

**THE CITY OF LAKE FOREST
CITY COUNCIL AGENDA**
Tuesday, January 17, 2017 at
SPECIAL START TIME OF 6:00 PM
City Hall Council Chambers

Honorable Mayor, Donald Schoenheider

Catherine Waldeck, Alderman First Ward	Stanford Tack, Alderman Third Ward
Prudence R. Beidler, Alderman First Ward	Jack Reisenberg, Alderman Third Ward
George Pandaleon, Alderman Second Ward	Michelle Moreno, Alderman Fourth Ward
Timothy Newman, Alderman Second Ward	Raymond Buschmann, Alderman Fourth Ward

EXECUTIVE SESSION pursuant to 5ILCS 120/2 (c), (6), The City Council will be discussing the consideration for the sale or lease of property owned by the Public Body.

Adjournment into executive session

RECONVENE INTO REGULAR SESSION (Finance Committee Meeting) approximately 6:30pm

CALL TO ORDER AND ROLL CALL Immediately Following the Finance Committee meeting

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

- A. Mayor Schoenheider administers the Oath of Office to:
 - Fourth Ward Alderman-Appointed - - Raymond Buschmann
- B. Swear in Kevin Cronin as Deputy Fire Chief
- C. Swear in Matthew Penar as Battalion Chief
- D. Swear in Andy Rick as Lieutenant
- E. Swear in Police Officer Daniel Blaul
- F. Swear in Police Officer Acilja Golec

2. COMMENTS BY CITY MANAGER

3. COMMENTS BY COUNCIL MEMBERS
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PUBLIC WORKS

1. **2017 APWA Award Program- Forest Park Improvement Project**
-Chairman Catherine Waldeck, Public Works Committee
2. **Consideration of Post-Public Hearing Action relating to the Proposed Winwood Special Service Area.**

PRESENTED BY: *Catherine Waldeck, Chairman Public Works Committee*
STAFF CONTACT: *Michael Thomas, Director of Public Works (810-3540)*

On December 5, 2016, the City Council commenced and concluded a public hearing regarding the proposed Winwood Special Service Area. Under the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., the City Council is granted certain rights to modify the proposed special service area during the meeting following the conclusion of the public hearing, which is the January 17, 2017 Council meeting. This item is a placeholder for the City Council in the event it seeks to modify matters relating to the Winwood Special Service Area. Information and a potential Resolution for consideration are included on **page 22**, for City Council Tuesday evening.

3. **Consideration of an Ordinance Amending The City of Lake Forest Code, Section 150.384, "Sewage and Sewage Disposal" (Waive First Reading and Grant Final Approval)**

PRESENTED BY: *Catherine Waldeck, Chairman Public Works Committee*

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

PURPOSE AND ACTION REQUESTED: Over recent months, staff and the Public Works Committee have been discussing the City Code as it relates to the requirement for properties with septic systems to connect to the City's sanitary sewer. Although the vast majority of properties in the City are connected to the public sewer system, there are still a number of properties that are still using on-site septic systems for their waste water disposal.

As part of the on-going discussion, and in response to the fact that a very limited number of properties may have unique situations which make connection to the sewer a hardship, the Public Works Committee is recommending a process that would allow the City Council to consider an exemption on an individual basis. The exemption process would allow property owners who believe their property meets specific criteria, to request an exemption due to unique or otherwise compelling circumstances. If the exemption is granted, the property owner would not be required to connect to the public sewer system and would be permitted to continue to use an on-site septic system. However as proposed, the exemption would not be transferable. Any future property owner would need to follow the same process and apply for an exemption.

The proposed amendment showing the recommended changes to the Code, is included on **page 25** of the agenda packet for review and consideration by the City Council.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	1/4/17	Reviewed and Approved
Public Works Committee	12/5/16	Reviewed

BACKGROUND/DISCUSSION: The goal of providing public sanitary sewer throughout the community has been a policy of the City for decades. Chapter 150 of the City Code requires both residential and non-residential properties to connect to the City's sanitary sewer when the property is located within 500 feet (residential) or 1,000 feet (non-residential) of an existing sanitary sewer. Furthermore, the code requires that the connections be made within six months of the availability of the sewer.

Since March 2015, the Public Works Committee has been discussing how to provide sanitary sewer to the remaining neighborhoods and individual properties that are still served by onsite septic systems. The Committee recognized that providing sanitary sewers in these areas will provide development opportunities in some cases, improve property values, and benefit the long term public health and welfare of the larger community. Sanitary sewers were recently installed in the Regency Lane neighborhood and in the Knollwood Subdivision through the establishment of a Special Service Area ("**SSA**"). The City is currently proposing a SSA to support the installation of sanitary sewers in the Winwood Drive neighborhood, the only remaining subdivision without sewers.

During a meeting on January 4, 2017, the Committee affirmed its position that remaining neighborhoods and individual properties that are not yet connected to public sewer, should be and directed staff to enforce the City Code. Enforcing the Code means requiring residential properties located within 500 feet of an existing sanitary sewer to connect within the established time frames. Pursuant to this direction, and subject to City Council action tonight, a letter will be drafted which will be sent to owners of properties within 500 feet of the sanitary sewer in the coming month, informing them of the requirement to discontinue use of on-site septic systems and connect to the sanitary sewer. There are approximately 15 to 23 properties who will receive such a letter depending on the disposition of the Winwood SSA matter.

This past November, the City received a letter from a property owner on Winwood Drive requesting an exemption from the requirement to connect to the proposed sanitary sewer. Currently, the Code does not offer a process by which an exemption can be requested. Recognizing that additional properties may have unique circumstances that may warrant consideration of an exemption, City staff prepared amendments to the Code to provide an exemption request process. The amendments were reviewed and approved by the Public Works Committee. The criteria for an exemption focus on unique conditions or circumstances that may constitute a hardship for a particular property in complying with the Code.

BUDGET/FISCAL IMPACT: As was previously noted, any granted exemption would not be transferable. Future property owner(s) would need to follow the same process and apply for an exemption. In circumstances where a new sanitary sewer is proposed pursuant to a SSA, and an exemption petition by a property in the SSA Area has been denied, the property owner would be required to connect to the sewer and reimburse the City for its share of the project pursuant to the terms and conditions set forth in the establishing Ordinance for the SSA.

COUNCIL ACTION: Approval an ordinance amending The City of Lake Forest Code, Section 150.384, "Sewage and Sewage Disposal" (waive first reading, and grant final approval)

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

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. Approval of the December 5, 2016 City Council Meeting Minutes

A copy of the minutes can be found on **page 37**.

COUNCIL ACTION: Approval of the Minutes

2. Approval of Check Register for Period November 26-December 22, 2016

Fund	Invoice	Payroll	Total
General	557,254	1,171,268	1,728,522
Water & Sewer	87,889	138,908	226,796
Parks & Recreation	111,741	300,520	412,261
Capital Improvements	341,941	0	341,941
Motor Fuel Tax	0	0	0
Cemetery	23,697	25,077	48,775
Senior Resources	14,595	18,809	33,404
Deerpath Golf Course	18,123	1,261	19,384
Fleet	83,748	45,239	128,987
Debt Funds	10,397,341	0	10,397,341
Housing Trust	0	0	0
Park & Public Land	0	0	0
All other Funds	1,214,245	158,445	1,372,689
	\$12,850,573	\$1,859,527	\$14,710,100

3. Approval and Ratification of an Intergovernmental Agreement with the Illinois Department of Public Health for the City of Lake Forest's portion of the Death Certificate Surcharge Fund.

STAFF CONTACT: Margaret Boyer, City Clerk 847.810.3674

PURPOSE AND ACTION REQUESTED: City Staff is seeking approval and ratification of a previously executed Intergovernmental Agreement with the Illinois Department of Public Health for the City of Lake Forest's portion of the Death Certificate Surcharge Fund.

BACKGROUND/DISCUSSION: The City of Lake Forest serves in the role of Local Registrar for Lake Forest, Lake Bluff and the North Chicago VA. The Local Registrar processes Birth

Certificates, Death Certificates and Fetal Death Certificates. Each Local Registrar is required to keep track of the number of certified death copies issued by its office, and subsequently pays a fee to the Illinois Department of Public Health, Division of Vital Records. The money is deposited into the Death Certificate Surcharge Fund.

Subject to appropriation, twenty-five percent of the monies in the Death Surcharge Fund received may be used for expenses that support death registration, such as contractual costs, commodities/supplies, printing and/or equipment. In the past, the City's portion of the fund was distributed only after the City completed the Illinois Department of Public Health (IDPH) grant application.

In November 2016, the Illinois Department of Public Health recognized that the grant application process was not an appropriate fit for the distribution of funds and has developed a 5-year intergovernmental agreement allowing for a more efficient and timely distribution of funds.

The Illinois Department of Public Health will distribute FY15 and FY16 funds in FY17 and FY18 under this agreement, in subsequent years, Illinois Department of Public Health will annually distribute funds collected from the previous fiscal year. A copy of the executed agreement can be found beginning on **page 45**.

BUDGET/FISCAL IMPACT: The Illinois Department of Public Health has distributed an average of \$1,794.00 as the City of Lake Forests portion of the Death Certificate Surcharge Fund in previous fiscal years.

COUNCIL ACTION: Approval and Ratification of an Intergovernmental Agreement with the Illinois Department of Public Health for the City of Lake Forests portion of the Death Certificate Surcharge Fund

4. Approval to extend the City's Office Supplies Contract

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

PURPOSE AND ACTION REQUESTED: Staff recommends City Council authorization to extend the current contract with Warehouse Direct for City office supply purchases pursuant to an extension granted by the Suburban Purchasing Cooperative of the Northwest Municipal Conference.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	9/6/13	Awarded contract for office supplies to Warehouse Direct.
City Council	2/6/16	Approved extension through 12/31/16 consistent with the SPC extension.

BACKGROUND/DISCUSSION: In September 2013, the City Council approved a contract with Warehouse Direct for City office supply purchases. This contract was approved pursuant to a contract awarded by the Suburban Purchasing Cooperative (SPC) of the Northwest

Municipal Conference. The SPC extended its contract through February 28, 2018. As an active SPC participant, staff is seeking authorization to extend the contract through February 28, 2018 consistent with the SPC. The SPC announcement can be found beginning on **page 48**.

This joint purchasing initiative allows the City to benefit from competitive bid and discounted pricing without having to designate Warehouse Direct as an exclusive provider. Should departments find more advantageous savings through another source for a particular item, they may purchase from other suppliers.

BUDGET/FISCAL IMPACT: Office supplies are paid directly from department operating budgets and this action has no immediate fiscal impact. Office supply costs are included within individual operating budgets. The estimated total purchases for FY2017 is \$63,000.

COUNCIL ACTION: Staff recommends City Council approval to extend the existing contract for office supplies with Warehouse Direct through February 28, 2018, with the option for additional extension as determined by the Suburban Purchasing Cooperative of the Northwest Municipal Conference.

5. Approval of the Closure of the Route 60 Bridge Improvements Fund (Fund 314) and the Route 60 Intersection Improvements Fund (Fund 315), Refund of Excess Deposits to Project Participants, and Transfer of Remaining Monies to the Capital Improvements Fund

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

PURPOSE AND ACTION REQUESTED: Staff requests City Council approval of the closure of Funds 314 and 315 created to account for monies set aside for Route 60 Bridge Improvements and Route 60 Intersection Improvements, refund of excess deposits to participating agencies, and transfer of remaining monies (interest earnings in Fund 314) to the Capital Improvements Fund.

BACKGROUND/DISCUSSION:

Preliminary Engineering – Bridge Improvements (Fund 314)

In support of preliminary engineering for the widening of the Route 60 Bridge over I-94, a number of agreements were executed in 2003. These included an intergovernmental agreement (IGA) for the local agencies share and a cost share agreement between the City and Conway Park Owner's Association (CPOA). In May 2003, the City executed an IDOT funding commitment letter (dated 4/29/03) acknowledging that the City would reimburse IDOT 100% of the estimated Phase 1 engineering costs of \$900,000. In December 2016, IDOT billed the City for the costs associated with this project and the 2003 funding commitment in the amount of \$841,980.79.

Pursuant to the agreements executed in 2003, the City has held funds contributed for this project. Mettawa and the City of Lake Forest elected to defer payment of their obligations until the actual costs were incurred. The agreements pertaining to this project do not call for interest to accrue. With payment having been made to IDOT, this project fund may now be closed and refunds made to participants as follows:

**Preliminary Engineering Costs
Widening of Route 60 Bridge over I-94**

<u>Participant</u>	<u>Share</u>	<u>%</u>	<u>Actual Cost</u>	<u>Refund</u>
TAP Pharmaceuticals	300,000.00	33.33%	280,660.26	19,339.74
Abbott Laboratories	300,000.00	33.33%	280,660.26	19,339.74
Vernon Hills	35,000.00	3.89%	32,743.70	2,256.30
Lake County	50,000.00	5.56%	46,776.71	3,223.29
CPOA	160,000.00	17.78%	149,685.47	10,314.53
Mettawa	5,000.00	0.56%	4,677.67	n/a
City of Lake Forest	50,000.00	5.56%	46,776.71	n/a
	<u>900,000.00</u>	<u>100.00%</u>	<u>841,980.79</u>	

Route 60 Intersection Improvements (Fund 315)

In 2003, the CPOA concluded that installation of a continuous right turn lane from Route 60 to north bound I-94 from Field Drive, as well as improvements at the intersection of Route 60 and Field Drive and Saunders Road, were necessary for efficient access to and from Conway Park. Initially, IDOT agreed to fund 100% of the costs of installation of the right turn lane and 50% of the cost of the intersection improvements. In 2003, the City and CPOA executed an agreement whereby CPOA contributed \$500,000 (40% plus contingency) to fund its share of the costs not paid by IDOT.

In 2005, the City and OPUS North Corporation executed an agreement related to the Route 60 and Saunders Road Intersection improvements. Exhibit G to this agreement provides the Engineers Opinion of Probable Roadway Cost and designates the portion attributable to IDOT, with the remaining costs shared by OPUS (65%) and CPOA (35%).

Both agreements note that if grants are obtained, CPOA and OPUS are to receive a proportionate share of the grants applied toward their commitments and any repayments of funds pre-paid are to be made with interest.

The City was successful in obtaining grant funding of a considerable portion of these costs. Out of pocket costs, net of grant funding received, has totaled \$372,119.29. The City has been unable to obtain written confirmation of project closeout from IDOT. Should funds remaining on deposit with the City be refunded, out of pocket costs would be allocated and netted against pre-paid funds. Estimates as of December 31, 2016 are that CPOA is due an additional refund of \$34,718.81 (\$375,000 has already been refunded to CPOA) and OPUS is due a refund of \$375,659.05.

BUDGET/FISCAL IMPACT: Refunds due project participants as outlined above are budgeted in Funds 314 and 315 for Fiscal Year 2017. Upon closeout of these funds, the net monies remaining (\$149,031.49 in Fund 314 and \$-7,809.37 in Fund 315) will be transferred to the Capital Improvements Fund.

COUNCIL ACTION: Approval of the Closure of the Route 60 Bridge Improvements Fund (Fund 314) and the Route 60 Intersection Improvements Fund (Fund 315), Refund of Excess Deposits to Project Participants, and Transfer of Remaining Monies to the Capital Improvements Fund

6. Consideration of Extension of a Contract Relating to Completion of the Clean-up of the City's Former Municipal Services Site.

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

PURPOSE AND ACTION REQUESTED: Approval is requested to authorize the City Manager to approve an extension to the existing contract with Jacob & Hefner Associates (JHA) for services related to the clean-up of the former Municipal Services site located on the northwest corner of Laurel and Western Avenues.

BACKGROUND/DISCUSSION: In February, 2015, the City Council directed that the environmental cleanup of the former Municipal Services site get underway. The cleanup work included testing and investigation, demolition of all of the above ground structures, removal of all known underground slabs, foundations and tanks, hauling of impacted soils, removal of utilities and preparation and filing of the necessary reports in order to obtain a letter of No Further Remediation. A No Further Remediation Letter was received by the City in September, 2016.

To date, the Council has authorized, through a series of three contract extensions, payment not to exceed \$259,153.50 to JHA. Payments to date total \$253,731.24.

To cover costs related to obtaining and properly filing the Letter of No Further Remediation, estimated to be \$38,000, authority to extend the contract with JHA is requested. A not to exceed amount of \$48,000 is requested to, in combination with the remaining amount from the earlier contract, cover costs related to JHA's continuing involvement in reviewing and verifying costs incurred by Focus Development for unforeseen environmental cleanup work on the site that is the responsibility of the City is included in the request. Unforeseen work includes underground tanks, slabs and partial foundations that pre-date the City's use of the property discovered by Focus as construction has proceeded, and the costs of associated cleanup work.

BUDGET/FISCAL IMPACT: The cost of the site cleanup is reimbursable through funds generated by the TIF District.

Authorization to approve a contract extension for the following amount is requested.

FY2017 Funding Source	Amount Budgeted	Amount Requested	Budgeted Y/N
Laurel and Western TIF Fund #322-2501-499-77-05	\$1,548,469	JHA Not to Exceed \$48,000	Yes

COUNCIL ACTION: Authorize the City Manager to enter into a contract extension with Jacob & Hefner Associates for an amount not to exceed \$48,000.

7. Approval of Contracts to Perform Design and Professional Engineering Services for the Deerpath Golf Course Renovation Project

STAFF CONTACT: *Chuck Myers, Superintendent of Parks, Forestry & Golf (847-810-3565)*

PURPOSE AND ACTION REQUESTED: Staff requests approval of contractual agreements with Lohmann Golf Design and V3 Companies to perform design and professional engineering services for the Deerpath Golf Course Renovation Project.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Finance Committee	11/14/16	Discussion of various options for funding Deerpath Golf Course improvements
Finance Committee	11/09/15	Discussed the recommendation to have Lohmann Golf Design prepare a Master Enhancement Plan for the Golf Course

BACKGROUND/DISCUSSION: On November 9, 2015, the City's Finance Committee discussed the recommendation by the Golf Advisory Committee (Chaired by Alderman Tim Newman) to have Lohmann Golf Design prepare a Master Enhancement Plan for the Deerpath Golf Course. The Master Enhancement Plan was completed in the spring of 2016. Since then, planning has been underway to determine the best strategy to implement the plan.

A number of improvements have been identified for completion in 2017/2018, as per the Master Enhancement Plan, they include: fairway drainage improvements, installation of a continuous cart path, and tee improvements and adjustments. In order to start the projects later in 2017, it is necessary that all design and construction documents be completed in early 2017.

Lohmann Golf Designs, Inc. has submitted a proposal for services to assist the City of Lake Forest in the preparation of construction drawings, specifications, bidding and construction observation for improvements to the course. Lohmann has been involved with this project from the beginning and will be a vital part in assuring that the Master Plan is implemented as intended. In addition, there is a need to enlist a civil engineering firm to work with Lohmann on the creation of the construction documents and ensure that all required permits are secured for the project. Some preliminary work has already been completed; including a Wetland Delineation in October, followed by a Jurisdictional Determination from the Lake County Stormwater Management Commission and a Drainage Investigation Report. This is a key first step in the permitting process and it will position the selected engineering firm with the information needed to design upgrades and eventually submit for permits.

BUDGET/FISCAL IMPACT: The proposal from Lohmann Golf Design was reviewed by City staff and found to be acceptable. Given the successful working relations on the Master Enhancement Plan, staff recommends that Lohmann continue with its implementation. Per section 9.0-K of the City's purchasing directive, staff is requesting waiving the formal request for proposals and evaluation process, and is recommending Lohmann Golf Design to perform these services. The full proposal by Lohmann Golf Design can be found beginning on **page 50** of your packet.

City staff issued a Request for Proposals (RFP) for engineering services on December 7, 2016. The purpose of the RFP was to establish a contract between The City of Lake Forest (should the City Council so authorize) and a qualified professional consulting firm to provide Engineering Services for the Deerpath Golf Course Renovation Project. The work includes collaboration with the Project Manager and Golf Course Architect (Lohmann Golf Designs, Inc.), in the construction planning, documentation and permitting of upgrades to the golf course.

The following proposals were received on December 22, 2016:

Company Name	Dollar Amount Bid
V3 Companies	\$26,500
HLR	\$29,500
Hey and Associates, Inc.	\$51,600
Bleck Engineering Company	\$59,000
Daniel Creaney Company	\$69,960
Manhard Consulting	\$80,100
Accurate Group, Inc.	\$82,110

City staff is recommending V3 Companies to perform engineering services for the Deerpath Golf Course Renovation Project. V3 Companies has extensive experience in floodplain/floodway, wetland and erosion control permitting and has worked on several similar golf course improvement projects in the region.

The non-budgeted contracts with Lohman Design and V3 Companies will be funded by advancing amounts to be budgeted in the FY2018 annual budget.

Below is an estimated summary of Project budget:

FY2017 Funding Source	Vendor Contract	Amount Budgeted	Amount Requested	Budgeted? Y/N
Golf Course Fund (Advance of FY18 Budget Allocation)	Lohmann Golf Design	\$0	\$57,440	N
Golf Course Fund (Advance of FY18 Budget Allocation)	V3 Companies	\$0	\$29,150*	N

* Amount requested includes a 10% contingency for additional unforeseen services.

If necessary, a FY2017 supplemental appropriation will be submitted for City Council approval at the end of the year.

The anticipated project implementation timeline is as follows:

- Plan development Jan 2017 to Mar 2017
- Permit application(s) Feb/March 2017
- Project bidding April 2017
- Project start September 5, 2017

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

Acknowledge the exception noted in Section 9.0-K of the City's Purchasing Directive and approve an agreement with Lohmann Golf Design to perform services to complete construction drawings, specifications, bidding and construction observation in the amount of \$57,440.

AND

Approve recommendation by City staff to accept the proposal and award a contract to V3 Companies to perform engineering services in the amount of \$29,150, which includes a 10% contingency.

8. Approval of various items relating to the Lake Forest Metra Station – Union Pacific North Line Interior Renovation Project for Federal Participation through the Illinois Transportation Enhancement Program

STAFF CONTACT: *Mike P. Strong, Assistant to the City Manager (810-3680)*

PURPOSE AND ACTION REQUESTED: Staff is requesting consideration and approval of various items relating to the interior renovation of the Lake Forest Metra Station – Union Pacific North Line facility main depot building in downtown Lake Forest ("**Project**"). Pursuant to the Illinois Transportation Enhancement Program ("**ITEP**") requirements, a Local Agency Agreement between the City and the Illinois Department of Transportation ("**IDOT**"), along with a Consultant Agreement for the Phase III construction engineering services, are required to be executed and submitted for federal participation.

Additionally, a resolution certifying that the City has authorized the expenditure of funds for its 20% contribution is also required. These documents have been prepared and are included in this packet for review and consideration by City Council for this Project.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	1/4/17	Resolution and Agreements Reviewed and Approved

BACKGROUND/DISCUSSION: The City has received Illinois Transportation Enhancement Program ("**ITEP**") grants, administered by IDOT, totaling over \$2.07 million for this project. The ITEP grant program offers an 80/20 grant, meaning the City is reimbursed 80% for every dollar that is spent on projects funded by the program. In addition to these funds, the City and Metra will have contributed a combined total of roughly \$764,000 to the project when it is complete. Due to the costs associated with the work, the City has opted to complete the Project in separate stages, as outlined below:

- Stage 1 – Restoration of the roof consistent with the original design of the train station, to include slate, restoration of dormers, and hipped roof elements, and removal of non-architecturally significant features.
- Stage 2 – Restoration and repair of the exterior wood and stucco, and masonry.

- Stage 3 – Interior renovation of restrooms, new tile flooring, fire protection, minor electrical and mechanical upgrades, and other commuter comfort and station enhancements.

The roof was replaced in 2012, and the exterior restoration stage is in the process of being closed out. Staff will present a final summary and budget for the exterior improvements, along with a final supplement for additional construction engineering services during the next scheduled City Council meeting.

In October 2015, the City entered into a contract with Alfred Benesch & Company/Legat Architects to complete the Phase II design engineering services for the final stage of this Project. Based on the pre-final design cost estimates provided earlier this summer, and a forecasted remaining grant balance of roughly \$285,000 in ITEP funds, staff realized there would be a roughly \$160,000 shortfall to fund the entire Stage 3 phase of the Project. Therefore, the scope of work for the interior improvements have been reduced to only include the relocation and expansion of restroom facilities in the general area of the tenant space on the south end of the building. The City is actively seeking additional outside funding sources to support those improvements that will not be covered under the ITEP grant program.

Final bid documents for this scope of work are in the process of being reviewed by IDOT and the Federal Highway Administration, and are planned to be posted in early February 2017, with a bid letting date of March 10, 2017.

BUDGET/FISCAL IMPACT: Similar to the recent exterior improvements that were completed, IDOT requires an engineer that is certified in IDOT documentation to perform Phase III construction engineering for ITEP funded projects. The City has received two proposals for the Phase III construction engineering services for this project from firms that have personnel that are certified in IDOT documentation, which include:

Firm	Total Proposal Amount
Alfred Benesch & Company	\$71,419.10
GeWalt Hamilton Associates	\$64,799.33

Per section 9.0-K of the City's purchasing directive, staff is requesting to waive the formal request for proposal and evaluation process. With the Phase III construction engineering services being performed by GeWalt Hamilton Associates during the exterior improvement stage of this project, they are very familiar with the construction oversight and documentation that is required for this type of grant-funded project.

To this end, staff is requesting 1) that City Council acknowledge the exception noted in Section 9.0 K of the City's Purchasing Directive and approve an agreement with GeWalt Hamilton Associates for the Phase III construction engineering services for this project in the amount of \$64,799.33, and 2) Authorize the Mayor and City Manager to execute the corresponding Local Agency Agreement for Federal Participation, and Consultant Agreement for Federal Participation, which are standard agreements between the City and IDOT that stipulate the division of cost (80/20) and general conditions for the use of federal grant funds. Copies of the Agreements can be found starting on **page 57**.

Lastly, the utilization of ITEP funds and participation in the grant program requires that a resolution, committing to the expenditure of funds to cover the local amount, is approved by the Corporate Authorities. The resolution certifies that the City has authorized the expenditure of these funds to commit toward its 20% contribution. With a projected remaining ITEP funding balance (eligible toward 80% of costs) of \$284,981.09, the maximum allowable project budget for the interior improvements is \$356,226.36. The estimated City share (20%) would be \$71,245.28. Staff will provide an updated project budget to the Public Works Committee and City Council sometime in March after the project letting date. A copy of the Resolution has also been included on **page 77**.

City staff will be present at the January 17, 2017, City Council meeting to answer any questions.

COUNCIL ACTION: Staff is requesting City Council approval of the following items:

1. Acknowledge the exception noted in Section 9.0 K of the City's Purchasing Directive and approve an agreement with GeWalt Hamilton Associates for construction engineering services in the amount of \$64,799.33, including a 10% contingency amount of \$6,479.93 for any unforeseen circumstances with the project.
2. Authorization for the Mayor and City Manager to execute the Local Agency Agreement and Consultant Agreement for Federal Participation, and any other such documents related to the advancement and completion of this project.
3. Approval of a Resolution committing to the expenditure of funds for the Phase III construction engineering and construction costs related to the Lake Forest Metra Station Union Pacific North Line Interior Renovation Project. (Approve by Motion)

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

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

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

972 Beverly Place - The Building Review Board recommended approval of additions and exterior alterations to the existing residence. The Lake Forest Preservation Foundation presented testimony in support of the project. (Board vote: 7-0, approved)

145 S. Green Bay Road - The Building Review Board recommended approval of an entrance and lobby addition and alterations to the west elevation of the Gymnasium, the south wing, of the Lake Forest Country Day School. No public comments were presented on this petition. (Board vote: 7-0, approved)

The Ordinances approving the petitions as recommended by the Building Review Board, with key exhibits attached, are included in the Council packet beginning on **page 78**. The Ordinance, complete with all exhibits, is available for review in the Community Development Department.

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

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

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

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

677 Spruce Avenue – The Zoning Board of Appeals recommended approval of front and side yard variances to allow the addition of a front portico and expansion of the garage as part of the overall rehabilitation of the existing residence. No public testimony was presented on this petition. (Board vote: 6 - 0, approved)

The Ordinance approving the petition as recommended by the Zoning Board of Appeals, with key exhibits; is included in the Council packet beginning on **page 96**. The Ordinance, complete with all exhibits, is available for review in the Community Development Department.

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

COUNCIL ACTION: Approval of the ten (10) Omnibus items as presented

6. ORDINANCES

1. Consideration of a Recommendation from the Plan Commission in Support of Actions Related to Tentative Approval of the 770 Westleigh Road Planned Preservation Subdivision. (If desired by the Council, Grant First Reading of An Ordinance and Grant Approval of the Tentative Plat of Subdivision by Motion)

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

PURPOSE AND ACTION REQUESTED: Consideration of a recommendation from the Plan Commission in support of 1) first reading of an Ordinance approving a zone change from R-5 to R-4; and 2) approval of the tentative plat of subdivision for the proposed 770 Westleigh Road Planned Preservation Subdivision.

BACKGROUND/DISCUSSION: This petition proposes development of a portion of a 22 acre parcel located on the north side of Westleigh Road, between Stable Lane and Wallace Road. The property is owned by the Lake Forest Open Land Foundation and was acquired by Open Lands about nine years ago, specifically for the purpose of assuring that the property would be developed in a manner that preserves and protects the significant natural resources on the property including woodlands, prairie and wetlands. Nearly 17 acres of the property will be preserved as open space and will not be subject to future development.

A 9-lot Planned Preservation Subdivision is planned for just over five acres of the 22 acre property. The development cluster is proposed generally on the southern part of the property, the portion of the property that is already developed with a house, garage and hardscape, all of which will be removed as part of the proposed development. Materials from existing garden walls and other features will be reused and incorporated into the new development. The proposed cluster development will offer nine single family building lots of about one-third of an acre in size. The smaller lots, in a unique setting, are intended to provide a different housing product in the community, with homes of up to 3,500 square feet, on a private road, surrounded by a nature preserve. The property is located in the Historic Residential Open Space Preservation Overlay District which makes a conservation development, with clustered lots and extensive preserved open spaces, possible.

To achieve the proposed development, a zone change from R-5 to R-4 is required. This property currently stands as a lone R-5 parcel in the midst of an area that is zoned and developed under the R-4 zoning district. The R-5 zoning, which carries with it a three acre minimum lot size, remains on this parcel because the property was in the ownership of one family for many decades until it was acquired by Open Lands. Approval of the tentative plat will authorize the property owner, in partnership with a developer, currently identified as The Janko Group, to proceed with the preparation of final engineering plans and the final plat of subdivision.

The Plan Commission held a public hearing on this petition over the course of three meetings. At those meetings, the Commission heard presentations from the petitioner, the petitioner's consultants and heard public testimony. The key questions focused on density, lot size, access into the development, drainage and buffering views from the Westleigh Road streetscape and from neighboring homes to the new homes and to the trail through the nature preserve.

Over the course of the meetings, the petitioner provided additional information, responded to questions and presented revised plans to address the concerns that were raised. Importantly, to address concerns about preservation of the Westleigh Road streetscape, the tentative plat was revised to push the development cluster slightly deeper into the property, increase the setbacks for the homes and establish a Conservation Easement along the Westleigh Road frontage. The proposed Ordinance, the Plan Commission's report, along with an excerpt of the minutes from the last Plan Commission meeting on December 14, 2016, are included in the Council packet beginning on **page 104**.

At the conclusion of the Plan Commission's third meeting on this petition, the Commission concluded that all of the applicable requirements and criteria were satisfied for tentative approval and voted 4 to 0 to recommend first reading of an Ordinance approving a zone change to R-4 and approval of the tentative plat of subdivision. The Commission

commended the development approach to the property. Tentative approval is valid for 12 months from the date of Council approval with an option for extension.

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

Grant first reading of an Ordinance rezoning the 22 acre parcel from R-5 to R-4.

AND

Approve a motion granting tentative approval of the 770 Westleigh Road Planned Preservation Subdivision subject to the conditions of approval as recommended by the Plan Commission and as detailed in the Plan Commission's report.

2. Consideration of a Recommendation from the Plan Commission in Support of Amending the Special Use Permit for Northwestern Lake Forest Hospital to Approve Updates to the Previously Approved Master Plan. (Waive First Reading and Grant Final Approval of an Ordinance.)

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

PURPOSE AND ACTION REQUESTED: The City Council is asked to consider a recommendation from the Plan Commission in support of updating the previously approved Hospital Campus Master Plan to 1) reflect the final site plans that were approved for the Central Campus and the conditions as currently being built out and 2) further define parameters for future redevelopment of the South Campus.

BACKGROUND AND DISCUSSION: In September, 2011, the Plan Commission began consideration of a new Master Plan to guide the revitalization of the hospital campus. After many months of review, public input and deliberation by the Plan Commission and City Council; the Master Plan, along with a Special Use Permit, was approved by the City Council on October 1, 2012. Following approval of the plan, an advisory committee appointed by the City Manager, worked closely with the hospital team and City staff to review the final detailed plans to assure that they closely aligned with the parameters of the approved Master Plan. Today, build out of the new hospital on the Central Campus is well underway with occupancy of some parts of the facility scheduled for this fall.

The Plan Commission recently considered a request from the hospital to approve updates to portions of the Master Plan at a public hearing over the course of two meetings. In November, 2016, the Commission heard a presentation from the hospital team, listened to public testimony and raised a number of questions and concerns. At the December, 2016, meeting, the hospital team responded to the questions and concerns identified at the previous meeting and provided additional details as requested. The key issues discussed included: concerns about the relocation of the Support Services Facility (maintenance facility) on the Central Campus, drainage, screening from neighboring residential properties, the realignment of at the north/south road through the South Campus and the anticipated demolition of all, or a significant portion of the existing hospital.

After hearing additional public testimony and further deliberation, the Commission voted 6 to 0 to recommend approval of updates to the Master Plan as proposed by the hospital, subject to conditions of approval as detailed fully in the Ordinance and as summarized below.

- The height of the east end of the berm shall be increased.
- Additional plantings shall be added to the berms.
- Views into the hospital campus from the Westmoreland and Waukegan Road intersection shall be monitored as the work on the Central Campus is completed and as vegetation begins to mature to evaluate whether the plantings provide adequate screening.
- Plantings in the buffer area located along the west property line of the South Campus shall be maintained and enhanced as needed on an ongoing basis.
- Plans for future buildings and detailed site plans shall be subject to review through a process as directed by the City Manager.
- A final plan for memorializing the existing hospital through preservation of some portion of the hospital or some alternate approach shall be subject to review through a process as directed by the City Manager.
- As portions of the existing hospital building are vacated, a lighting reduction plan shall be developed by the hospital to reduce off site light impacts while still meeting safety and security needs.

