
Attn: General Counsel  
500 Skokie Boulevard, Suite 444  
Northbrook, Illinois 60062

22. **Assignment:** This Agreement shall not be assigned without the express written consent of the non-assigning party.
23. **Performance Reviews:** If the City determines, in its reasonable opinion, that the operations at the Facility are unsatisfactory, then Vendor agrees to meet at least once with the City within 24 hours of receipt of any oral or written notice from the City, to discuss Vendor performance. If the City determines in its reasonable opinion that operations are not consistent with appropriate standards of health, sanitation, safety, quality and reliability, the City may terminate the Agreement as set forth in Section 8(A) above for cause, subject to applicable cure periods and notice requirements.
24. **Time of the Essence:** Time is of the essence for all matters concerning this Agreement.
25. **Non-Discrimination:** In connection with performance of this Agreement, Vendor agrees not to discriminate against any employee, applicant for employment, customer or patron because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or compensation, and selection for training, including apprenticeship. Vendor further agrees to take affirmative steps to ensure Equal Employment Opportunities. Vendor agrees to post in conspicuous places, available for applicants for employment, notices setting forth the provisions of this paragraph.
26. **Jurisdiction:** This Agreement shall be governed by laws of the State of Illinois. Venue for all actions hereunder shall be Nineteenth Judicial Circuit, Lake County, Illinois. Any and all actions brought on behalf of Vendor under this agreement or the license granted hereunder shall be commenced within one year of conduct or actions giving rise to the action.
27. **Freedom of Information Act:** Vendor agrees to maintain all records and documents for projects of the City in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Vendor shall produce records which are responsive to a request received by the City under the Freedom of Information Act (“FOIA”) so that the City may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Vendor shall so notify the City and if possible, the City shall request an extension so as to comply with the FOIA. In the event that the City is found to have not complied with the FOIA due to Vendor’s failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Vendor shall indemnify

and hold the City harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

*[Signature page follows]*



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized signatories.

**CITY**

**VENDOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

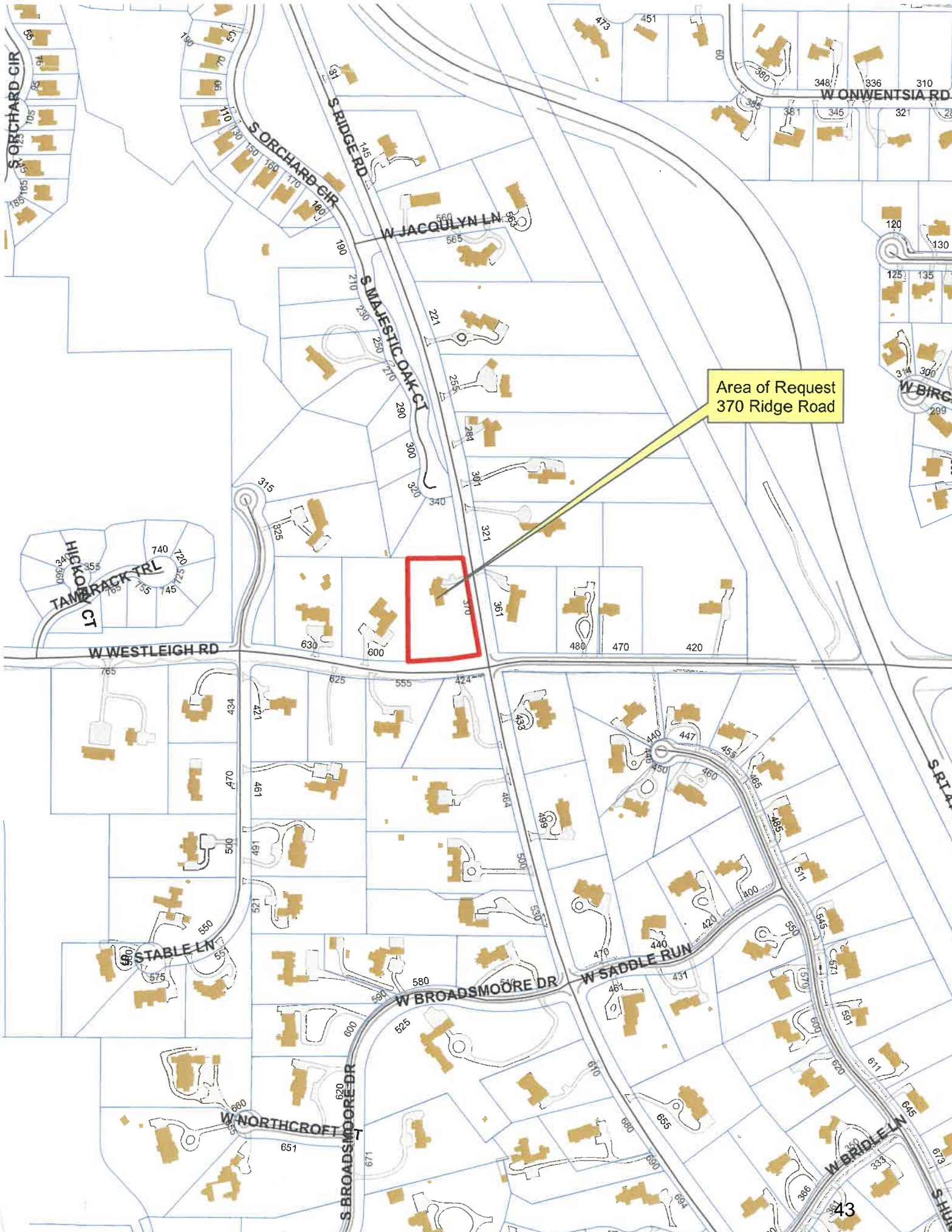
Name: \_\_\_\_\_

Name: \_\_\_\_\_

## **EXHIBIT A**

### **Depiction of Facility**

**Facility.** The term “*Facility*” shall mean the Forest Park Beach concession stand and serving areas and public eating areas including any improvements, structures, personal property, and real property located upon the same.



Area of Request  
370 Ridge Road

THE CITY OF LAKE FOREST  
ORDINANCE NO. 2024- \_\_\_\_

**AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE  
PROPERTY LOCATED AT 370 S. RIDGE ROAD**

**WHEREAS**, Allen and Susan Mandell ("**Owners**") are the owners of that certain real property commonly known as 370 S. Ridge Road, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

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

**WHEREAS**, the Owners desire to demolish the existing residence and garage and construct a replacement residence, attached garage, and install hardscape and landscape ("**Improvements**") as depicted on the plans and architectural drawings that are attached hereto as **Group Exhibit B** ("**Plans**"); and

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

**WHEREAS**, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at public hearings held on June 5, 2024 and August 8, 2024; and

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

1. the Property is located within the R-4, Single Family Residence District under the City Code,
2. the existing structure is not architecturally or historically significant,
3. Owners propose to construct the Improvements as depicted on the plans,
4. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with the recommended conditions and the Plans, will meet the design standards and requirements of Section 150.147 of the City Code,

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

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

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

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

**SECTION TWO: Approval of Application.** Pursuant to Sections 150.147 and 150.148 of the City Code, and subject to the limitations therein and the conditions set forth in Section Three of this Ordinance, the City Council does hereby grant approval of the Application to allow the demolition of the existing structures and

construction of the Improvements on the Property, as more fully depicted on the Plans.

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

- A. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. Compliance with Laws. Chapters 150, regarding buildings and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owner shall reimburse the City for all of its costs

(including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

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

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

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2024.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2024.

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Mayor

ATTEST:

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City Clerk



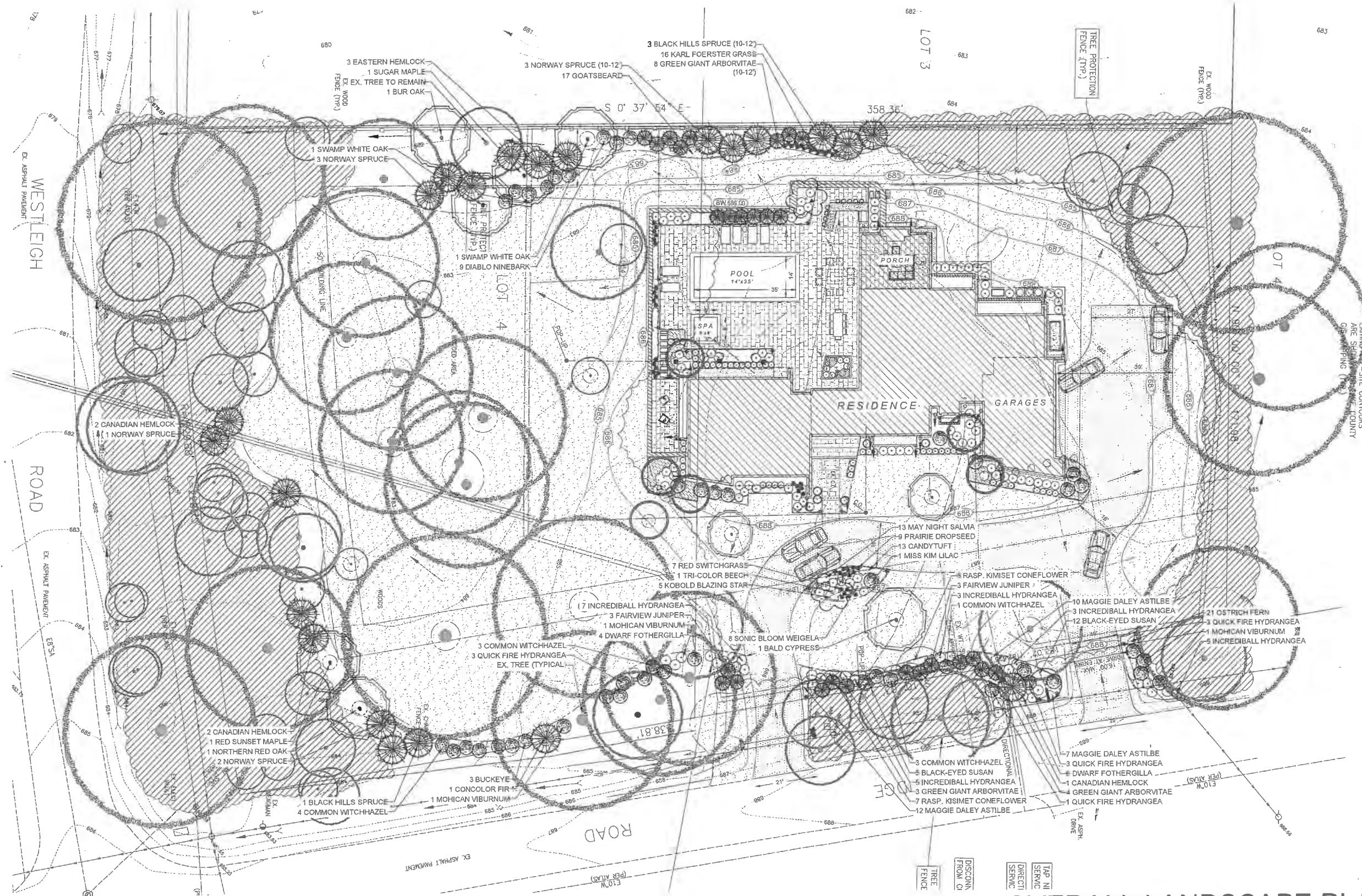








The Plans



**HELLER & ASSOCIATES, LLC**  
 LANDSCAPE ARCHITECTURE  
 P.O. Box 1369  
 Lake Geneva, Wisconsin 53147-1369  
 ph 262.639.9733  
 david@wdavidheller.com  
 www.wdavidheller.com

PROJECT  
**MANDELL RESIDENCE**  
 370 S. Ridge Road  
 Lake Forest, IL

ISSUANCE AND REVISIONS

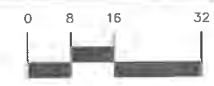
DATE	DESCRIPTION
1.05.24	FIRST ISSUE
4.17.24	PLANTING PLAN
6.05.24	REV. LIGHTING
7.08.24	REV. SITE PLAN
8.01.24	REV. SITE PLAN

These plans were prepared by:  
 W. David Heller, ASLA  
 Registered Landscape Architect  
 #157-00558  
 Information contained herein is based on survey information, field inspection, and believed to be accurate.