The ordinance, Plan Commission report and an excerpt from the Plan Commission and an excerpt from the minutes of the Plan Commission meeting are included in the Council packet beginning on **page 126** for additional information.

COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading and grant final approval of an Ordinance amending portions of the Northwestern Lake Forest Hospital Campus Master Plan, approved in 2012, to reflect the approved site and building plans and as-built conditions and to establish further parameters to guide the future of the South Campus.

7. ORDINANCES AFFECTING CODE AMENDMENTS
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1. Consideration of an Ordinance Amending Chapter 159.042 of the City Code, as Recommended by the Zoning Board of Appeals. (First Reading)

*PRESENTED BY: Catherine Czerniak,
Director of Community Development - 847-810-3504*

PURPOSE AND ACTION REQUESTED: Consideration of a recommendation from the Zoning Board of Appeals in support of clean-up amendments to Chapter 159.042, "Zoning Board of Appeals".

BACKGROUND: In January, 2015, the City Council approved an Ordinance adopting an updated City Code. Since that time, various Boards and Commissions, City staff and the City Attorney's office continue to review each chapter of the Code and recommend revisions to 1) reflect current practices and policies, and 2) to provide clarification, general clean-up of language and reorganization where appropriate.

The proposed amendments to 159.042 do not involve substantive changes to the Code and reflect only a few minor clean-up edits. The ordinance is presented to the Council for first reading at this time.

Chapter 159.042, with the proposed revisions, is included in the Council packet beginning on **page 155**.

COUNCIL ACTION: Grant first reading of an Ordinance Amending Chapter 159.042 of the City Code, as Recommended by the Zoning Board of Appeals and Plan Commission.

8. NEW BUSINESS

1. Consideration of a Proposal from Teska Associates Inc. to Conduct an Evaluation of the City's Building Permit Issuance and Plan Review Process.

PRESENTED BY: *City Manager, Robert Kiely, Jr., and
Director of Community Development
Catherine Czerniak (810-3504)*

PURPOSE AND ACTION REQUESTED: In 2006, the City engaged an outside consulting firm to evaluate the City's building permit and plan review process and present recommendations on improving the efficiency and the effectiveness of the City's process. Now ten years later, it is appropriate to revisit these functions and consider opportunities to implement best practices and technological enhancements to better serve residents, builders, realtors and other constituent groups.

BACKGROUND/DISCUSSION: In 2006, Zucker Systems was engaged by the City to complete a comprehensive evaluation of the City's building permit and plan review process. The engagement was prompted following comments and concerns raised within the community about the challenges of the City's processes and perceived time delays in getting permits reviewed and approved. The final report recommended a number of procedural changes that have been implemented to simplify the process.

In June, 2016, The Mayor, City Manager and Director of Community Development met with members of the real estate community to listen to their concerns about the current real estate market and challenges for selling homes in Lake Forest. One issue raised during the course of the meeting was the complexity and length of time involved of the City's building review and approval process. In light of the City's recent efforts to promote the community, it is imperative that we insure that we have not created unintended barriers to people looking to move to Lake Forest.

As proposed, Teska would undertake a comprehensive review of our current rules and procedures, meet with builders, realtors, staff and other interested parties, and compare our procedures with other like communities to prepare a list of recommendations. A final report would be presented to the City Council upon completion of their work. A copy of their work proposal is attached beginning on **page 162**.

BUDGET/FISCAL IMPACT: This item was not budgeted for in FY2017. The expense will be charged to the City Council's Contingency Account.

Below is an estimated summary of Project budget:

FY2017 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
City Council Contingency	0	\$24,900	N

COUNCIL ACTION: Authorize the City Manager to enter into a contract with Teska Associates, Inc. for an amount not to exceed \$24,900 to conduct an evaluation of the City's building permit and plan review process.

2. Consideration of Recommendations from the Plan Commission, Building Review Board and the Property and Public Lands Committee in Support of Various Actions Related to the McKinley Road Redevelopment Project. (Approval of a Resolution)

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

PURPOSE AND ACTION REQUESTED: Council consideration is requested of recommendations in support of redevelopment of the area located east of McKinley Road and south of Westminster. A Resolution, which details the extensive public review of this petition to date, is presented for Council consideration. The Resolution incorporates recommendations from the Plan Commission, Building Review Board and the Property and Public Lands Committee. Action is requested to 1) approve a Master Plan for the redevelopment area, 2) approve a plat of consolidation and an easement for a new east/west private road, 3) conditionally approve the architectural design of the first building, and 4) approve a Term Sheet in support of a land swap with the developer.

BACKGROUND/DISCUSSION: The redevelopment area is located across from the train station and north of the Church of the Covenants and the Lake Forest Library. This area is currently developed with three office buildings. The two northernmost office buildings, 721 and 725 McKinley Road, are proposed for demolition in the initial phase of redevelopment. A single residential condominium building is proposed on these two parcels. The southernmost office building, 711 McKinley Road, is proposed to remain in the short term, to allow current tenant leases to play out, to provide the opportunity for the developer to assess the demand for different types of residential units and to make the project financially feasible.

The three office parcels are adjacent to a City owned property to the east, 361 E. Westminster. The City Council previously identified this property as surplus property and directed the Plan Commission to make a recommendation on how the City parcel could best be used going forward. After deliberation over the course of three public meetings, the Commission voted unanimously to recommend that the City parcel be incorporated into a Master Plan for redevelopment of the area. The Property and Public Lands Committee stated support for this approach. The Master Plan is included in the Council packet as an attachment to the Resolution. The Commission further urged the City Council to take all

necessary steps to assure that over time, the full extent of the Master Plan is ultimately achieved.

Importantly, years of study of this area have concluded consistently that a transition from office use to multi-family residential use is appropriate. The Comprehensive Plan supports multi-family residential use in this area and more recently, the Cultural Corridor Task Force re-affirmed support for multi-family residential development in this area, close to the train station and the Central Business District, to meet a need for a different housing type in the community and to contribute to the vitality of the Central Business District.

As noted above, a recommendation from the Building Review Board in support of the architectural design of the building is also incorporated into the Resolution. The Building Review Board considered the architectural design, exterior materials and landscape plan over the course of three meetings. In addition, the Board appointed a subcommittee to review the plans when they are submitted for permit to assure that the details of the project are consistent with the public representations and discussions.

Finally, a Term Sheet is attached to the Resolution. This document details the discussions to date with the developer and outlines terms of a land swap, the land swap is necessary to allow the Master Plan to be achieved. In summary, the land swap would allow the developer to take ownership of the southern portion of the 361 E. Westminster parcel which would be the location of the third condominium building. The City in return, would take ownership of a portion of the 711 McKinley Road parcel which would be added to the Library site and provide the opportunity for additional parking. The overall development would also provide for common open space in the area north of the Library, pedestrian pathways and landscaped streetscapes.

The Resolution and supporting documents are included in the Council packet beginning on **page 166**.

COUNCIL ACTION: If determined to be appropriate by the City Council, by motion, grant approval of the Resolution

9. ADDITIONAL ITEMS FOR COUNCIL DISCUSSION

10. ADJOURNMENT

Office of the City Manager

January 11, 2017

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 Robert R. Kiely, Jr., at (847) 234-2600 promptly to allow the City to make reasonable accommodations for those persons.



THE CITY OF LAKE FOREST

RESOLUTION NO. 17-____

A RESOLUTION EXTENDING THE OBJECTION PERIOD FOR
THE PROPOSED LAKE FOREST SPECIAL SERVICE AREA NO. 41
(WINWOOD DRIVE AREA SANITARY SEWER IMPROVEMENT PROJECT)

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

WHEREAS, pursuant to 35 ILCS 200/27-5, *et seq.* ("**SSA Law**"), the City Council adopted an ordinance proposing the establishment of Special Service Area No. 41 (the "**Proposing Ordinance**") to provide sanitary sewer improvements to the Winwood Drive area in Lake Forest (the "**Sanitary Sewer Improvements**"); and

WHEREAS, pursuant to the SSA Law and the Proposing Ordinance, the City commenced a properly-noticed public hearing on December 5, 2016 ("**Public Hearing**") regarding the establishment of the proposed Special Service Area No. 41 ("**SSA No. 41**"); and

WHEREAS, at the Public Hearing, the City considered the imposition or levy of a tax in the proposed SSA No. 41 sufficient to produce revenues for the Sanitary Sewer Improvements to benefit the proposed SSA No. 41, as well as the issuance of special service area bonds to be supported by the SSA No. 41 taxes; and

WHEREAS, the City Council concluded the Public Hearing on December 5, 2016; and

WHEREAS, the SSA Law provides that if a petition signed by at least 51 percent of the electors residing within the proposed SSA No. 41 and at least 51 percent of the owners of record of property within the proposed SSA No. 41 is filed with the City Clerk within sixty days following the adjournment of the Public Hearing, objecting to the establishment of SSA No. 41, the levy of taxes, or the issuance of bonds ("**Objection**"), then SSA No. 41 shall not be established; and

WHEREAS, to provide interested parties with sufficient time to fully consider their options regarding the establishment of SSA No. 41 (including alternatives for paying for the Sanitary Sewer Improvements), an extension of time to file an Objection is necessary; and

WHEREAS, the City Council of the City has determined that it is in the best interest of the residents of SSA No. 41 and the City to extend the period within which to file an Objection to SSA No. 41, as hereinafter set forth;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Lake Forest, County of Lake, State of Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals are incorporated into this Resolution as findings of the Mayor and City Council.

SECTION 2: Extension of Objection Period. Pursuant to its home rule authority, the City hereby extends the deadline in which to file an Objection to SSA No. 41 to March 31, 2017, and any Objection filed by that date shall be considered timely.

SECTION 3: No Further Action. The City shall take no further action regarding the establishment of SSA No. 41 before April 1, 2017.

SECTION 4: This resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED THIS ____ DAY OF _____, 2017

AYES ()

NAYS ()

ABSENT ()

APPROVED THIS ____ DAY OF _____, 2017

Mayor

ATTEST:

City Clerk

LAKE FOREST CITY CODE (Current)

§ 150.384 SEWAGE AND SEWAGE DISPOSAL.

(A) Each premises requiring sanitary sewer service shall have a separate and independent connection to a public sanitary sewer where a public sanitary sewer is available or accessible. If a sanitary sewer is not available in the public street or alley abutting a property requiring sewer service, or there is no public sanitary sewer accessible within 500 feet from any of the property lines, a private sanitary sewer and sewage treatment system may be constructed and maintained within the property limits at the expense of the owner. Plans and specifications for private sanitary sewers and sewage treatment systems shall be submitted to and approved by the City Council or its duly authorized designee before construction is started. The owner of any property requiring sanitary sewer services, and dependent upon the use of private sewers and treatment systems shall within six months, after the completion of a public sanitary sewer in a public street, way or easement upon which such property abuts, connect the sanitary sewer from such property into the public sanitary sewer in the manner provided by ordinance and thereupon discontinue the use of any private sewage treatment system.

LAKE FOREST CITY CODE (Proposed)

Section 150.384: SEWAGE AND SEWAGE DISPOSAL.

A. In General. Each premises requiring sanitary sewer service shall be connected either to a public sanitary sewer or a private sanitary sewer and sewage treatment system in accordance with this Section.

1. **Except as otherwise provided in this Section**, in areas where a public sanitary sewer is available and accessible, each premises shall have a separate and independent connection to such public sanitary sewer. For purposes of this Section, "available and accessible" shall mean that the public sanitary sewer:
 - a. has capacity legally available to serve a premises, and
 - b. such sewer is located (i) within 500 feet from any of the property lines of existing dwellings that are served by private sewage treatment systems, or (ii) within 1,000 feet of any of the property lines of premises used for non-residential purposes
2. **In areas where new public sanitary sewers are installed, and located within 500 feet from any of the property lines of existing dwellings** that are served by private sewage treatment systems or within 1,000 feet of any of the property lines of premises used for non-residential purposes, **the owner of such premises shall, within six months after the completion of a public sanitary sewer, connect such premises to the public sanitary sewer** in the manner provided by ordinance and thereupon discontinue the use of any private sewage treatment system, unless (a) such public sanitary sewer is not accessible via a street, alley, or easement, or (b) otherwise provided in this Section 150.384.

LAKE COUNTY CODE – SEWER REGULATIONS

§ 53.16 USE OF PUBLIC SEWERS REQUIRED.

(A) It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within any area under the jurisdiction of the county, any human or animal excrement, garbage, or other objectionable waste.

(B) It shall be unlawful to discharge to any natural outlet or watercourse within any area under the jurisdiction of the county, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this subchapter.

(C) Except as hereinafter provided, and subject to the provisions of [Chapter 171](#), it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

(D) The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes situated within the county and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located any public sanitary sewer of the county, is hereby required at his or her expense to install suitable toilet facilities therein, and to connect such facilities directly with the public sanitary sewer in accordance with the provisions of this subchapter, within 90 days after the date of official notice to do so, provided that said sewer is within 300 feet of the property line.

LAKE COUNTY CODE – HEALTH REGULATIONS

§ 171.035 GENERAL.

* * *

(F) *Public sewer availability.* The Health Officer shall refuse to issue approval for a site plan to install, replace, or repair an onsite wastewater treatment system, or replace system components for an onsite wastewater treatment system where a public sewer, or another Illinois Environmental Protection Agency regulated wastewater treatment and disposal system is available. A sewer shall be deemed available when the nearest property boundary line of the property to be served is located within a reasonable distance of the public sewer, and the connection is permitted by the controlling authority of the public sewer. A reasonable distance shall be 250 feet from the nearest property boundary of a single family dwelling, and 1,000 feet from the nearest property boundary of a non-residential, multi-family, or subdivision property boundary. Investigation of sewer availability shall be conducted by the licensed onsite wastewater system installation contractor or designer. If annexation is required by the controlling authority for permission to connect to the public sewer, the sewer shall be deemed unavailable.

STATE REGULATIONS

TITLE 77: PUBLIC HEALTH CHAPTER I: DEPARTMENT OF PUBLIC HEALTH SUBCHAPTER r: WATER AND SEWAGE PART 905 PRIVATE SEWAGE DISPOSAL CODE SECTION 905.20 GENERAL REQUIREMENTS

Section 905.20 General Requirements

* * *

- e) Sanitary Sewer. New or renovated private sewage disposal systems shall not be approved where a sanitary sewer operated and maintained under permit of the Illinois Environmental Protection Agency is available for connection. A sanitary sewer is available for connection when it is within 300 feet of a residential property or a non-residential property with a sewage flow less than 1500 gallons per day, or within 1000 feet of a non-residential property with a sewage flow greater than or equal to 1500 gallons per day, unless a physical barrier or local ordinance exists that prevents connection to the sewer. If connection from the property to the sanitary sewer cannot be made with an individual line (i.e., 4" inch line), then a private sewage disposal system may be installed.

* * *

THE CITY OF LAKE FOREST

ORDINANCE NO. 2017-_____

**AN ORDINANCE AMENDING THE LAKE FOREST CITY CODE, AS AMENDED,
RELATING TO EXEMPTIONS FROM SEWAGE AND SEWAGE DISPOSAL REQUIREMENTS**

WHEREAS, the City has established requirements and regulations related to sewage and sewage disposal in the City; and

WHEREAS, the City Council, pursuant to its authority under the Illinois Compiled Statutes and its home rule authority, has determined that it is in the best interests of the City and its residents to amend the City's sewage and sewage disposal regulations in the manners 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: **Amendment to Section 150.384 of the City Code.**
Subsections A and B of Section 150.384, entitled "Sewage and Sewage Disposal," of the Lake Forest City Code are hereby amended in their entirety, so that section 150.384.A and section 150.384.B shall hereafter be and read as follows:

Section 150.384: SEWAGE AND SEWAGE DISPOSAL.

A. **In General.** Each premises requiring sanitary sewer service shall be connected either to a public sanitary sewer or a private sanitary sewer and sewage treatment system in accordance with this Section.

1. Except as otherwise provided in this Section, in areas where a public sanitary sewer is available and accessible, each premises shall have a separate and independent connection to such public sanitary sewer. For purposes of this Section, "available and accessible" shall mean that the public sanitary sewer:
 - a. has capacity legally available to serve a premises, and
 - b. such sewer is located (i) within 500 feet from any of the property lines of existing dwellings that are served by private sewage treatment systems, or (ii) within 1,000 feet of any of the property lines of premises used for non-residential purposes
2. In areas where new public sanitary sewers are installed, and located within 500 feet from any of the property lines of existing dwellings that are served by private sewage treatment systems or within 1,000 feet of any of the property lines of premises used for non-residential purposes, the owner of such premises shall, within six months after the completion of a public sanitary sewer, connect such premises to the public sanitary sewer in the manner provided by ordinance and thereupon discontinue the use of any private sewage treatment system, unless (a) such public sanitary sewer is not accessible via a street, alley, or easement, or (b) otherwise provided in this Section 150.384.
3. In areas where new public sanitary sewers are installed pursuant to a special service area, as part of such special service area the City may provide that, for premises served by a private sewage treatment system having any property line within (I) 500 feet of such public sewer for if the premises are used for a dwelling, or (II) 1,000 feet of such public sewer if the premises are used for non-residential purposes, the owner of such premises may defer connection to the public sanitary sewer until the earliest to occur of:
 - a. The determination by the Lake County Health Department that the premises are required to connect to the public sanitary sewer;
 - b. The need for a major repair to the private sewage treatment system serving such premises. For purposes of this Section, a major repair is any repair or related

service to the private sewage treatment system costing more than \$2,500;

- c. Any demolition and new development on the premises;
- d. Any alteration or addition to the existing building that would increase the square footage of the dwelling unit by more than 1,000 square feet;
- e. Any subdivision of the premises; or
- f. No later than a date longer than six months that may be specified in the ordinances relating to such special service area.

As a condition to the continued use of an existing private sewage treatment system, the owner of the premises shall be required to demonstrate to the reasonable satisfaction of the City Manager or the Manager's designee that the private sewage treatment system has been tested and certified by the County Health Officer or his/her designee, to be in satisfactory working condition and is not in need of a major repair.

- 4. For premises where a public sanitary sewer is not accessible via a street, alley, or easement, or there is no public sanitary sewer available within the distance prescribed in Subsection 150.384.A.2, a permit for the repair or replacement of a private sanitary sewer and sewage treatment system may be issued within the property limits at the expense of the owner, subject to the following conditions:
 - a. At the time of any repair or replacement, (i) there is no direct connection between the private sanitary sewer and sewage treatment system and a storm sewer or (ii) any direct connection between the private sanitary sewer connection (or any overflow facility therefor) to storm sewer must be disconnected; and
 - b. Evidence shall be submitted to the City Manager or the Manager's designee that plans and specifications for the installation, repair, or replacement of private sanitary sewers and sewage treatment systems have been approved by the Lake County Health Department.

B. Exemptions. Notwithstanding the general requirements set forth in Subsection 150.384.A, for any premises served by private sewage treatment system that would otherwise be required to connect to a public sanitary sewer, the owner of such premises may request an exemption from such connection requirement in accordance with this Section 150.384.B. A request for exemption shall be granted only by the City Council upon a finding of practical difficulty or particular hardship in making the connection to the public sanitary sewer. Any premises for which an exemption is granted shall be permitted to continue use of a private sewage treatment system in accordance with the terms and conditions set forth in the City Council's approval of an exemption.

(1) *Application for Exemption.*

(a) An application or written request for exemption shall be filed with the City Manager or his/her designee. Such request shall be filed by or on behalf of the legal or beneficial owner of the property for which an exemption is sought.

(b) A complete application shall include all of the following unless an item is specifically waived by the City Manager or his/her designee.

1. A completed exemption application form;

2. Disclosure of beneficial interests;

a. If the applicant is a corporation, the application must be accompanied by a resolution of the corporation authorizing the execution and submittal of the application. In addition, the application shall indicate on its face the names of all directors and corporate officers of the corporation and also the names of all shareholders who own individually or beneficially 5% or more of the outstanding stock of the corporation.

b. If the applicant is a general partnership, the application shall contain a list of all general

partners who have a 5% or greater individual or beneficial interest in the partnership.

- c. If the applicant is a limited partnership, the application shall contain a list of all the names of general partners and the names of all limited partners having a 5% or greater individual or beneficial interest in the partnership.

3. Title report, warranty deed or similar documentation satisfactory to the City Manager to establish ownership in the premises;
4. Legal description of property and plat of survey;
5. Statement of intent addressing the standards for exemption;
6. Site plan depicting distance or obstructions from accessing the sewer and/or elevations illustrating requested exemption; and
7. Any other materials determined to be necessary by the City Manager or his/her designee.

(2) *Transmission of Report and recommendation.* Prior to the scheduling of a hearing before the City Council, the City Manager or his/her designee shall transmit to the City Council a report, recommendation and background material upon which said report and recommendation are based.

(3) *Hearing on Exemption Request.* The Public Works Committee of the City Council shall conduct a hearing on any request for exemption. Written notice of such hearing shall be provided to the owner of the premises at least 15 days before the hearing date. At the hearing, the owner of the premises may present such additional evidence or testimony in support of the exemption request, and the owner (and any consultant on whom the owner bases the application for exemption) shall also be available for questioning by the Committee. The Committee may also hear testimony or receive information from the City staff or other persons interested in the exemption (as determined by the Committee). At the conclusion of the

hearing, the Committee shall make a recommendation to the City Council regarding the exemption request based on the standards for granting an exemption.

(4) *Consideration of Exemption Request.* Within 45 days after the Public Works Committee makes its recommendation on an exemption request, the City Council shall consider the request for exemption. No exemption shall be granted except by resolution of the City Council, which resolution may include conditions upon which the exemption is granted. Any such resolution must be approved by a concurrence of a majority of the members of the City Council then holding office.

(5) *Standards and Conditions for Granting an Exemption.*

(a) The City Council may grant an exemption only upon a finding in the reasonable discretion of the City Council that the application of the regulations of this Section will present a practical difficulty or particular hardship and that such exemption is in harmony with the general purpose and intent of this section.

(b) In reviewing a case, the City Council shall require evidence to the effect that:

- i. The existing private sewage treatment system has been tested and certified by the Lake County Health Department, to be in satisfactory working condition;
- ii. The building to be served shall require a service line of more than 500 feet for a residence and more than 1,000 feet for any other building;
- iii. The property, which boundaries lie within 500 feet from the nearest public sanitary sewer, does not have reasonable access as a result of physical, environmental, natural resource, or non-manmade barriers or obstructions, including, but not limited to, interstate highways, railroads, bridges, rivers, or natural resources;

- iv. The conditions upon which a request for exemption are based are unique to the property for which the exemption is sought, and are not applicable, generally, to other property within the area and/or that have access to the sanitary sewer in question;
- v. The difficulty or hardship in conforming with the requirements of this section has not been created by the actions of any persons presently or formerly having an interest in the property; and
- vi. The proposed exemption will not substantially impair the health and welfare, endanger public or personal safety, or substantially diminish or impair property values within the neighborhood.

(c) *Conditions on Exemptions.* Whether or not expressly set forth in the resolution approving an exemption, each exemption shall be limited by and conditioned upon the following:

- i. Such exemption shall expire upon the approval of a subdivision of the owned premises.
- ii. Such exemption shall expire at any time that it is determined that a private sewage treatment system can no longer function in a manner satisfactory to the Lake County Health Department.
- iii. The owner of the premises for which an exemption has been granted shall execute a covenant, to be recorded with the County Recorder of Deeds,
 - (A) agreeing to connect the building to the public sanitary sewer at the time of any demolition and new development on the site, or any alteration or addition to the existing building that would increase the square footage of the dwelling unit by more than 1,000 square feet; and
 - (B) agreeing not to object to any future City-initiated or resident-initiated sanitary sewer project that would make a public sanitary

sewer accessible within 500 feet from its property.

Such covenant shall be in a form approved by the City Manager and recorded with the County Recorder of Deeds within sixty (60) days of the date a resolution is passed granting an exemption.

* * *

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

PASSED THIS ____ DAY OF _____, 2017.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS ____ DAY OF _____, 2017.

Mayor

ATTEST:

City Clerk

The City of Lake Forest
CITY COUNCIL
Proceedings of the Monday December 5, 2016
City Council Meeting - City Council Chambers – 6:30pm

CALL TO ORDER AND ROLL CALL: Honorable Mayor Schoenheider called the meeting to order at 6:30 pm immediately following the Finance Committee meeting, and City Clerk Margaret Boyer called the roll of Council members.

Present: Honorable Mayor Schoenheider, Alderman Waldeck, Alderman Beidler, Alderman Newman, Alderman Tack, Alderman Reisenberg, Alderman Adelman and Alderman Moreno.

Absent: Alderman Pandaleon

Also present were: Robert Kiely Jr., City Manager; Catherine Czerniak, Director of Community Development, Elizabeth Holleb, Finance Director; Victor Filippini, City Attorney; Susan Banks, Communications Manager; Michael Thomas, Director of Public Works; Karl Walldorf, Chief of Police; Pete Siebert, Acting Fire Chief; Mike Strong, Assistant to the City Manager.

There were approximately 35 persons present.

CALL TO ORDER AND ROLL CALL

6:30 pm

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

Mayor Schoenheider reported that there will be a public forum meeting on the Amtrak Hiawatha discussion, hosted by him and the City Manager on Monday, December 19 at Gorton Community Center. Residents are invited to hear the process of the legislature, and express concerns and opinions.

Mayor Schoenheider wished all in attendance and those at home Happy Holidays and reminded all to shop local.

Mayor Schoenheider then introduced Acting Fire Chief Pete Siebert who gave an overview about new Firefighter/Paramedic William Clifford. The Mayor then swore him in.

A. Swear in Firefighter/Paramedic William Clifford

2. COMMENTS BY CITY MANAGER

City Manager Robert Kiely echoed the Mayors Holiday wishes.

3. COMMENTS BY COUNCIL MEMBERS

FINANCE COMMITTEE

A. Consideration of an Ordinance Establishing the 2016 Tax Levy (Second Reading and Final Approval)

Elizabeth Holleb, Finance Director, reported that the Council saw a full presentation on this topic two weeks ago and asked if there were any questions or if the Council would like a review of any of the slides. Seeing no questions, the Mayor asked if there was anyone from the public who would like to comment on the topic. Paul Hamann, 511 Beverly, offered his opinion to the Council. Seeing no further requests from the public, Mayor Schoenheider asked for a motion.

COUNCIL ACTION: Grant final approval of an Ordinance Establishing the 2016 Tax Levy.

Alderman Moreno made a motion to grant final approval of an Ordinance Establishing the 2016 Tax Levy, seconded by Alderman Beidler. The following voted "Yea": Aldermen Waldeck, Beidler, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted "Nay": None. 7 Yeas, 0 Nays, motion carried.

B. Approval of Ordinances Abating 2016 Tax Levies for Various G.O. Alternate Revenue Bond Issues (Second Reading and Final Approval)

Elizabeth Holleb, Finance Director, reported that the Council has seen a full presentation on this topic twice. This represents five Ordinances that reduce the debt service on alternative Revenue bonds. The City Council had discussion on abatement, reducing the obligation to zero.

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

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

Alderman Moreno made a motion to Approve of Ordinances Abating 2016 Tax Levies for Various G.O. Alternate Revenue Bond Issues, seconded by Alderman Reisenberg. The following voted "Yea": Aldermen Waldeck, Beidler, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted "Nay": None. 7 Yeas, 0 Nays, motion carried.

C. Consideration of an Ordinance approving a Fee Schedule and Ordinances adopting new fees related to Special Events and a Public Safety Pension Fee (Second Reading and Final Approval)

Elizabeth Holleb, Finance Director, reported that the Council considered this item at its November 14 and November 21 meetings. Ms. Holleb stated this Ordinance is an adjustment to existing fees and includes the addition of new fees related to public safety pension obligations, new fees related to late fees for special event permit applications and new fees related to escrow deposit for special event permit applications and FY 18 Water rates.

The City Council had discussion on the Public Safety Pension Fee, its effective date of May 1 and the mandated increase in funding requirement. Mayor Schoenheider asked if there was anyone from the public who would like to comment on the topic. Seeing none, he asked for a motion.

COUNCIL ACTION: Grant final approval of the proposed ordinances.

Alderman Newman made a motion to Grant final approval of the proposed ordinances, seconded by Alderman Moreno. The following voted "Yea": Aldermen Waldeck, Beidler, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted "Nay": None. 7 Yeas, 0 Nays, motion carried.

PUBLIC WORKS COMMITTEE

A. Consideration of Two Recommendations from the Public Works Committee Related to the Process for Considering the Establishment of Special Service Area No. 41 for the Winwood Drive Area Sanitary Improvement Project.

Public Works Committee Chairman Waldeck reported that the Public Works Committee is recommending that City Council take two actions, consistent with State Law, to set the framework for consideration of the establishment of Special Service Area No. 41 for the Winwood Drive Area Sanitary Improvement Project. Chairman Waldeck reported that on November 21, 2016, the City Council approved an Ordinance proposing the establishment of an SSA to finance the installation of a sanitary sewer in the Winwood Drive neighborhood. Ms. Waldeck stated that the purpose of that Ordinance was to outline the geographic area, preliminary budget, services, maximum tax levy for the project and set a date for the Public Hearing.

Chairman Waldeck reported that the actions requested relate to the Ordinance and are necessary next steps in the process of consideration of a Special Service Area for this project.

In summary, the Public Works Committee recommends the following actions:

1. Open a public hearing, pursuant to the Special Service Area Tax Law to consider the establishment of Special Service Area No. 41.

Under State Law, Notice of a Public Hearing must be mailed to persons whose names are on the general taxes for the preceding year not less than ten (10) days before the time set for the hearing. Additionally, the Notice of Public Hearing must be published in a newspaper not less than fifteen (15) days before the hearing. Property owners in the proposed district were notified of the December 5, 2016, Public Hearing by Certified USPS mail with a letter dated November 22, 2016. The Notice of Public Hearing was published in The Lake Forester on November 17, 2016.

If no objections are filed, the proposed SSA levy and boundaries would be considered for adoption on February 6, 2017. This time period allows for the required 60 day "objection period" to pass. Under state law, property owners within the proposed district have 60 days following the close of the Public Hearing during which to formally object to the creation of the proposed SSA. No less than 51% of the property owners of record and 51% of electors in the proposed area must formally object to the SSA in order for it not to be adopted.

2. Review, and if determined appropriate by City Council, approval of an Inducement Resolution which declares the City's intent to seek external financing to fund the project.

The Inducement Resolution states the City's intention to consider reimbursing eligible project expenses of the project from future bond proceeds to be repaid through a special tax roll that would be assessed on properties within the SSA Area. Due to the estimated cost of the project, City staff has determined that it may be in the best interest of the parties involved in this project to externally finance the project through bond proceeds or other external financing means.

The current estimate for the residents' share of the project, for the installation of a new public sanitary sewer system, is \$1,378,327. Staff has been provided additional information on these costs, a breakdown of which is provided below.

Cost Item	Preliminary Estimate	Final Estimate
Administrative, Legal and Easement Acquisition Fees	\$12,000	\$12,000
Design engineering (Phase I-II)	\$37,500	\$37,500
Construction Engineering (Phase III)	\$81,000	\$81,000
Construction	\$1,117,570	\$1,117,570
Construction Contingency	\$110,257	\$110,257
Permit, Connection and Annexation Fees	\$135,408	-
Bond Issuance Expenses	\$20,000	\$20,000
Total Project Cost Estimate	<u>\$1,513,735</u>	<u>\$1,378,327</u>
Total Cost Per Lot (if Pre-Paid)	<u>\$54,062</u>	<u>\$49,226</u>
Total Cost Per Lot (with Financing)	<u>\$72,945</u>	<u>\$66,420</u>
Annual Cost Per Lot	<u>\$3,647</u>	<u>\$3,321</u>

Chairman Waldeck stated it should be noted that once construction bids are received by the City, and presented to the Public Works Committee on March 20, 2017, staff will recalculate these estimates. Private contractor costs associated with the installation and connection of a lateral service line to each residence; interior plumbing work; permit, connection and inspection fees (including City and North Shore Water Reclamation District connection fees); and decommissioning of septic tanks shall be the responsibility of each property owner in the SSA area and have not been included in the SSA tax.

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

- 1. Consideration to Open a Public Hearing for a proposed Special Service Area (SSA No. 41) for the Installation of a sanitary sewer system in the Winwood Drive neighborhood.**

Mayor Schoenheider asked for a motion to open a Public Hearing. Alderman Newman made a motion to open the Public Hearing, seconded by Alderman Moreno. The following voted "Yea": Aldermen Waldeck, Beidler, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted "Nay": None. 7 Yeas, 0 Nays, motion carried.

The Public Hearing opened at 6:52 pm.

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

Mayor Schoenheider asked if there was anyone from the public who would like to comment during the Public Hearing on this topic. The following people submitted their information:

Zachery Eleveld, 1337 Winwood Drive, offered his opinion to the Council.

Andrew Twyman, 1611 Winwood Drive, offered his opinion to the Council.

Dorothy , Winwood Drive offered her opinion to the City Council.

Myra & John Riley, 1225 Winwood Drive, offered their opinion to the City Council.

The City Council had discussion on how the previous SSAs have been received in the past, property value impacts, and that these and a few other lots are left to hook up to sanitary sewer. The City Council also had discussion on the objection period.

Chairman Waldeck reported that the Public Works Committee goal is to have all lots in the City of Lake Forest connected to sanitary sewer for the sake for public health.

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

The Public Hearing closed at 7:12 pm.

Mayor Schoenheider asked for a motion to close the Public Hearing. Alderman Reisenberg made a motion to close the Public Hearing, seconded by Alderman Newman. The following voted "Yea": Aldermen Waldeck, Beidler, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted "Nay": None. 7 Yeas, 0 Nays, motion carried.

2. Consideration of an Inducement Resolution which declares the City's intent to seek external financing to fund the project. (Approve by Motion)

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

Alderman Tack made a motion to approve the consideration of an Inducement Resolution which declares the City's intent to seek external financing to fund the project, seconded by Alderman Newman. The following voted "Yea": Aldermen Waldeck, Beidler, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted "Nay": None. 7 Yeas, 0 Nays, motion carried.

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

David Mattoon, 1547 N Sheridan Road, offered a power point to the Council on behalf of Metra recognizing the Lake Forest Art Club.