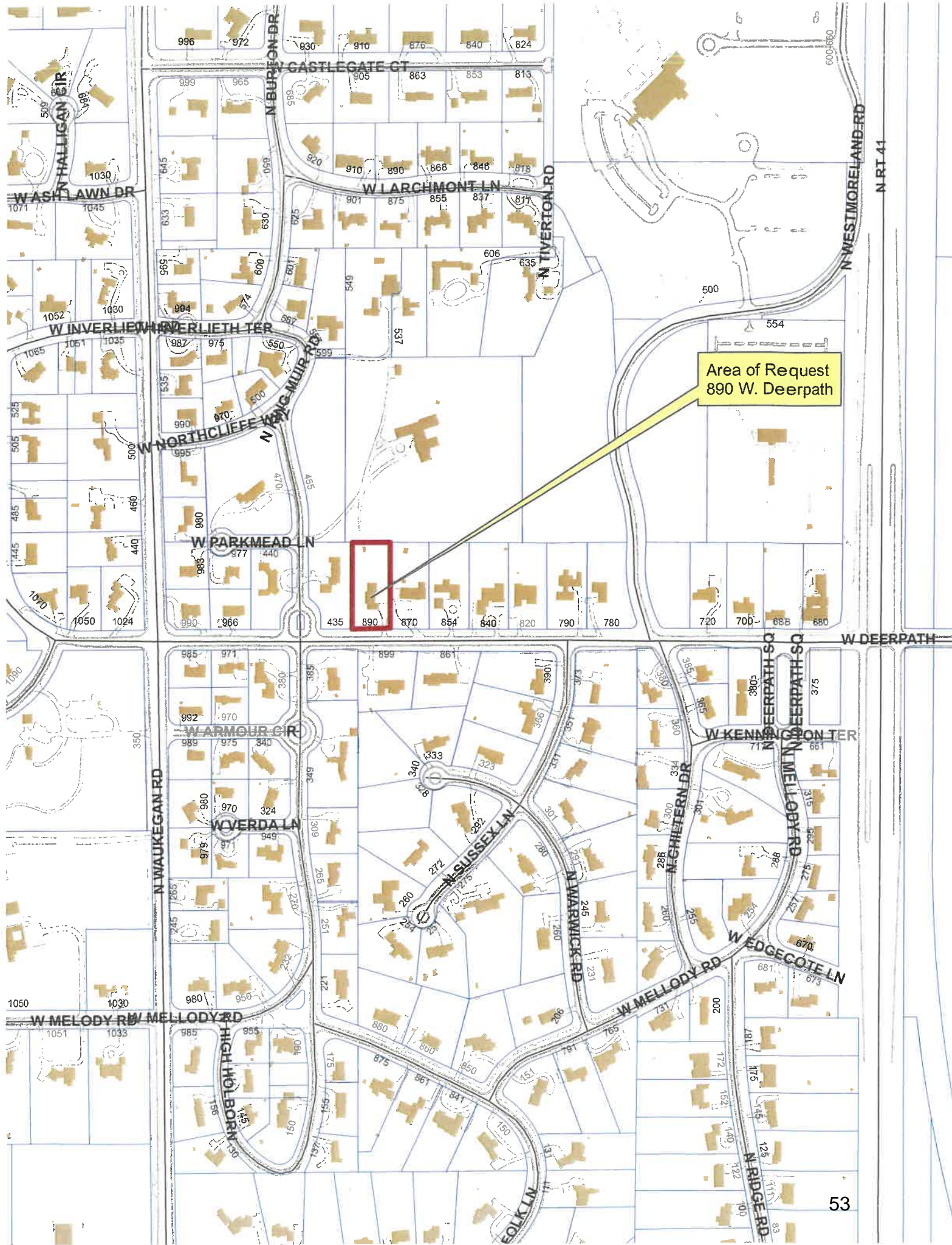
SHEET TITLE  
**OVERALL LANDSCAPE PLANTING PLAN**

PROJECT MANAGER	WDH
PROJECT NUMBER	24-002
DATE	08.01.24
SHEET NUMBER	

**OVERALL LANDSCAPE PLAN**  
 Scale: 1" = 16'0"







Area of Request  
890 W. Deerpath

THE CITY OF LAKE FOREST

ORDINANCE NO. 2024- \_\_\_\_

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE  
PROPERTY LOCATED AT 890 W. DEERPATH

**WHEREAS**, Viorel Muresan ("**Owner**") is the owner of that certain real property commonly known as 890 W. Deerpath, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

**WHEREAS**, the Property is located in the R-3, Single Family Residence Zoning District; and

**WHEREAS**, the Owner desires to demolish portions of the existing resident, construct additions, and make various alterations ("**Improvements**") as depicted on the plans and architectural drawings that are attached hereto as Group **Exhibit B** ("**Plans**"); and

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

**WHEREAS**, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on July 18, 2024; and

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

1. the Property is located within the R-3, Single Family Residence District under the City Code,

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

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

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

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

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

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

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

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

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



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

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

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

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2024

AYES: ( )

ABSENT: ( )

NAYS: ( )

ABSTAIN: ( )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2024

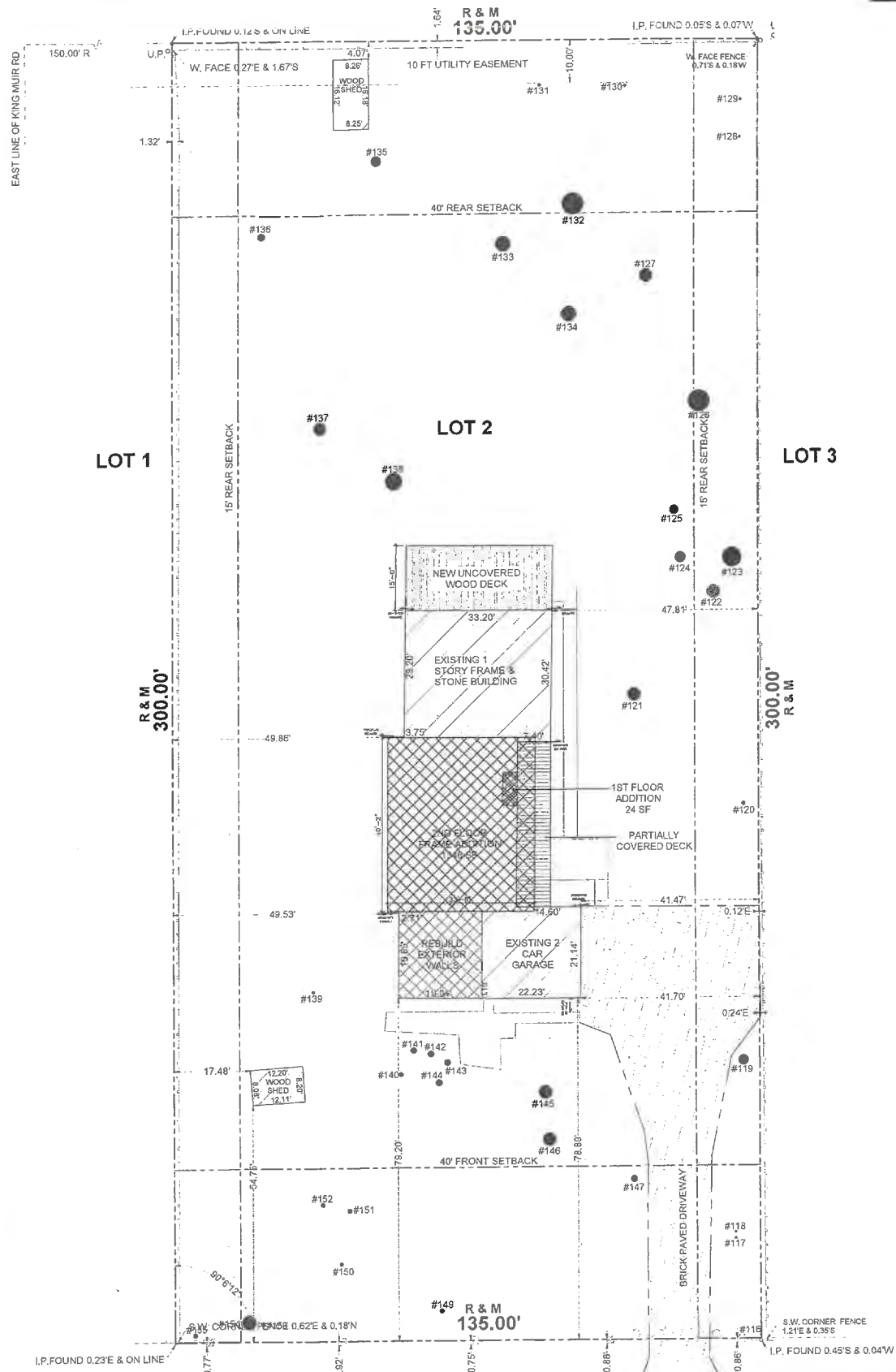
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

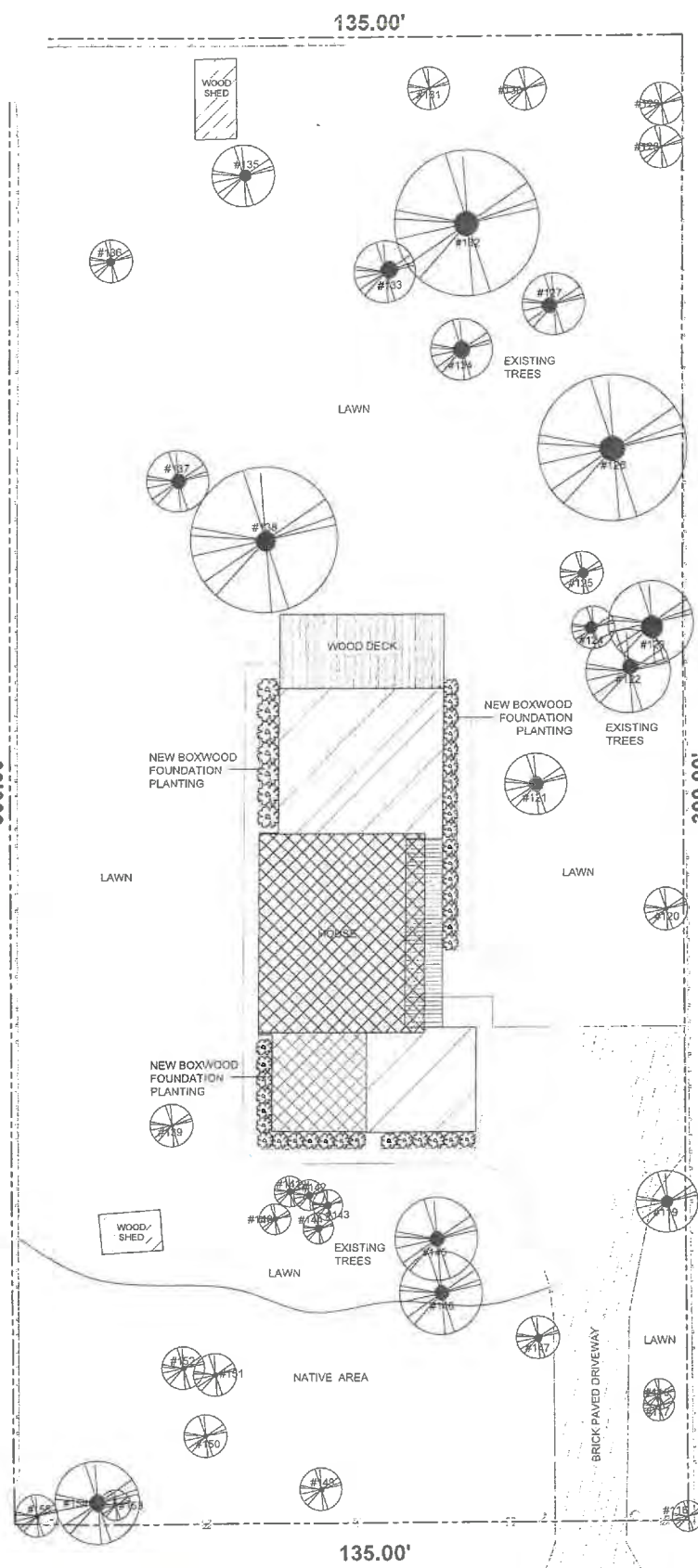
GROUP EXHIBIT B

The Plans



W. DEERPETH

**PROPOSED SITE PLAN**  
SCALE: 1/16" = 1'-0"



W. DEERPETH

**PROPOSED LANDSCAPE PLAN**  
SCALE: 1/16" = 1'-0"

LANDSCAPE PLAN

Tree Preservation Survey					Viorol Muresan 890 W Deerpath Rd Lake Forest, IL
TAG #	SIZE	SPECIES	CONDITION 1 - 6 (1=BEST - 6=DEAD)	Form	NOTES / LOCATION
118	11	Red Oak	3	NA	
117	8	Norway Maple	3	NA	
118	6	Norway Maple	4	NA	
119	24	Bur Oak	3	NA	
120	11	Norway Maple	3	NA	
121	16	Cottonwood	3	NA	
122	20	River Birch	4	NA	
123	19	River Birch	3	NA	
124	18	River Birch	3	NA	
125	13	River Birch	3	NA	
126	6	Ash	3	NA	
127	30	Silver Maple	3	NA	
128	7	Spruce	5	NA	
129	8	Spruce	5	NA	
130	7	Spruce	5	NA	
131	6	Sitka Spruce	5	NA	
132	50	Silver Maple	4	NA	
133	34	Silver Maple	3	NA	
134	23	Silver Maple	3	NA	
135	28	Silver Maple	3	NA	
136	21	Red Maple	3	NA	
137	37	Silver Maple	3	NA	
138	37	Silver Maple	3	NA	
139	6	Black Walnut	3	NA	
140	15	Bur Oak	3	NA	
141	19	Bur Oak	3	NA	
142	17	Bur Oak	3	NA	
143	24	Bur Oak	3	NA	
144	16	Norway Maple	3	NA	
145	19	Bur Oak	3	NA	
146	27	Bur Oak	3	NA	
147	22	Bur Oak	4	NA	
148	6	Ash	4	NA	
149	12	Norway Maple	4	NA	
150	9	Norway Maple	4	NA	
151	10	Norway Maple	4	NA	
152	13	American Elm	4	NA	
153	13	Norway Maple	4	NA	
154	40	Bur Oak	5	NA	
155	10	Norway Maple	3	NA	
156	11	Norway Maple	4	NA	
157	14	American Elm	3	NA	

Thank you,  
Lou Lugnet  
Certified Arborist #177A

890 W DEERPETH RD  
LAKE FOREST  
IL 60045

SHAPED PLLC  
ARCHITECT  
OANA HERGHELEGIU  
OANA HERGHELEGIU  
30 N CLARK ST., STE. 3300  
CHICAGO, IL 60602  
O: 312.373.0453  
INFO@SHAPED.DESIGN

DATE: 5.24.2024  
DRAWN BY: A.T.  
CHECKED BY: O.J.L.  
REVISION DATE:  
1.  
2.  
3.

SHEET TITLE:  
PROPOSED SITE PLAN

DRAWING NUMBER:  
T-2  
© 2024 SHAPED PLLC 58

The Plans




ARCHITECTURAL SOUTH ELEVATION  
3/16" = 1'-0"

ARCHITECTURAL EAST ELEVATION  
3/16" = 1'-0"

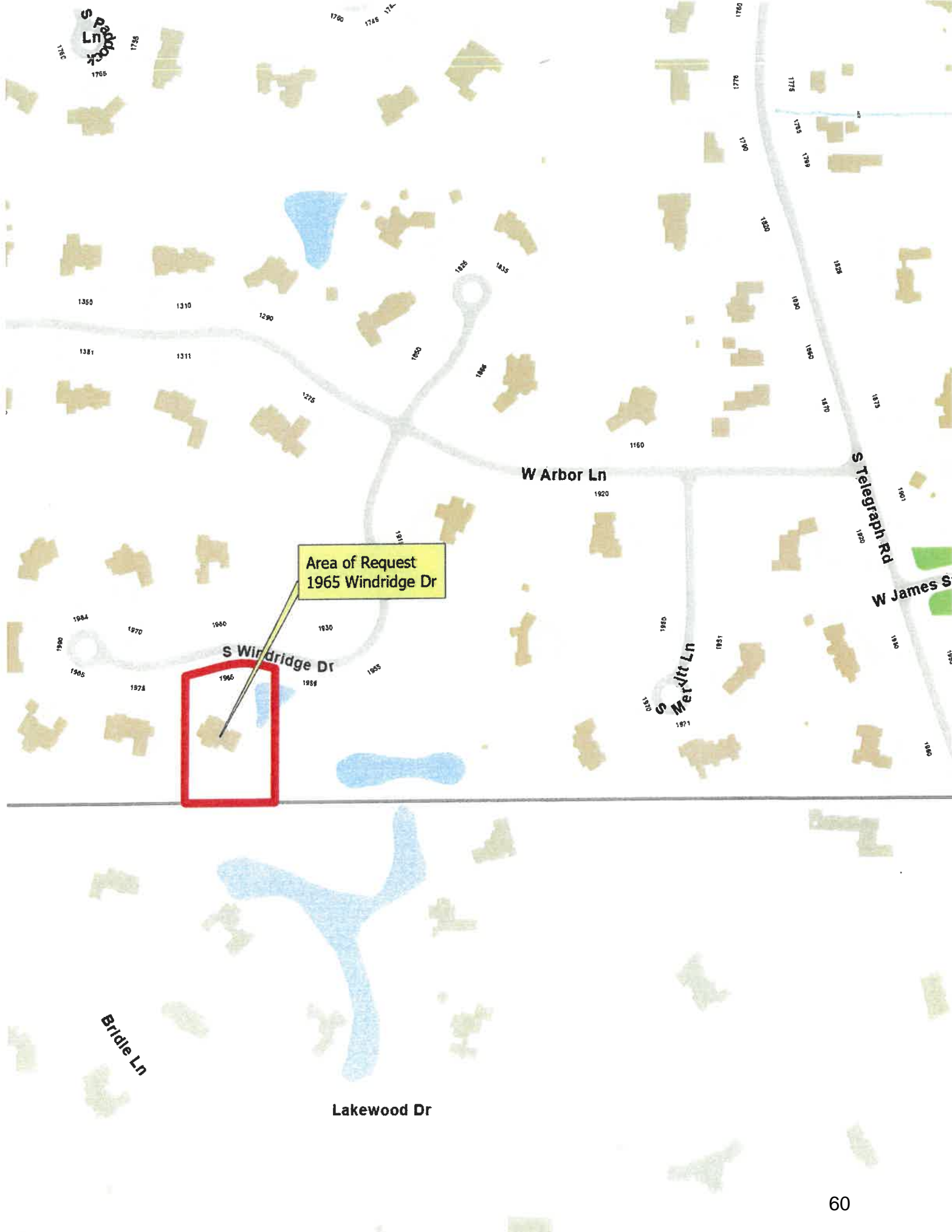


ARCHITECTURAL NORTH ELEVATION  
3/16" = 1'-0"

ARCHITECTURAL WEST ELEVATION  
3/16" = 1'-0"

890 W DEERPATH RD LAKE FOREST IL 60045	SHAPED PLLC ARCHITECT OANA HERGHELEGIU  Oana Herghelegiu 30 N CLARK ST. STE. 3300 CHICAGO, IL 60602 O: 312.373.0453 INFO@SHAPED.DESIGN	DATE: 5.24.2024 DRAWN BY: A.T. CHECKED BY: O.H. REVISION DATE: 1. 2. 3.	SHEET TITLE: ARCHITECTURAL ELEVATIONS  DRAWING NUMBER: <b>A-2</b> © 2024 SHAPED PLLC





Area of Request  
1965 Windridge Dr

S Windridge Dr

W Arbor Ln

S Telegraph Rd

W James St

S Meritt Ln

Lakewood Dr

Bridle Ln

THE CITY OF LAKE FOREST

ORDINANCE NO. 2024-\_\_\_

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN  
REVIEW AND GRANTING A FLOOR AREA EXCEPTION FOR  
THE PROPERTY LOCATED AT 1965 WINDRIDGE DRIVE

**WHEREAS**, Brian Nelson ("**Owner**") is the owner of that certain real property commonly known as 1965 Windridge Drive, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

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

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

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

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

**WHEREAS**, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on July 18, 2024; and

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

1. the Property is located within the R-4 District under the City Code,
2. Owner proposes to construct the Improvements as depicted on the Plans,
3. as depicted on the Plans, a portion of the Improvements exceed the maximum floor area allowances set forth in Section 150.148(C) of the City Code,
4. the Improvements are consistent with the design standards in Section 150.147 of the City Code,
5. the location of the pergola on the Property effectively mitigates the appearance of excessive mass of the structure and as a result, the proposed development of the Improvements as set forth on the Plans are in keeping with the streetscape and overall neighborhood,
7. the proposed Improvements will not have a significant negative impact on the light to or views from neighboring homes,
7. the height and mass of the Improvements will generally be compatible with the height and mass of the existing residence, structures on adjacent lots, buildings on the street and on adjacent streets, and other residences in the neighborhood,
8. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with this Ordinance, the recommended conditions, and the Plans, will meet the standards and requirements of Sections 150.147 and 150.148 of the City Code,

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

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

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

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

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

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

**SECTION THREE: Maximum Floor Area Exception Granted.** Pursuant to Section 150.148 of the City Code, and subject to the limitations therein and the conditions set forth in Section Four of this Ordinance, the City Council does hereby grant an exception to the maximum floor area requirements set forth in Section

150.148(D) of the City Code, as more fully depicted on the Plans, by allowing the Improvements in combination with all other structures on the Property to have a maximum square footage not to exceed 6,592 square feet.

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

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



Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

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

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

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2024.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2024.

---

Mayor

ATTEST:

---

City Clerk

**EXHIBIT A**

**Legal Description of Property**

LOT20 IN WINDRIDGE II SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 29, 1988 AS DOCUMENT NUMBER 2744275, IN LAKE COUNTY, ILLINOIS.

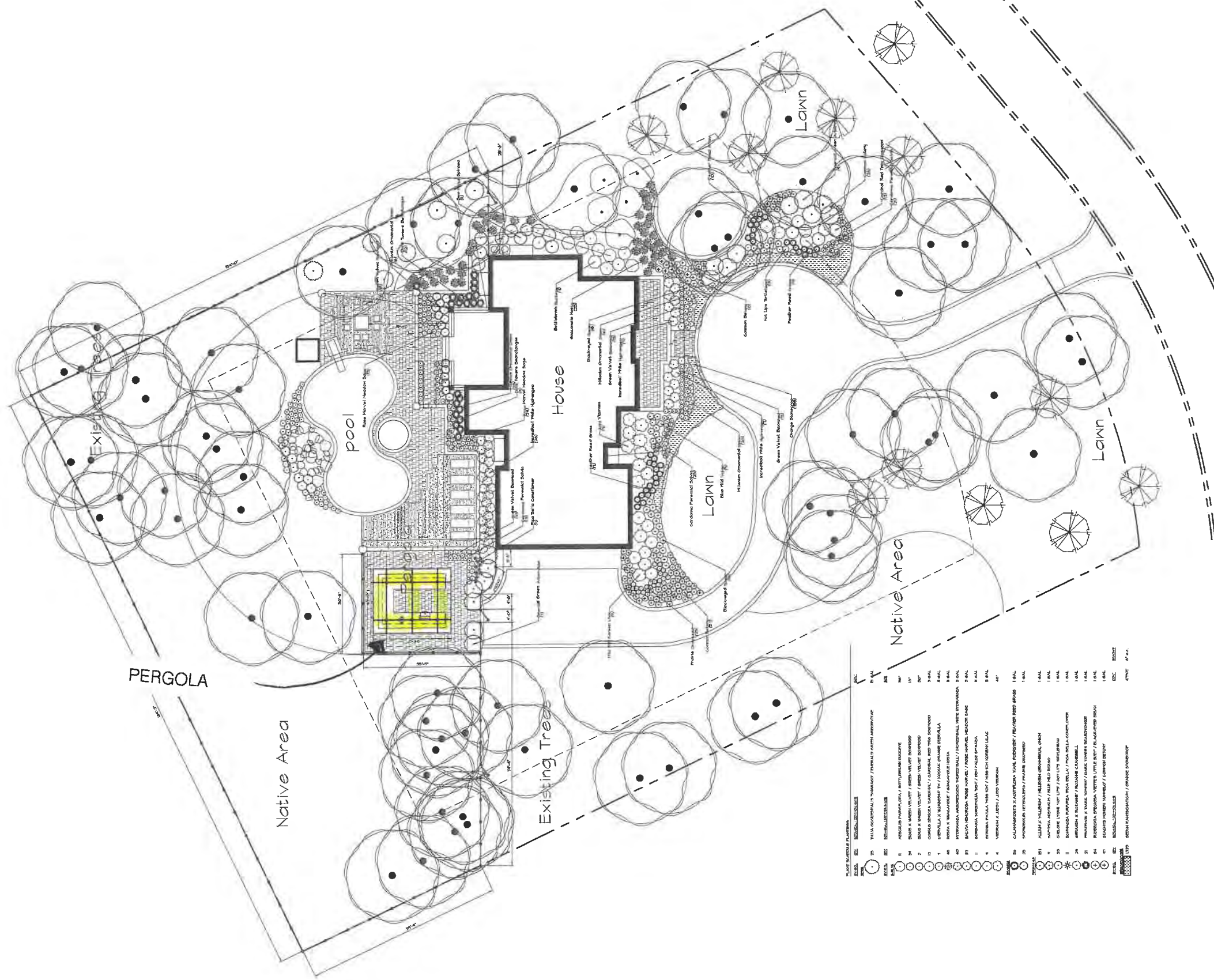
P.I.N. 16-18-105-023

Commonly known as: 1965 Windridge Drive

GROUP EXHIBIT B

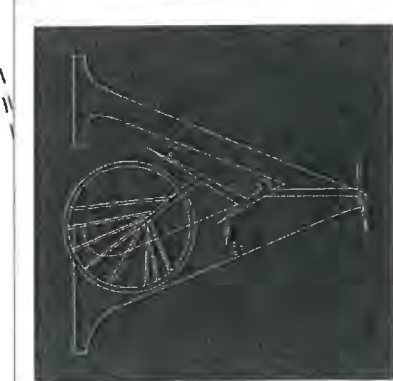
The Plans

LANDSCAPE PLAN



PLANT SCHEDULE

NO.	SYMBOL	PLANT SPECIES	PLANT SIZE	PLANT TYPE
01	○	PLANT SPECIES	PLANT SIZE	PLANT TYPE
02	○	PLANT SPECIES	PLANT SIZE	PLANT TYPE
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100	○	PLANT SPECIES	PLANT SIZE	PLANT TYPE