As Mayor Schoenheider previously reported -- there will be a public forum meeting on the Amtrak Hiawatha discussion, hosted by him and the City Manager on Monday, December 19 at the Gorton Community Center. Residents are invited to hear the process of the legislature, and express concerns and opinions. Mayor Schoenheider asked if there was anyone from the public who would like to comment on this topic. The following people submitted their information:

JoAnn Desmond, 1681 Yale Ct,	offered her opinion to the City Council.
Carolyn Zafiriades, 1671 Harvard Ct,	passed on speaking.
Gene Minsky, 1690 Yale Ct,	offered his opinion to the City Council.
David Tanoka, 1142 Pine Oaks Circle,	offered his opinion to the City Council.
Richard Jaworski, 1670 Cornell Ct,	passed on speaking.
Wyn Cain, 1720 Marquette Ct,	offered her opinion to the City Council.
Carol Dall, 1660 Cornell Ct,	offered her opinion to the City Council.
Nancy Cooley, 1751 Stanford Ct,	passed on speaking.
Rick Dall, 1660 Cornell,	offered his opinion to the City Council.
Terry Desmond, 1681 Yale Ct,	offered his opinion to the City Council.

Mayor Schoenheider thanked all that came and shared their concerns with the Council and invited all to the meeting at Gorton Center on Monday, December 19. Mayor Schoenheider also stated that The City of Lake Forest will continue to work with legislators on all levels. If necessary, the Mayor will have authorization to act on behalf of the City Council on this issue.

ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. **Approval of the November 21, 2016 City Council Meeting Minutes**
2. **Approval of Check Register for Period October 29-November 25, 2016**
3. **Award of Contract for Information Technology Support for a One-Year Period**
4. **Approval of an Ordinance amending Ordinance No. 2015-58 Establishing the Lake Forest Special Service Area No. 40 – Regency Lane Area Sewer Improvement Project (First Reading and if desired by the City Council, Final Approval)**
5. **Consideration of an Ordinance Approving a Recommendation from the Building Review Board. (First Reading and if Desired by the City Council, Final Approval)**

COUNCIL ACTION: Approval of the five (5) Omnibus items as presented

Mayor Schoenheider asked members of the Council if they would like to remove any item or take it separately. The City Council had a question on item #3 – can there be an expectation of additional cost reductions over time, and City Staff explained the contract represents a reduction in cost per hour. Mayor Schoenheider asked for a motion to approve the remaining five Omnibus items as presented.

Alderman Beidler made a motion to approve the five omnibus items as presented, seconded by Alderman Moreno. The following voted “Yea”: Aldermen Waldeck, Beidler, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted “Nay”: None. 7 Yeas, 0 Nays, motion carried.

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

ORDINANCES

ORDINANCES AFFECTING CODE AMENDMENTS

NEW BUSINESS

1. **Approval of an Agreement to Provide an Update to the Forest Park Bluff Stability Evaluation**

Robert Ells, Superintendent of Engineering, reported that staff is requesting City Council approval of an agreement with an engineering firm specializing in geotechnical analysis, to provide an update to the bluff restoration feasibility study for the bluff adjacent to Forest Park from Spring Lane to the North Beach Access Road. Mr. Ells stated that the original study looked at the area between Deerpath and Spring Lane with a

focus on the Ring Road, and was completed in 2009. If approved the report will be completed by early February, 2017.

Mr. Ells showed a photograph of a shallow slide event that staff noticed in May 2016, on the bluff on the east side of the south beach access road. The slide had begun to move and separate from the curb and roadway. Mr. Ells reported that in July, 2016, City Council approved an agreement with AECOM to further analyze the area from the lower end of the south beach access road, north to Forest Park's drive entrance (approximately at Spring Lane). AECOM completed all topographical and cross sectional surveys of the area and provided the City with their recommendation and cost estimates to repair specific points along the bluff.

He said that this issue was reviewed at the November 14, 2016 capital budget meeting and at the Finance Committee meeting. The Council was informed that a workgroup consisting of two Aldermen and various residents with related knowledge and interests in bluff and ravine repairs was formed and will meet during the months of December, January, and February. The group will review engineering reports on the bluff's condition and provide a recommendation on any possible future capital projects to the Finance Committee at the March 13, 2017 budget meeting.

Mr. Ells stated that the request is to provide an update to an analysis that was completed in 2009 for the remaining portion of the Forest Park bluff that was *not* evaluated this past summer (Spring Lane to the North Beach Access Road). Mr. Ells noted that while this is unrelated to the shallow slope failure on the south beach access road, the intent is to provide a comprehensive look at the condition of the bluff in all of Forest Park prior to making decisions on the scope of repairs along the south beach access road proposed to be completed in 2017. The design to repair the south beach access road's bluff will be placed on hold until the workgroup's recommendations are received by the Finance Committee. If AECOM's proposal is approved this evening, similar to the access road's repair project in 2011, staff will recommend AECOM not be used for the design of any bluff repairs and that a different engineering firm be hired to provide such services.

The City Council had discussion on soil analysis, parts of the Bluff not previously studied, the parameters of and RFQ and RPF, AECOM's ability to perform the analysis and design work and taking a moment to mindful to look at the entire project.

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

COUNCIL ACTION: Acknowledge the exception noted in Section 9.0-K of the City's Purchasing Directive and approve an agreement with AECOM to perform a Forest Park Bluff Restoration Feasibility Study for the area near Spring Lane to the North Beach Access Road in the amount of \$33,400.

Alderman Moreno made a motion to acknowledge the exception noted in Section 9.0-K of the City's Purchasing Directive and approve an agreement with AECOM to perform a Forest Park Bluff Restoration Feasibility Study for the area near Spring Lane to the North Beach Access Road in the amount of \$33,400, seconded by Alderman Beidler. The following voted "Yea": Aldermen Waldeck, Beidler, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted "Nay": None. 7 Yeas, 0 Nays, motion carried.

ADDITIONAL ITEMS FOR COUNCIL DISCUSSION
--

1. Announcement of City Council Resignation; Appointment of Successor

Alderman Michael Adelman stated that he will be stepping down effective upon adjournment of this City Council meeting, adding that it has been a pleasure to serve this community over the years on the Plan Commission to the Zoning Board of Appeals and to City Council.

Mayor Schoenheider stated that the usual comments that are shared at the end of the term will be saved for the City Council meeting in May 2017. Mayor Schoenheider stated that on "behalf of the City Council and the residents of Lake Forest, thank you Alderman Adelman, your contributions have been extraordinary."

Mayor Schoenheider asked for a motion to approve his appointment of Raymond Buschmann to complete the remaining term of Alderman Michael Adelman.

Alderman Reisenberg made a motion to approve the Mayors appointment of Raymond Buschmann, seconded by Alderman Beidler. Motion carried unanimously by voice vote.

Mayor Schoenheider wished everyone on behalf of the City Council, Merry Christmas, Happy Holidays and to have a Safe and Blessed New Year.

ADJOURNMENT

There being no further business. Alderman Adelman made a motion to adjourn, seconded by Alderman Waldeck. Motion carried unanimously by voice vote at 8:15 p.m.

Respectfully Submitted,
Margaret Boyer
City Clerk

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

**Intergovernmental Agreement
Between
Illinois Department of Public Health
And
City of Lake Forest**

The Illinois Department of Public Health (DPH) and City of Lake Forest, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, hereby enter into this Interagency Agreement (Agreement) in Sangamon County, Illinois. DPH and City of Lake Forest are collectively referred to herein as "Parties" or individually as a "Party." To fulfill the terms of this Agreement the Parties agree to the following:

**ARTICLE I
INTRODUCTION**

1.1 **Background.** The Vital Records Act (410 ILCS 535/25) provides for a two dollar surcharge fee for obtaining a certified copy of a death certificate and a fetal death certificate. This fee is mandated to be deposited into the Death Certificate Surcharge Fund, a special fund created in the State treasury.

1.2 **Purpose.** Subject to appropriation, 25 percent of the monies in the Death Certificate Surcharge Fund may be used for grants by DPH to local registrars. (Source P.A. 99-408, eff. 1-1-16).

**ARTICLE II
DUTIES AND OBLIGATIONS OF THE PARTIES**

2.1 Per 410 ILCS 535/25.5, a \$2 fee is collected for the first and for each additional death or fetal death certified copy issued by the local registrar and/or county clerk. The local registrar and/or county clerk are required to keep track of the number of certified death copies issued by their office. This \$2 fee must be transmitted monthly to DPH, Division of Vital Records, and will be subsequently deposited into the Death Certificate Surcharge Fund.

2.2 The Death Certificate Surcharge Fund received may be used for expenses that support death registration, such as contractual costs, commodities/supplies, printing and/or equipment.

2.3 Party must report receipt of Funds to its county treasurer and provide satisfactory written proof to DPH upon request.

2.4 DPH will distribute FY15 and FY16 funds in FY17 and FY18 under this Agreement, utilizing electronic funds transfer where available, in accordance with DPH's spending authority. In subsequent years, DPH will annually distribute funds collected from the previous fiscal year.

**ARTICLE III
EXPENDITURE OF FUNDS**

3.1 **Expenditures.** DPH shall be responsible for reimbursing local registrars for their share of the Death Certificate Surcharge Fund for monies collected during the preceding fiscal year. Payments shall be made to the order of the County and not to any specific individual.

**ARTICLE IV
TERM**

4.1 **Term.** This Agreement shall commence upon execution and, unless otherwise terminated by the Parties, shall continue through December 31, 2021.

ARTICLE V
TERMINATION

5.1 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

5.2 Termination for Breach. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

ARTICLE VI
MISCELLANEOUS

6.1 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.2 Amendments. This Agreement shall not be modified verbally. This agreement shall only be modified or amended during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.3 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately. The exclusive venue of any action filed against DPH shall be in the Illinois Court of Claims.

6.4 Records Retention. The Parties shall maintain for a minimum of five (5) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents. If an audit, litigation or other action involving the records is begun before the end of the five-year period, the records shall be retained until all issues arising out of the action are resolved.

6.5 No Personal Liability. No member, official, director, employee or agent of DPH or City of Lake Forest shall be individually or personally liable in connection with this Agreement, except for personal mis-appropriation of funds distributed under this agreement.

6.6 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Party. This Agreement shall inure to the benefit of and shall be binding upon DPH and City of Lake Forest and their respective successors and permitted assigns.

6.7 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the Illinois Vital Records Act (410 ILCS 535) and Vital Records Administrative Code (77 Ill Adm. Code 500) shall be given precedence.

6.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

INTERGOVERNMENTAL AGREEMENT
Page 3 of 3

IDPH Agreement # 72700189E

6.9 Notices. All written notices, requests and communications may be made by mail to the addresses set forth below.

To DPH:

Joseph T. Aiello
Deputy State Registrar
Division of Vital Records
925 E. Ridgely Avenue
Springfield, Illinois 62702

To Local Registrar:

City of Lake Forest
220 E. Deerpath
Lake Forest, IL 60045

6.10 Availability of Appropriations. The Parties' respective obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or granted to the respective Parties by the Illinois General Assembly to allow the respective Parties to fulfill their obligations under this Agreement; or (c) funds appropriated are swept, de-appropriated, re-allocated, or not allocated.

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOCAL REGISTRAR

MARGARET BOYER
Local Registrar (Printed Name)


Local Registrar (Signature)

36 - 600 5960
Federal Employer Identification Number (FEIN)

Date: 11.30.2016

ILLINOIS DEPARTMENT OF PUBLIC HEALTH


Nirav D. Shah, M.D., J.D.
Director

Date 12-12-16



A Joint Purchasing Program For Local Government Agencies

December 15, 2016

Mr. John Moyer, President
Warehouse Direct Workplace Solutions
2001 S. Mount Prospect Road
Des Plaines, IL 60018

Dear Mr. Moyer,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved extending the SPC Office Supplies Program to Warehouse Direct Office Products through Independent Stationers utilizing The Cooperative Purchasing Network (TCPN) Contract R141701 solicited by lead agency, Texas Region 4 Education Service Center (ESN), through February 28, 2018 according to the State of Illinois statutes, 525/2 from Ch. 85, par. 1602. (Governmental Joint Purchasing Act), which authorizes any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units.

With acceptance of this contract extension, Warehouse Direct Workplace Solutions, Des Plaines, IL agrees to all terms and conditions set forth in the specifications contained within the original Letter of Agreement dated November 11, 2015.

Warehouse Direct Workplace Solutions, Des Plaines, IL will handle all billing. The agreed upon SPC Administrative Fees shall be paid directly by the vendor to the SPC on a quarterly basis. Under this Agreement, all Suburban Purchasing Cooperative members, non-profit and "public agency" participants will be grouped under one Master SPC Account to aggregate all purchases towards volume rebate incentives. Additionally, individual entities will receive up to a 1% e-commerce rebate paid in the form of a credit towards future purchases no later than 45 days from the end of each quarter (40-79% online = 0.5% rebate; 80% or more purchased online = 1% rebate).

All public agencies as defined by the Illinois Governmental Joint Purchasing Act, as well as not-for-profit agencies that qualify under Section 45-35 of the Illinois Procurement Code, are eligible to participate in SPC joint purchasing programs. The term "public agency" shall mean any unit of local government as defined in the Illinois constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement. Their purchases will also be included in the SPC volume rebate.

*DuPage Mayors &
Managers Conference*
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

*Northwest Municipal
Conference*
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

*South Suburban Mayors
And Managers Association*
1904 West 174th Street
East Hazel Crest, IL 60429
Ed Paesel
Phone: (708) 206-1155
Fax: (708) 206-1133

*Will County
Governmental League*
3180 Theodore Street, Suite 101
Joliet, IL 60435
Cherie Belom
Phone: (815) 729-3535
Fax: (815) 729-3536

Reports from Independent Stationers will be received on a quarterly basis based on the SPC fiscal year of May 1 through April 30. Payments and reports must be received within 30 days of the end of each fiscal quarter upon reaching the minimum rebate threshold. Fiscal quarters are defined as:

May 1 through July 31 – payment due by August 30

August 1 through October 31 – payment due by November 30

November 1 through January 31 – payment due by February 28


February 1 through April 30 – payment due by May 31

Independent Stationers will pay a 2% rebate to the SPC from dollar one spent with TCPN, as well as 4% on products that are “Out of Scope” of the TCPN Program such as furniture and design, promotional items and clothing, janitorial supplies, printing, document management products and services and high end technology products. Additionally, Warehouse Direct will pay a 4% rebate on SPC members who choose to purchase from Warehouse Direct, but do not participate in the Independent Stationers TCPN Program.

We look forward to continued success with Warehouse Direct Workplace Solutions.

Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

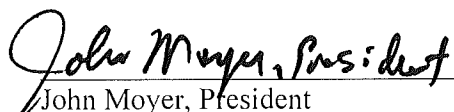
Sincerely,



Ellen Dayan, CPPB
Program Manager for Purchasing



Name: Ellen Dayan, CPPB Date: 12/15/16
Northwest Municipal Conference

 Dec. 15, 2016
John Moyer, President Date
Warehouse Direct Workplace Solutions

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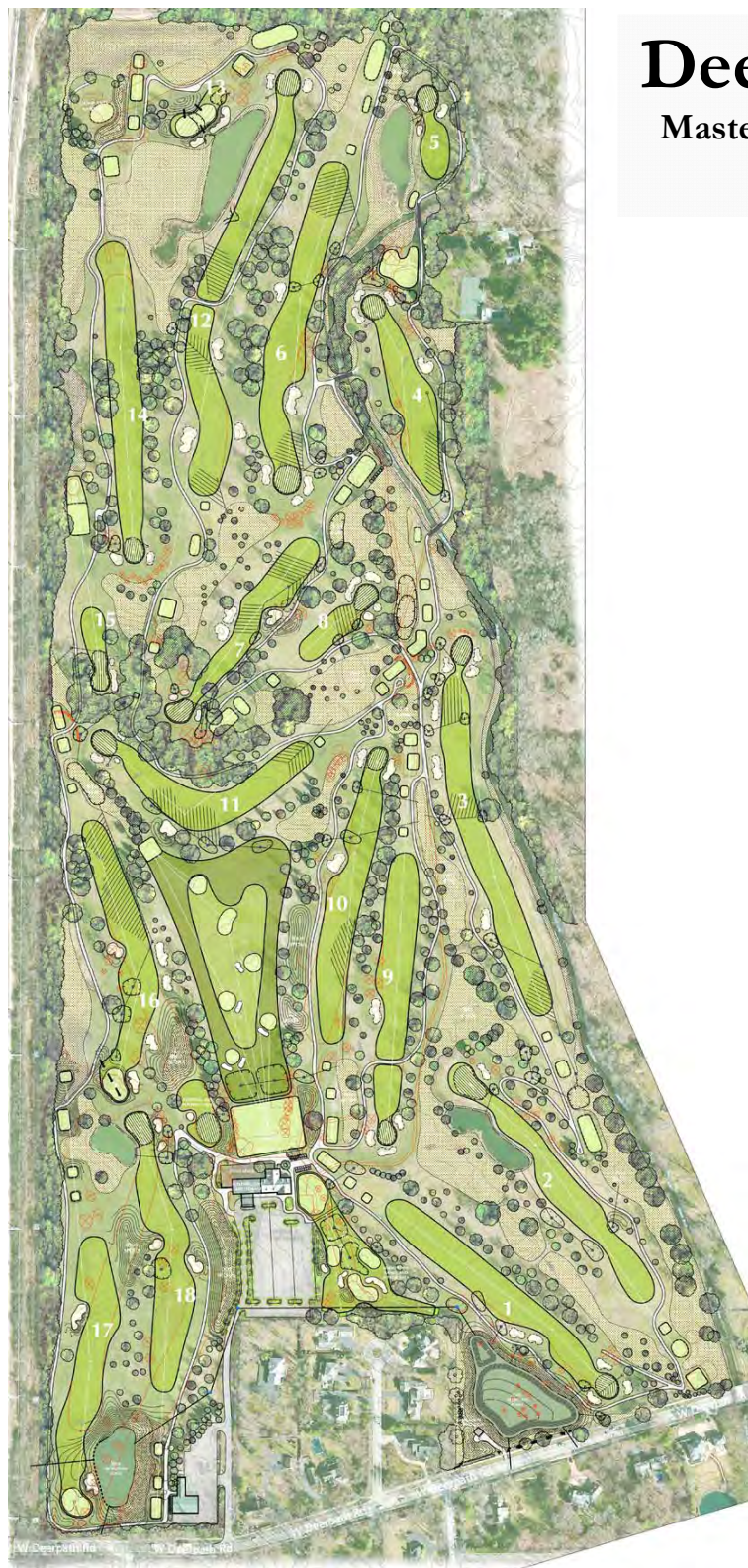
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Distinctive. Innovative. Memorable. Whether a project involves original designs, renovation or restoration, our goals are always the same--meeting the specific needs of our clients while creating a golfing experience that is second to none. We look forward to working with you!

October 31, 2016



Deerpath Golf Course

Master Plan Construction Implementation

A Proposal by
Lohmann Golf Designs, Inc.

Attention: Mr. Chuck Myers
Superintendent of Parks & Forestry
City of Lake Forest
Park and Recreation Department
800 North Field Drive
Lake Forest, IL 60045

847-810-3565
myersc@cityoflakeforest.com

Submitted by: Todd A. Quitno
Senior Project Architect

Lohmann Golf Designs, Inc.
18250 Beck Road
Marengo, IL 60152
815.923.3400
tquitno@lohmangolf.com



Scope of Services

On behalf of Lohmann Golf Designs, Inc. we are pleased to offer the following proposal of services to assist the City of Lake Forest (herein referred to as "Owner") in the preparation of construction drawings, specifications, bidding and construction observation for improvements to the 18-hole Deerpath Golf Course. Construction drawing work will be based on the following portions of the overall Enhancement Study prepared under separate contract and dated March 10, 2016:

- Full cartpath system - Holes 1-18
- Fairway drainage and related "wet basins" - Holes 1-15, and first half of 16
- Tee upgrades - Holes 1-15 (including relocation of 1 and 10 tees)

For the work entailed in this proposal, we are estimating the following schedule of completion:

- | | |
|-------------------------------------|----------------------|
| ➤ Plan development | Nov 2016 to Feb 2017 |
| ➤ Permit application(s) by Engineer | Feb/March 2017 |
| ➤ Project bidding | April 2017 |
| ➤ Project start (observation) | September 5, 2017 |

The detailed scope of work shall consist of the following:

Plan (and Permit) Development

Review the overall design concepts and permitting strategy with the Engineer to determine the feasibility of the project approach. Prepare any scope revisions necessary based on preliminary reviews. Update cost estimates, if needed.

Attend preliminary permit review meeting(s) with the Engineer and the local regulatory agency(ies) to determine permitting requirements and timeframes.

Upon final scope approval from Owner, prepare the following plans for construction:

- Demolition, Clearing and Layout Plans – indicates removal of designated vegetation and man-made elements, and established control points for project layout
- Grading and Feature Drainage Plans – indicates detailed grading and subsurface drainage of all golf course features
- Mainline Drainage Plans – indicates size and location of all mainline drainage including catch basins, manholes, gravel sumps and tie-in locations
- Irrigation Plans (by sub-contractor) - indicates size and locations of all irrigation heads, pipe, wire and controls, including all pertinent hydraulic calculations.
- Restoration Plans – indicates type and location of seed and/or sod, haul road repairs, cart path additions/repairs and general site cleanup



- Construction Details – indicates graphically how the work is to be performed in terms of material, size and relationships

Provide the above documents to the Engineer and coordinate efforts for permit submittals. Attend any approval meeting(s) necessary with the various regulatory agencies. Prepare revisions to construction documents as needed to satisfy final permitting requirements.

Bidding

Prepare material specifications, bid form(s) and related documents as needed to bid the project to qualified contractors. Submit specifications to Owner for incorporation into front-end bidding documents. Provide a digital and hard copy of the construction document package.

Assist the Owner in bidding the project to qualified contractors (provide list of qualified bidders), including attendance at one pre-bid meeting. Assist in bid evaluation and contract negotiation with the selected Contractor. All contracts to be prepared by the Owner.

Construction Observation

(Assumes construction over a 10 week period, starting starting after Labor Day through mid November, 2017)

Attend a pre-construction meeting with the Owner and Contractor to review all pertinent aspects of construction and establish project timelines.

Review work as it progresses and provide general guidance to the Contractor. Frequency and length of visits will be determined by the architect, depending on the type of work being completed at the time.

Record and report job progress on a regular basis in the form of a progress report. Check and certify estimates prepared by the Contractor for partial payments as the work progresses, verify final installed quantities and prepare final certificates of payment. Paint (or verify) outlines of all greens, bunkers and fairways before grassing operations start.

Fee Summary

Fee Schedule: Based on the services outlined above, we estimate the following costs to complete each task. All costs include travel and living expenses:

➤ Plan (and Permit) Development	\$ 42,400
➤ Bidding	\$ 4,800
➤ Construction Observation	\$ 10,240

TOTAL \$ 57,440



Fees for additional services will be charged at our current hourly rates plus travel expenses, and must be agreed upon prior to execution of services.

- | | |
|---|----------------|
| ➤ Golf Course Architect (Travel) | \$135 per hour |
| ➤ Golf Course Architect (Design, Office or On-Site) | \$160 per hour |
| ➤ GPS Surveying and Construction Layout | \$185 per hour |

The following items are NOT included as a part of this proposal:

- Engineering design
- Permit fees and applications
- Landscape planting design

Terms

These General Terms and Conditions are appended to and expressly made a part of the Proposal dated **October 31, 2016** to **City of Lake Forest - Deerpath Golf Course** (hereinafter referred to as “the Client”) from **Lohmann Golf Designs, Inc.** (hereinafter referred to as “Lohmann”).

Upon execution by the Client, the Proposal, including these General Terms and Conditions, shall become our Agreement for Professional Services (hereinafter referred to as “Agreement”).

ARCHITECT’S RESPONSIBILITIES

The scope of the project shall be only as described in the Agreement and include only such work as Lohmann deems necessary to carry out and complete the project. The project scope shall not be altered except by mutual agreement and proper authorization to proceed.

After the acceptance of any plans by the Client, and/or by the appropriate public agencies, any changes must be approved by Lohmann and agreement reached as to the additional compensation due Lohmann, if any.

Estimates, opinions, and statements of probable construction cost prepared by Lohmann represent its best judgment as a design professional and are supplied for the general guidance of the Client. Because Lohmann has no control over the costs of labor and material, over Contractor’s methods of determining bid prices, or over competitive bidding or market conditions, Lohmann cannot and does not guarantee that any such estimates, opinions, or statements will not vary from Contractor’s bids or actual cost to the Client.

CLIENT’S RESPONSIBILITIES

The Client’s responsibilities (and associated costs) include the following:

The Client shall designate, when necessary or appropriate for the expeditious completion of the Project, a representative authorized to act on its behalf with respect to the Project. The Client or its representative shall examine documents submitted by Lohmann. The client or its representative shall render decisions pertaining to such documents promptly in order to avoid unreasonable delay in the progress of the services to be performed by Lohmann under this Agreement.



The Client shall furnish a certified land survey of recent date of the site of the Project giving, as applicable, grades and lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements, and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths. The Client shall also furnish, as applicable, zoning restrictions, and hydrological information relating to the site.

The Client shall furnish the services of consultants when Lohmann and Client deem such services necessary or appropriate for completion of the project. Such consultants may include, among others, soil engineers, irrigation consultants, civil engineers, and planners. Cost of such consultants must be approved by Client prior to services being rendered. Client shall be responsible for wetland, flood plain, and floodway delineation

If requested by Lohmann, Client shall furnish evidence that financial arrangements have been made to fulfill the Client's obligations under this Agreement.

INDEMNIFICATION

Client will indemnify, defend and hold harmless Lohmann, its officers, directors, employees, and Sub-contractors from and against all claims and actions, including attorneys' fees, arising out of damages or injuries to persons or tangible property caused by a negligent act, error, or omission of Client or any of Client's agents, trade contractors, and employees in the performance of Services under this Agreement. Client will not be responsible for any loss, damage, or liability arising from the sole negligence of Lohmann, or Lohmann's sub-contractors, agents, staff or consultants.

The Client shall make no demand for liquidated damages for delays or actual damages for delays, and no damages of any kind may be assessed against Lohmann for any delays or for delays or causes attributed to other Contractors or arising outside the scope of this Agreement.

In the event that Client institutes legal action of any kind (suit, arbitration, etc.) against Lohmann because of any failure or alleged failure to perform, error, omission, or negligence, and if such legal action is not successfully prosecuted or if it is dismissed, or if the decision is rendered for Lohmann, Client agrees to pay Lohmann any and all costs of defense, including attorney's fees, expert witness' fees, and court costs and any and all other expenses of defense which may be necessary. Payment shall be made immediately following dismissal of the case or immediately upon a decision being rendered in behalf of Lohmann.

TERMS OF PAYMENT

The Client shall pay Lohmann monthly as the work proceeds, and the fees and reimbursable expenses shall be invoiced monthly as the work progresses on each phase. Lohmann shall determine the percentage of completion for purposes of the monthly billing.

All invoices are due upon receipt. Lohmann reserves the right not to start work on the next phase until all invoices for work on the prior completed phase have been paid in full. Payment for a phase shall be considered approval and acceptance of Lohmann's work on that phase. Overdue accounts are subject to a service charge of one percent (1.0%) per month on the unpaid balance. An account



is considered overdue if an invoice is not fully paid thirty (30) days after the date of the invoice. This is an annual rate of twelve percent (12%).

Reimbursable expenses are in addition to the Basic Services Fee, the compensation for any Additional Services, and the compensation for any Project Representatives (unless the Proposal specifically includes these expenses). Reimbursable Expenses include actual expenditures made by Lohmann, their employees or consultants in the interest of the Project for the following:

- Transportation and living in connection with traveling for the Project.
- Blueprints, photocopies, and other reproductions (excluding copies for Lohmann's office use and a duplicate set at each phase of the Project for Client's review and approval); all expendable surveying supplies; and fees for securing approval of authorities having jurisdiction over the Project.
- Any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by Lohmann.

Invoices shall be considered correct as rendered if not questioned verbally within ten (10) calendar days of the date of the invoice.

Failure to pay any invoice prior to its becoming overdue shall entitle Lohmann, upon five (5) days verbal notice, to suspend performance of services under this Agreement. Unless payment in full is received by Lohmann within five (5) days of the date of the notice, the suspension shall take effect without further notice. Lohmann shall have no liability to Client for delay or damage caused Client because of such suspension of services. The failure of Client to make payments to Lohmann in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

Should Lohmann bring any action or proceeding at law or in equity to enforce payment of unpaid invoices, together with any and all service charges, and if Lohmann recovers judgment in any sum, Lohmann shall also recover reasonable counsel fees, service charges, and interest, as well as litigation and collection expenses, witness fees, and court costs, of the maximum extent allowed by law.

TERMINATION

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by the Client, under the same terms, whenever the Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Lohmann either before or after the termination date shall be reimbursed by the Client.

In the event this Agreement is terminated, Lohmann shall be paid its compensation for services performed to the termination date, including reimbursable expenses then due.



Acceptance

This Proposal shall be considered revoked if acceptance is not received within thirty (30) days of the date hereof. Please sign below and return one copy as notice of your acceptance.

We thank you for the opportunity to continue working with the City of Lake Forest on the improvement of Deerpath Golf Club!

Respectfully submitted,

LOHMANN GOLF DESIGNS, INC.

A handwritten signature in black ink, appearing to read "T. Quitno".

Todd A. Quitno, ASGCA
Senior Project Architect

Accepted by: _____

Printed Name: _____

Title: _____

Date: _____

Local Agency	LOCAL AGENCY	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	Consultant
City of Lake Forest			Gewalt Hamilton Associates, Inc.
County			Address
Lake			625 Forest Edge Drive
Section			City
11-00090-02-SM			Vernon Hills
Project No.	CONSULTANT		State
TE-01D1(024)			IL
Job No.			Zip Code
C-91-070-16			60061
Contact Name/Phone/E-mail Address			Contact Name/Phone/E-mail Address
Robert Ells/847.810.3555			Dan Strahan/847.821.6233
EllsR@cityoflakeforest.com			dstrahan@gha-engineers.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Lake Forest Metra Station UP North Line Route _____ Length _____ Structure No. _____

Termini _____

Description: Interior building renovation/restoration.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - ☐ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - ☐ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - ☐ c. For soils, to obtain samples and perform testing as noted below.
 - ☐ d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- ☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - ☐ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - ☒ g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - ☐ h. Geometric control including all construction staking and construction layouts.
 - ☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - ☒ j. Measurement and computation of pay items.
 - ☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - ☒ l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - ☒ m. Revision of contract drawings to reflect as built conditions.
 - ☒ n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee
Formulas

- ☒ $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
☐ $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

Specific Rate

☐ (Pay per element)

Lump Sum

☐ _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☐ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance program; and
- (4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Gewalt Hamilton Associates, Inc.	36-3426053	\$37,379.33
Sub-Consultants:	TIN Number	Agreement Amount
Landmark Development Company	36-4149581	\$27,420.00
Sub-Consultant Total:		\$27,420.00
Prime Consultant Total:		\$37,379.33
Total for all Work:		\$64,799.33

Executed by the LA:

City of Lake Forest

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____



ARCHITECTURE CONSTRUCTION DEVELOPMENT
272 EAST DEERPATH LAKE FOREST, IL
TELEPHONE: 847.615.0637 FAX: 847.615.9116

PROJECT DESCRIPTION:
Proposal for Construction Administration Services
For The Lake Forest Metra UP North Line Commuter Station
Interior Renovations/ Restoration Project
LAKE FOREST, IL

November 21, 2016

Mr. Dan Strahan, P.E., CFM
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061

RE: Proposal for Construction Administration Services
Lake Forest Metra UP North Line Commuter Station
Stage III Interior Renovations
Section # 11-00090-02-SM
Project # TE-01D1(024)
Job No. D-91-070-16

Dear Dan;

Thank you for the opportunity to submit a proposal for Construction Administration Services for the Lake Forest Metra UP North Line Commuter Station Interior Renovations/ Restoration Project. Based on our meeting, we understand you are interested in the following scope of work:

SCOPE OF WORK

The Construction Documents were prepared for the City of Lake Forest by Legat Architects. It is our understanding that the project will be funded through the Illinois Department of Transportation (IDOT) which has specific procedural requirements. Gewalt Hamilton Associates Inc., (GHA) will be the project lead and will be responsible for the performance of the engineering services for the City of Lake Forest in connection with the Lake Forest Metra UP North Line Commuter Station Interior Renovations/ Restoration Project. Lake Forest Landmark Development (LFLD) will be responsible for the technical aspects of the construction administration services, while GHA will generally be responsible for the project management, documentation, and coordination with IDOT.

Lake Forest Landmark Development's services will include periodic on site observation of the work as well as review and approval of shop drawings, material submittals, review and approval of mock ups, responses to RFI's, etc. In addition, we will attend weekly construction meetings on site. It is anticipated that the project may take up to 16 weeks and our fee has been developed accordingly.

Based on the scope of services noted above and the personnel hour calculations attached below, we propose billing on a time and material basis with an approximate total of **\$27,420** (*Twenty Seven Thousand Four Hundred*

Proposal for Construction Administration Services for Lake Forest Metra UP North Line Commuter Station



ARCHITECTURE CONSTRUCTION DEVELOPMENT
272 EAST DEERPATH LAKE FOREST, IL
TELEPHONE: 847.615.0637 FAX: 847.615.9116

Twenty Dollars). Should the scope of work exceed these assumptions or if the construction schedule is extended, Lake Forest Landmark Development will request a modification to this agreement.

Lake Forest Landmark Development's TIN is 36-4149581.

PROJECT FEES

NAME	HOURS	RATE	FEE
Principal	150	\$170.00/hour	\$25,500.00
Reimbursable Expenses		16 wks. @ \$120.00	\$1,920.00
Total Fee			\$27,420.00

Other items of work not specifically addressed here shall be billed according to the current hourly rate. We estimate about 8 hours of work per week with project duration of 16 weeks, plus time for review of initial submittal and project coordination.

Reimbursable expenses incurred for the project are in addition to the basic compensation and additional services and include expenses incurred by the Architect and employees in the interest of the Project, including but not limited to reproduction (blueprints), CADD plotting, models, copies, postage, photos, transportation, fuel, renderings or mock-ups. Reimbursable expenses will be billed without mark up for the amounts incurred by the Architect directly to GHA.

We understand you have a very tight time frame to complete the work and will do our best to be available upon request for meetings and site visits to expedite the process.

If you have any questions please feel free to contact me at 847/812-9907.

Respectfully submitted,

LAKE FOREST LANDMARK DEVELOPMENT COMPANY
Kristine Boyaris, Principal

Exhibit A
City of Lake Forest
Phase III – Construction Engineering Services
Lake Forest Metra UP North Line Commuter Station
Interior Renovation/Restoration
Section #: 11-00090-02-SM
Project #: TE-01D1(024)
Job #: C-91-070-16
GHA Proposal No. 2016.CS112

City of Lake Forest (Client), 800 N. Field Drive, Lake Forest, IL 60045, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The City of Lake Forest proposes to complete interior renovation and restoration of the Metra UP Commuter Station, located at 691 North Western Avenue. The scope of work will include interior construction as needed to construct restroom facilities in accordance with plans prepared by Legat Architects. GHA proposes to provide construction engineering services for this federally funded project. Landmark Development Company will also provide construction engineering services as a subconsultant to GHA.

II. Scope of Services

Our scope of services will include the following:

- A. GHA will perform or be responsible for the performance of the engineering services for the City in connection with the Lake Forest Metra UP North Line Commuter Station Exterior Restoration project. Landmark Development Company will be responsible for the technical aspects of the construction engineering services, while GHA will generally be responsible for project management, documentation, and coordination with IDOT.
 - 1. Landmark Development Company will provide periodic observation of materials installed by the contractor. Landmark Development Company will review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections, and other data which the Contractor is required to submit to confirm compliance with the Contract Documents.
 - 2. GHA will inspect, document, and inform the City of the adequacy of the establishment and maintenance of traffic control.
 - 3. GHA services include measurement and computation of pay items and will process ICORs and authorizations in accordance with IDOT standards.
 - 4. GHA will maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work. GHA will notify the City of any required change orders prior to authorization.
 - 5. GHA will conduct weekly progress meetings as necessary to review status and schedules. Landmark Development Company will attend the weekly progress meetings.
 - 6. GHA & Landmark Development Company will conduct a final inspection to determine if the project has been completed in general accordance with the Contract Documents and the Contractor has fulfilled obligations there under so that the Consultant may recommend, in writing, final payment to the Contractor.
 - 7. Upon substantial completion of the project, GHA will prepare a punch list in coordination with Landmark Development Company.

III. Engineering Staff and Project Schedule

Mr. Daniel J. Strahan, P.E., CFM will function as the Project Manager for the project. Senior Engineer Technician, Mr. Dave Marquardt will be performing the onsite construction coordination and documentation. Other professional staff will assist with the project as needed.

This proposal is based on an estimated 16-week construction schedule.

IV. Compensation for Services

Based on the scope of services noted above and the man-hour calculations below, we propose billing on a time and material basis with an approximate total of **\$64,799.33**.

Should the scope of work exceed these assumptions or full-time Resident Engineering services are required beyond the specified estimated construction schedule, GHA will request a modification to this Agreement.

Reimbursable expenses such as printing, photos, travel, etc., shall be billed directly to the Client without mark up. For budgeting purposes, we anticipate approximately \$850.00 for reimbursable expenses, as indicated above. No permit fees or review fees are included in this proposal.

Invoices will be submitted on a time and material basis and will detail services performed. Statements of GHA charges made against a project are submitted to clients every four weeks. This allows the client to review the status of the work in progress and the charges made. As part of the GHA statement, a separate review of the Man-Hour Estimate within the original scope will be provided. Additional hours considered to be outside the original scope of services will be identified. Should GHA determine that the original Man-Hour Estimate is to be exceeded; a written modification to the proposal will be required.

V. General Conditions of this Agreement

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and *Attachment A*, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

Encl.: Attachment A

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

The terms of this Agreement are subject to renegotiation if not accepted within 60 days of the date indicated on the contract. Requests for extension beyond 60 days should be made in writing prior to the expiration date. The fees and terms of the Agreement shall remain in full force and effect for one year from the date of acceptance of the Agreement, and shall be subject to revision at that time, or any time thereafter, if GHA gives written notice to the other party at least 60 days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement by giving the other party 10 days written notice.

Payments are due within (30) days after a statement is rendered. Fees not paid within 60 days of the end of the calendar month in which the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to make payments late. Failure of the Client to make payments when due shall, at the option of GHA, be cause for suspension of services. Upon notification by GHA of suspension of services, Client shall make payment of all outstanding invoices within seven days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, legal fees and costs.

The Client's obligation to pay for the professional services provided is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's successful completion of the project.

The Client and GHA agree that any documents prepared by either party shall conform to the specifications listed in the Engineering Agreement. Any electronic files submitted by GHA to the Client are submitted for an acceptance period of 10 days. Any defects the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Scope of Services. Corrections of defects detected and reported after the acceptance period will be compensated for as Additional Services.

The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or data on electronic media, as instruments of professional service. The plans and specifications prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to GHA. However, GHA shall retain ownership rights over all electronic data and documents.

The Client shall not reuse or make or permit to be made any modification to the plans, specifications, or electronic data without the prior written authorization of GHA. The Client agrees to waive any claim against GHA arising from any unauthorized reuse or modification of the plans and specifications or electronic data. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any damage, liability or cost, including attorneys' fees and costs, arising from any reuse or modification of the plans, specifications, or electronic data by the Client or any person or entity which acquires or obtains the plans, specifications, or electronic data from or through the Client.

The client is aware that differences may exist between the electronic files delivered and the printed plans and specifications. In the event of a conflict between the signed and/or sealed printed plans and specifications prepared by GHA and electronic files, the signed and/or sealed printed plans and specifications shall govern.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various, and possibly contradictory interpretations. GHA, therefore, will use reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. GHA, however cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project.

If required by the contracted scope of services, GHA, shall prepare an opinion of probable construction costs, which shall be submitted to the Client for review. Since GHA has no control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable costs, if called for by this Agreement as part of GHA's scope, shall be made on the basis of experience and qualifications applied to the program contemplated by the Agreement and information provided by Owner, and represent a reasonable judgment as a design professional familiar with the construction industry. However, GHA cannot and does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. If the Client wishes greater assurance as to the construction cost, Client agrees it will employ an independent cost estimator.

If required by the Scope of Services, GHA shall visit the project at defined intervals during construction to become generally familiar with the progress and quality of the contractors' work to determine if the work is proceeding in general conformance with the Contract Documents.

Client agrees that GHA does not have control of and is not responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal, State and County safety requirements, in connection with construction work performed by the Client's construction contractors. GHA is not responsible for the supervision of Client's construction contractors, subcontractors, materialmen, suppliers, or any of their employees, agents and representatives of such contractors; or responsible for any machinery, construction equipment, and tools used and employed by contractors and subcontractors in the project. GHA, Inc. has no authority or right to stop the work. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen or suppliers, or any persons or entities performing any of the construction work, or for failure of any of them to carry out their work as called for by the Construction Documents.

Neither the professional activities of GHA, nor the presence of GHA or its employees and subconsultants (if any) at a construction site, shall relieve the Contractor or any other entity of their obligations, duties and responsibilities including but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending or coordinating all portions of the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies or industry practice. GHA personnel have no authority or right to exercise any control or direction over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be included in the Client's agreement with the Contractor. The Client also agrees that the Client, GHA, and GHA's personnel and consultants shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in their performance of their work, and shall also be named as an additional insured under the Contractor(s)'s general liability insurance policy.

It is acknowledged by both parties that GHA's scope of services does not include any services related to asbestos, mold, fungus or any other hazardous or toxic materials, contaminants or pollutants. In the event that GHA, or any other party encounters asbestos mold, fungus or any other hazardous or toxic materials, contaminants or pollutants at the job site, or it should become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of GHA, GHA may, at its option and without liability for consequential or any other damages, suspend performance of its services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, mold, fungus or any other hazardous or toxic materials, contaminants or pollutants and further warrant that the jobsite is in full compliance with applicable laws and regulations.

If required by the scope of services, records drawings (or revised specifications) will be prepared, in part, on the basis of information compiled and furnished by others, the accuracy of which GHA may reasonably rely upon, GHA will not be responsible for any errors or omissions, which have been incorporated into this document due to information furnished by others.

When preparing civil engineering or surveying plans and drawings, information on existing underground utilities or soil conditions is provided from the best information available. This information may be obtained from visible surface evidence, utility company records or soil borings, and is not represented to be the exact location of these utilities or soils in the fields. Client agrees that GHA may reasonably rely on the accuracy of information furnished by third parties. Contractor is solely responsible for exact utility locations. Client shall not hold GHA responsible for Contractor's error/omission in the utility locations. Client agrees GHA is not responsible for additional costs, which result from utility conflicts or unforeseen conditions. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA, may incorporate that information into the design and reasonably rely upon same. If not included in the scope of services, such work will be compensated as additional services.

The Client agrees to limit GHA's professional liability to the Client and to all construction contractors, or subcontractors on the project arising from GHA, Inc.'s alleged negligent acts, errors, or omissions, such that the total aggregate liability of GHA, Inc. to all those named shall not exceed \$50,000 or GHA's total fee for the services rendered on this project, whichever is greater. GHA, Inc. makes no warranties, either expressed or implied, including any warranty of habitability, merchantability or fitness for any particular purpose. In no event shall GHA be liable for any loss of profit or any consequential damages.

All claims, disputes, controversies or matters in question arising out of or relating to this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence (collectively "disputes") shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, the Client and GHA shall select by mutual agreement a neutral mediator. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client or GHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect. Mediation shall take place in Chicago, Illinois unless the Client and GHA agree otherwise. The fees of the mediator(s) and costs incurred by the mediator(s) shall be apportioned equally between the parties.

Either the Client or GHA may terminate this Agreement without penalty at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination, in accordance with compensation provisions to this Agreement. The Client shall also reimburse GHA termination expenses, including, but not limited to, those associated with demobilization, reassignment of personnel and space and equipment costs. Client shall not assign this Agreement without GHA's written consent.

Exhibit C

**City of Lake Forest
Phase III – Construction Engineering Services
Lake Forest Metra UP North Line Commuter Station
Interior Renovation/Restoration
Section #: 11-00090-02-SM
Project #: TE-01D1(024)
Job #: C-91-070-16
GHA Proposal No. 2016.CS112**

Direct Cost Estimate

Estimated Expenses:

Printing Expenses Estimated at: = \$250.00

Construction Documents

Full Size Plans - 23 sheets x 4 sets x 6sf/sheet x \$0.25/sf \$138


Half Size Plans - 23 sheets x 4 sets x 2sf/sheet x \$0.25/sf \$46

Misc. Shipping Costs \$66

Vehicle Expense Estimated at:

1200 miles at \$0.50/mile = \$600.00

Direct Cost Estimate Total = \$850.00

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency City of Lake Forest	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 11-00090-02-SM	Fund Type ITEP	ITEP, SRTS, or HSIP Number(s) 120122		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-070-16	TE-01D1(025)				

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

Location

Local Name Metra UP North Line Commuter Station Route n/a Length n/a
Termini Metra UP North Line

Current Jurisdiction LPA TIP Number 10-11-0019 Existing Structure No n/a

Project Description

Stage III renovation of the interior of the Lake Forest Metra Commuter Station, UP North Line

Division of Cost

Type of Work	ITEP	%	%	LPA	%	Total
Participating Construction	226,247	(*)	()	432,843	(BAL)	659,090
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering	24,431	(*)	()	40,368	(BAL)	64,799
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 250,678			\$ 473,211		\$ 723,889

*Maximum FHWA (ITEP) participation 80% not to exceed \$250,678.00.

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

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
METHOD C---LPA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

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

Number 1- Location Map. Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Donald P. Schoenheider

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
36-6005960 conducting business as a Governmental
Entity.

DUNS Number 070160429

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

City of Lake Forest
Location: Lake Forest Metra Station UP North Line
Section No.: 11-00090-02-SM
Project No.: TE-01D1(025)
Job No.: C91-070-16
Lake County

RESOLUTION

WHEREAS, The City of Lake Forest of is attempting to improve the existing East Side Metra Train Depot; and

WHEREAS, the cost of said improvement has necessitated the use of federal funds; and

WHEREAS, the federal fund source requires a match of local match; and

NOW THEREFORE, BE IT RESOLVED by THE CITY of LAKE FOREST authorized Seventy One Thousand Two Hundred Forty-Five dollars and Twenty-Eight Cents, (\$71,245.28), or as much may be needed to match federal funds in the completion of Section Number 11-00090-02-SM.

BE IT FURTHER RESOLVED that the MAYOR and CITY MANAGER be and are hereby authorized and directed to execute the LOCAL AGENCY AGREEMENTS and any other such documents related to advancement and completion of said project; and

BE IT FURTHER RESOLVED that the Clerk is hereby directed to transmit three certified copies of this resolution to the Illinois Department of Transportation through the Division of Transportation and one certified copy to the CITY through the Office of the City Engineer.

Enacted and approved this 17th day of JANUARY, 2017, at The City of Lake Forest, Illinois.

Mayor

ATTEST:

City Clerk



THE CITY OF LAKE FOREST

ORDINANCE NO. 2017- ____

**AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 972 BEVERLY PLACE**

WHEREAS, Francis and Julie Arseneault ("**Owners**") are the owners of that certain real property commonly known as 972 Beverly Place, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the R-2, Single Family Residence Zoning District; and

WHEREAS, the Owners desire to construct an addition and make overall alterations to the residence ("**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 December 7, 2016; 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-2, Single Family 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 Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 60 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit D and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein.

PASSED THIS __ DAY OF _____, 2017.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2017.

Mayor

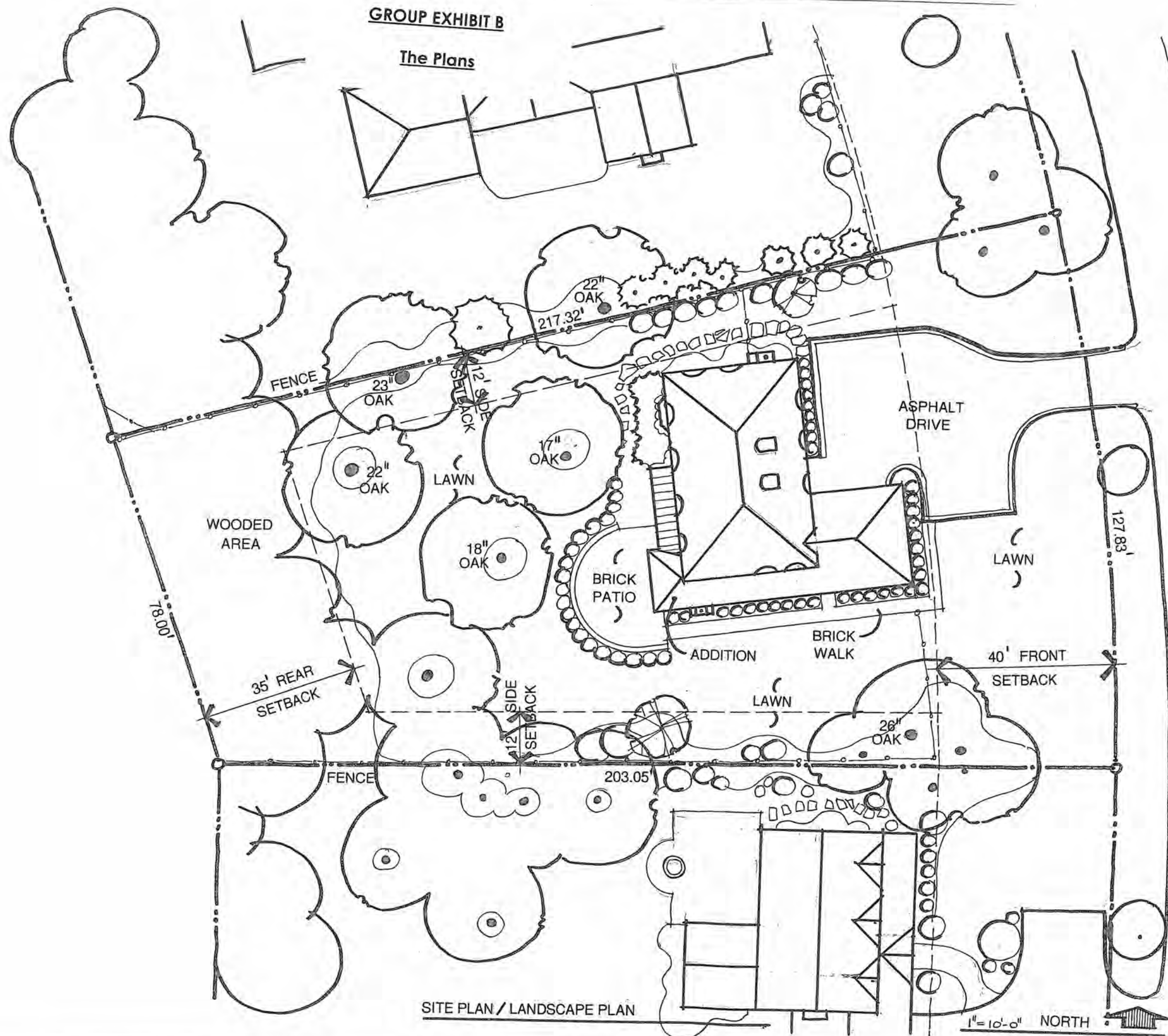
ATTEST:

City Clerk

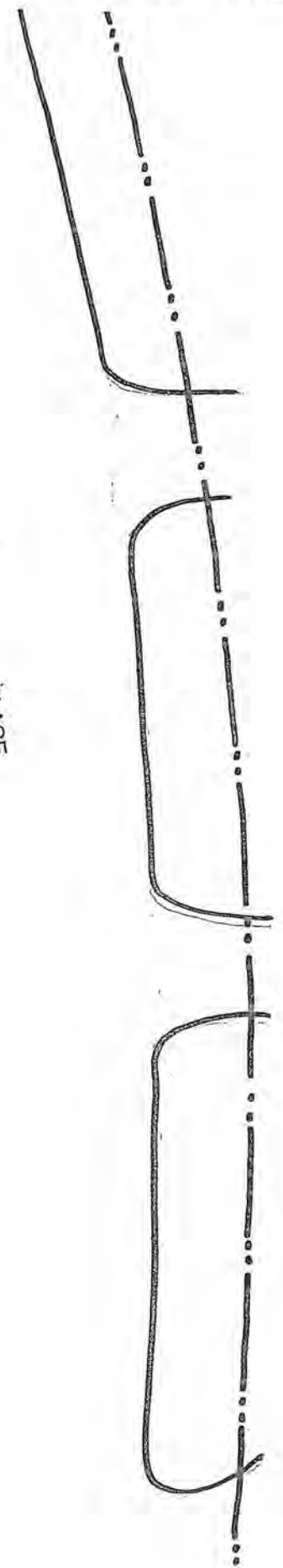
GROUP EXHIBIT B

The Plans

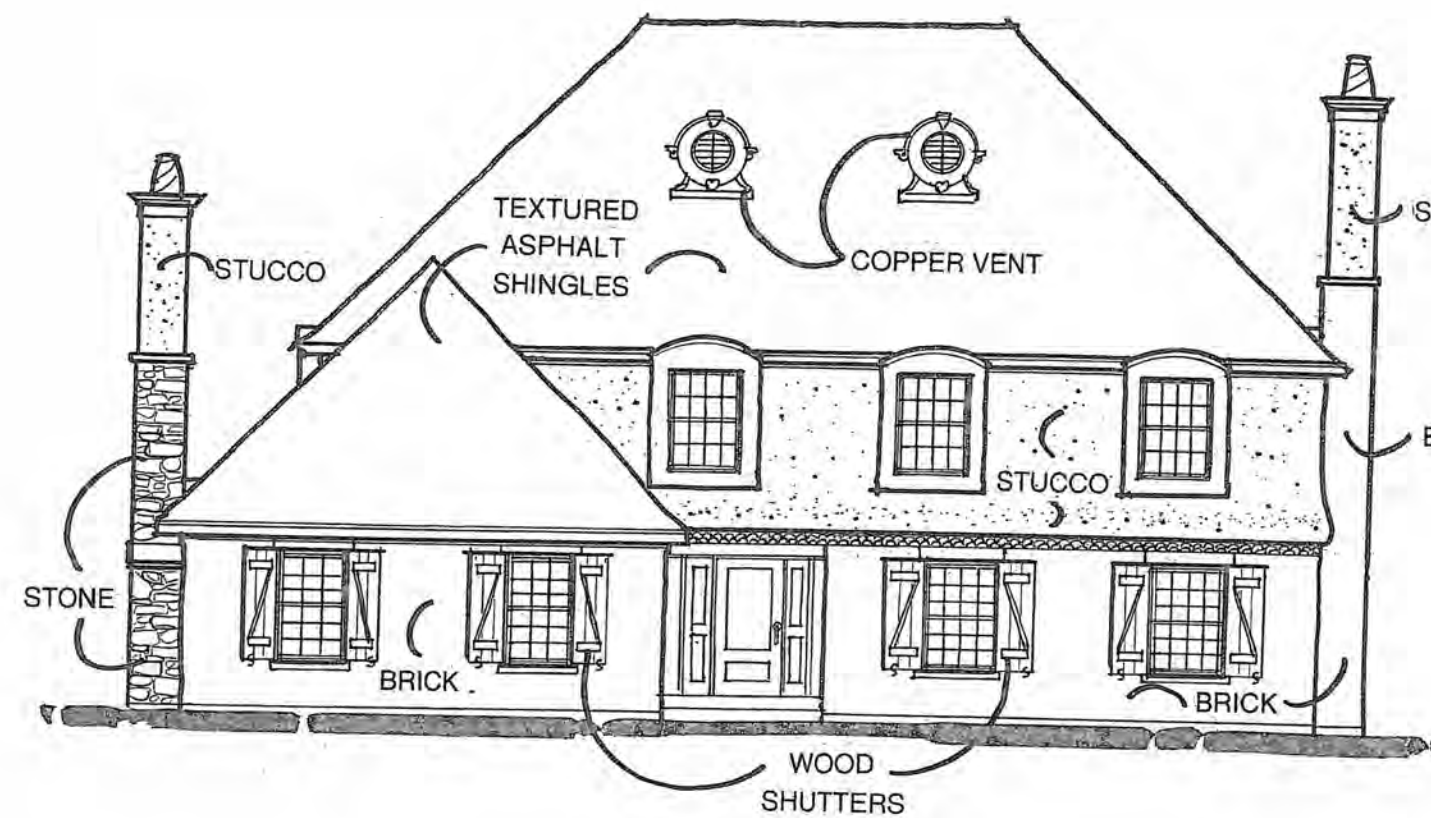
SITE PLAN - PROPOSED



BEVERLY PLACE

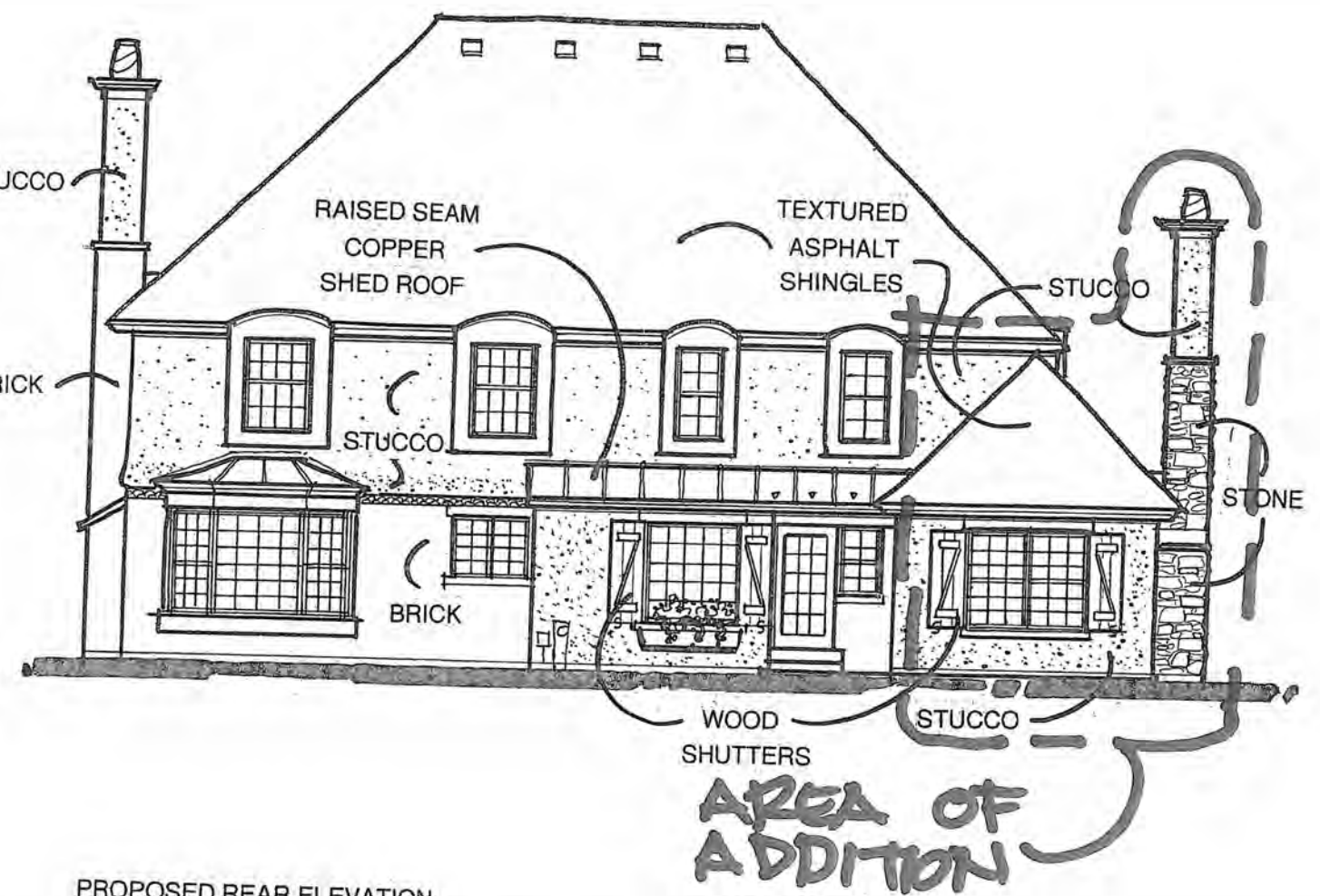


The Plans



PROPOSED FRONT ELEVATION

1/4" = 1'-0"

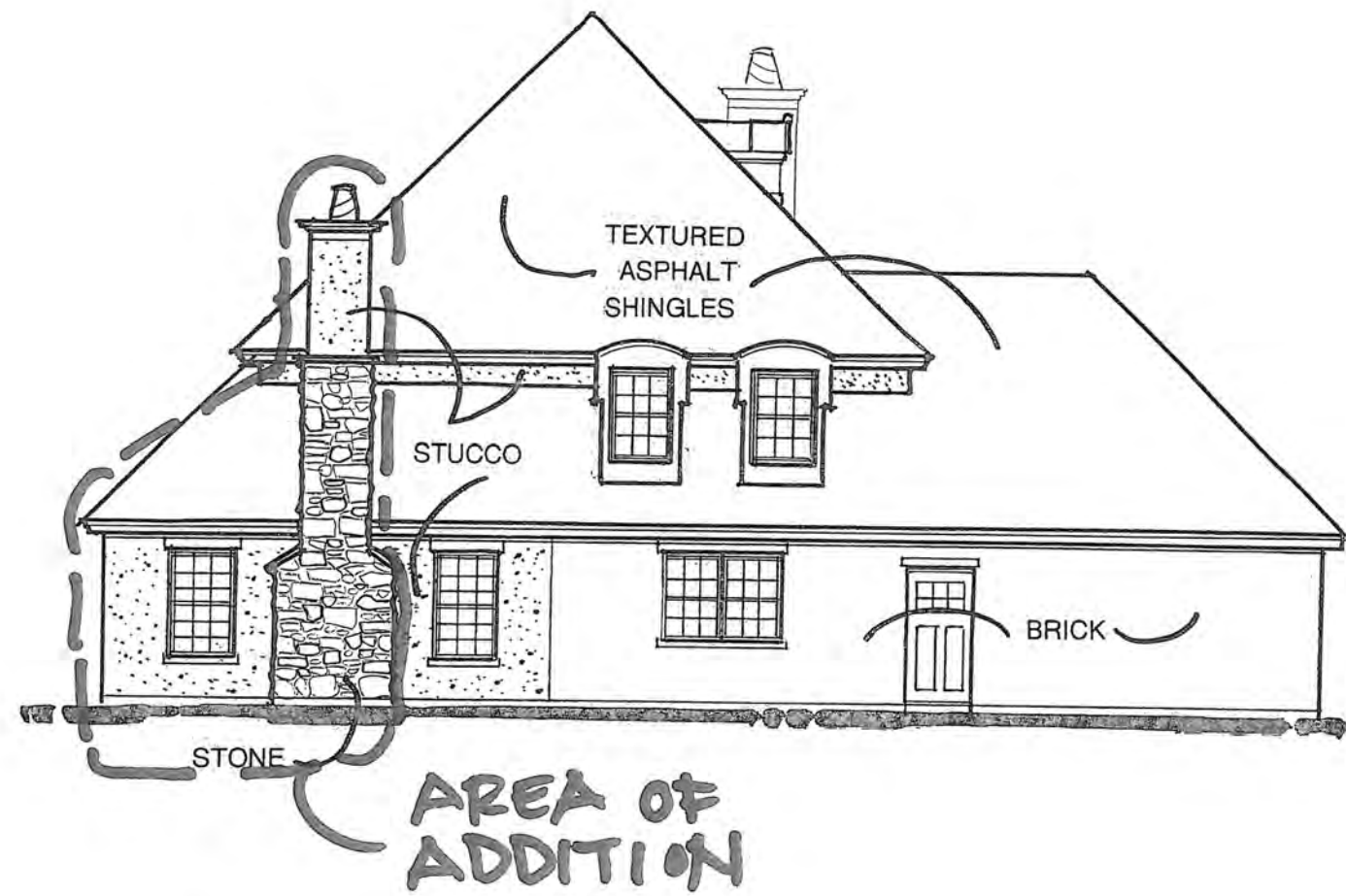


PROPOSED REAR ELEVATION

1/4" = 1'-0"

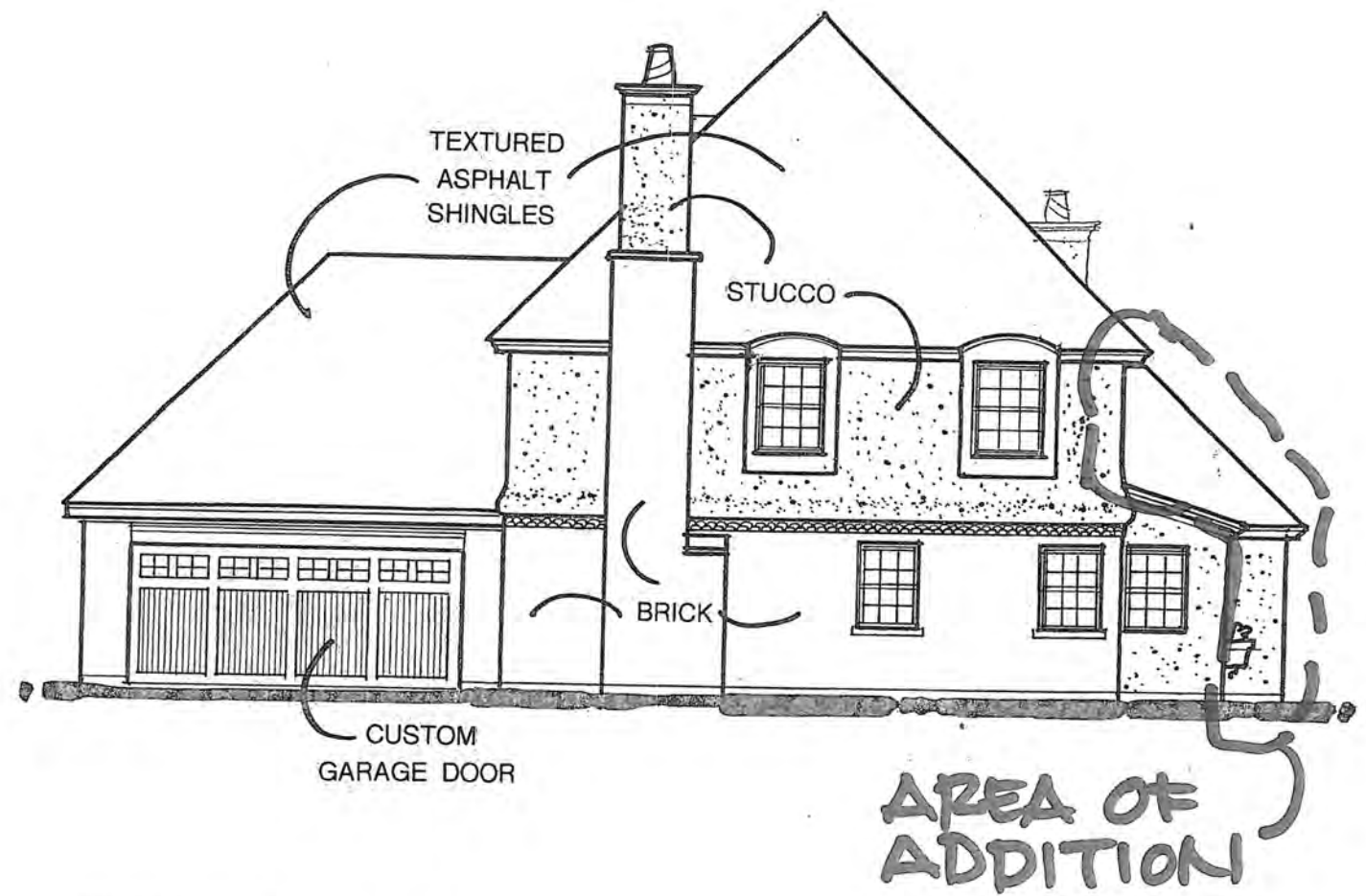
GROUP EXHIBIT B

The Plans



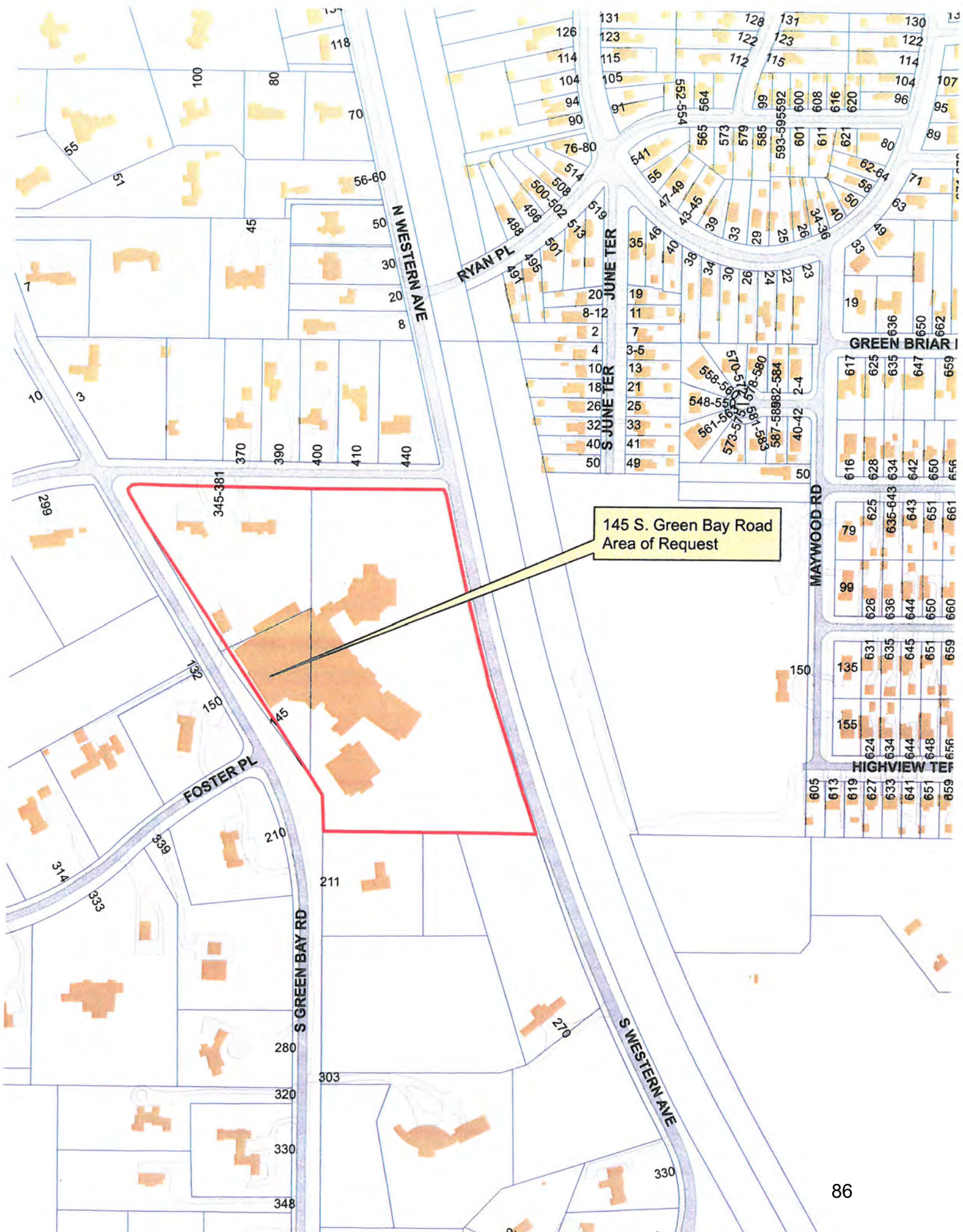
PROPOSED LEFT SIDE ELEVATION

1/4" = 1'-0"



PROPOSED RIGHT SIDE ELEVATION

1/4" = 1'-0"



145 S. Green Bay Road
Area of Request

THE CITY OF LAKE FOREST

ORDINANCE NO. 2017- ____

AN ORDINANCE APPROVING ARCHITECTURAL DESIGN FOR AN ENTRANCE/LOBBY ADDITION AND ALTERATIONS TO THE GYMNASIUM AT LAKE FOREST COUNTRY DAY SCHOOL AT 145 S. GREEN BAY ROAD

WHEREAS, Lake Forest Country Day School ("**Owner**") is the owner of that certain real property commonly known as 145 S. 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 District; and

WHEREAS, the Owner desires to construct an entrance and lobby addition to the Gymnasium and also make alterations to the west elevation ("**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, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on December 7, 2016; 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. 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. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- D. 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.