**VIGNOCCHI**  
Landscape Architects & Contractors  
2300 West Lawrence Road  
Naperville, IL 60563  
Phone: 630.417.2300  
Fax: 630.417.2303

LANDSCAPE PLAN  
SCALE 1/8" = 1'-0"

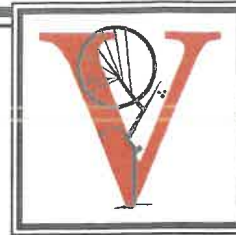
1465 Windridge  
Lake Forest, IL 60045

PROJECT TYPE :

PROJECT #: 22-5-126  
ISSUE DATE: 1.10.24

**NELSON RESIDENCE**



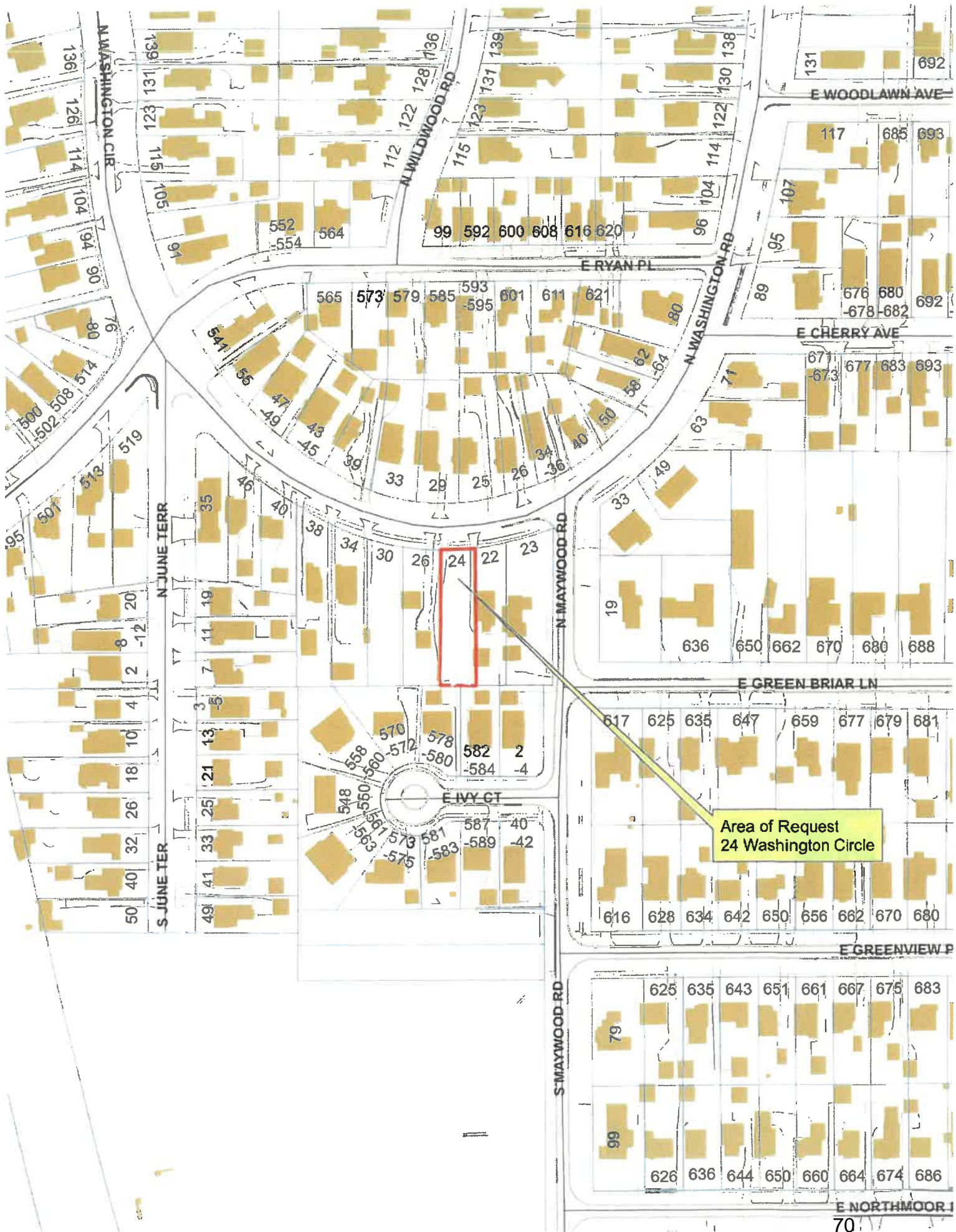


The Plans



PROPOSED PERGOLA





Area of Request  
24 Washington Circle

THE CITY OF LAKE FOREST  
ORDINANCE NO. 2024- \_\_\_\_

**AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE  
PROPERTY LOCATED AT 24 WASHINGTON CIRCLE**

**WHEREAS**, Dan and Cassie Bench ("**Owners**") are the owners of that certain real property commonly known as 24 Washington Circle, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

**WHEREAS**, the Property is located in the GR-3, General Residence Zoning District; and

**WHEREAS**, the Owners desire to construct a new residence and install hardscape and landscape ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as **Group Exhibit B ("Plans")**; and

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

**WHEREAS**, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on August 8, 2024; and

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

1. the Property is located within the GR-3, General Residence District under the City Code,
2. Owners propose to construct the Improvements as depicted on the Plans,

3. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with the recommended conditions and the Plans, will meet the design standards and requirements of Section 150.147 of the City Code,

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

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

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

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

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

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



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

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

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2024.

- AYES: ( )
- NAYS: ( )
- ABSENT: ( )
- ABSTAIN: ( )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_

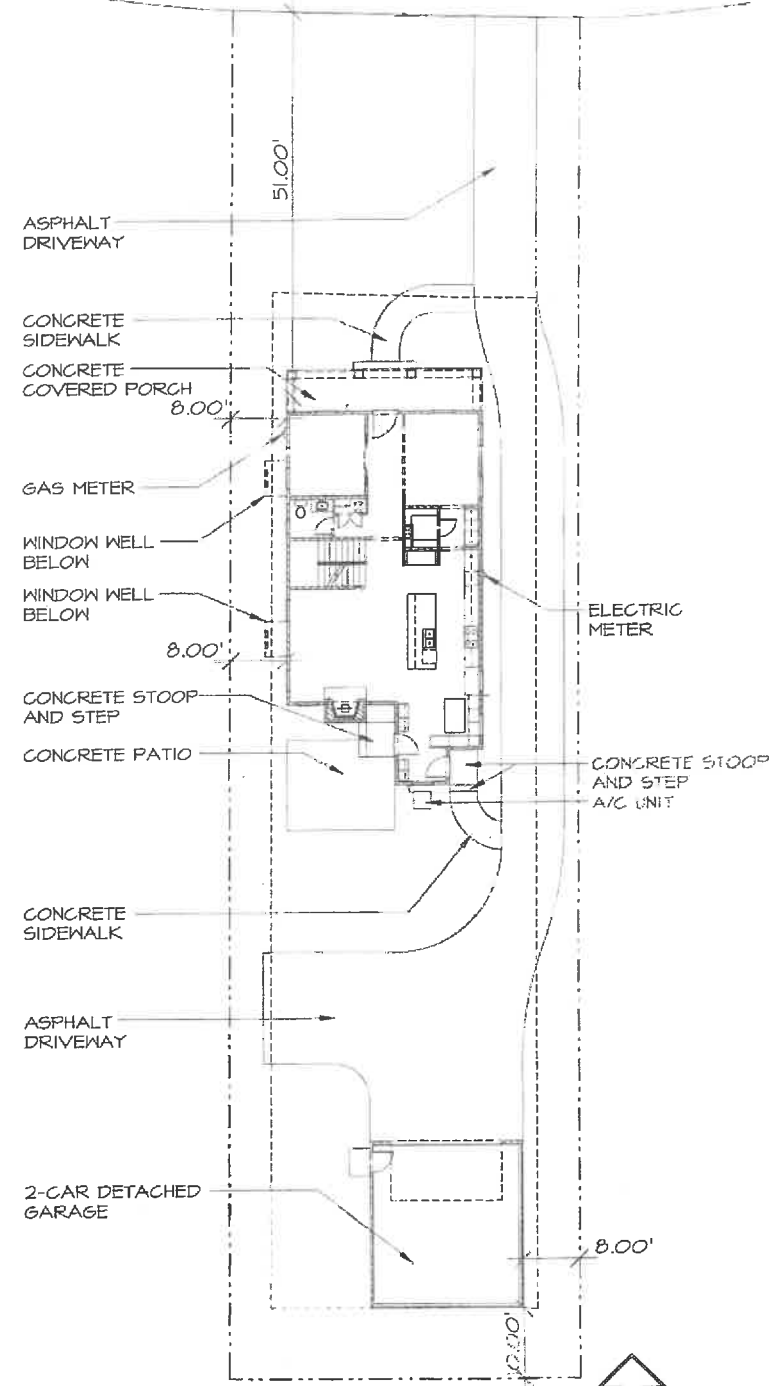
Mayor

ATTEST:

\_\_\_\_\_

City Clerk

# WASHINGTON CIRCLE SITE PLAN



**1**  
AR 01  
**SITE PLAN**  
PROPOSED  
ALL CIVIL ENGINEERING AND FINAL APPROVED GRADES BY OTHERS  
ALL EXTERIOR GRADE IMPROVEMENTS AND LANDSCAPING BY OTHERS  
SCALE: N.T.S.

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

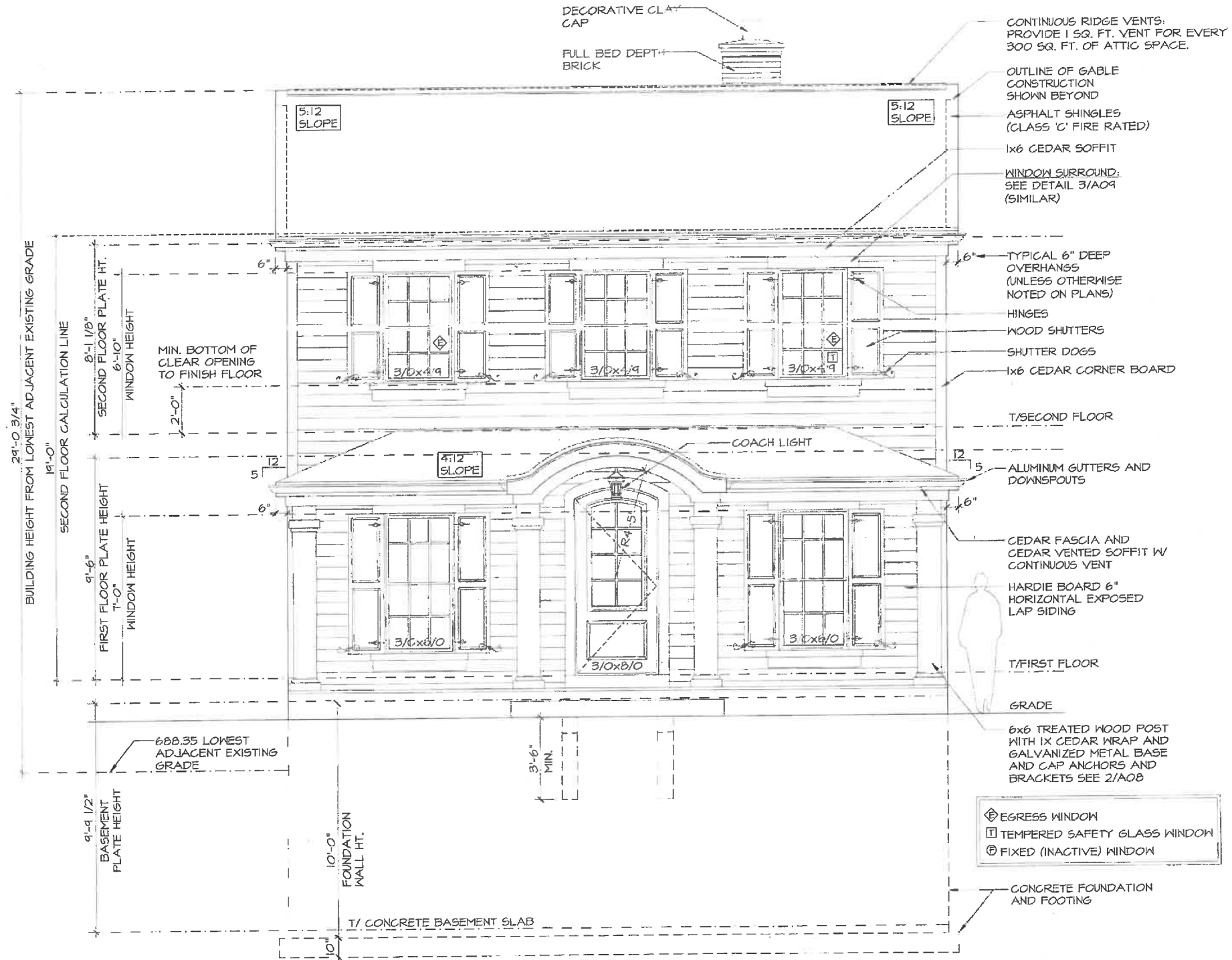
**REVIEW ONLY - NOT FOR CONSTRUCTION**

NEW CONSTRUCTION 24 WASHINGTON CIRCLE LAKE FOREST, ILLINOIS 60045	
06/12/04	06/22/04
REVIEW	REVIEW
06/22/04	07/16/04
REVIEW	REVIEW
07/16/04	07/20/04
REVIEW PER OWNER	REVIEW PER OWNER
07/20/04	07/20/04
REVIEW PER OWNER	REVIEW PER OWNER
2675 COMMERCIAL DR. LAKE FOREST, ILL. 60045 WWW.ASPECTDESIGN.COM <b>ASPECT DESIGN INC.</b> ARCHITECTS	
PROJECT #	AD24139
DRAWN BY:	D6/MB
24 WASHINGTON CIRCLE PROPOSED SITE PLAN	
<b>AR 01</b>	
1 OF 12 TOTAL SHEETS	

GROUP EXHIBIT B

The Plans

NORTH ELEVATION



1 FRONT ELEVATION (NORTH)

AR 03

SCALE: N.T.S.