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

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

PASSED THIS __ DAY OF _____, 2017.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2017.

Mayor

ATTEST:

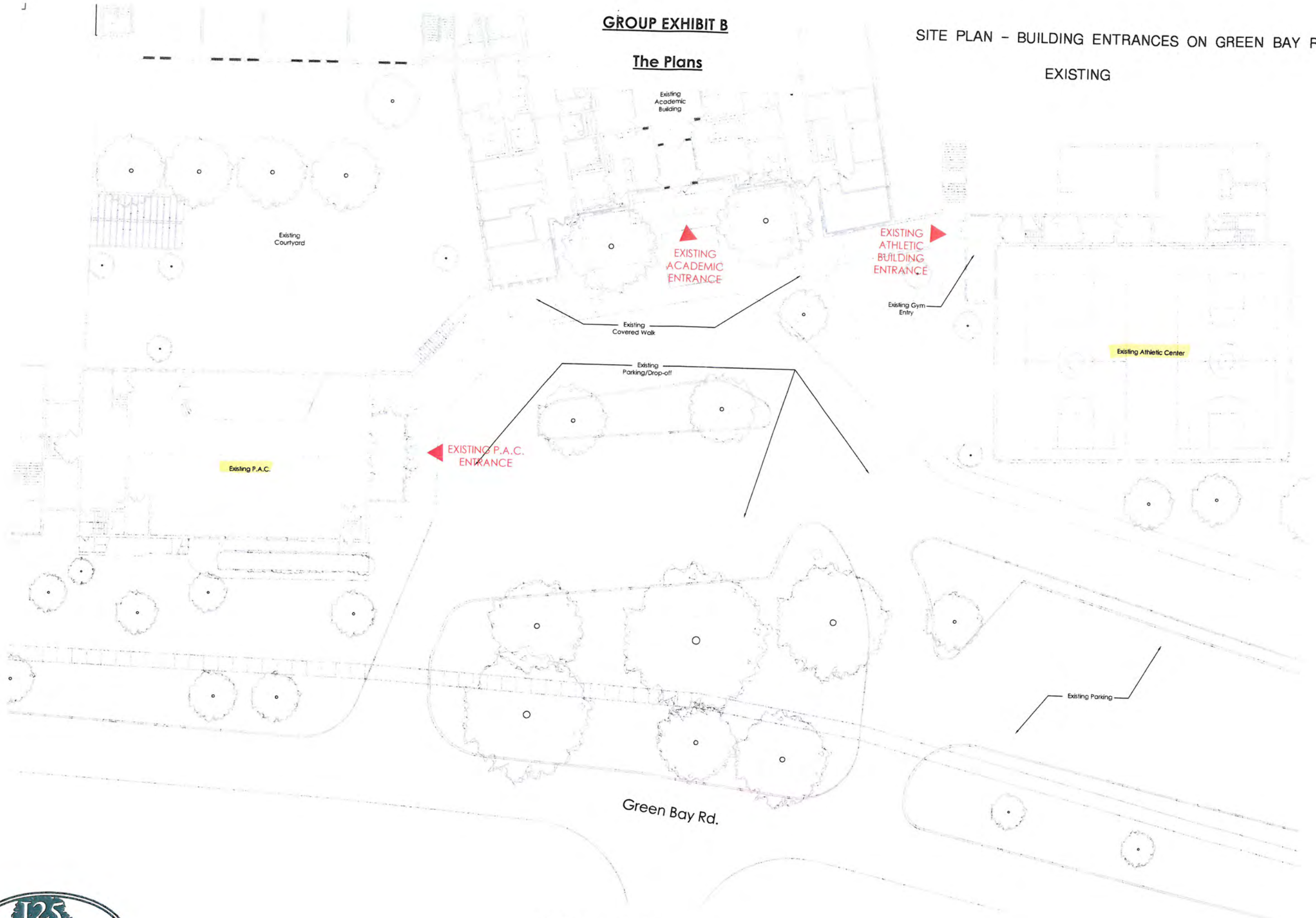
City Clerk

GROUP EXHIBIT B

SITE PLAN - BUILDING ENTRANCES ON GREEN BAY ROAD FRONTAGE

EXISTING

The Plans



Existing Entrance Plan



The Plans

EXISTING ACADEMIC
BUILDING

EXISTING COURTYARD BELOW

Academic

Arts

Athletic

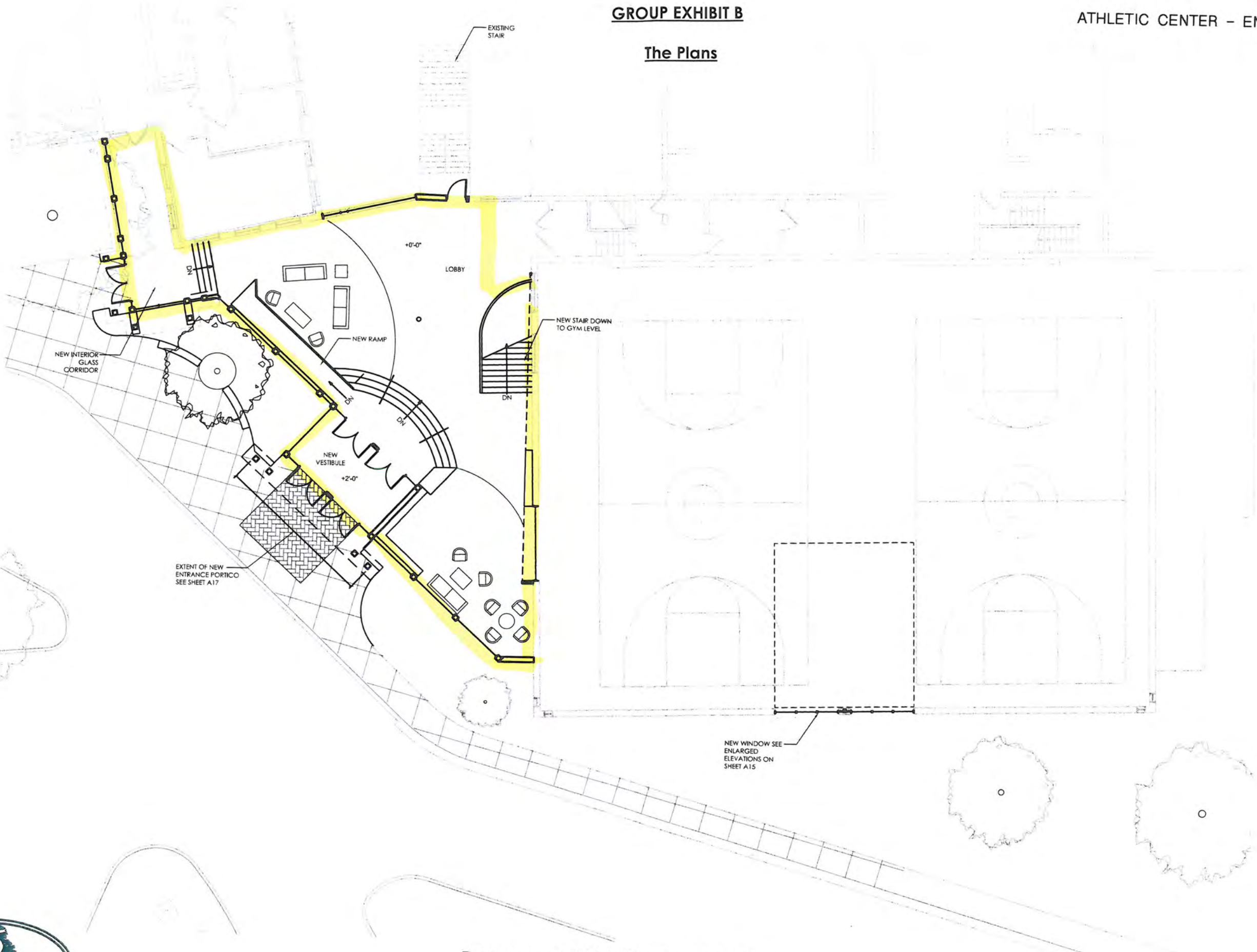
PROPOSED NEW LOBBY
ON EXISTING GYM

GREEN BAY ROAD

Proposed Campus Entrance Plan



The Plans



Proposed Athletic Center Plan



The Plans



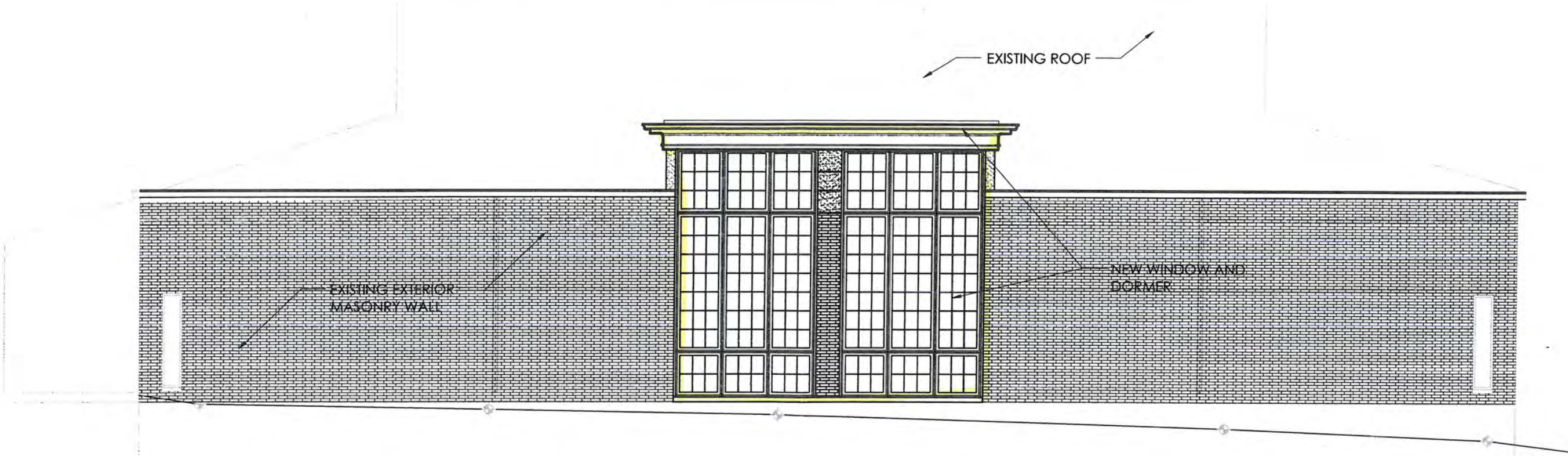
PROPOSED PORTICO ELEVATION - ATHLETIC CENTER

SCALE: 1/8" = 1'-0"



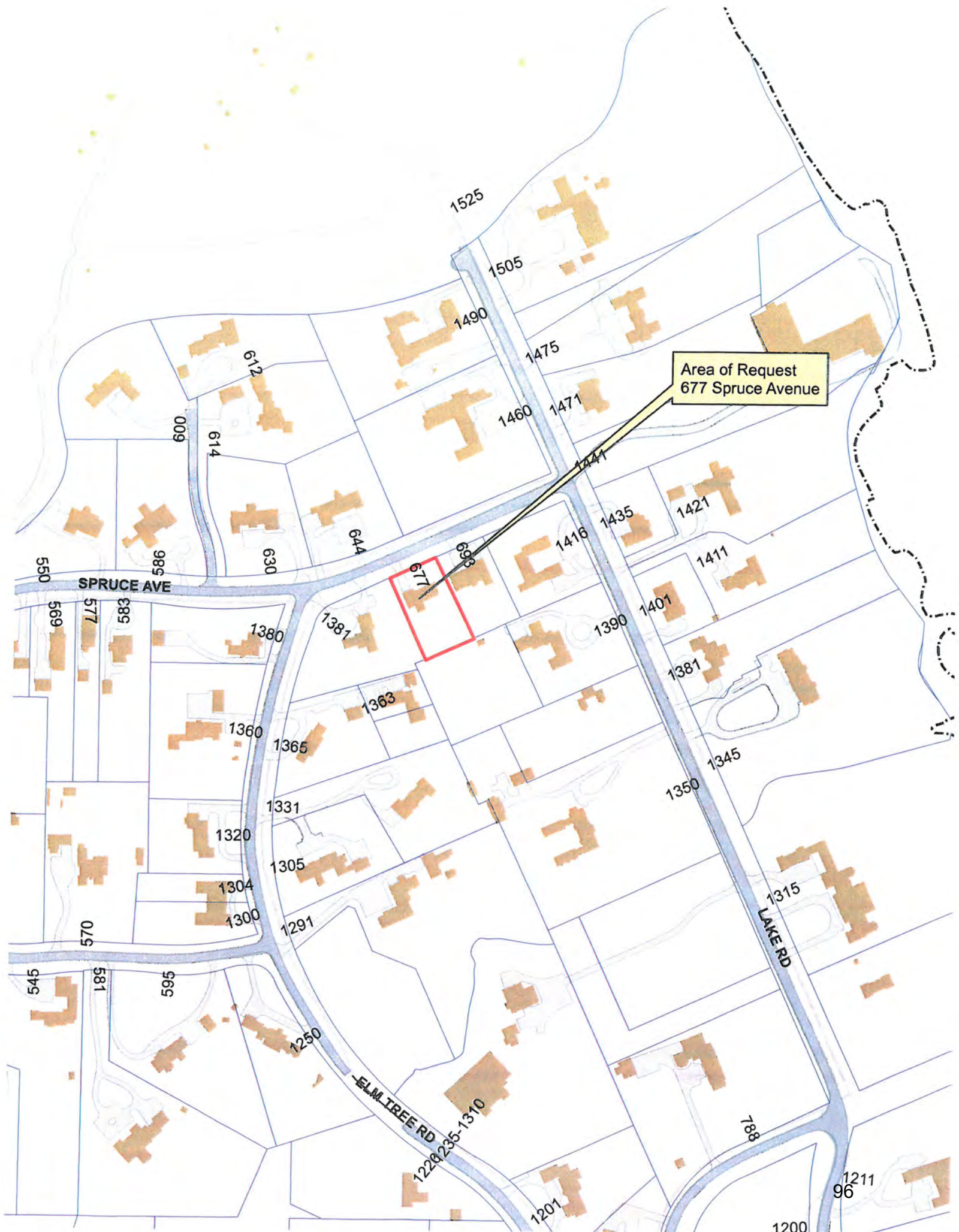
PASMA GROUP
ARCHITECTS

The Plans



PROPOSED WEST ELEVATION - ATHLETIC CENTER
SCALE: 1/8" = 1'-0"





THE CITY OF LAKE FOREST

ORDINANCE NO. 2017-__

AN ORDINANCE GRANTING VARIANCES FROM FRONT AND SIDE YARD SETBACK REQUIREMENTS FOR PROPERTY LOCATED AT 677 SPRUCE AVENUE

WHEREAS, TMJC Holdings, LLC, Jamie Childs and Tom Mazakakis ("**Owners**") are the owners of that certain real property commonly known as 677 Spruce Avenue, 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 construct improvements, including a front portico addition and expansion of the existing garage ("**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**") requesting approval of variances from Section 159.082, R-4, Single Family Residence, of the City of Lake Forest Code to allow construction of the Improvements within the front yard and side yard setback areas; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on December 12, 2016; and

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

1. The requested setback variances will not alter the essential character of the neighborhood and will be consistent with the surrounding properties;
2. The conditions upon which the variances are requested are generally unique to this property and not applicable to other properties in the same zoning district. The existing structure is non-conforming with respect to the front yard and side yard setback requirements and modifying the existing residence to meet current living requirements, necessitates modifications to the already non-conforming areas.
3. The hardship in conforming to the current setbacks is a result of a City initiated zone change for the larger area that occurred more than 20

- years ago. This condition was not created by any current or former owner of the property.
4. The variance will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or diminish property values.

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 variances 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: Side Yard and Front Yard Setback Variances Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variances to allow construction of the Improvements with an encroachment of up to 9 feet into the front yard setback and an encroachment of up to 3.5 feet into the side yard setback.

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. Approval by City Engineer. Prior to the issuance of a building permit, the plans shall be subject to review and approval by the City Engineer.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- 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 Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 60 days following the passage of this Ordinance, the unconditional agreement and consent, in the

form attached hereto as Exhibit 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 _____, 2017.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

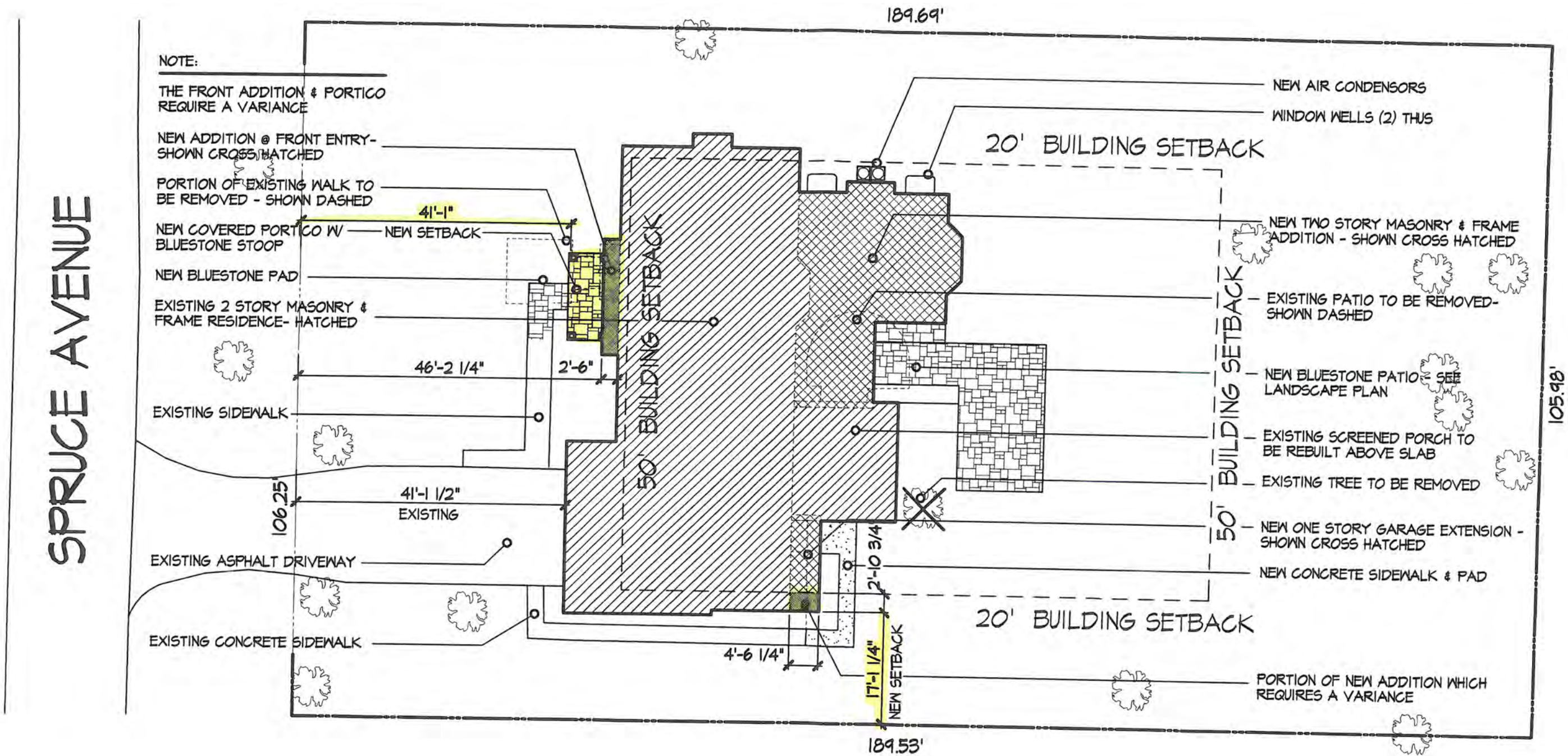
PASSED THIS __ DAY OF _____, 2017.

Mayor

ATTEST:

City Clerk

The Plans



The Plans

26'-6" CALCULATION LINE

NEW CEDAR SHINGLE ROOF

NEW ALUMINUM GUTTERS & DOWNSPOUTS

19'-0" CALCULATION LINE

NEW DECORATIVE WOOD NEWEL POST & RAILING

NEW WOOD PANEL SHUTTERS

NEW WOOD SIDING TO MATCH EXISTING & EXPOSURE

NEW WOOD CROWN & FREEZE BD. @ NEW PORTICO

NEW 10" SQUARE PILASTER & COLUMNS

NEW WOOD DOOR W/ SIDELIGHTS & WOOD PANELS

NEW PAVER STOOP

EXISTING BRICK CHIMNEY BEYOND

NEW ALUMINUM CLAD WOOD DBL-HUNG WINDOWS

NEW CEDAR SHINGLE ROOF

NEW ALUMINUM GUTTERS & DOWNSPOUTS

NEW WOOD/GLASS OVERHEAD GARAGE DOOR

EXISTING BRICK

EXISTING ADDITION

ADDITION EXISTING

NEW CEDAR SHINGLE ROOF

26'-6" CALCULATION LINE

ALUMINUM CLAD WOOD DBL-HUNG WINDOWS

19'-0" CALCULATION LINE

NEW WOOD PANEL SHUTTERS

COPPER ROOF @ LINK

NEW WOOD SIDING TO MATCH EXISTING & EXPOSURE

NEW WOOD CROWN & FREEZE BD. @ NEW PORCH & LINK

NEW 8" SQUARE PILASTER & COLUMNS

WOOD/SCREEN PANELS @ PORCH

LIMESTONE SILL & BRICK KNEEWALL

10" W. WOOD PILASTERS & WOOD PANELS

NEW BRICK CHIMNEY BEYOND

WOOD GABLE VENT TO MATCH EXISTING

NEW CEDAR SHINGLE ROOF

NEW ALUMINUM GUTTERS & DOWNSPOUTS

NEW WOOD PANEL SHUTTERS

NEW WOOD SIDING TO MATCH EXISTING & EXPOSURE

NEW COPPER ROOF @ BAY

WOOD CROWN & FASCIA

ALUMINUM CLAD WOOD PICTURE & DBL-HUNG WINDOWS

NEW BRICK TO MATCH EXISTING

NEW LIMESTONE SILL TO MATCH EXISTING

12
6

Front & Rear Elevations

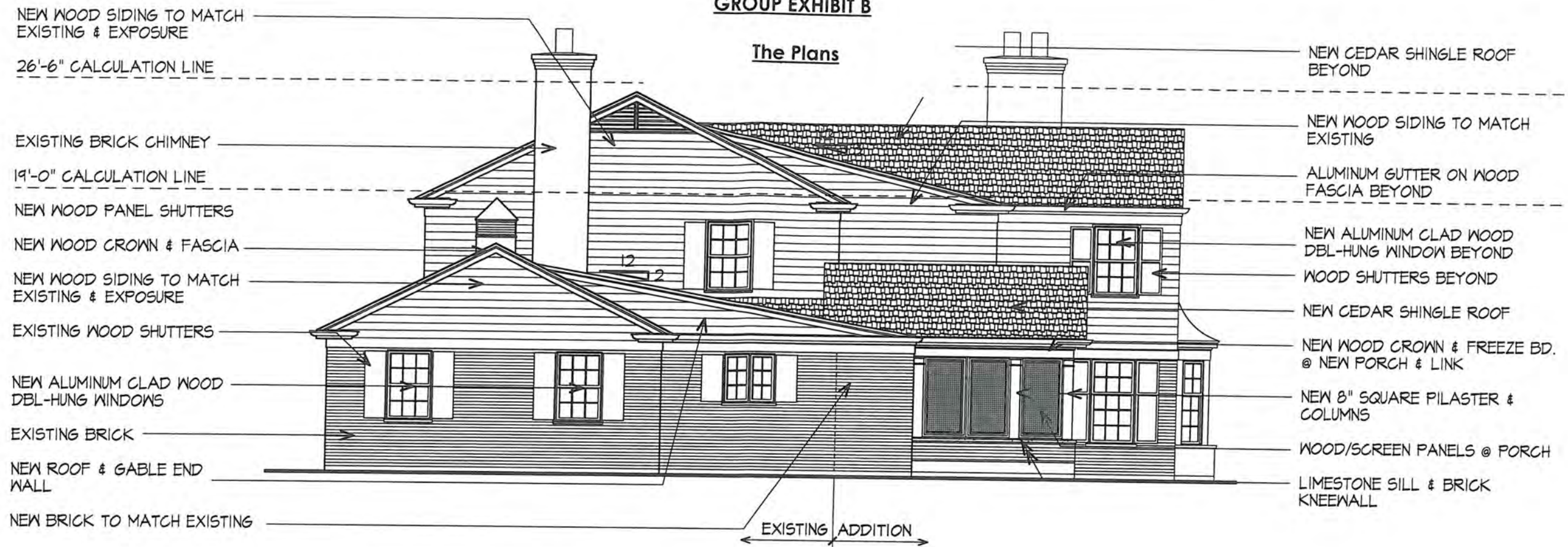


Spruce Residence - 677 Spruce Avenue

Michael E. Breseman Architects Ltd

GROUP EXHIBIT B

The Plans



Left & Right Elevations



Spruce Residence - 677 Spruce Avenue

Michael E. Breseman Architects Ltd



770 W. Westleigh Road
Area of Request

THE CITY OF LAKE FOREST

ORDINANCE NO. 2017 -

AN ORDINANCE AMENDING THE CITY OF LAKE FOREST ZONING MAP AS AMENDED
REZONING A 22-ACRE PARCEL LOCATED ON THE NORTH SIDE OF WESTLEIGH
ROAD, BETWEEN STABLE LANE AND WALLACE ROAD, AT 770 W. WESTLEIGH ROAD,
FROM R-5, SINGLE FAMILY RESIDENCE DISTRICT, TO R-4, SINGLE FAMILY RESIDENCE
DISTRICT.

WHEREAS, Lake Forest Land Foundation, ("**Owner**") is the owner of certain real property commonly known as the site of the proposed 770 Westleigh Road Subdivision and legally described in Exhibit A and depicted in Exhibit B, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the R-5, Single Family Residence Zoning District; and

WHEREAS, the Owner has petitioned the City to rezone the Property to the R-4 Single Family Residence District in accordance with the provisions of Section 159.044 of The City of Lake Forest Code, as amended; and

WHEREAS, pursuant to public notice duly published, the Plan Commission of The City of Lake Forest ("**Plan Commission**") held a public hearing over the course of three meetings on October 12, 2016, November 9, 2016 and December 14, 2016 to consider the request for a zone change as required by law and hear public testimony on the matter; and

WHEREAS, the Plan Commission, 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. Properties in the surrounding areas are zoned R-4. The proposed R-4 zoning for this property is consistent with zoning patterns in the area. The current R-5 zoning, with a minimum 3-acre lot size, varies from the general zoning pattern in this area. Historically, the R-5 District is considered a "holding district" except for properties located close to the City limits. This property is located in the midst of developed areas and not at the edge of the City.
2. The proposed R-4 zoning district will allow single family homes at a density that is similar to the density of the surrounding neighborhoods. The uses allowed by the R-4 zoning are consistent with the overall pattern of development in this area.
3. The property proposed for development is suitable for development with single family homes at the density permitted by the R-4 zoning district. A significant portion of the property will be preserved as open space in perpetuity. The property is suitable for development with single family homes.
4. The surrounding area is developed with residential neighborhoods. Lots in the area are of various shapes and homes are of various sizes. The overall density of development proposed in the 770 Westleigh Road Subdivision will be consistent with the overall density of the surrounding subdivisions. No future development of the preserved areas will be possible. The proposed development represents full buildout of the parcel.
5. In recent years, the City has frequently received input that the City has more than an adequate supply of large lots. Under the R-5 District, a subdivision of 3-acre lots could be developed on this site. Feedback received by the City has consistently indicated that smaller lots, developed with new homes, in a unique setting, are of interest to buyers. This type of housing will provide a housing type that is in limited supply in the community.

and recommended that the City Council rezone the Property from R-5, Single Family Residence District, to R-4, Single Family Residence Zoning District, as hereinafter set forth; and

WHEREAS, the Mayor and City Council, having considered Owner's application to rezone the Property and the findings and recommendations of the Plan Commission, have determined that it is in the best interests of the City and its residents

to rezone the Property from R-5, Single Family Residence District, to R-4 Single Family Residence District;

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

SECTION 1. Recitals. The foregoing recitals are hereby incorporated into this Ordinance as the findings of the City Council.

SECTION 2. Amendment to The City of Lake Forest Zoning Map. The City of Lake Forest Zoning Map shall be, and is hereby, amended to change the zoning district designation of the Property from R-5, Single Family Residence District, to R-4 Single Family Residence District.

SECTION 3. Effective Date: This ordinance shall be in full force and effect from and after its passage, approval, recordation and publication, as provided by law.

PASSED THIS ____ DAY OF _____, 2017

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ____ DAY OF _____, 2017

MAYOR

ATTEST:

City Clerk

Exhibit A

Legal Description

PARCEL 1

THE WEST 585 FEET OF THE SOUTH 744.62 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS EXCEPT THAT PART THEREOF LYING IN WESTLEIGH ROAD, AS SHOWN ON THE PLAT OF DEDICATION RECORDED JANUARY 10, 1945, AS DOCUMENT 555926

PARCEL 2

THAT PART OF GOVERNMENT LOT 1 OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 311.70 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF LOT 1, A DISTANCE OF 263.66 FEET; THENCE NORTHEASTERLY 552.35 FEET, MORE OR LESS, TO A POINT ON A LINE PARALLEL WITH AND 860 FEET EAST OF THE WEST LINE OF SAID LOT 1 (AS MEASURED ALONG THEN SOUTH LINE THEREOF) SAID POINT BEING 241.82 FEET SOUTH OF SAID NORTH LINE OF LOT 1; THENCE SOUTH ALONG SAID LINE PARALLEL WITH THE WEST LINE OF LOT 1, A DISTANCE OF 1,078.59 FEET, MORE OR LESS, TO SAID SOUTH LINE OF SAID LOT 1; THENCE WEST ALONG SAID SOUTH LINE OF LOT 1, A DISTANCE OF 864.00 FEET, MORE OR LESS, TO THE SOUTH WEST CORNER OF LOT 1; THENCE NORTH ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 1321 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, EXCEPT THE WEST 585 FEET OF THE SOUTH 744.62 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE 3RD PRINCIPAL MERIDIAN, AND ALSO EXCEPT THAT PART LYING IN WESTLEIGH ROAD, ACCORDING TO THE PLAT OF DEDICATION FOR PUBLIC STREET PURPOSES RECORDED JANUARY 10, 1945 AS DOCUMENT 555926.

PARCEL 3

THE EAST 330 FEET OF THE SOUTH 792 FEET OF THE PARCEL DESCRIBED AS THE WEST 860.0 FEET OF GOVERNMENT LOT 1 OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE 3RD PRINCIPAL MERIDIAN, EXCEPT THAT PORTION LYING IN LOT 1 OF GRACE C. COCHRAN SUBDIVISION, RECORDED OCTOBER 14, 1953, AS DOCUMENT 805414, ALSO EXCEPT THAT PART THEREOF LYING IN WESTLEIGH ROAD, AS SHOWN ON THE PLAT OF DEDICATION RECORDED JANUARY 10, 1945, AS DOCUMENT 555926, IN LAKE COUNTY, ILLINOIS.