REVIEW ONLY - NOT FOR CONSTRUCTION

NEW CONSTRUCTION 24 WASHINGTON CIRCLE LAKE FOREST, ILLINOIS 60045	
REVIEW	06/11/2024
REVIEW	06/25/2024
REVIEW	06/28/2024
REVIEW	07/11/2024
REVISION PER OWNER	07/24/2024
REVISION PER OWNER	07/24/2024
2675 COMMERCIAL DR. SUITE 607 SOUTH BOSTON MA 01705 WWW.ASPECTDESIGNINC.COM TEL: 508.251.1400	
PROJECT #	AD04119
DRAWN BY:	DS / JMB
24 WASHINGTON CIRCLE EXTERIOR ELEVATIONS	
AR 03	
# 3 OF 12 TOTAL SHEETS	

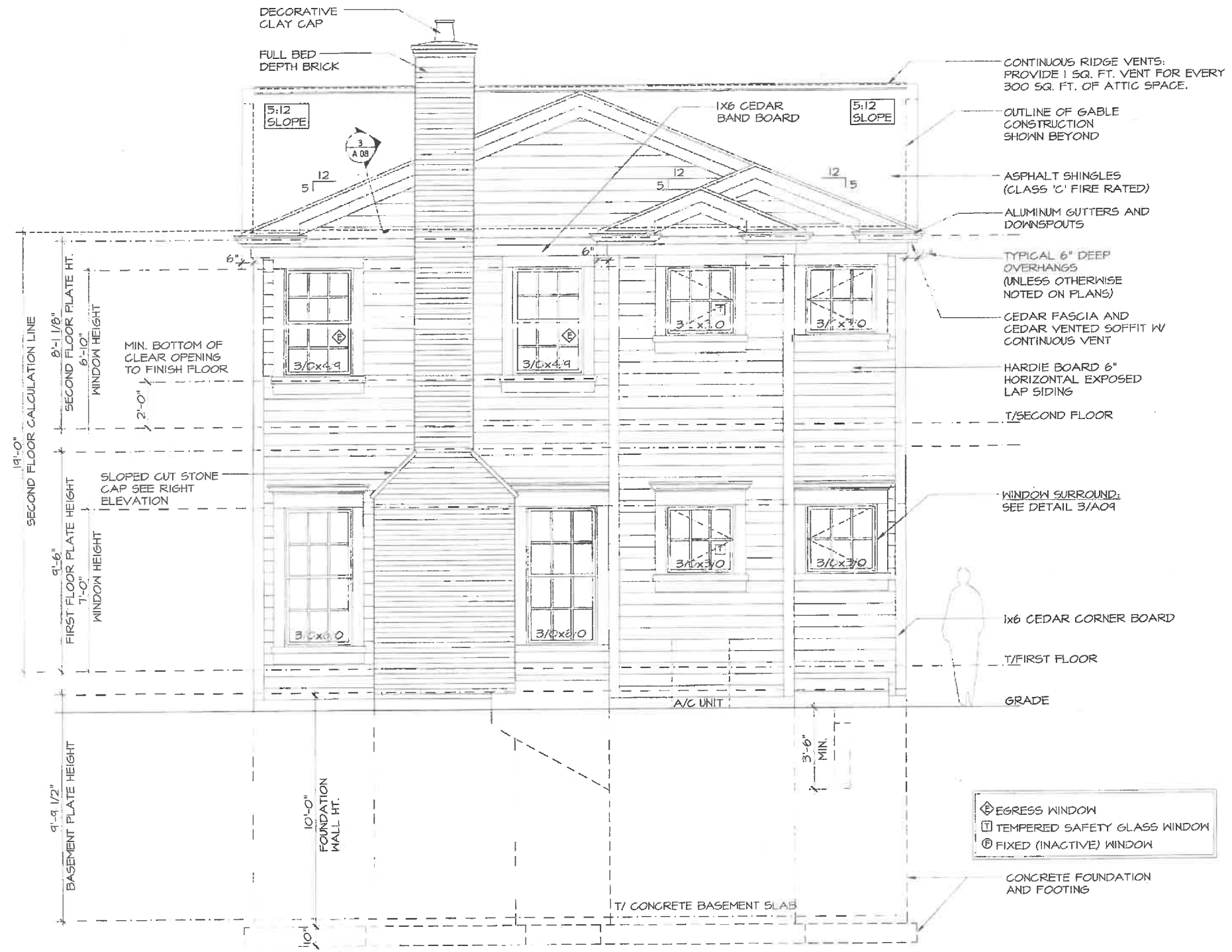
NOTE: ALL SCALE DESIGNATIONS ARE FOR SHEETS PRINTED ON 24" x 36" SIZE PAPER, (ARCH-D)



GROUP EXHIBIT B

The Plans

SOUTH ELEVATION



1 REAR ELEVATION (SOUTH)

AR 05

SCALE: N.T.S.

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

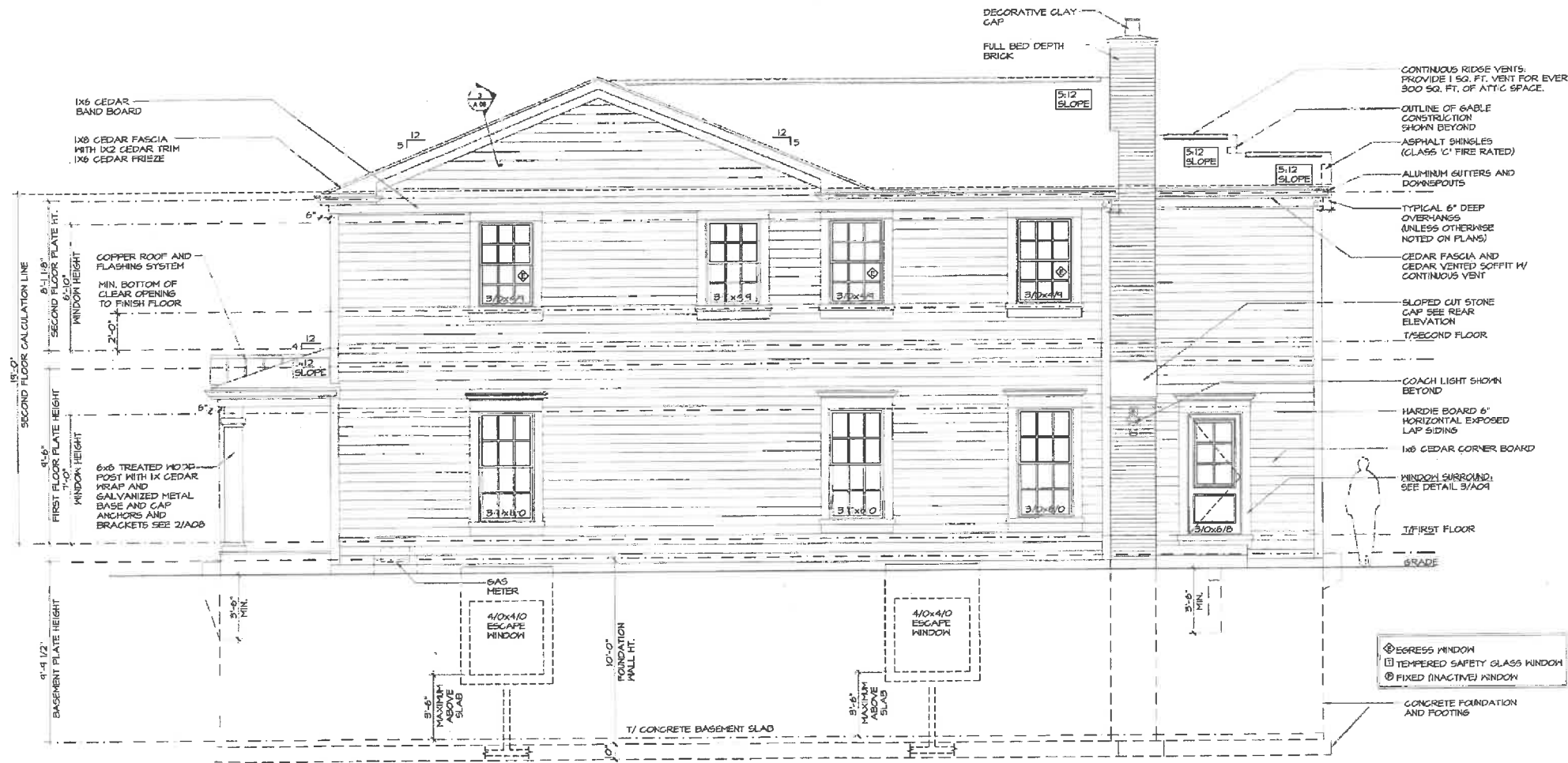
REVIEW ONLY-NOT FOR CONSTRUCTION

01/18/04 REVIEW 02/24/04 REVIEW 03/18/04 REVIEW 07/18/04 REVISED PER OWNER 07/22/04 REVISED PER OWNER 07/24/04		NEW CONSTRUCTION 24 WASHINGTON CIRCLE LAKE FOREST, ILLINOIS 60045
2655 COMMERCE DR. SUITE 607 WOOD LAKE, IL 60090 WWW.ASPECTDESIGN.COM TEL: 815.486.1400		
PROJECT # AD24129 DRAWN BY: DB/MB 24 WASHINGTON CIRCLE EXTERIOR ELEVATIONS		
AR 05		
# 5 OF 12 TOTAL SHEETS		