PARCEL 4

THE EAST 220 FEET OF THE WEST 370 FEET OF THE SOUTH 1035 FEET OF GOVERNMENT LOT 1 OF THE NORTH WEST ¼ OF SECTION 5 TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS, EXCEPT THAT PORTION LYING IN LOT 1 OF GRACE C. COCHRAN SUBDIVISION, RECORDED OCTOBER 14, 1953, AS DOCUMENT 805414, AND ALSO EXCEPT THAT PART THEREOF LYING IN WESTLEIGH ROAD, AS SHOWN ON THE PLAT OF DEDICATION RECORDED JANUARY 10, 1945, AS DOCUMENT 555926, LAKE COUNTY, ILLINOIS,

COMMENCING AT THE SOUTHEASTERLY MOST CORNER OF THE ABOVE DESCRIBED PARCEL 1;

THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 4414.55 FEET, SAID LINE BEING THE NORTH RIGHT OF WAY LINE OF WESTLEIGH ROAD AS DEDICATED BY DOCUMENT 555926, A DISTANCE OF 351.61 FEET TO A POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE NORTHERLY ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1340.21 FEET, A DISTANCE OF 179.89 FEET;

THENCE NORTH 73° 33' 05" WEST, A DISTANCE OF 61.54 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 60.00 FEET, A DISTANCE OF 35.97 FEET;

THENCE SOUTH 02° 16' 26" EAST, A DISTANCE OF 77.63 FEET;

THENCE NORTH 88° 37' 14" WEST, A DISTANCE OF 106.60 FEET;

THENCE NORTH 38° 55' 55" WEST, A DISTANCE OF 89.91 FEET;

THENCE NORTH 00° 15' 34" EAST, A DISTANCE OF 114.80 FEET;

THENCE NORTH 31° 03' 00" EAST, A DISTANCE OF 88.37 FEET;

THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 114.28 FEET;

THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 46.25 FEET;

THENCE NORTH 45° 00' 00" EAST, A DISTANCE OF 65.41 FEET;

THENCE NORTH 90° 00' 00" EAST, A DISTANCE OF 225.00 FEET;

THENCE SOUTH 45° 00' 00" EAST, A DISTANCE OF 80.35 FEET;

THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 31.20 FEET;

THENCE SOUTH 66° 35' 53" EAST, A DISTANCE OF 156.70 FEET;

THENCE SOUTH 17° 53' 19" EAST, A DISTANCE OF 104.51 FEET;

THENCE SOUTH 20° 53' 36" WEST, A DISTANCE OF 118.81 FEET;

THENCE SOUTH 58° 33' 18" WEST, A DISTANCE OF 114.38 FEET;

THENCE NORTH 64° 58' 59" WEST, A DISTANCE OF 108.80 FEET;

THENCE SOUTH 25° 01' 01" WEST, A DISTANCE OF 65.40 FEET;

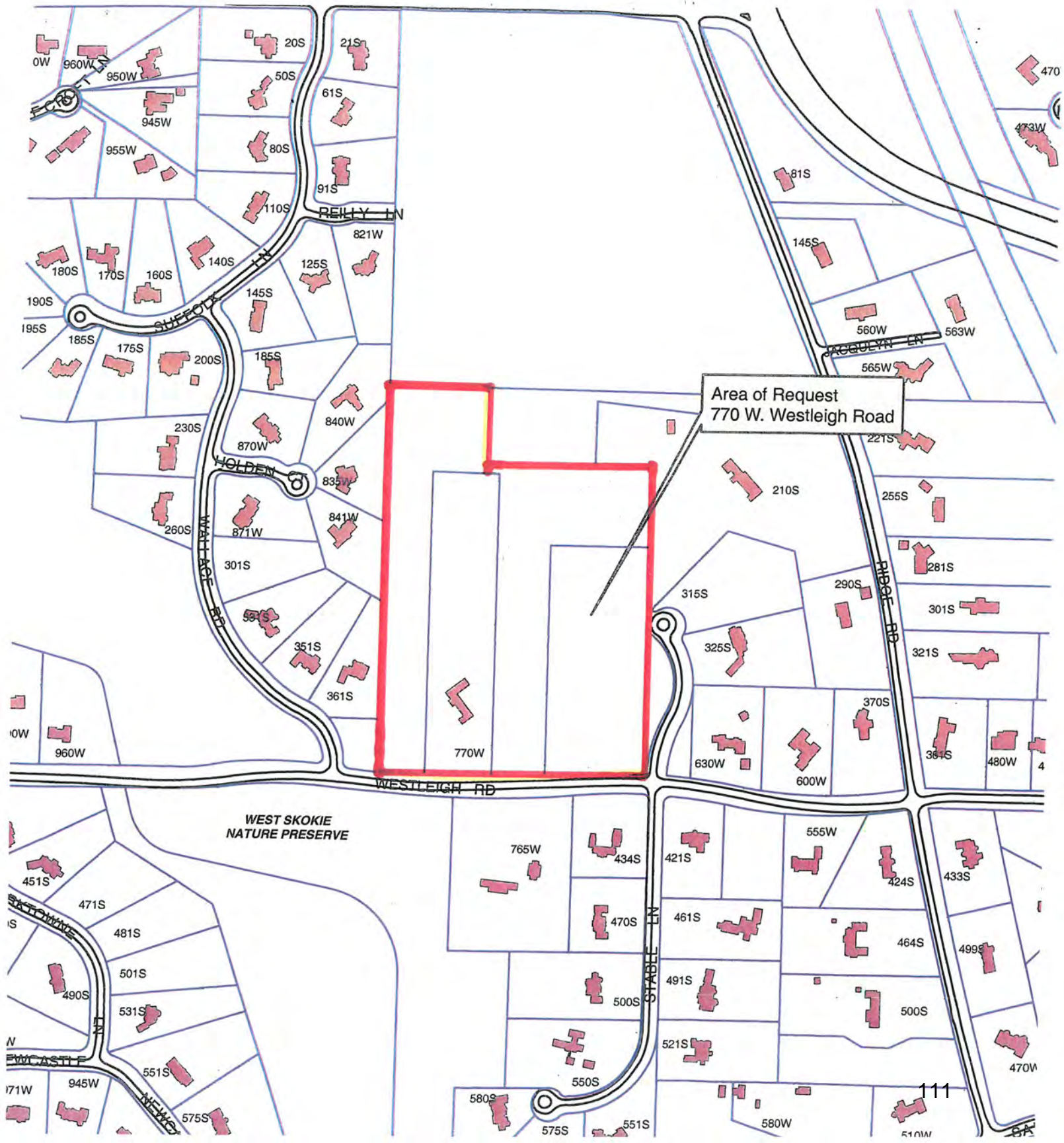
THENCE NORTH 90° 00' 00" WEST, A DISTANCE OF 97.08 FEET;

THENCE SOUTHERLY ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1274.21 FEET, A DISTANCE OF 51.32 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID WESTLEIGH ROAD;

THENCE WESTERLY ALONG A CURVE, CONCAVE NORTHERLY, SAID CURVE BEING THE NORTH RIGHT OF WAY LINE OF SAID WESTLEIGH ROAD, HAVING A RADIUS OF 4415.55 FEET, A DISTANCE 66.23 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Map

Map





PLAN COMMISSION REPORT
ZONE CHANGE AND PLANNED PRESERVATION SUBDIVISION – Tentative Plat
770 W. Westleigh Road

TO:	Honorable Mayor Schoenheider and members of the City Council
DATE:	December 14, 2016
FROM:	Chairman Ley and Members of the Plan Commission
SUBJECT:	Request for Approval of 1) a Zone Change from R-5 to R-4 and 2) a Tentative Plat of Subdivision for a 9 - Lot Planned Preservation Subdivision

PROPERTY OWNER

Lake Forest Land Foundation
350 N. Waukegan Road
Lake Forest, IL 60045

PROPERTY LOCATION

770 W. Westleigh Road
North side of Westleigh Road, West
of Stable Lane

ZONING

R-5 Single Family
District (3 Acre
Minimum Lot Size) and
Historic Residential and
Open Space
Preservation District

APPLICANT/PROPOSED DEVELOPER -- 9 RESIDENTIAL LOTS

Janko Group, LLC (Gary R. Janko, Susan Janko)
1161 Lake Cook Road, Suite A
Deerfield, IL 60015

Activity on this Petition

On October 12, 2016, the Plan Commission opened a public hearing on this petition. The Commission heard an introductory presentation from the property owner and the developer, and heard public comment. The Commission asked questions and requested further study particularly with respect to the access to and through the proposed development. In response to the Commission's discussion, the petitioner prepared additional materials which were presented at the November 9, 2016 meeting.

At the November 9, 2016 meeting the Commissioner heard additional public testimony and deliberated. At the December 14, 2016 meeting, the petitioner provided the following responses to the outstanding questions and concerns.

1. Setback of new homes from Westleigh Road – In response to questions and comments about setbacks, the petitioner conducted further due diligence and prepared additional exhibits demonstrating that the setbacks from Westleigh Road, as expanded, are consistent with or exceed the pattern of setbacks of existing homes along Westleigh Road.

- Existing homes along Westleigh Road are setback varying distances from the property line, from 212 feet at the high end, to 64 feet at the low end. The Code requires a minimum setback distance of 50 feet.
 - In response to comments, the setbacks were increased for the three new homes located closest to Westleigh Road. The setbacks as proposed on the revised plat are as follows:
 - Lot 7 – No portion of the new house will be located closer than 110 feet to the property line along Westleigh Road.
 - Lot 8 – No portion of the new house will be located closer than 117 feet to the property line along Westleigh Road.
 - Lot 9 – No portion of the new house will be located closer than 123 feet to the property line along Westleigh Road.
 - The setbacks as proposed are more than double the setback required in the Code.
2. Width of the Conservation Easement – A Conservation Easement along Westleigh Road, was suggested by the Commission and is reflected on the revised plat of subdivision. A condition of approval is recommended by the Commission that the Conservation Easement be established with a minimum width of 50 feet with the exception of the areas where the Easement is adjacent to Outlot D and Lots 7, 8 and 9, in which case the Easement shall extend beyond 50 feet, to the property lines of the parcels.
 3. Permitted Density – The Commission raised questions about the density that this property could support under a conventional R-4 subdivision and in particular questioned whether the areas encumbered by wetlands should be factored in to the density calculation. After the November meeting, City staff re-reviewed the 10-lot conventional plan submitted by the petitioners and reaffirmed that although not desirable, and despite the fact that a 10-lot plan would likely involve lengthy and costly reviews and permitting, from a calculation perspective, the plan adequately proves the potential 10 lots on the property.

The Planned Preservation Subdivision provisions in the Code do not require that a conventional subdivision plan be engineered or approved by outside permitting agencies, only that a conventional plan reasonably demonstrates the density that would be allowed based on the underlying zoning. The Code states:

“The underlying zoning of the subject property shall govern the number of lots permitted within any subdivision approved under this section, provided that the area of any street, road or access easement, on or across such property, shall be excluded, as in the conventional subdivision process.”

There is no requirement in the Code that wetland areas, or any other naturally significant areas be excluded from the calculation. The Code clearly specifies the areas that should be excluded from the calculation, roads and access easements. If in fact the Code required that acreage encumbered by naturally significant areas be

excluded from the calculation, the Planned Preservation Subdivision provisions would offer little if any incentive to developers since the density permitted by right could not be achieved. The Planned Preservation provisions are intended to avoid or minimize impacts on wetlands or other natural areas. No increase in density is proposed over what the property could support under a conventional subdivision approach. The proposed density is consistent with the underlying zoning.

In an effort to fully respond to the Plan Commission's questions about density, the petitioner conducted further due diligence around the conventional plan, beyond what would normally be required, to further demonstrate that but for the flexibility offered in the City Code for the purpose of preserving important natural areas, this property could be fully developed. A second conventional plan was provided to the Commission demonstrating that in addition to the ten lot plan, a nine lot plan, which would require less mitigation of wetlands, could be achieved on the 22-acre parcel. The 9-lot plan significantly impacts natural resources on the property and is not consistent with the goal of the Planned Preservation Subdivision provisions in the City Code.

4. Curb cut on Westleigh Road – The plan does not propose any increase in curb cuts on Westleigh Road. The existing curb cut will be infilled with vegetation and will be protected by the Conservation Easement that will be extended along Westleigh Road. The proposed curb cut will be shifted west to align with open land on the south side of Westleigh Road, to avoid impacting existing residential homes with headlights from cars exiting the development.

As noted at the November meeting, extending a road on to the parcel from the north end of Stable Lane will require bisecting important natural areas and will change the hydrology of the site. Connection to Stable Lane at any point south of the end of the cul-de-sac would require constructing a road on property not owned by the developer. The public right-of-way for Stable Lane does not abut the property proposed for development.

Recommended Plan Commission Action

- 1. The Plan Commission voted 4 to 0 to recommend approval of a zone change from R-5, Single Family Residence District, to R-4, Single Family Residence District.**
- 2. The Plan Commission voted 4 to 0 to recommend approval of the tentative plat of subdivision for the 770 Westleigh Road Planned Preservation Subdivision subject to the following conditions.**

The following conditions shall be satisfied prior to consideration of a request for final plat approval by the Plan Commission.

1. Final engineering plans which have been determined to be complete, accurate and in conformance with all applicable regulations and standards by the City Engineer, and any

other documents deemed necessary by the City Engineer shall be on file, in final form, with the City.

- Approvals from any outside agencies must be submitted as directed by the City Engineer.
 - The engineering plans shall reflect the preservation of the existing topography to the extent possible with any grade changes kept to the minimum necessary to meet good engineering practices.
2. The final plat of subdivision shall be submitted and determined to meet all applicable requirements by the City Engineer and Director of Community Development. The following notations, and any other notes deemed appropriate by staff, shall appear on the final plat of subdivision.
- No further subdivision of the open space areas is permitted.
 - A Conservation Easement must be established the full length of Westleigh Road, except for the area where the curb cut is located with appropriate clearance for sightlines as required by the City Engineer. The Conservation Area must be a minimum depth of 50 feet except for the area which is immediately adjacent to Lots 7, 8 and 9, and Outlot D, in which case the Conservation Easement shall extend to the south property lines of those lots.

The Conservation Easement shall be maintained as a vegetative buffer to preserve the natural streetscape of Westleigh Road. Any removals within the Conservation Area are subject to review and approval by the City along with a plan and timeline for replacement plantings to achieve a density and diversity of plantings that are consistent with the existing streetscape.

- A landscape buffer area shall be delineated on the plat to provide for year round, ongoing screening between the trail and the nearest homes located to the west of the property. The note shall state that the plantings in the landscape buffer area must be maintained and replaced as necessary as part of the ongoing care of the nature preserve area.
 - The Homeowners' Association is responsible for all ongoing maintenance of all private infrastructure including, but not limited to all aspects of the storm sewer system, the road and the common area.
 - The party responsible for maintaining the nature preserve in perpetuity shall be stated on the plat.
 - All new homes shall be equipped with residential sprinkler systems for fire protection.
3. A final tree removal and tree preservation plan shall be submitted including a total of tree inches proposed for removal. A tree planting plan shall provide a minimum of inch for inch replacement for the trees removed from the site.
4. A final landscape plan shall reflect plantings proposed on the site to provide screening from existing adjacent development and infill landscaping as determined to be necessary on the streetscape. The plan shall identify removals of dead, diseased and vegetation that is failing to thrive in these areas and reflect on the plan how the gaps left by removals will be filled and

the perimeter areas enhanced. The final landscape plan shall reflect street tree plantings, plantings in common areas within the development site including around the ponds and provide a typical plantings plan for an individual lot.

5. A draft of the Declaration of Covenants shall be submitted subject to review and approval by the Director of Community Development and if appropriate, the City Attorney.

Description of the Property and Surrounding Area

The property proposed for rezoning and subdivision totals 22.09 acres. It is located on the north side of Westleigh Road, between Stable Lane and Wallace Road. The property is currently developed with one single family home; the remainder of the property is undeveloped and is the location of some environmentally significant and sensitive areas including woodlands, prairie and wetlands. The property has been in the ownership of the Lake Forest Land Foundation since 2008 and was acquired for the purpose of preserving a significant portion of the property as a nature preserve that will be open to the community.

The property is zoned R-5 and is bordered to the east and west by residential subdivisions that were developed in the R-4 zoning district. The North Carroll Meadow Subdivision is located to the west; the Girardi Subdivision and the Grace Cockran Subdivision are located to the east. The lots in these three subdivisions are generally one and a half acres in size.

The Reilly property is located to the north and north east of the 770 Westleigh Road property. The City Council, based on a recommendation from the Plan Commission, approved subdivision of the Reilly property, the Westleigh Farm 34-lot Planned Preservation Subdivision, earlier this year. To date, this 34-lot subdivision has not been finalized by the property owner or the developer and the project is not proceeding at this time. Like the petition that is now before the Commission, the Westleigh Farm Subdivision was approved as a Planned Preservation Subdivision which allowed the flexibility for the lots to vary in size, with a majority of the lots smaller than the 60,000 square foot minimum lot size in the R-4 zoning district. Planned Preservation subdivisions must adhere to the allowable density under the applicable zoning district; however, lots may vary in size and other standards may be modified as well.

To the south of the 770 W. Westleigh property, on the south side of Westleigh Road, there is a large residential property, almost five acres, and to the west of that, extensive preserved open land owned by Lake Forest Open Land Foundation and the City. Also on the south side of Westleigh Road, Stable Lane extends to the south, terminating in a cul-de-sac. Lots along the cul-de-sac are one and a half acres and larger.

Staff Review of the Proposed Subdivision

As noted above, because this property is located in the HROSPD, the subdivision must be processed as a Planned Preservation Subdivision. This type of subdivision is granted final approval through a Special Use Permit which can incorporate specific limitations and conditions of approval. First however, a tentative plat of subdivision must be considered. During the tentative review phase, the Plan Commission makes a recommendation to the City Council on whether the proposed

density, lot sizes, overall layout, roadways and access points, tree removal, preserved areas, landscaping and any other elements of the plan are generally consistent with the requirements of the Code and the overall character of the area.

If tentative approval is granted by the City Council, based on the recommendation of the Plan Commission, the petitioner has a good indication that as long as the plans; grading, drainage, tree removal, landscape, and the final plat of subdivision are consistent with the tentative approvals, the subdivision will likely receive final approval.

TENTATIVE PLAT OF SUBDIVISION
770 WESTLEIGH ROAD, LAKE FOREST, ILLINOIS

PARCEL 1, THE WEST 535 FEET OF THE SOUTH 744.62 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS EXCEPT THAT PART THEREOF LYING IN WESTLEIGH ROAD, AS SHOWN ON THE PLAT OF DEDICATION RECORDED JANUARY 10, 1945, AS DOCUMENT 55926

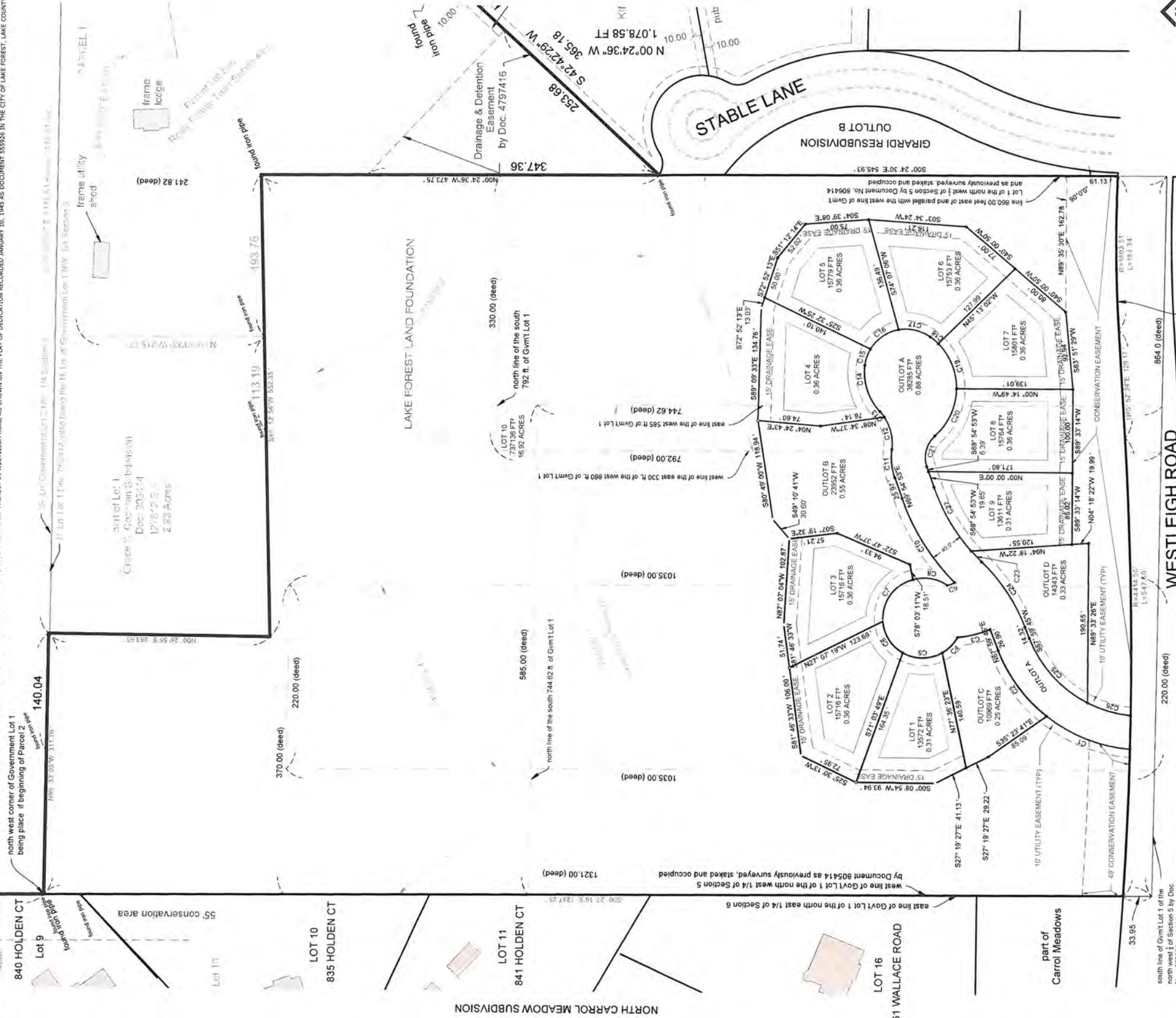
PARCEL 2, THAT PART OF GOVERNMENT LOT 1 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF LAKE FOREST, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 311.70 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF LOT 1, A DISTANCE OF 152.35 FEET; MORE OR LESS, TO A POINT ON A LINE PARALLEL WITHIN AND 860 FEET EAST OF THE WEST LINE OF SAID LOT 1 (AS MEASURED ALONG THE SOUTH LINE THEREOF) SAID POINT BEING 241.82 FEET SOUTH OF SAID NORTH LINE OF LOT 1; THENCE SOUTH ALONG SAID LINE PARALLEL WITHIN AND 860 FEET EAST OF THE WEST LINE OF SAID LOT 1, A DISTANCE OF 1,079.58 FEET; MORE OR LESS, TO THE SOUTH WEST CORNER OF LOT 1, THENCE NORTH ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 1321 FEET; MORE OR LESS, TO THE PLACE OF BEGINNING, EXCEPT THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE 3RD PRINCIPAL MERIDIAN, AND ALSO EXCEPT THAT PART LYING IN WESTLEIGH ROAD, ACCORDING TO THE PLAT OF DEDICATION FOR PUBLIC STREET PURPOSES RECORDED JANUARY 10, 1945 AS DOCUMENT 55926.

PARCEL 3 THE EAST 330 FEET OF THE SOUTH 702 FEET OF THE PARCEL DESCRIBED AS THE WEST 860.0 FEET OF GOVERNMENT LOT 1 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE 3RD PRINCIPAL MERIDIAN, EXCEPT THAT PORTION LYING IN LOT 1 OF GRACE C. COCHRAN SUBDIVISION, RECORDED OCTOBER 14, 1953, AS DOCUMENT 05414, ALSO EXCEPT THAT PART THEREOF LYING IN WESTLEIGH ROAD, AS SHOWN ON THE PLAT OF DEDICATION RECORDED JANUARY 10, 1945, AS DOCUMENT 55526, IN LAKE COUNTY, ILLINOIS.

PARCEL 4. THE EAST 370 FEET OF THE SOUTH 1035 FEET OF GOVERNMENT LOT 1 OF THE NORTH WEST ¼ OF SECTION 5, TOWNSHIP 33 NORTH, RANGE 12, EAST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS, EXCEPT THAT PORTION LYING IN LOT OF GRACE C. COCHRAN SUBDIVISION, RECORDED OCTOBER 1, 1955, AS DOCUMENT 653414, AND ALSO EXCEPT THAT PART THEREOF LYING IN WESTLEIGH ROAD, AS SHOWN ON THE PLAT OF DEDICATION RECORDED JANUARY 10, 1945, AS DOCUMENT 555926, LAKE COUNTY, ILLINOIS.

THE FOLLOWING DESCRIPTION BEING SUBSTANTIALLY THE SAME AS THE PREMISES DESCRIBED IN PARCELS 1, 2, 3, AND 4 HEREIN SHOWN. THAT PART OF GOVERNMENT LOT 1 OF THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 12 EAST, OF THE 3RD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, 311.70 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF LOT 1, 269.46 FEET; THENCE WEST ALONG THE WEST LINE OF SAID LOT 1, 552.35 FEET; MORE OR LESS, TO A POINT ON A LINE PARALLEL WITH AND 860 FEET EAST OF THE WEST LINE OF SAID LOT 1 (AS MEASURED ALONG THE SOUTHLINE THEREOF) SAID POINT BEING 241.85 FEET SOUTH OF SAID NORTH LINE OF LOT 1; THENCE SOUTH ALONG SAID LINE PARALLEL WITH THE WEST LINE OF LOT 1, 1,078.58 FEET; MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID WEST LINE OF LOT 1; 1,320 FEET (GOVERNMENT RECORD); 1,321.20 FEET (RECORDED). MORE OR LESS, TO THE PLACE OF BEGINNING, EXCEPT THAT PART THEREOF IN WESTLEG ROAD AS SHOWN ON THE PLAT OF DEDICATION RECORDED JANUARY 10, 1945 AS DOCUMENT 55592E IN THE CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS.

[Notarized]



Curve Table						Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction	Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	108.97	187.00	33.39	N20 58.05'E	107.44	C16	41.81	40.00	41.88	S35 28.40'E	40.56
C2	59.00	187.00	30.33	N62 49.45'E	97.65	C17	39.59	40.00	40.26	S12 05.30'W	38.40
C3	83.05	130.00	37.53	N14 16.21'W	39.61	C18	12.84	76.00	9.88	S40 01.27'W	12.62
C4	26.11	47.50	31.40	N45 59.45'W	25.78	C19	59.20	76.00	44.92	S67 21.27'W	26.07
C5	46.14	47.50	59.27	N05 35.44'W	46.98	C20	63.72	76.00	48.04	N85 06.42'W	64.67
C6	46.26	47.50	59.29	N56 17.25'E	44.45	C21	40.00	34.50	55.05	N75 57.63'W	37.94
C7	66.66	47.50	80.41	S34 57.24'E	81.32	C22	98.90	230.00	22.12	S66 57.32'W	89.22
C8	42.67	46.50	52.83	S58 45.33'W	41.32	C23	11.80	330.00	4.48	S45 39.38'W	13.69
C9	9.37	29.00	21.47	S51 48.54'E	9.31	C24	100.78	320.00	24.59	S56 42.23'W	99.95
C11	34.14	74.00	20.43	N48 14.00'E	33.64	C25	104.70	143.00	11.59	S47 12.09'W	104.37
C12	40.77	50.00	40.68	N06 02.11'E	39.91	C26	84.11	147.60	21.60	S45 53 51'W	79.00
C13	5.83	37.00	3.96	N51 46.13'E	9.50						
C14	59.69	70.00	40.10	N71 30.26'E	56.87						
C15	20.84	40.00	24.92	S71 53.61'E	20.98						

Prepared for:
JANKO GROUP
1161 Lake Cook Road
Deerfield, IL 60015

December 7, 2016

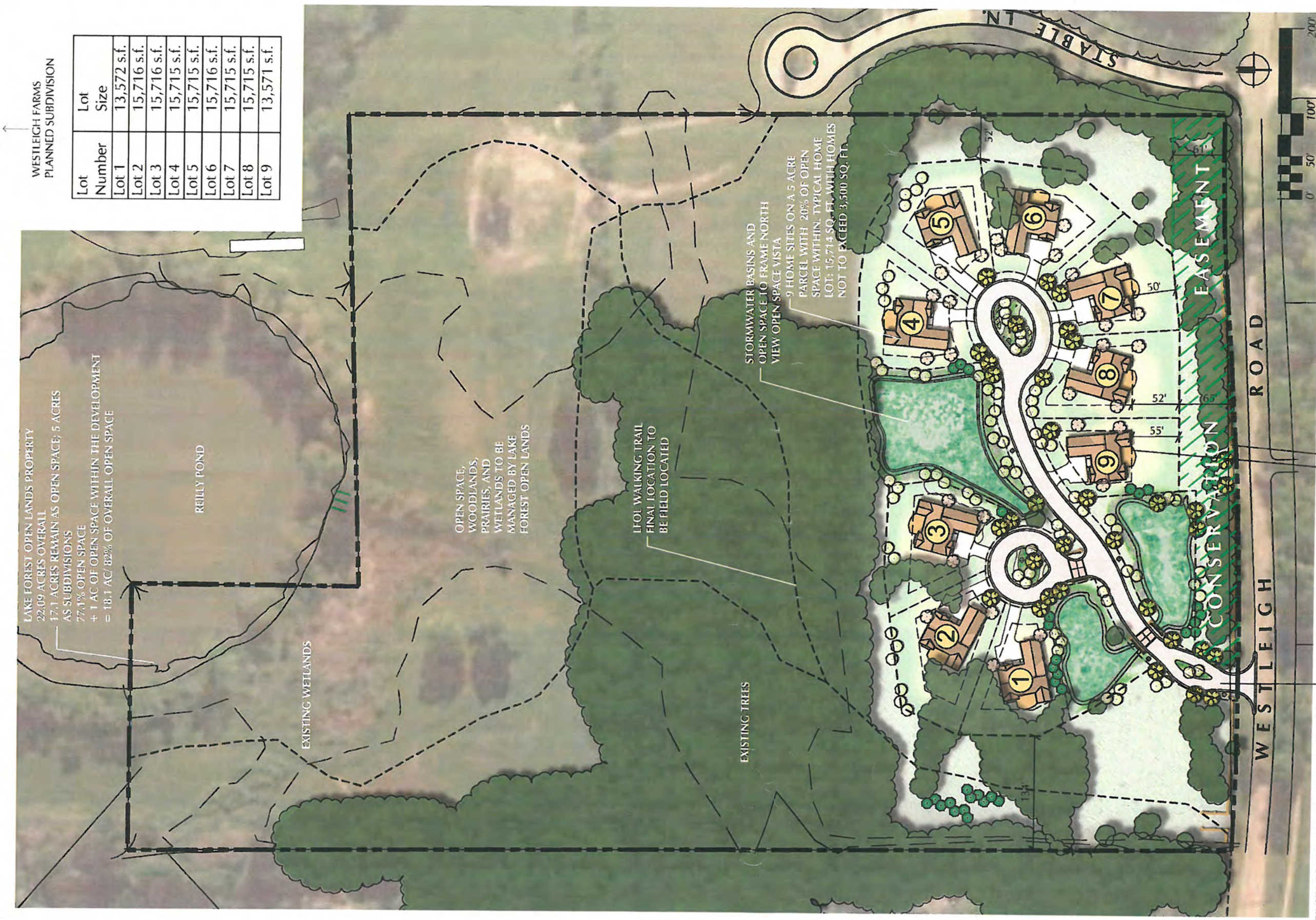
BLECK
engineers | surveyors

Bleck Engineering Company, Inc.
1375 North Western Avenue
Lake Forest, Illinois 60045
T 847.295.5200 F 847.295.7081
www.bleckeng.com

TENTATIVE PLAT OF SUBDIVISION

WESTLEIGH FARMS
PLANNED SUBDIVISION

Lot Number	Lot Size
Lot 1	13,572 s.f.
Lot 2	15,716 s.f.
Lot 3	15,716 s.f.
Lot 4	15,715 s.f.
Lot 5	15,715 s.f.
Lot 6	15,716 s.f.
Lot 7	15,715 s.f.
Lot 8	15,715 s.f.
Lot 9	13,571 s.f.



PRIVATE ROAD WITH LANDSCAPED ISLANDS
ROAD WIDTH = 12-16' ROW = 40'

LOT SETBACK:
FRONT = 20', SIDE = 15' BACK = VARIES

WOOD RAIL FENCE INSTALLED BY LFOI

Conceptual Site Plan

770 Westleigh Road Property

Lake Forest, IL

December 7, 2016



JANKO GROUP

Janko Group
1161 Lake Cook Road, Suite A
Deerfield, Illinois 60015





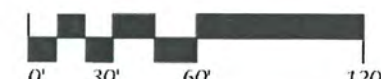
Landscape Concept Plan Enlargement 770 Westleigh Road Property

Lake Forest, IL

PRIVATE DRIVE, 16' WIDE
ENHANCED PAVING, WOOD RAILS
AND STONE COLUMNS AT
WATERCOURSE CROSSING
12' HIGH ROADWAY CARRIAGE LIGHT
(6 TOTAL)

BUILDING SETBACK OUTLINE
NEW SCREENING PLANTINGS AT REMOVED EXISTING DRIVE

WOOD RAIL FENCE



December 7, 2016



Excerpt
The City of Lake Forest
Plan Commission
Proceedings of the December 14, 2016 Meeting
Draft – Pending Commission Review

A meeting of the Lake Forest Plan Commission was held on Wednesday, December 14, 2016, at 6:30 p.m., at City Hall, 220 E. Deerpath, Lake Forest, Illinois.