GROUP EXHIBIT B

The Plans

WEST ELEVATION



1 RIGHT ELEVATION (WEST)  
AR 06

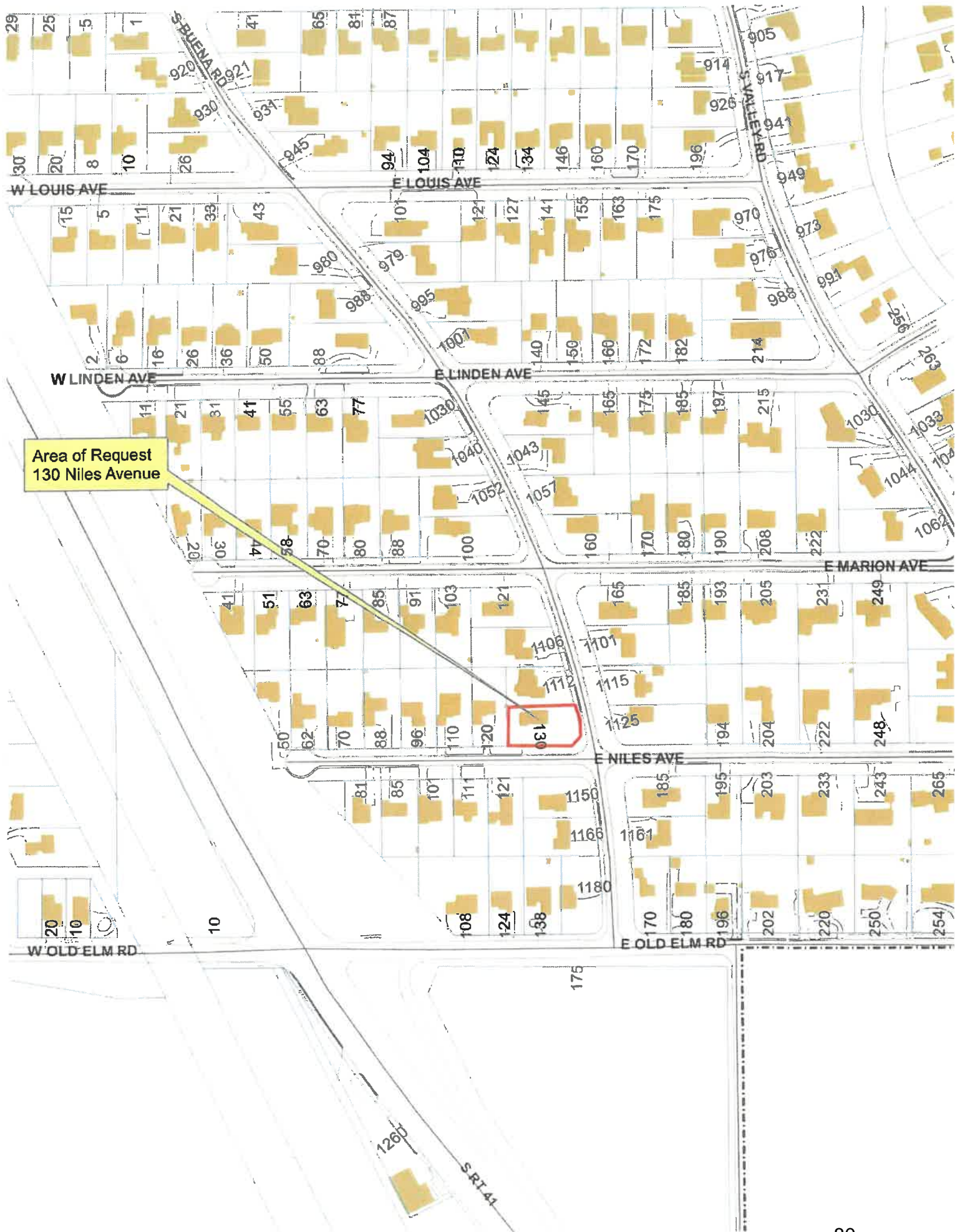
SCALE: N.T.S.

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

REVIEW ONLY - NOT FOR CONSTRUCTION

NEW CONSTRUCTION 24 WASHINGTON CIRCLE LAKE FOREST, ILLINOIS 60045	
REVIEW	DATE
DESIGN	06/22/04
REVISION	07/12/04
REVISION PER OWNER	07/12/04
REVISION PER OWNER	07/12/04
2676 COMMERCE DR. SUITE 507 LAKE FOREST, IL 60045 WWW.ASPECTDESIGN.COM TEL: 847.346.1100	
PROJECT#	ADD119
DRAWN BY:	DB/MB
24 WASHINGTON CIRCLE EXTERIOR ELEVATIONS	
AR 06	
6 OF 12 TOTAL SHEETS	





Area of Request  
130 Niles Avenue



**THE CITY OF LAKE FOREST**

**ORDINANCE NO. 2024-\_\_**

**AN ORDINANCE GRANTING A VARIANCE FROM THE CORNER SIDE YARD SETBACK FOR PROPERTY LOCATED AT 130 NILES AVENUE**

**WHEREAS**, Fred and Valerie Jones ("**Owners**") are the owners of that certain real property commonly known as 130 Niles Avenue, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

**WHEREAS**, the Property is located in the R-1, Single Family Residence Zoning District; and

**WHEREAS**, the Owners desire to expand the existing driveway within the corner side yard setback ("**Improvements**") as depicted on the site plan attached hereto as **Exhibit B** ("**Plan**"); and

**WHEREAS**, the Owners submitted an application ("**Application**") requesting approval of a variance from Section 159.085, R-1, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements within the corner side yard setback area; and

**WHEREAS**, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on August 26, 2024; and

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

1. The proposed parking area within the corner side yard setback will not alter the essential character of the neighborhood. With the existing landscaping, views of a car parked in the expanded area will generally be screened.
2. The conditions upon which the variance is requested are generally unique to this neighborhood and to this property and are not generally applicable to other properties in the same zoning district throughout the City. This house is sited nearly at the front and corner side yard setback lines limiting the ability to accommodate today's vehicles in a functional manner.
3. The existing residence conforms to the current 40-foot corner yard setback requirement for this zoning district. The hardship in conforming to the required setback is a result of the original construction of the home just behind the setback line consistent with the siting of other homes in the

neighborhood. The siting does not provide for a driveway that meets the reasonable needs of the current and future property owners.

4. The variance and the resulting driveway modifications will not impair light or ventilation to adjacent properties, increase congestion, or endanger public safety. No evidence has been submitted that the proposed hardscape expansion will diminish property values in the area.

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

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

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

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

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

**SECTION THREE: Zoning Setback Variance Granted**. Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow expansion of the driveway to a maximum of 18 feet and the addition of a parking space west of the driveway, no larger than 13 feet wide by 20 feet long as depicted on the proposed site plan.

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

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

Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

- B. Compliance with Laws. Chapters, 150, regarding building and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Staging, Parking and Storage. Prior to the issuance of building permits, a plan for staging and storage of construction and a plan for parking construction vehicles shall be submitted and will be subject to City review and approval.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans as presented.
- F. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owners shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

**SECTION FIVE: Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if the Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 90 days following the

passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as **Exhibit C** and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2024.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_

Mayor

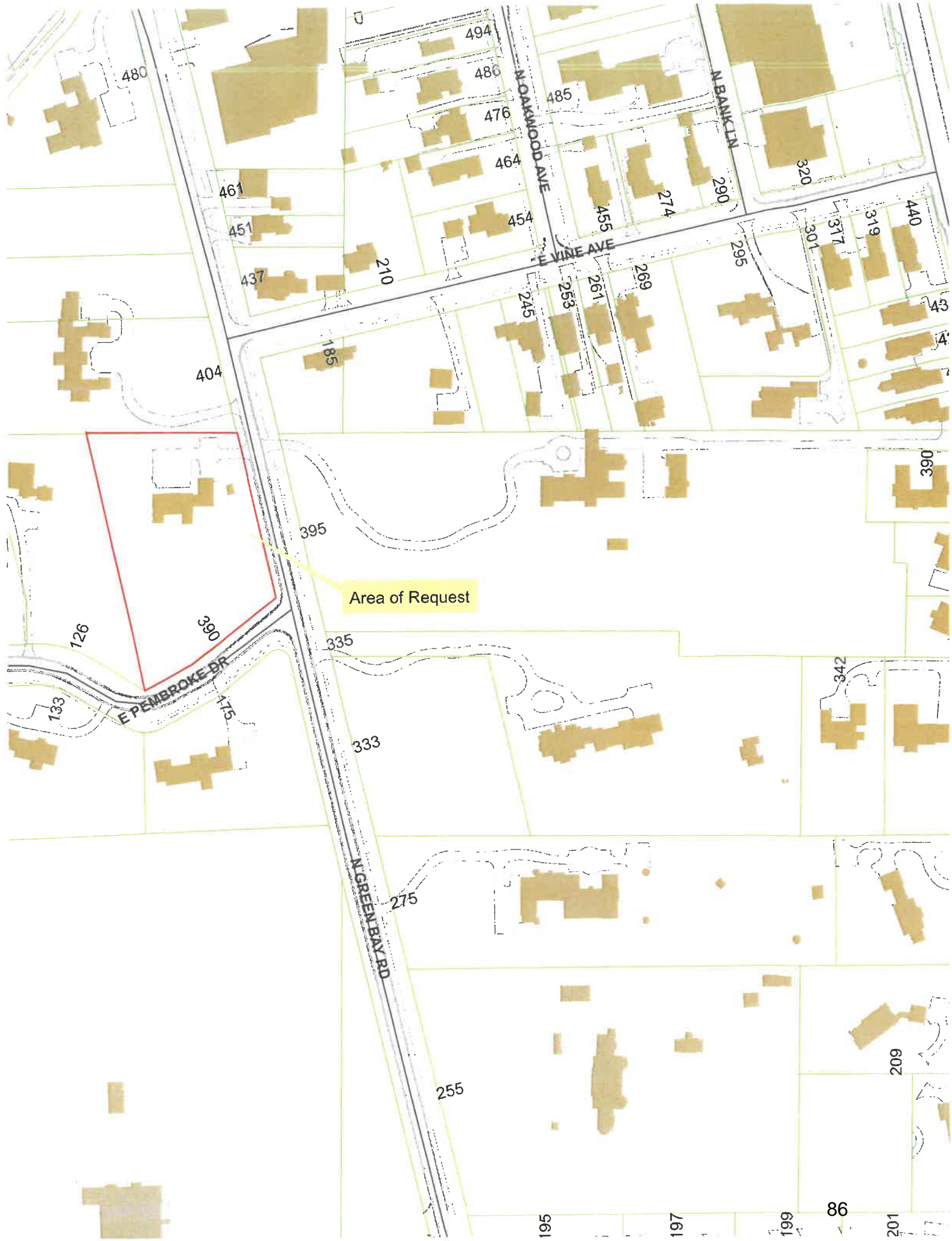
ATTEST:

\_\_\_\_\_

City Clerk







Area of Request

THE CITY OF LAKE FOREST

ORDINANCE NO. 2024-\_\_

AN ORDINANCE GRANTING A VARIANCE FROM THE CORNER SIDE YARD SETBACK FOR PROPERTY LOCATED AT 390 N. GREEN BAY ROAD

**WHEREAS**, Jagdeep and Elisabeth Dosanjh ("**Owners**") are the owners of that certain real property commonly known as 390 N. Green Bay Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

**WHEREAS**, the Owners desire to add a third bay to the garage and make associated modifications to the driveway ("**Improvements**") as depicted on the site plan attached hereto as Group Exhibit B ("**Plans**"); and

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

**WHEREAS**, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on August 26, 2024; and

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

1. The requested corner side yard setback variance to allow a portion of a third garage bay and reconfigured driveway to encroach into the setback will not alter the essential character of the neighborhood, the streetscape or the surrounding area. The entrance to the property from Green Bay Road will remain the same and the fence and landscape along the east property line adjacent to Green Bay Road which screen the property from views from the street, will remain and over time be enhanced.
2. The original siting of the house creates a unique condition that limits the options for modifications to improve the functionality of the site. These conditions are generally not applicable to other properties in the same zoning district.
3. Although the need for the variance results from the owners' desire to make modifications to the property, the proposed encroachment of a small portion of the garage and new hardscape into the corner side yard

setback is in part off set by the removal of existing hardscape from the corner side yard setback.

4. The variance, if granted, and the resulting in the encroachment of a small portion of a new third garage bay and reconfigured hardscape into the corner side yard setback will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or diminish property values.
5. The existing fence and landscaping screen views of the area of encroachment from the streetscape and neighboring properties.

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

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

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

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

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

**SECTION THREE: Zoning Setback Variance Granted.** Based on the findings presented above, the City Council does hereby grant approval of the requested variance to recognize the encroachment of the corner of the existing two car garage into the corner side yard setback as an existing condition, allow a small portion of the third garage bay to encroach into the setback no further than 4.5 feet and allow the hardscape to encroach into the corner side yard setback no further than 34 feet to support the reoriented garage.

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

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

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

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

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2024.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2024.