Commission members present: Chairman Ley, Commissioners Michael Freeman, Lloyd Culbertson, Monica Ruggles, Tim Henry and Rosemary Kehr

Commissioners absent: Commissioner Berg

Staff present: Catherine Czerniak, Director of Community Development

5. Continued consideration of requests for 1) a zone change from R-5 to R-4 and 2) tentative approval of a 9-lot Planned Preservation Subdivision for property located on the north side of Westleigh Road, west of Stable Lane, addressed as 770 W. Westleigh Road.

Owner: Lake Forest Open Land Foundation

Contract Purchaser: The Janko Group (Gary and Susan Janko)

Representatives: John Sentell, President, LFOA

Nick Patera, Teska Associates

Chairman Ley asked the Commission for any conflicts of interest or Ex Parte contacts and swore in all those intended to speak.

Commissioner Culbertson stated that he lives in the neighboring subdivision and recused himself from participating in the deliberations on this petition. He stepped down from the dais.

Commissioner Kehr stated that The Janko Group was previously a client and stated that to avoid any perception of a conflict of interest; she is recusing herself from participating in the deliberations on this petition. She stepped down from the dais.

Chairman Ley swore in all those intending to testify and invited a presentation from the petitioner.

Mr. Sentell introduced the petition stating that they are prepared to present answers to the questions raised at the last meeting. He stated that the plan, as modified to address the concerns, presents a first class residential project and the opportunity to provide the benefit of another nature preserve to the community. He stated that the presentation

will zero in on the key questions raised. He stated that the permitted density will be clarified, changes made to the plan to address setbacks and establish a conservation easement will be reviewed and further response to the suggestion that the development be accessed from Stable will be provided. He noted that Mr. Janko was called out of town on a family matter. He commented that next year is the 50th anniversary of Lake Forest Open Lands as a not for profit trust working in the community to preserve natural history, open spaces and to provide a connection to nature for everyone in the community. He stated that the development presented delivers on that goal.

Mr. Patera reviewed the discussion that occurred at the last meeting. He stated that the plan presented preserves over 80% of the site as open space, 18 acres, by compressing the development and creating a unique community. He stated that after questions about the 10-lot yield plan, a 9-lot yield plan was developed to further demonstrate that the proposed plan complies with the allowable density. He stated that the planned development process works to preserve the natural features of the site while still allowing the by right density to be achieved. He noted that the setback distance of the development area from Westleigh Road was increased along with the setbacks of the building areas on each individual lot that back up to Westleigh Road to address the concerns raised. He explained that in addition, a Conservation Easement is now proposed in the area between the development and Westleigh Road to assure that a vegetative buffer is maintained. He stated that in response to questions about whether access to the development should be provided from the north end of Stable Lane, several disadvantages of that approach were identified. He stated that maintaining a separate curb cut for the new development allows the development to have a unique personality and does not associate this distinctive new development with a large lot subdivision. He stated that a separate curb cut is important to attain the desired personality for the development and to provide a unique marketing approach. He stated that entering the development from Stable Lane would essentially be entering the development from a back door. He added that from another perspective, accessing the new development from Stable Lane would disrupt the natural areas, bisect the 22 acre property, change a natural drainage course and impact the important hydrology of the site. He stated that a road bisecting the property would eliminate the desired concentration of open space and would be contrary to Open Lands' mission. He stated that the goal is not to just have open space around the perimeter of the site, but to have a grand, unobstructed open space. He returned to the setback issue noting that the setbacks of all of the proposed homes near Westleigh Road exceed the median setback of other homes along Westleigh Road. He reviewed an illustration showing the proposed setbacks and those of neighboring properties. He stated that the transition between the conservation area and the backyards of the homes will be seamless and will be consistent with the character of the nature preserve. He reviewed an illustration of the required setbacks and pointed out that the proposed setbacks are significantly more than the distance required. He noted that evergreen screening is planned on the west side of the site, to screen the walking trail from the closest home to the west. He stated that the intent is to build compact homes, on

compact sites, so that open space can be provided for public use offering interconnected trails to the larger preserved open spaces in the community.

Ms. Czerniak stated that there are two action items before the Commission, a request for a zone change from R-5 to R-4 and a request for approval of the tentative plat of subdivision. She stated that findings are presented in the staff report in support of the zone change. She stated that since the last meeting, the site plan and tentative plat of subdivision were modified in response to public comments and direction from the Commission. She stated that staff recommends approval of the tentative plat noting that tentative approval signals to the developer that final engineering plans and a final plat should be prepared. She noted that the final plat will return to the Commission for final consideration and verification that the final plans conform to the representations and plans presented during the tentative stage. She stated that at the last meeting, the Commission identified a handful of issues for further study and clarification. She stated that the first issue was whether 10 lots could really be achieved in conformance with the R-4 zoning district. She stated that staff met with the petitioner and encouraged further due diligence on development of a conventional plan to justify the proposed density. She stated that although a 10-lot plan still seems achievable, but difficult, the petitioner developed a 9-lot plan which shows efforts to work around the wetlands on the property. She stated that the City Engineer confirmed that the 9-lot plan appears achievable, although it would not result in development of the site in a manner consistent with the City's goal of preserving and protecting natural resources. She explained that the City has historically encouraged Planned Preservation Subdivisions and in calculating the allowable density, required land needed for roadways and access easements to be discounted from the density calculations, but not land on which natural resources; woodlands, wetlands and prairies, are located. She explained that if the density calculation required the exclusion of acreage on which natural resources are located, a Planned Preservation Subdivision would be of no value to a developer and instead, the natural resources would likely be impacted with development spread across the site. She stated that the second issue was the setback distance of the homes closest to Westleigh Road. She stated that as reviewed by Mr. Patera, the setback of the development cluster and the setback of each home on the individual lots were increased and are more than double the distance required by the Code. She stated that the recommended conditions require that a conservation easement of no less than 50 feet wide be established on the plat of subdivision along the Westleigh Road street frontage, near the home sites. She noted that in some areas, the depth of the easement will be greater than 50 feet. She stated that the third issue was to ensure privacy for the neighboring properties to the west from the trail. She noted that a condition is recommended to require year round screening in the area where the trail most closely approaches the neighboring home.

In response to questions from Commissioner Ruggles, Mr. Patera confirmed that the parkway, between the property line and Westleigh Road, provides additional distance between the street and the new homes, in addition to the increased setback distances provided in the modified plan. He confirmed that more landscaping will be added to the conservation area than exists today.

Hearing no further questions from the Commission, Chairman Ley invited public comment.

Mike Rummel, former Mayor of Lake Forest and currently a member of the Lake County Board and the Forest Preserve District, thanked the members for the important work done by the Commission. He stated that he is speaking in his capacity as a member of the Lake County Forest Preserve Board noting that the Forest Preserve owns property to the south of the site, the Prairie Wolf Slough, and is purchasing more land in the area. He noted that in a nearby development now underway on Route 22, the developer is maximizing the building and impervious surface on the site. He noted that maximizing the development of that site is causing water problems which so far have caused the project to be stopped twice. He stated that the development at 770 Westleigh Road does a great job of maintaining the natural flow of water through the area. He commended the project proposed by Open Lands and noted the past success of other projects including the Middlefork Farm Subdivision which preserved open space, wetlands and an oak savannah. He stated that the Forest Preserve heartily supports the plan as presented. He noted that smaller homes area appealing to people who wish to come to move to Lake County.

Dan Sebald, 560 Ivy Court, stated that the surrounding area is more typical of R-5 zoning than R-4 and suggested that the property not be rezoned. He stated opposition to the proposed development noting that it is very auto intensive and will change the character of Westleigh Road. He stated that the property to the south is quintessential Lake Forest. He stated that the proposed development appears artificial, not natural. He stated that he appreciates the goal of Lake Forest Open Lands but noted that the Dickinson family, the prior owners, likely did not intend this type of development.

Paul Hamman, 511 Beverly Drive, stated that he is a 58 year resident of Lake Forest. He stated that according to Lake Forest Open Lands' mission statement, the organization is devoted to the acquisition of land. He noted that the mission statement does not indicate that Open Lands is a development company that buys property, holds it and later sells it to a developer for new homes. He stated that donors do not intend for the land they helped to purchase to be sold for development.

Howard Simpson, 1480 N. Green Bay Road, stated that he has been involved with Lake Forest Open Lands Association for the last 49 during which time a great deal of land was preserved. He stated that when the planned preservation provisions were incorporated into the City Code, about 20 years ago, it was with the specific intent of supporting conservation developments like the one now before the Commission. He noted other successful subdivisions that Open Lands made possible. He stated that over the last 50 years, Lake Forest Open Lands has brought over \$40,000,000 in corporate donations into the community and manages 300 acres of its own land as open space as well as portions of City owned properties and conservation easements. He added that Open Lands provides programs for school children. He stated that he wanted to set the record straight on Lake Forest Open Lands Association.

Hearing no further requests to speak from the public, Chairman Ley invited final questions from the Commission. Hearing none, he invited rebuttal to public testimony from the petitioner and City staff. Hearing none, he invited final comments from the Commission.

Commissioner Ruggles thanked the petitioner for providing the additional information and for increasing the setbacks and providing a comparison of the proposed setbacks to the existing setbacks in the area. She commented that the information presented helps to clarify that the setbacks as now proposed are consistent with the character of the street. She stated that she is in favor of the petition noting that the plan is well done and stating appreciation for the preservation of natural features on the site. She stated that in her opinion, the petitioners have been very careful to work within the existing limits of the Code and are providing a different type of development than is readily available in the community.

Commissioner Freeman thanked the petitioners for better defining the conservation easement. He stated that the petitioner made tremendous strides by increasing the buffer between the homes and the road while still managing to preserve the majority of the remnant mesic prairie. He said that the additional study and information on the density calculation was helpful noting that he supports the conservation approach to development in general. He stated that this property is precisely the type of site that benefits from a planned preservation subdivision approach. He thanked the petitioner for developing the 9-lot conventional plan noting that in his opinion, that plan, not the 10-lot plan, demonstrates that the proposed density can reasonably be accommodated on the site.

In response to questions from Commissioner Henry, Ms. Czerniak stated that the conservation easement is reflected on the plat of subdivision.

Hearing no further comments from the Commission, Chairman Ley invited a motion.

Commissioner Freeman made a motion to recommend approval of a zone change from R-5 to R-4.

The motion was seconded by Commissioner Ruggles and it was approved by a vote of 4 to 0.

Commissioner Freeman made a motion to recommend approval of the tentative plat of subdivision for the 770 Westleigh Road Planned Preservation Subdivision subject to conditions.

The motion was seconded by Commissioner Henry and was approved by the Commission by a 4 to 0 vote.

THE CITY OF LAKE FOREST

ORDINANCE No. 2017 -

AN ORDINANCE AMENDING THE SPECIAL USE PERMIT FOR NORTHWESTERN LAKE FOREST HOSPITAL FOR THE PURPOSE OF ADOPTING AN UPDATE TO THE 2012 HOSPITAL CAMPUS MASTER PLAN AND ESTABLISHING CONDITIONS OF APPROVAL.

WHEREAS, Northwestern Lake Forest Hospital, ("Owner") has filed a petition requesting approval of an update to the 2012 Hospital Campus Master Plan ("the Master Plan") through a Special Use Permit; and

WHEREAS, the Campus is legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Northwestern Lake Forest Hospital, is an established use in the community with the construction of the main hospital building dating from the 1940's; and

WHEREAS, the Hospital Campus, (the "**Campus**") has grown and changed over time to meet the needs of Lake Forest residents and those of neighboring communities and Lake County and has consistently supported and participated in community activities as a prominent Lake Forest institution; and

WHEREAS, in October, 2012, the City Council approved the Lake Forest Hospital Campus Master Plan which established parameters for revitalization of the Campus and guided the development and review of detailed site, building, engineering, landscape, lighting and signage plans primarily for the Central Campus; and

WHEREAS, construction of the new hospital and development of the Central Campus, in accordance with the approved Plan and the detailed construction plans subsequently approved by the City, is well underway; and

WHEREAS, for the purpose of maintaining an up to date Plan, the hospital presented refinements to the Plan to the City which reflect the final conditions as being built out on the Central Campus and to establish more defined parameters around the future of the South Campus to allow further planning to proceed in a direction as authorized by the City; and

WHEREAS, support of the Campus going forward continues the long community tradition of supporting local institutions as a vital part of the distinctive character and economic viability of the community and assures the availability of world class health care to Lake Forest residents; and

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

WHEREAS, the City's Plan Commission commenced consideration of the Petition with an informational presentation from Northwestern Lake Forest Hospital representatives and opened a public hearing on November 9, 2016; and

WHEREAS, the Plan Commission continued the public hearing and consideration at the December 14, 2016 meeting and, after considering public comment and deliberating, voted 6 to 0 to recommend approval of the request subject to conditions of approval and submitted to the City Council a report of its findings, a copy of which is attached hereto and made a part hereof as Exhibit B and;

WHEREAS, the City Council concurs with the findings of the Plan Commission and, subject to the terms and conditions herein set forth, finds and determines that it is in the best interests of the City and its residents to approve the Petition and approve an amendment to the Special Use Permit for the Northwestern Lake Forest Hospital Master Plan adopting updates to the 2012 Master Plan as set forth in the Ordinance.

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

SECTION 1. Recitals: The foregoing recitals are incorporated into this Ordinance as if fully set forth.

SECTION 2. Approval: An amendment to the 2012 Special Use Permit, as required by Chapter 159.045, Special Uses, of the City of Lake Forest Code, is hereby granted approving updates to the 2012 Master Plan for the Northwestern Lake Forest Hospital Campus said updates are attached hereto and made a part hereof as Exhibit C. Except for the updates herein approved, all provisions of the 2012 Special Use Permit and Master Plan remain in effect. The amendment to the Special Use Permit and approval of an update to the 2012 Master Plan are subject to the following conditions of approval:

- a. The height of the east end of the berm that extends along the south property line shall be increased in height to more closely align with portions of the berm located to the west. The increase in height shall be completed within 90 days of removal of the construction trailer currently located in that area. The height of the berm will be limited by the width of the space available for the base of the berm and the need to maintain a stable slope and will be subject to review and approval by the City Engineer.
- b. As plantings that are currently in place get established and begin to grow, the City Arborist shall, each spring and fall for five years following occupancy of the hospital, evaluate the plantings on the south berm and in other perimeter

areas of the site to identify any plant materials that are failing to thrive and any areas where enhancement is needed to mitigate light impacts from the new hospital building and parking areas, once they are completed, on neighboring residential properties. Consideration shall be given to planting evergreens in areas where particularly acute light impacts are identified and in areas where evergreens can be expected to thrive.

- c. The City Arborist shall monitor the views from Middlefork Farm Drive, when exiting the Middlefork Farm Subdivision, to assure that as the temporary parking lot and the construction trailers and equipment are moved out of that view corridor, views into the hospital site are mitigated by adequate plantings distributed from the corner of the intersection, across the extensive prairie area yet to be established, to the hospital parking lot and the new hospital itself.
- d. Specific building foot prints and road alignments will be subject to review and approval through a City process as directed by the City Manager.
- e. A plan for memorializing the existing hospital shall be developed and submitted to the City for review through a process as directed by the City Manager.
- f. Replacement and enhancement of vegetation along the west perimeter of the South Campus shall occur on an ongoing basis to, over time, establish a dense vegetative buffer. In particular, enhancement of the perimeter buffer in the area located south of the 800 Medical Office Building shall be pursued in the near term recognizing that the vehicle gate at the east end of Lane Lorraine was removed after a determination by City public safety staff that it was no longer needed. The plantings shall be located to avoid conflicts with existing utilities at the time of planting and as the vegetation matures, to the extent possible.
- g. As portions of the existing hospital are vacated, and during the interim period prior to demolition or reuse, a plan shall be developed to eliminate or reduce exterior lighting on the site in areas that directly impact neighboring residential properties. The plan shall be submitted to the City for review and approval.

SECTION 3. Amendment to Ordinance. Any amendments to the terms, conditions, or provisions of this Ordinance that may be requested after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in Section 159.045 of the Zoning Code, or by an amendment to the Special Use Permit itself in the manner provided in the Zoning Code and by applicable law.

SECTION 4. Binding Effect. The privileges, obligations, and provisions of each and every Section of this Ordinance are for the sole benefit of, and shall be binding on, the owners, except as otherwise expressly provided in this Ordinance. This ordinance shall be in full force and effect from and after its passage and approval;

provided, however, that this Ordinance shall be of no force or effect unless and until the Owner files with the City their unconditional agreement and consent, in the form attached hereto as Exhibit D and by this reference incorporated herein and made a part hereof; provided further that, if the Owner does not so file their unconditional agreement and consent within 30 days following the passage of this Ordinance, the City Council may, in its discretion and without public notice or hearing, repeal this Ordinance and thereby revoke the special use permit granted in this Ordinance. Following receipt of the unconditional agreement and consent, the City Clerk shall cause a certified copy of this Ordinance to be recorded in the Office of the Lake County Recorder.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ____ DAY OF _____, 2017

MAYOR

ATTEST:

City Clerk

STREET ADDRESS: 161 ACRES
CITY: LAKE FOREST
TAX NUMBER: 12-29-300-004-0000

COUNTY: LAKE

LEGAL DESCRIPTION OF CAMPUS

LEGAL DESCRIPTION:

PARCEL 1:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING EASTERLY OF THE WESTERLY LINE OF SKOKIE HIGHWAY ACCORDING TO THE PLAT OF DEDICATION THEREFOR RECORDED AS DOCUMENT 418857 ON NOVEMBER 18, 1935), IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, AND THE NORTHEAST 1/4 OF SECTION 30, ALL IN TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF SECTION 30; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 30, 1452.00 FEET; THENCE NORTH 13 DEGREES WEST 149.82 FEET; THENCE EAST PARALLEL WITH SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 30, 1485.59 FEET, MORE OR LESS, TO THE EAST LINE OF THE NORTHEAST 1/4 AFORESAID; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 29, 941.75 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SKOKIE HIGHWAY ACCORDING TO THE PLAT OF DEDICATION THEREFOR RECORDED AS DOCUMENT 418857 ON NOVEMBER 18, 1935; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SKOKIE HIGHWAY 147.30 FEET, MORE OR LESS, TO SAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 29; AND THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 29, 960.60 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE LAND LYING WEST OF THE EAST 941.75 FEET, AS MEASURED ALONG THE NORTH LINE THEREOF) IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EASTERLY LINE OF THE PUBLIC HIGHWAY KNOWN AS WAUKEGAN ROAD (EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS BY DOCUMENT 2295583), WHICH INCLUDES LOTS 1 AND 2 IN MARY J STEELE SUBDIVISION IN LAKE COUNTY, ILLINOIS.

(EXCEPT THAT PART OF PARCELS 1, 2 AND 3 DESCRIBED AS FOLLOWS: ALL THAT PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 10 MINUTES 17 SECONDS WEST, ON AND ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 145.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 25 MINUTES 11 SECONDS EAST AND PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST 1/4, 50.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 10 MINUTES 17 SECONDS EAST, AND PARALLEL TO THE WEST LINE OF SAID NORTHWEST 1/4 145.71 FEET TO A POINT; THENCE SOUTH 00 DEGREES 42 MINUTES 28 SECONDS WEST, 869.33 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WESTMORELAND ROAD (A PRIVATE ROADWAY), AND A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 490.84 FEET, A CENTRAL ANGLE OF 08 DEGREES 46 MINUTES 50 SECONDS AND A CHORD WHICH BEARS SOUTH 88 DEGREES 49 MINUTES 21 SECONDS WEST, 75.15 FEET; THENCE SOUTHWESTERLY ON AND ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY LINE, 75.22 FEET TO A POINT ON CURVE TO THE LEFT, HAVING A RADIUS OF 560.10 FEET, A CENTRAL ANGLE OF 08 DEGREES 18 MINUTES 39 SECONDS, AND A CHORD WHICH BEARS SOUTH 79 DEGREES 51 MINUTES 51 SECONDS WEST, 81.17 FEET; THENCE SOUTHWESTERLY ON AND ALONG THE ARC OF SAID CURVE, AND SAID NORTH RIGHT OF WAY LINE, 81.24 FEET TO A POINT; THENCE SOUTH 74 DEGREES 20 MINUTES 13 SECONDS WEST, 165.02 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 596.51 FEET, A CENTRAL ANGLE OF 12 DEGREES 03 MINUTES 40 SECONDS, AND A CHORD WHICH BEARS SOUTH 83 DEGREES 54 MINUTES 39 SECONDS WEST, 125.34 FEET; THENCE SOUTHWESTERLY, ON AND ALONG THE ARC OF SAID CURVE, AND SAID NORTH RIGHT OF WAY LINE, 125.57 FEET TO A POINT; THENCE SOUTH 89 DEGREES 29 MINUTES 21 SECONDS WEST, ON AND ALONG SAID NORTH RIGHT OF WAY LINE, 119.53 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 406.80 FEET, A CENTRAL ANGLE OF 25 DEGREES 48 MINUTES 22 SECONDS AND A CHORD WHICH BEARS SOUTH 74 DEGREES 40 MINUTES 54 SECONDS WEST, 181.68 FEET; THENCE SOUTHWESTERLY, ON AND ALONG THE ARC OF SAID CURVE, AND SAID NORTH RIGHT OF WAY LINE, 183.22 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A

RADIUS OF 414.26 FEET, A CENTRAL ANGLE OF 15 DEGREES 12 MINUTES 31 SECONDS AND A CHORD WHICH BEARS SOUTH 56 DEGREES 58 MINUTES 41 SECONDS WEST, 109.64 FEET; THENCE SOUTHWESTERLY, ON AND ALONG THE ARC OF SAID CURVE, AND SAID NORTH RIGHT OF WAY LINE, 109.96 FEET TO A POINT; THENCE SOUTH 48 DEGREES 16 MINUTES 02 SECONDS WEST, ON AND ALONG SAID NORTH RIGHT OF WAY 186.18 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 340.95 FEET, A CENTRAL ANGLE OF 35 DEGREES 42 MINUTES 08 SECONDS, AND A CHORD WHICH BEARS SOUTH 67 DEGREES 59 MINUTES 31 SECONDS WEST, 209.03 FEET; THENCE SOUTHWESTERLY ON AND ALONG THE ARC OF SAID CURVE, AND SAID NORTH RIGHT OF WAY LINE, 212.46 FEET TO A POINT; THENCE SOUTH 88 DEGREES 09 MINUTES 28 SECONDS WEST, ON AND ALONG SAID NORTH RIGHT OF WAY LINE, 54.65 FEET TO A POINT; THENCE SOUTH 89 DEGREES 45 MINUTES 02 SECONDS WEST, ON AND ALONG SAID NORTH RIGHT OF WAY LINE, 234.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WAUKEGAN ROAD (STATE HIGHWAY 43); THENCE NORTH 00 DEGREES 23 MINUTES 30 SECONDS WEST, ON AND ALONG SAID EAST RIGHT OF WAY LINE, 274.85 FEET TO A POINT; THENCE NORTH 88 DEGREES 24 MINUTES 25 SECONDS EAST, ON AND ALONG SAID EAST RIGHT OF WAY LINE, 9.06 FEET TO A POINT ON THE WEST LINE OF MARY J. STEELE SUBDIVISION; THENCE NORTH 00 DEGREES 39 MINUTES 08 SECONDS WEST, ON AND ALONG SAID EAST RIGHT OF WAY LINE, AND SAID WEST SUBDIVISION LINE, 349.57 FEET TO A POINT; THENCE SOUTH 89 DEGREES 54 MINUTES 55 SECONDS WEST, ON AND ALONG SAID EAST RIGHT OF WAY LINE, 7.47 FEET TO A POINT; THENCE NORTH 01 DEGREES 07 MINUTES 06 SECONDS WEST, ON AND ALONG SAID EAST RIGHT OF WAY LINE, 415.62 FEET TO A POINT; THENCE SOUTH 88 DEGREES 52 MINUTES 51 SECONDS WEST, ON AND ALONG SAID EAST RIGHT OF WAY LINE, 8.25 FEET TO A POINT; THENCE NORTH 00 DEGREES 56 MINUTES 50 SECONDS WEST, ON AND ALONG SAID EAST RIGHT OF WAY LINE, 214.98 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 89 DEGREES 55 MINUTES 02 SECONDS WEST, ON AND ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, 22.80 FEET TO A POINT; THENCE NORTH 13 DEGREES 04 MINUTES 58 SECONDS WEST, 149.82 FEET TO A POINT; THENCE NORTH 89 DEGREES 55 MINUTES 02 SECONDS EAST, AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST 1/4, 1488.29 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS, NOW KNOWN AS LOT 1 IN LAKE FOREST PLACE BEING A SUBDIVISION IN THAT PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS.)

PARCEL 4:

ALL THAT PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE PUBLIC HIGHWAY KNOWN AS WAUKEGAN ROAD (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF BURTON DRIVE IN LEROY BURTON'S PETITE ESTATES IN SAID CITY OF LAKE FOREST WITH THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 30; THENCE NORTHWESTERLY ALONG A LINE TANGENT TO THE CURVING WESTERLY LINE OF SAID BURTON DRIVE 151.02 FEET, MORE OR LESS, TO A POINT WHICH IS 150.0 FEET NORTH OF THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 30; THENCE WEST 150.0 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE 442.5 FEET MORE OR LESS, TO THE CENTERLINE OF WAUKEGAN ROAD; THENCE SOUTH ALONG THE CENTERLINE OF WAUKEGAN ROAD 150.0 FEET TO THE POINT ON INTERSECTION OF THE CENTER LINE OF WAUKEGAN ROAD WITH THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 30 AND THENCE EAST ALONG SAID SOUTH LINE 460.08 FEET, MORE OR LESS, TO THE POINT OF BEGINNING), IN LAKE COUNTY, ILLINOIS, (EXCEPT THAT PART TAKEN FOR ROAD PURPOSES IN PROCEEDINGS HAD IN CASE NUMBER 84ED20), (AND ALSO EXCEPTING THAT PART THEREOF CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, BY WARRANTY DEED DATED NOVEMBER 11, 2002 AND RECORDED JANUARY 12, 2004 AS DOCUMENT NUMBER 5475201.

PARCEL 5:

THAT PART OF THE NORTH 990 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY LINE OF THE 160 FOOT RIGHT OF WAY OF THE STATE BOND ISSUE ROUTE 22, OTHERWISE KNOWN AS SKOKIE HIGHWAY, IN LAKE COUNTY, ILLINOIS.

PARCEL 6:

LOTS 1, 2 AND 3 IN WESTMORELAND RESUBDIVISION, BEING A SUBDIVISION IN SECTIONS 31 AND 32,

TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF WESTMORELAND RESUBDIVISION, RECORDED AUGUST 2, 1968 AS DOCUMENT 1387934 (EXCEPT THOSE PARTS THEREOF LYING IN RELOCATED WESTMORELAND ROAD ACCORDING TO THE PLAT OF DEDICATION THEREFORE RECORDED SEPTEMBER 23, 1977 AS DOCUMENT 1868106), ALSO THAT PART OF LOT "B" IN C.A. REARDON RESUBDIVISION OF LOT 15 OF WESTMORELAND ACRES SUBDIVISION, BEING A SUBDIVISION OF PARTS OF SECTIONS 31 AND 32, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 1956 AS DOCUMENT 919889 IN BOOK 1473 OF PLATS, PAGE 11, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 3 OF WESTMORELAND RESUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 31 AND 32 TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 1968 AS DOCUMENT 1387934, SAID POINT ALSO BEING AN ANGLE POINT IN THE PROPERTY LINE OF SAID LOT "B"; THENCE NORTH 63 DEGREES 30 MINUTES 26 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 3, ALSO BEING THE SOUTHEASTERLY LINE OF SAID LOT "B", A DISTANCE OF 158.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 58 SECONDS WEST 179.90 FEET, THENCE SOUTH 89 DEGREES 50 MINUTES 16 SECONDS WEST 38.14 FEET TO THE WEST LINE OF THE NORTHERLY PART OF SAID LOT "B"; THENCE NORTH 00 DEGREES 02 MINUTES 14 SECONDS EAST ALONG SAID WEST LINE OF LOT "B" 118.15 FEET TO THE NORTHERLY MOST CORNER OF SAID LOT; THENCE SOUTHEASTERLY 57.28 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 99.18 FEET, A CHORD BEARING SOUTH 42 DEGREES 44 MINUTES 15 SECONDS EAST, A CHORD DISTANCE OF 56.54 FEET; THENCE SOUTH 26 DEGREES 33 MINUTES 51 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT "B" 229.64 FEET TO THE EASTERLY MOST CORNER OF SAID LOT; THENCE SOUTH 63 DEGREES 30 MINUTES 26 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT "B", ALSO BEING THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 114.48 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART OF SAID LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 3; THENCE NORTH 63 DEGREES 30 MINUTES 26 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 3, ALSO BEING THE SOUTHEASTERLY LINE OF LOT "B" IN C.A. REARDON RESUBDIVISION, A DISTANCE OF 158.02 FEET; THENCE SOUTH 22 DEGREES 27 MINUTES 28 SECONDS WEST A DISTANCE OF 260.23 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTH LINE OF AFORESAID LOT "B"; THENCE NORTH 89 DEGREES 59 MINUTES 08 SECONDS WEST ALONG SAID EASTERLY PROLONGATION 42.00 FEET TO THE WEST LINE OF AFORESAID LOT 3, ALSO BEING THE SOUTHEASTERLY CORNER OF THE SOUTHERLY PART OF SAID LOT "B"; THENCE NORTH 00 DEGREES 00 MINUTES 33 SECONDS WEST ALONG SAID WEST LINE OF LOT 3, ALSO BEING THE EASTERLY LINE OF THE SOUTHERLY PART OF SAID LOT "B" 169.88 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF VACATED TIVERTON ROAD (FORMERLY CHILTERN ROAD) ADJOINING LOTS 1, 2, & 3 IN WESTMORELAND RESUBDIVISION AS LOCATED AND DEPICTED ON THE PLAT OF WESTMORELAND RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 2, 1968 AS DOCUMENT 1387934, LYING WITHIN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED OCTOBER 22, 1990 AS DOCUMENT 2955754, IN LAKE COUNTY, ILLINOIS

PARCEL 8:

LOT 9 IN WESTMORELAND ACRES, BEING A SUBDIVISION OF PARTS OF SECTIONS 31 AND 32, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 26, 1952 AS DOCUMENT 770286, IN BOOK 1133 OF RECORDS, PAGE 63, IN LAKE COUNTY, ILLINOIS.

PARCEL 9:

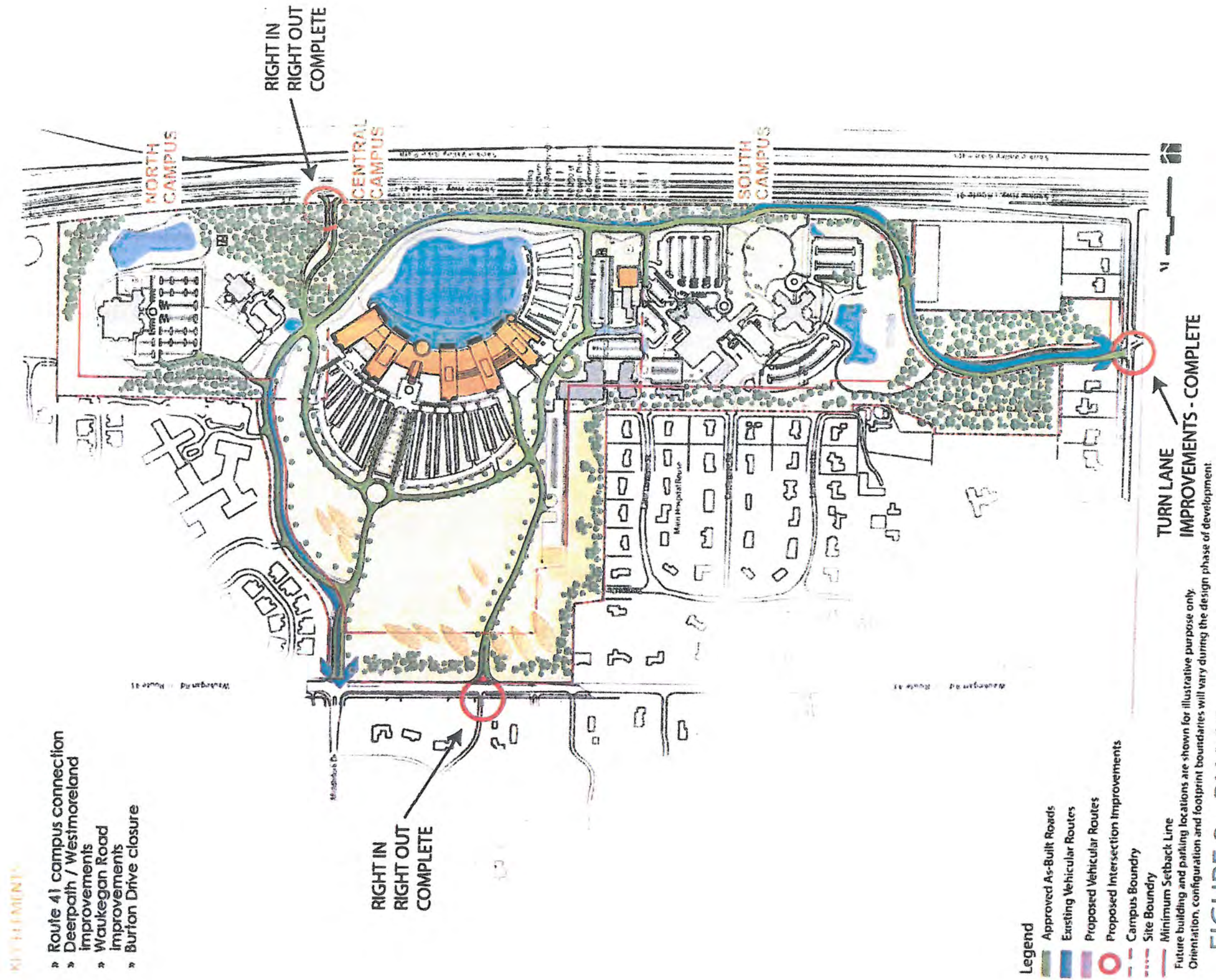
LOT 10 IN WESTMORELAND ACRES, BEING A SUBDIVISION OF PARTS OF SECTIONS 31 AND 32, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 26, 1952 AS DOCUMENT 770286, IN BOOK 1133 OF RECORDS, PAGE 63, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

Findings of Fact

1. The revitalization of the 160-acre hospital campus in a manner consistent with the 2012 Master Plan, the Master Plan Updates, and in accordance with the conditions of the original and updated Special Use Permit, will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the residents of Lake Forest or the general public.
2. The updated Master Plan does not alter the fundamental principles of the 2012 Master Plan including, but not limited to the perimeter buffer areas, the required open space and the permitted building square footage.
3. The continued presence of a state of the art medical facility in the City of Lake Forest supports the local economy, the City of Lake Forest and the Lake Forest School districts through property taxes, its support of local businesses, by promoting interest in the local real estate market and through one-time and ongoing fees and charges paid to the City.
4. The surrounding properties and neighborhoods are built out. They are developed with single and multi-family residential, institutional uses and major transportation corridors. The surrounding development for the most part was constructed after the establishment of the hospital campus. The proposed revitalization of the campus will not impede the normal and orderly use or future improvement of the surrounding properties and significant measures have been taken, or will be taken, to mitigate impacts on surrounding residential properties.
5. The revitalization of the hospital campus will not result in a substantial diminution or impairment of the values of surrounding properties, instead, property values in the community will be supported by the availability of a level of medical care not often found in comparably sized communities.
6. The proposed Master Plan provides certainty around the land use patterns for the hospital campus. The established buffer areas provide certainty at the perimeters of the campus and an appropriate and compatible transition between the hospital campus and adjacent residential uses protecting and preserving the use and enjoyment of or surrounding properties.
7. The Master Plan was developed based on the limiting factor of the capacity of existing roadways together with planned roadway improvements. Significant roadway improvements, for which the hospital will bear the full cost, are required as a condition of the Special Use Permit at the start of the Phase 1 buildout. Existing roadways together with the planned improvements will provide adequate ingress and egress without causing undue congestion on surrounding roadways.