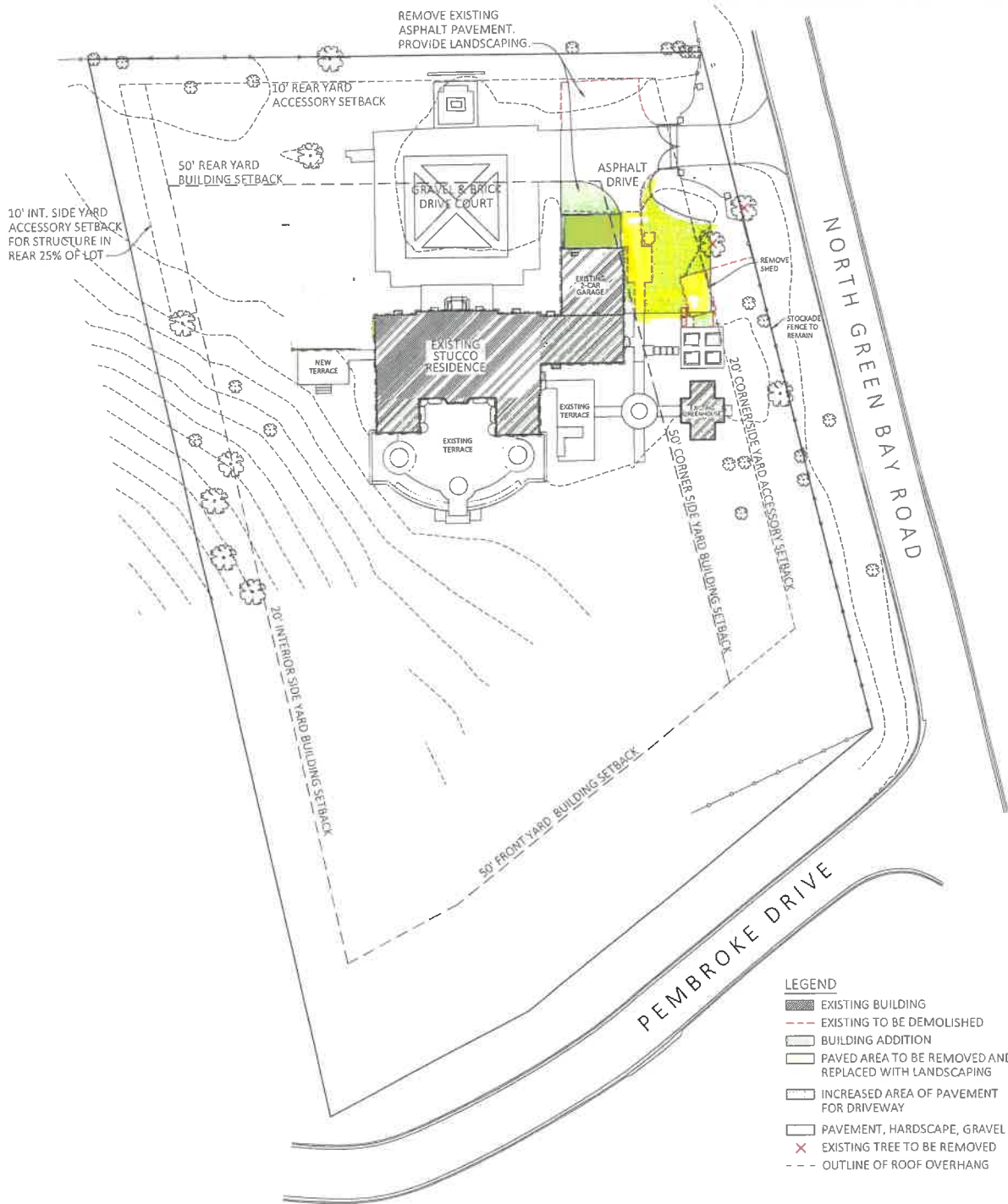
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**The Plans**



**SITE PLAN OF PROPOSED IMPROVEMENTS**  
Scale: 1" = 40'



**MELICHAR ARCHITECTS**  
THE PRACTICE OF FINE ARCHITECTURE

207 EAST WESTMINSTER  
P 847-295-2440 F 847-295-2451

LAKE FOREST, ILLINOIS 60045  
© 2024 MELICHAR ARCHITECTS

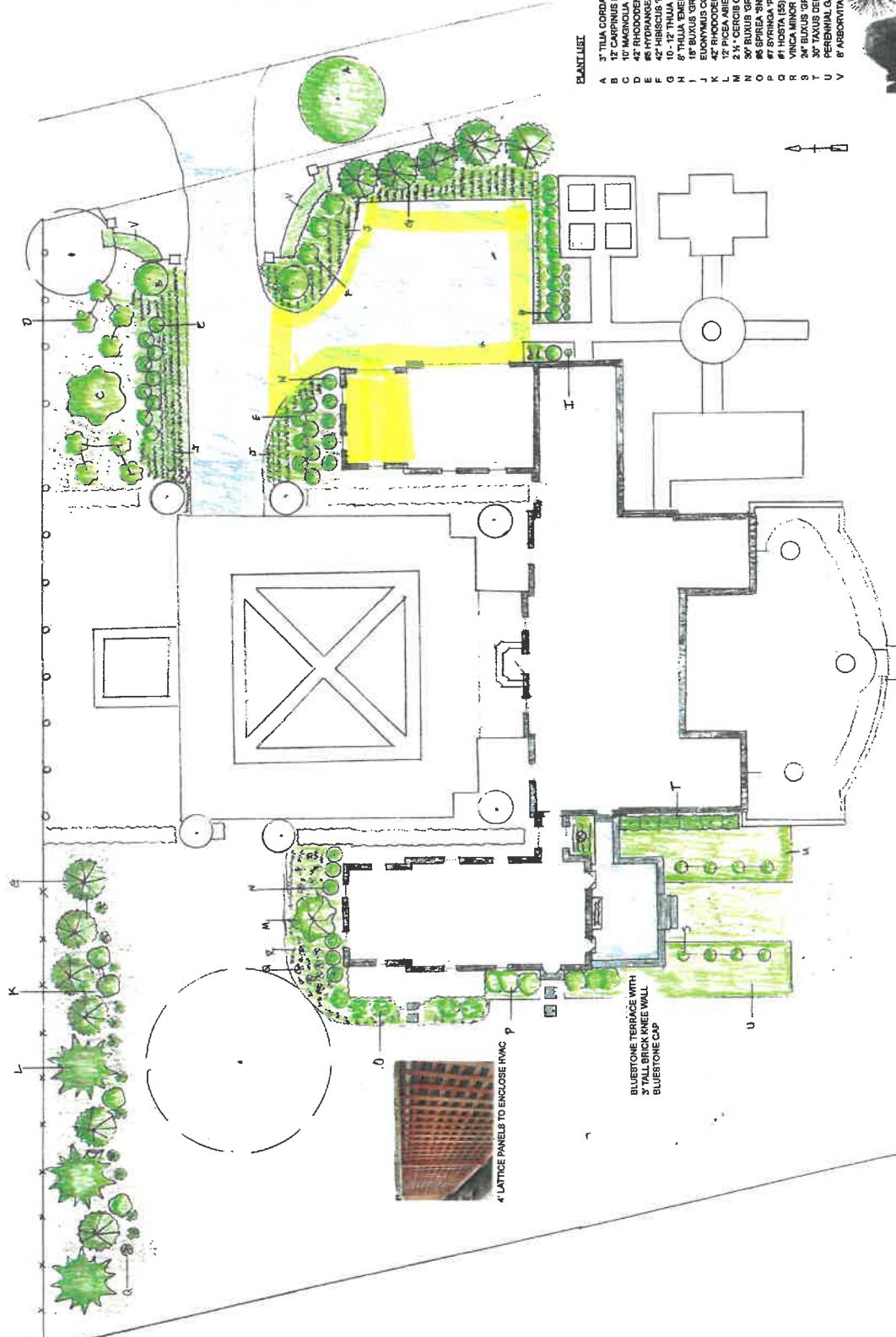
**DOSANJH RESIDENCE**  
ADDITIONS TO  
390 N GREEN BAY  
LAKE FOREST, IL

JOB NO.: 2037

ISSUE DATE: JULY 10, 2024  
(SUBMISSION)

# GROUP EXHIBIT B

## The Plans



**PLANT LIST**

- A 3" TILIA CORDATA GREENSPIRE (1)
- B 12" CARPINUS BETULUS FRANS FONTAINE (2)
- C 10" MAGNOLIA LOEBNERI 'LEONARD MESEEL' (1)
- D 42" RHODODERON 'BOURSAULT' (8)
- E #6 HYDRANGEA LITTLE LIME (18)
- F 10-12" TILIA GREEN GIANT (11)
- G 8" TILIA 'EMERALD GREEN' (11)
- H 18" BUXUS 'GREEN GEM' (8)
- I EUCONYMIUS COLORATUS
- J 42" RHODODERON 'CHIRONIDES' (8)
- K 2.5' CERIB CANADENSIS (1)
- L 30" BUXUS 'GREEN MOUNTAIN' (11)
- M #6 SPIREA 'SNOWBOUND' (5)
- N #7 SYRINGA 'PALIBIK' (8)
- O #11 HOSTA 'BO' 'DARTS BLUE'
- P 24" BUXUS 'GREEN VELVET' (8)
- Q 30" TAXUS DENSIFORMIS (8)
- R PERENNIAL GARDEN
- S 8" ARBORVITAE 'TECHNY' (10)



NO.	REVISION	BY	DATE	SCALE

1321 Monmouth Drive, Downers Grove, IL 60015 • (630) 940-3788 • Fax: (630) 940-8410

390 GREEN BAY ROAD





# THE CITY OF LAKE FOREST

Architecture & Engineering Design Services for  
New Police Station (Adaptive Reuse)

August 27, 2024



## FIRM OVERVIEW

We Have a Full Staff of Professionals in:

Aurora

Chicago

Cleveland

Davenport

Lafayette

Sawyer

St. Louis

Madrid, Spain



95%

Repeat  
Clients

8

Office  
Locations

150+

Employees

24/7

Service





# INTEGRATED SERVICES

## PLANNING

- Master Planning
- Site Planning
- Strategic Planning
- Campus Planning
- Capital Planning
- Phased Development Planning
- Capacity Analysis
- Planning for Sustainability
- Meta Design

## ARCHITECTURE

- New Construction
- Building Additions
- Renovations and Rehabilitations
- Sustainable / LEED Design

## INTERIOR DESIGN

- Space Planning
- Color and Material Selection
- Furnishing Inventory
- Sustainable / LEED Design
- Furniture Procurement Services
- Furniture Installation Management

## ENGINEERING

- Electrical Engineering
- Mechanical Engineering
- Plumbing Engineering
- Structural Engineering
- Forensic Engineering
- Sustainable / LEED Engineering Design
- Energy Modeling
- Renewable Energy Analysis
- Photovoltaic Design

## CONSTRUCTION

- Construction Management
- Design / Build Construction Delivery
- General Contracting Delivery
- Target Value Design & Construction
- Integrated Project Delivery
- Pre-Construction Services
- Cost Estimating
- Guaranteed Maximum Price Delivery
- Construction Administration
- Fixtures, Furniture, and Equipment Procurement
- Construction Logistics Analysis
- Constructability Analysis
- Value Engineering

## COMPREHENSIVE CONSULTATION

- Facilities Condition Assessments
- 3D Laser Scanning
- Thermal Imaging
- Drone Photography Analysis
- CAD Systems
- Virtual Design & Construction
- Development Proforma Analysis
- Referendum Outreach & Marketing
- Public Private Partnership Teaming
- Project Development Services
- Project Entitlement Services
- Space Needs Assessment
- Community Engagement
- Site Assistance
- Health Life-Safety Surveys
- ADA / Accessibility Surveys
- Life-Cycle Cost Analysis
- MEP Systems Condition Assessments
- Building Envelope Design & Evaluation
- Owner Representation
- LEED / WELL Building Design





- MWL Architecture for Public Safety & the Forensic Sciences
- 450+ Completed Public Safety Facilities in 46 States
- MWL has More Operating Police Facilities Than any Firm in North America



*Accommodating The Constraints Of Today,  
Encouraging A Vision Of Tomorrow*

**ESTABLISHED**

1995; 29 years in business

**WEB ADDRESS**

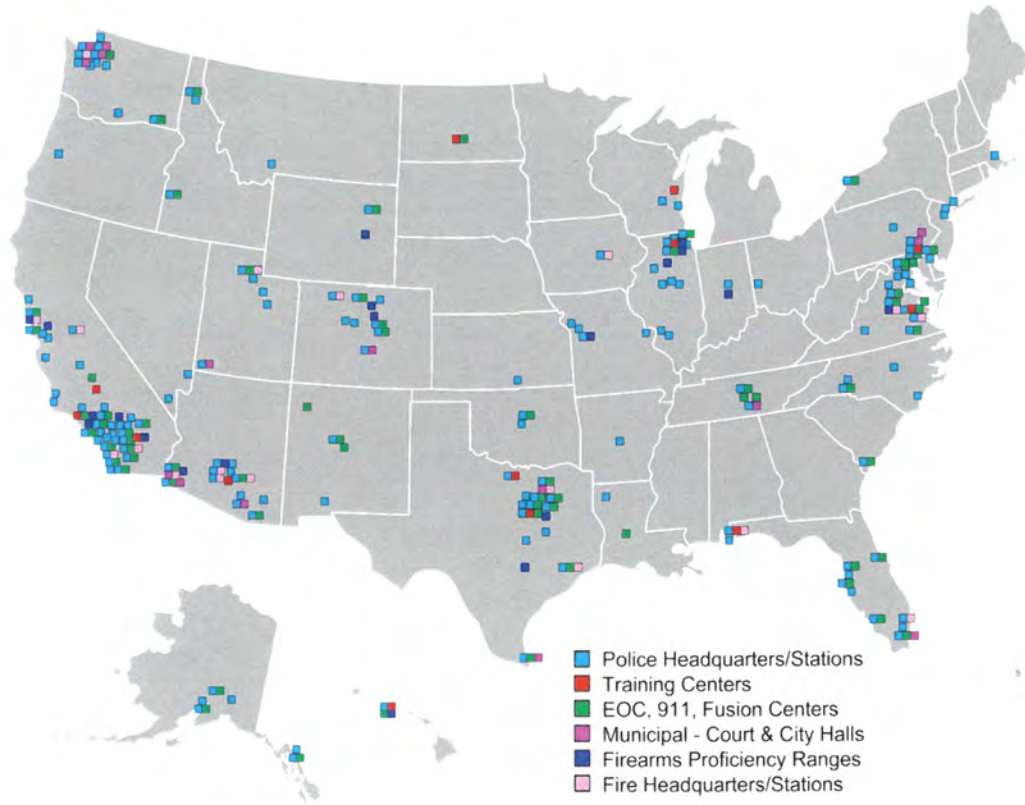
[www.mwlarchitects.com](http://www.mwlarchitects.com)

**EXPERTISE**

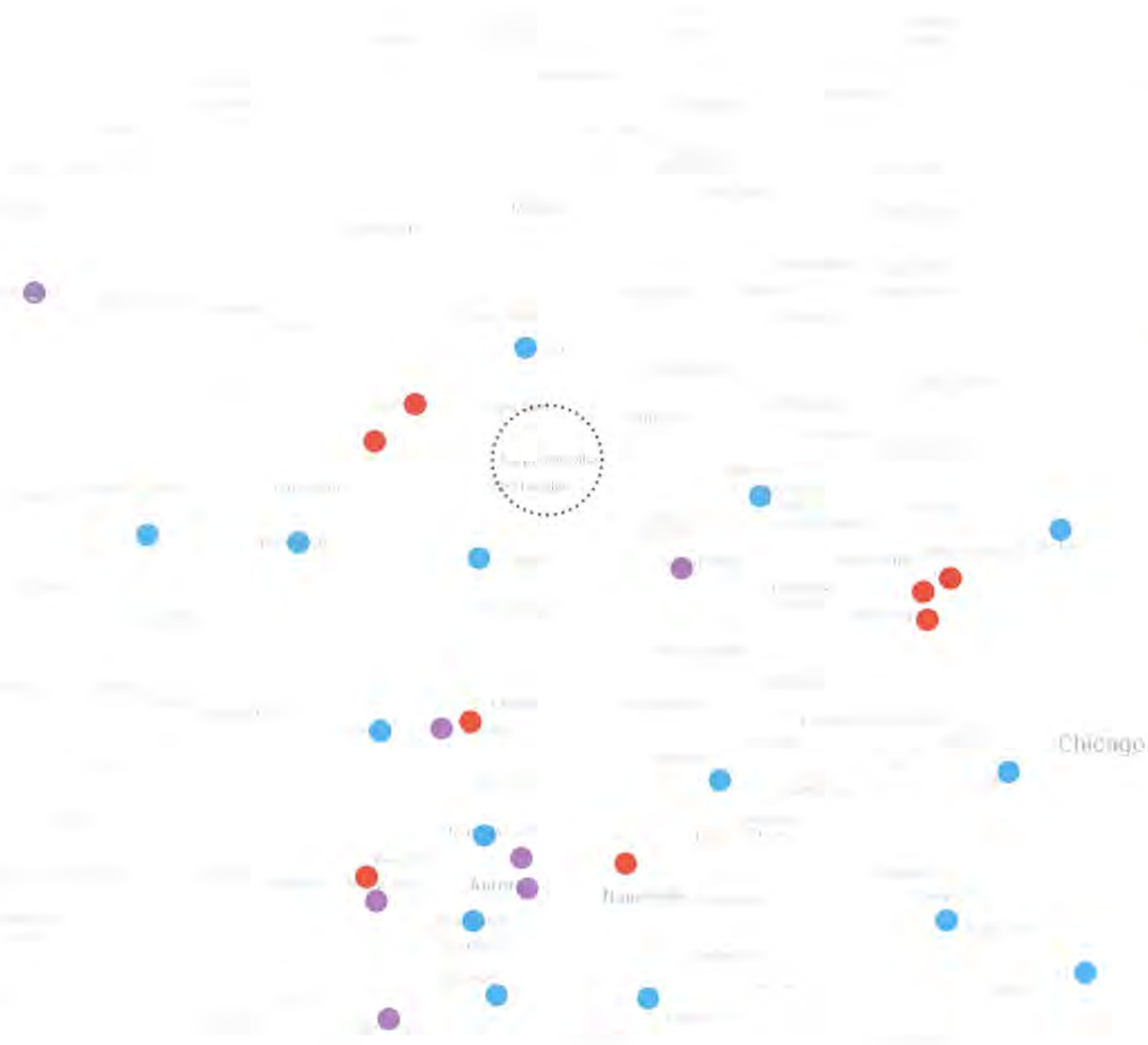
- Police & Fire Facilities
- Public Safety Training Facilities
- Property & Evidence Facilities
- Firearms Proficiency Training Ranges
- 911 / EOC Facilities
- City Halls
- Courts

# MWL MCCLAREN, WILSON + LAWRIE, INC.

Staff in: Arizona | Illinois | Virginia  
Architects in Public Safety







**CORDOGAN CLARK**

- HUNTLEY FIRE STATION #1
- HUNTLEY FIRE STATION #5
- KANE COUNTY MULTI-USE FACILITY
- NAPERVILLE FIRE STATION #9
- SUGAR GROVE PUBLIC WORKS
- PARK RIDGE FIRE STATION #35
- NORRIDGE PUBLIC WORKS FACILITY

**MWL**

- ELBURN POLICE STATION
- ARLINGTON HEIGHTS POLICE STATION
- NORTH AURORA POLICE HEADQUARTERS
- BURLINGTON PUBLIC SAFETY & SUSTAINABILITY CENTER
- ELGIN CC PUBLIC SAFETY TRAINING CENTER
- CHICAGO ENGINE COMPANY 115
- CICERO CITY HALL & POLICE STATION
- COLLEGE OF DUPAGE PUBLIC SAFETY TRAINING CENTER
- MONTGOMERY VILLAGE HALL & POLICE STATION
- OSWEGO POLICE STATION

**CORDOGAN CLARK & MWL**

- CITY OF AURORA POLICE & PUBLIC SAFETY HEADQUARTERS
- KANE COUNTY REGIONAL TRAINING FACILITY
- SCHAUMBURG POLICE CENTER RENOVATIONS
- SUGAR GROVE POLICE STATION
- YORKVILLE CITY HALL & POLICE HEADQUARTERS
- BELVIDERE/BOONE COUNTY PUBLIC SAFETY FACILITY

**NOT PICTURED MWL & CORDOGAN CLARK TEAM PROJECTS:**

- CITY OF EAST ST. LOUIS
- UIUC PUBLIC SAFETY BUILDING
- UIS PUBLIC SAFETY BUILDING
- WIU EMERGENCY OPERATIONS CENTER
- CITY OF AURORA POLICE HQ SPACE NEEDS 2024
- CITY OF AURORA FIRE STATION #4 & EMA HQ

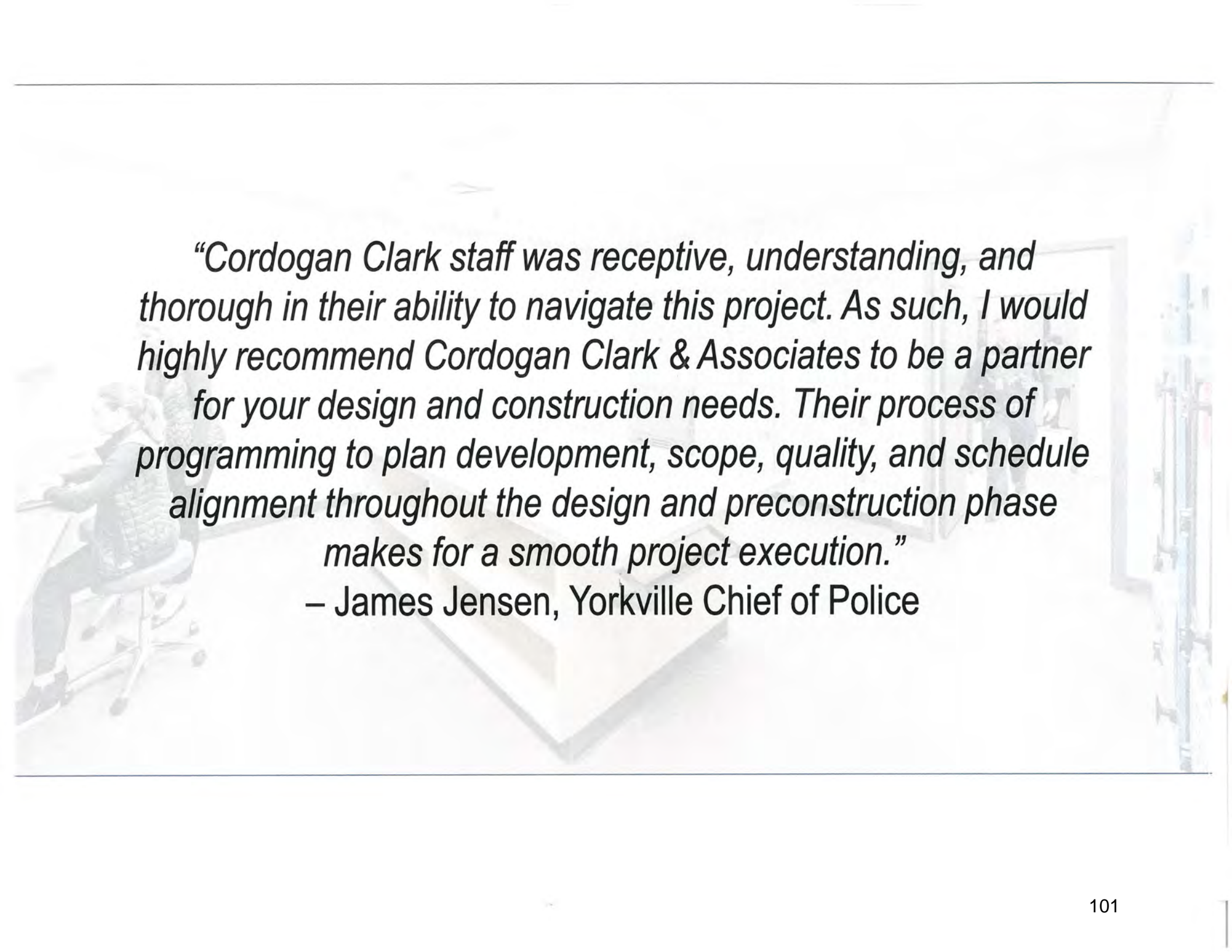
# RECENT CORDOGAN CLARK & MWL COLLABORATIONS



- City of Yorkville City Hall & Police Headquarters
- City of Aurora Police & Public Safety Headquarters
- City of Aurora Fire Station #4 & Emergency Management HQ
- East St. Louis Police Headquarters
- Western Illinois University Emergency Operations Center
- Village of Sugar Grove Police Station
- Belvidere / Boone County Public Safety Facility
- UIUC Public Safety Building
- UIS Public Safety Building
- Kane County Regional Training Facility

**Collaborating on Public Safety Projects Since 2008**  
**“We Like Working Together”**





*“Cordogan Clark staff was receptive, understanding, and thorough in their ability to navigate this project. As such, I would highly recommend Cordogan Clark & Associates to be a partner for your design and construction needs. Their process of programming to plan development, scope, quality, and schedule alignment throughout the design and preconstruction phase makes for a smooth project execution.”*

– James Jensen, Yorkville Chief of Police

# BEST PRACTICES FOR POLICE BUILDINGS

- Standards, Precedents & Accreditation Mandates
- Effective & Efficient Operational Work-flow
- Purpose Designed & Highly Flexible Spaces
- “Essential” Facility Needs
- Durability & Longevity / 24 Hours, 365 Days per Year
- Planning For Growth & Change





## PUBLIC SAFETY & CIVIC BUILDING CRITICAL SUCCESS FACTORS

- Function, Function, Function!
- Effective & Efficient Operational Flow & Functional Adjacencies
- Officer, Patron & Employee Safety
- Cost / Good Stewardship
- Professional Work Environment
- Appropriate & Effective Security Planning
- Transparency
- Planning for the Future

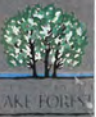




## STRATEGIES TO CONTROL COST

### ESTIMATING APPROACH

- Early & Continuous Cost Modeling Provides Team Valuable Scope Alignment Data
- **TARGET VALUE DESIGN & CONSTRUCTION**
- Estimating Accuracy & In-Depth Knowledge of Current Market Costs – Recent Success in a Volatile Bidding Environment
- Continuous & Systematic Reconciliation Process Throughout the Design Process



# TARGET VALUE DELIVERY



## DESIGN

The project with selection of materials, technologies and overall solutions that fit into the targeted budget



## ENGAGE

Key contractors, equipment suppliers and other consultants to help in estimating, developing cost effective solutions and owning the target budgets



## MONITOR

Continuous trending of costs to ensure the team is making adjustments to the final solution along the entire journey of the project



## WHY OUR TEAM

**1** Fully Integrated Design & Construction Team  
Specializing in Public Safety Work for 30+ Years

**2** Relevant Experience to Lead to Successful Outcomes

**3** History of Proven Success to Maximize Project Scope &  
Avoiding Budget Surprises