8. Adequate utilities are available to continue to serve the hospital campus.
9. The uses on the hospital campus will be consistent with regulations of the R-3 and R-4 zoning districts within which it is located and all other applicable rules and regulations except as set forth in the Special Use Permit.



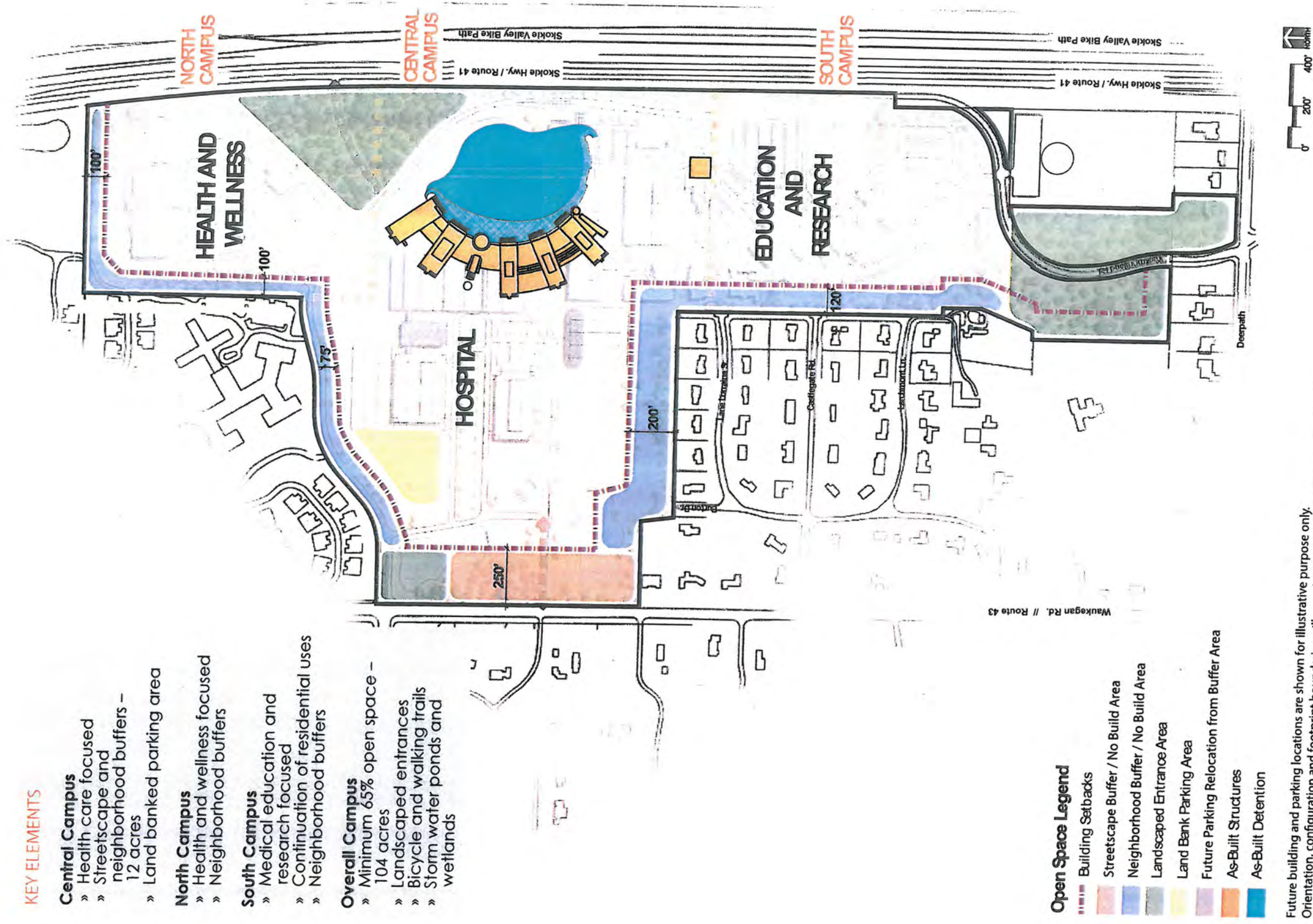
UPDATE

FIGURE 3 - PHASE ONE - APPROVED AS-BUILT ROADS

NORTHWESTERN LAKE FOREST HOSPITAL CAMPUS LAND USE PLAN
LAKE FOREST, ILLINOIS

NM Northwestern Medicine
Northwestern Lake Forest Hospital

Anderson Mikos Architects Ltd.



Future building and parking locations are shown for illustrative purpose only. Orientation, configuration and footprint boundaries will vary during the design phase of development.

FIGURE 2 - CAMPUS USE AREAS w/ NEW HOSPITAL

NORTHWESTERN LAKE FOREST HOSPITAL CAMPUS LAND USE PLAN
LAKE FOREST, ILLINOIS

Northwestern Medicine
Northwestern Lake Forest Hospital

Anderson Mikos Architects Ltd.

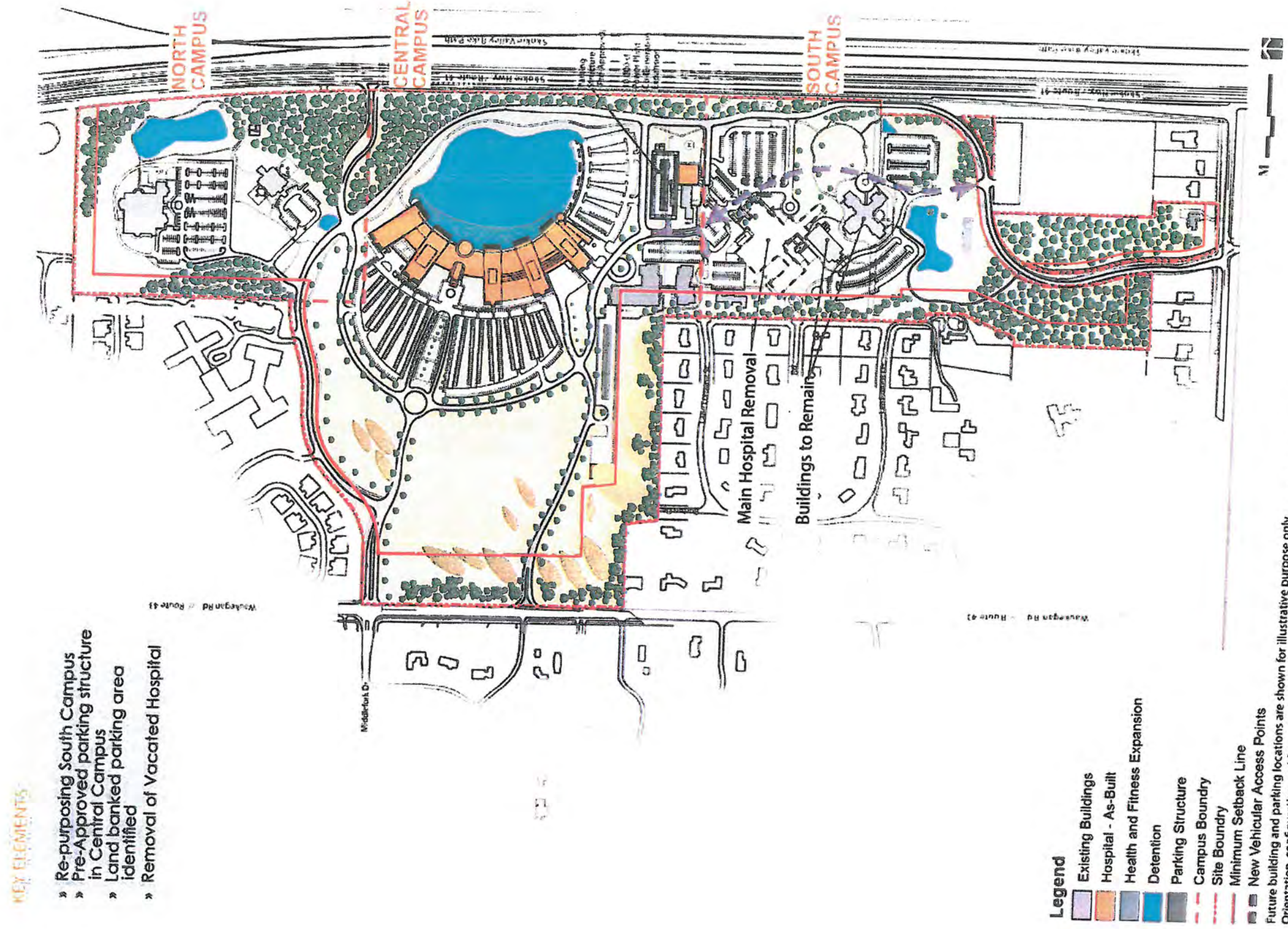


FIGURE 4 - ILLUSTRATIVE PLAN - PHASE TWO

NORTHWESTERN LAKE FOREST HOSPITAL CAMPUS LAND USE PLAN
LAKE FOREST, ILLINOIS

M Northwestern Medicine
Northwestern Lake Forest Hospital

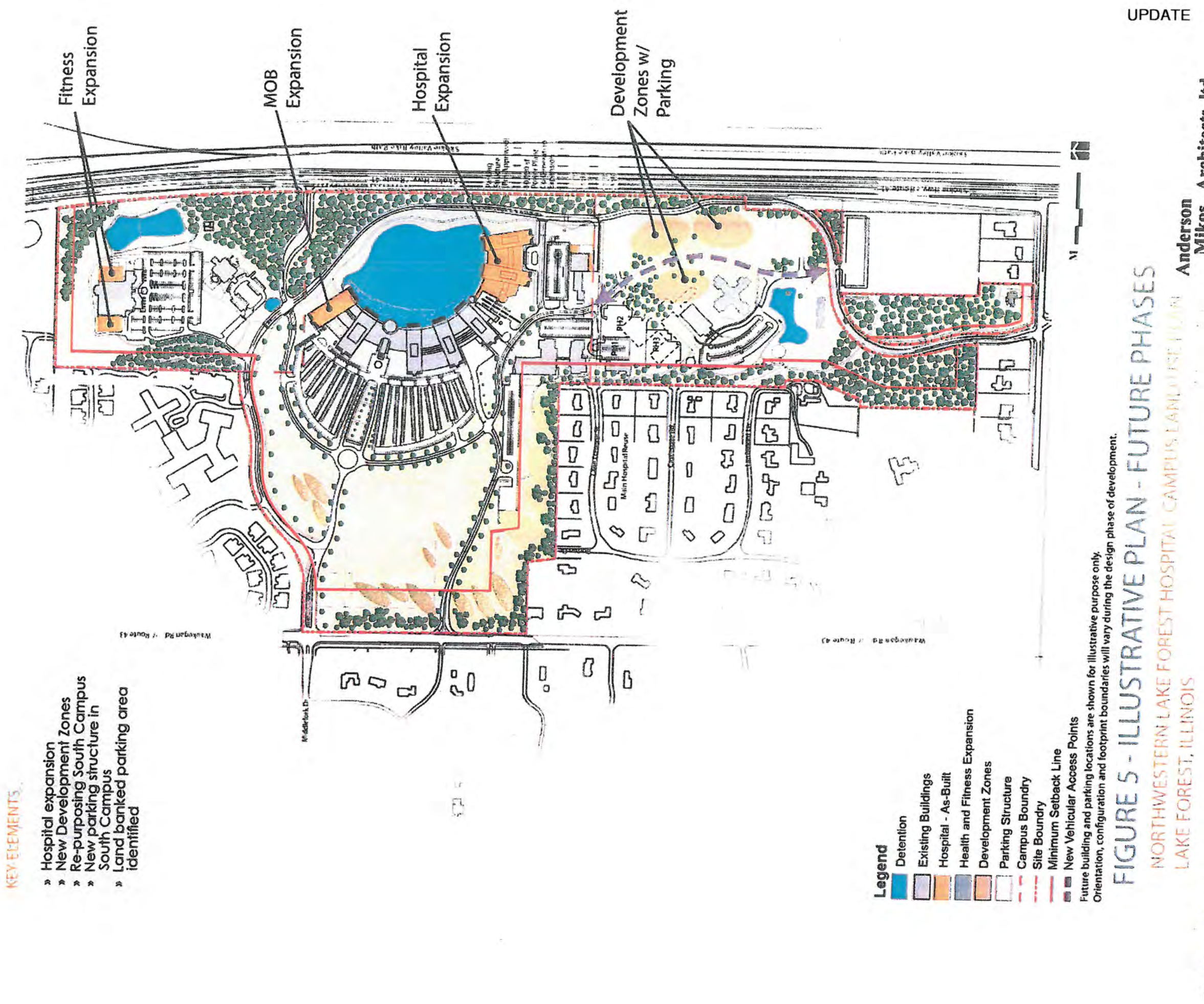


EXHIBIT D

Unconditional Agreement and Consent

Pursuant to Section Four of Lake Forest Ordinance No. 2017-____, and to induce the City Council of Lake Forest to grant the amendment to the Special Use Permit provided in such Ordinance, the undersigned acknowledge that they have read and understand all of the terms and provisions of said Lake Forest Ordinance No. 2017-_____, and do hereby acknowledge the validity of each of the conditions and provisions of said Ordinance, and do hereby unconditionally consent to and agree to accept and be bound by each and all of the provisions, restrictions, and conditions of said Ordinance, and do hereby acknowledge that the undersigned are authorized to sign this Unconditional Agreement and Consent.

Northwestern Lake Forest Hospital

By: _____

Its _____

ATTEST:



PLAN COMMISSION
UPDATE OF PREVIOUSLY APPROVED MASTER PLAN
Northwestern Lake Forest Hospital

TO:	Honorable Mayor Schoenheider and Members of the Council
DATE:	December 14, 2016
FROM:	Chairman Ley and members of the Plan Commission
SUBJECT:	<i>Request for Approval of Refinements to Previously Approved Master Plan</i>

Petitioner and Owner

Northwestern Lake Forest
Hospital

Property Location

660 N. Westmoreland Road
Generally located north of
Deerpath, west of Route 41
and east of Waukegan Road

Zoning District

R-3 and R-4, Single Family
Residential

Representatives: Thomas J. McAfee, President, Lake Forest Hospital
Joe Dant, Vice President of Operations, Lake Forest Hospital
David Mikos, CEO, Anderson Mikos Architects, Ltd

At the November 9th Plan Commission meeting, representatives from Northwestern Lake Forest Hospital appeared before the Commission to 1) review the previously approved Campus Master Plan, 2) provide a status report on the construction that is well underway on the Central Campus, 3) propose refinements to the Master Plan to reflect “as built” conditions, based on the site and building plans approved by the City for the Central Campus, and 4) to provide detail on a framework for the future of the South Campus.

Background

The Plan Commission played a key role in the review and ultimately, the approval of the Campus Master Land Use Plan in 2011 and 2012. As with all master plans, the Hospital Campus Master Plan provides a *framework* for review of specific site plans, building designs, landscape, lighting and signage. Master plans do not dictate the specifics of development or grant approval for construction; instead, master plans establish development parameters and limitations, and layout general concepts for development going forward. It is expected that master plans will be refined and updated periodically. To assure that the Hospital Campus Master Plan remains current and effective, the hospital representatives are now before the City to provide information and request approvals of refinements to the Master Plan to reflect current conditions and future plans to the extent known at this time.

Review of Proposed Refinements

The Commission voted 7 to 0 to recommend approval of the requested refinements listed below, subject to conditions of approval as detailed in the approving Ordinance included in the Council packet.

The refinements are proposed as “replacement pages” since most of the Master Plan will remain unchanged. The replacement pages, upon approval, will be inserted into the previously approved Master Plan. Some other minor editing will be required to fully align the narrative in the plan with the replacement pages. Importantly, no changes are proposed to the fundamental aspects of the approved Master Plan including the perimeter setback areas, the total allowable building square footage and the open space requirement for the overall campus and each campus area.

Central Campus

1. Refine the plan to reflect the “as built” site plan which reflects the foot print of the new hospital, configuration of parking lots and road alignments all as approved by the City, based on the approved Master Plan. These elements are under construction and completion is anticipated in 2017.
2. Amend the Central Campus Plan to incorporate a replacement Support Facility.

South Campus

3. Refine the plan to reflect fundamental themes that will serve as a framework for future reuse and long term redevelopment of the South Campus. The themes include: 1) a central spine road extending north/south to provide direct access to the new hospital, 2) approval of demolition of all or significant portions of the existing main hospital building, and 3) approval of future buildable areas located on the middle and east portions of the South Campus.

Background

Discussion and Response – Topics from the November 12, 2016 Meeting

The following topics were raised at the Plan Commission meeting.

Drainage – The petitioner provided graphics to the Commission illustrating the topography along the south property line, north of the homes on Lane Lorraine. The hospital property is at a lower elevation than the homes on the north side of Lane Lorraine.

The berm constructed on the hospital property steps back from the property line providing an area, on the hospital site, for the water to flow north and south. This area was modified since it was initially constructed, at the City’s request, to create a more clearly defined swale. This area has historically been a low area. During the construction of the berm, two existing pipes were removed and two new, larger diameter pipes were installed and connected to the larger storm sewer system on the hospital property. Water runoff from the berm is captured in the swale, directed to the pipes and does not flow uphill to the neighboring properties. Water from the neighboring properties ultimately makes its way on to the hospital property and into the swale and pipes.

The hospital offered to accommodate storm drainage from neighboring properties more directly if neighboring property owners want to direct their down spouts and sump pumps into a pvc pipe and extend that pipe to the south edge of the hospital property, where it would daylight and discharge water near the established swale. Permits should be obtained from the City by any residents who decide to pursue this work. In addition, the Commission directed staff to reach out to Lane Lorraine residents in the spring and offer on site inspections with engineering staff to advise individual homeowners of any steps they can take to more efficiently direct water from their properties on to the hospital campus.

Berm Height and Enhanced Landscaping – The hospital has agreed to increase the height of the east end of the berm and add landscaping to the berm. The conditions as recommended by the Commission address these topics.

Enhancement of Landscaping on the southeast corner of Westmoreland and Waukegan – The conditions as recommended by the Commission require staff to monitor views in this area as work on the hospital campus evolves and to require, if necessary, additional plantings to screen, but not completely hide, views of the hospital campus for the intersection.

Support Facility – As a result of the shifting of the new hospital south and east, various support services facilities on the campus were displaced. Some of the services will be taken off campus; others are temporarily located near the corner of Waukegan and Westmoreland Roads and are planned for removal to open up the area near the intersection for additional plantings and berming as contemplated by the approved plans. At the request of the City, the hospital conducted an extensive study of possible locations on the campus for the Support Facility. A summary of the options considered was reviewed by the Commission.

The Support Services Facility will house materials and equipment that are necessary for maintenance of the hospital grounds in all seasons. As proposed, the facility will be constructed into a berm and will not be visible from off of the site and will be screened from views from on the hospital campus by landscaping.

Excerpt
The City of Lake Forest
Plan Commission
Proceedings of the December 14, 2016 Meeting
Draft – Pending Commission Review

A meeting of the Lake Forest Plan Commission was held on Wednesday, December 14, 2016, at 6:30 p.m., at City Hall, 220 E. Deerpath, Lake Forest, Illinois.

Commission members present: Chairman Ley, Commissioners Michael Freeman, Lloyd Culbertson, Monica Ruggles, Tim Henry and Rosemary Kehr

Commissioners absent: Commissioner Berg

Staff present: Catherine Czerniak, Director of Community Development

3. Northwestern Lake Forest Hospital will present a status report on construction at the hospital campus, review the previously approved Campus Master Plan and introduce refinements proposed to align the Master Plan with the buildout and prepare for the next phase of work on the Campus.

Introduction by: Thomas J. McAfee, President, Northwestern Lake Forest Hospital

Presentation by: Joseph Dant, V.P. of Operations, Lake Forest Hospital

David Mikos, President and CEO, Anderson Mikos Architects, Ltd.

Chairman Ley asked for any conflicts of interest or Ex Parte contacts, hearing none, he swore in all those intending to speak on this matter.

Mr. McAfee stated that since the last meeting, there are no significant changes to the proposed updates to the hospital Master Plan. He reviewed that the intent is to update the Plan to reflect the current construction on the Campus and near term planning concepts. He stated that after the last meeting, and in response to letters received, he directed the hospital team to comprehensively review the concerns and provide detailed responses. He stated that during his time as President of the hospital, the hospital has been responsive to building a facility in which the community can take great pride. He introduced members of the hospital team.

Mr. Dant recapped the updates proposed to the Master Plan and provided additional details on the support services building which is proposed for relocation to the Central Campus. He reviewed five pages from the Master Plan which are proposed for replacement with updated graphics. He noted that page 11 will be modified to reflect the as-built conditions of primarily the Central Campus. He noted that after the Master Plan was approved, during the development of the final site plan, the new hospital building was shifted to the east, closer to Route 41 and away from the residential neighbors in response to concerns heard during the master planning process. He noted

that an unintended consequence of that change was that the parking lot impacted the existing Support Services Building. He reviewed the replacement for page 13 noting that the perimeter setbacks, total building square footage and required amount of open space, as originally approved in the Master Plan, do not change. He noted that the change reflects only the revised foot print of the hospital building. He noted that replacement page 15 reflects the road improvements as now built including the direct connection to Route 41, the addition of turn lanes at the Deerpath and Westmorland Road intersection and the construction of a service road near the southwest corner of the Central Campus which provides direct access to the hospital for emergency vehicles. He noted that the main entrance to the new hospital facility will be from Waukegan Road. He noted that the configuration of Westmoreland Road was modified in response to concerns from residents at Lake Forest Place about headlight impacts on their homes. He pointed out that new pedestrian paths were added to the Campus, with off site connections, to encourage use of the site by community members. He reviewed replacement page 21 noting that it focuses on the South Campus in the years 2020 and beyond. He stated that after fully moving into the new facility, the intention is to remove all or portions of the existing hospital building. He stated that an Historic Assessment Study was completed by Ramsey Historic Consultants and determined that the existing hospital building, overall, does not meet the criteria for a significant historic structure. He noted however that the history of the Campus and the original hospital building is important to the hospital and to the Board members, many of whom are Lake Forest residents. He stated that the hospital is committed to honoring the architecture of the original hospital building. He reiterated that significant changes on the south Campus will likely occur in 2020 or beyond. He stated however that the planning for those changes will be done before hand. He reiterated that preserving what the original building has meant to staff and patients over many decades is a high priority for the team. He reviewed the proposed replacement for page 27 noting that this graphic presents a concept for what the future could look like. He stated that it is hard to establish a timeframe for further expansion on the Campus given that the new hospital has not yet opened. He noted that the new hospital was designed to accommodate growth to the east, away from the neighboring residential properties. He stated however that expansion will depend on demand for services noting that future growth could be in five years, ten years, or beyond. He explained that the longer term concept is to establish a central spine road through the South Campus and identify future development zones primarily east of the road, away from the residential neighbors. He stated that the hospital is proud of work completed to date and offered some highlights of the accomplishments: over 100 acres of open space is preserved on the Campus, the landscaping and berming along the perimeters of the Campus was accelerated by two years to allow additional time for the areas to stabilize before the opening of the new hospital, a continuous berm was constructed along the south property line instead of the previously approved multiple drumlins, additional storm water capacity was added to the Campus to accommodate water that flows on to the site from upstream, the height of the new hospital is considerable lower than permitted by the Master Plan, enhanced trails for pedestrians and bicycles were constructed through the Campus with connections to off site points, and the loading dock was located below grade to minimize visual and sound impacts. He

stated that additional community enhancements are planned in the future. He discussed the Support Services Facility proposed for relocation to Central Campus. He noted that the facility is temporarily located on the southeast corner for the Westmoreland and Waukegan Roads intersection, in a visible area. He described the proposed location, on the south side of the service road, on the Central Campus. He explained that the intent is to construct the building into the berm to mitigate visual and acoustical impacts. He stated that the hospital conducted a sound study which included evaluating the sound impacts of trucks backing up. He stated that from off site, the increase in noise was negligible. He noted that in response to neighbors' concerns about lighting levels, lighting in the parking lot near the 700 Medical Office Building was reduced in the evening and night time hours while still providing safe walking paths for employees and patients. He added that also in response to comments from neighbors, the plantings along the berm located behind the Lane Lorraine homes will be enhanced with a significant number of trees to provide additional screening for the neighbors and for patients. He stated that a planting plan, with species and sizes of trees at the time of planting, will be submitted to the City for review and approval. He stated that the height of the east end of the berm will be increased to the extent allowed by the width of the base of the berm as the construction on the Central Campus draws to a close. He noted that there is a significant distance between the homes on Lane Lorraine and the new hospital, approximately a distance of 700 feet at the closest point. He pointed out that the existing hospital and the activity associated with it are closer to the neighboring residences than the new hospital and related activity. He reviewed various stormwater management improvements made on the Campus explaining that in the vicinity of the berm, two older drainage pipes were replaced with larger pipes which increased the capacity to convey stormwater by 400 percent. He pointed out that the houses on Lane Lorraine are sited at a higher elevation than the hospital property and as a result, water flows from the neighboring properties, on to the hospital site. He noted that an existing swale, located near the base of the berm, was enhanced to more efficiently direct water to the pipes under the berm and through the hospital campus to the northeast.

Mr. Mikos reviewed the proposed relocation of the Support Services Facility reviewing that the former maintenance facility was displaced by parking lots for the new hospital when the hospital building was shifted to the east as the final plans were developed. He pointed out the current location of the temporary maintenance facility on the southeast corner of Waukegan and Westmoreland Roads. He reviewed the proposed location of the new Support Services Facility noting that as the work on the Central Campus is completed, the current temporary facility will need to be removed to allow the landscaping to be completed in accordance with the approved plan. He stated that an extensive study was done to evaluate the pros and cons of various locations for the facility on the Campus. He added that a decision was made to eliminate a portion of the facility by moving the laundry services completely off of the Campus. He noted however, that grounds maintenance services and equipment must be located on site for efficiency and safety reasons. He reviewed the proposed plan which would essentially bury the new facilities into the berm, on the south side of the service road. He

noted that like the loading dock for the hospital which was located below grade to minimize visibility, the intent is to hide the Support Services Facility from view from off of the site and also from most points on the site. He reviewed the eight different locations that were considered for the facility, and summarized the pros and cons of each. He stated that at the proposed location, the Support Services Facility will be located at the 200 foot setback line with the only visible elevation facing the hospital.

Mr. Dant reviewed the components of the Support Facility noting that the site will be comprised of a building, a service vehicle storage yard, lawn maintenance equipment and supplies, and snow removal equipment and supplies. He stated that the yard will be fenced. He stated that one 20 yard dumpster will be located on the site noting that the dumpster location will be further from the residential neighbors than it was at the previous location. He said that the hours of operation of the site will be 6 a.m. to 3 p.m., Monday through Friday, except during times when snow and ice removal operations are required. He stated that the site will take deliveries of mulch and top soil. He stated that as necessary, hours of operation can be controlled. He noted that the facility is proposed in an area already approved for the extension of asphalt. He pointed out that this facility does not add new operations to the hospital campus, but instead, relocates existing activities, at a reduced scale, in a central and efficient location.

Mr. McAfee concluded the presentation acknowledging that a great deal of information was presented quickly. He stated that the hospital team continues to invest considerable thought in planning for the future of the hospital campus and being responsive to the concerns of the neighbors. He stated that the end goal is to provide a hospital that is efficient and operationally configured to provide the best care possible while at the same time, regarded as a significant amenity for the community. He reviewed a story of a recent life that was saved as a result of the hospital being anchored to one of the best hospitals in the world. He noted that this project is the single biggest capital project in the history of the community. He stated that the hospital has invested a great deal to assure that it is a good neighbor. He reviewed that the hospital is committed to increasing the height of the berm and planting a forest on top of the berm if necessary to provide screening for the neighbors. He noted that the ability for the hospital site to accept drainage from upstream properties is 400 percent improved over what it was previously. He acknowledged that the future needs of the hospital are not fully known given the changing nature of health care however, he noted that the new hospital building was designed with the ability to add a third floor on the north pavilion and to add additional pavilions to the south and east, away from the adjacent residential neighborhood, if needed in the future. He stated that removal of the existing hospital is years away and he committed that as the plans develop for that phase; they will be thoughtful and very mindful of the importance of that structure to the history of the hospital. He stated that the existing hospital will not be dealt with in a cavalier fashion. He noted however that holding on to an old building that is not advancing the mission of the hospital would not be a responsible action.

Ms. Czerniak stated that the detailed Master Plan originally approved for the hospital campus put in place a process that allows for regular updates. She noted that in recent

discussions with hospital representatives, it became clear that now would be an opportune time to update the Master Plan to acknowledge the final plans for the Central Campus as now being built out, to set some further parameters about the future of the South Campus, and to respond to concerns raised by neighboring property owners. She reviewed that Master Plans do not approve a specific site plan or building, but instead, set parameters that must be followed as more detailed plans are developed for various elements of the site. She reviewed that no changes are proposed to key parameters of the Master Plan as originally approved. She noted that the previously approved perimeter setbacks, the required amount of open space and the allowable building square footages all remain unchanged. She explained that the Commission is asked to consider refinements to various pages which will take the form of replacing those pages while retaining the rest of the Master Plan as originally approved. She stated that the Commission's charge is to make a recommendation to the City Council on the proposed replacement pages. She summarized that on the Central Campus, the replacement pages reflect the as-built conditions of the new hospital, roads and overall site plan as well as the proposed relocation of the Support Services Facility which is necessary as a result of shifting the new hospital building further south and east. She stated that the replacement pages for the South Campus reflect two major themes, a re-aligned spine road to provide more direct access to the new hospital and to provide building areas for future development closer to Route 41, away from the adjacent residential neighborhood. She stated that the second theme is to be clear that going forward, the existing hospital will not serve the needs of the hospital and will be removed in part or completely. She stated that the Master Plan does not approve a specific plan for how the spine road or removal of the hospital will happen, however the conditions as recommended direct more in depth review at a later date as plans are developed for those initiatives. She added that from a neighbor perspective, updating the Master Plan at this time, allows conditions to be put in place to sensitively address the concerns raised by some neighbors. She reviewed that the recommended conditions require the height of the east end of the berm to be increased and additional landscaping to enhance the screening around the perimeter of the Campus. She pointed out that during the discussions of the original Master Plan, there was never a commitment or a desire to completely hide the hospital from all off site views however, there was a commitment to protecting the adjacent single family homes from impacts to the extent possible. She noted that concerns were raised by residents of the Middlefork Farm Subdivision about views from the intersection of Waukegan and Westmoreland Roads, into the Campus. She explained that to date, there have been some plantings completed near the intersection however, the temporary maintenance facility, the temporary employee parking lot and construction related equipment are currently located within the view corridor from the intersection, to the hospital building. She stated that over the coming months, the various temporary uses and structures will be removed from that corridor and landscaping and berming, as reflected on the approved plan, will be completed. She suggested that it makes sense to wait until the approved landscape plan is fully implemented before evaluating the views from that intersection. She added that as with any large development, after a Certificate of Occupancy is issued, the City Arborist will continue to monitor the plantings for five years to identify and require replacement of any plantings that are

failing to thrive and to identify any areas of unintended gaps that need to be enhanced with additional plantings. She noted however, that it is important not to over plant at the outset to avoid stunting trees that if given time, will achieve the intended size and screening. She asked Dan Strahan, the City Engineer, to speak to drainage.

Mr. Strahan stated that he walked the site last spring with the engineer and other members of the hospital team to observe the berm and drainage. He stated that his responsibility is to make sure that the improvements completed on the hospital campus do not cause any negative impacts on neighboring residential properties and ideally, result in some improvements for the upstream properties. He explained that the residential properties located to the south of the hospital campus sheet drain to the north, on to the hospital property. He reviewed a cross section noting that there is an undisturbed wooded area along the south edge of the hospital property through which drainage has never been very efficient. He reviewed that beyond that undisturbed area, the grade on the hospital property was actually lowered, to better accommodate upstream, overland flows. He explained that the hospital enhanced a swale, located on the south side of the berm, which directs water to the newly installed culverts. He acknowledged that at times, during the construction, there was standing water and areas where the water was not flowing properly, he explained that in response to what was observed, the City required the hospital to make a series of enhancements to the swale and culverts were added. He confirmed that the capacity of the culverts on the hospital campus was increased. He summarized that the hospital site today, accepts upstream stormwater more efficiently than it did in the past.

Ms. Czerniak noted that she neglected to mention the conditions recommended in the staff report which address the condition of the buffer along the west property line of the South Campus. She pointed out that as approved in the original Master Plan, a 120 foot buffer is established in this area. She explained that some of the existing buildings on the hospital campus encroach into the 120 foot setback, but will be removed over time and no new construction will be permitted within the buffer area. She noted that the conditions as recommended in the staff report require the hospital to enhance the vegetation in this buffer area over time and to remove and replace vegetation that has died or been impacted by recent utility work in the area. She added that there is also a condition that directs that once the existing hospital is vacated, a reduced lighting plan must be put in place to reduce light from the existing hospital building to a level that meets minimum safety and security needs.

In response to questions from Commissioner Freeman, Ms. Czerniak confirmed that the City Engineer visited the hospital campus last spring to review the drainage and noted that other engineering staff are on site frequently to observe conditions as construction continues. She confirmed that the Commission's role is to make a recommendation on the proposed replacement pages as presented by the hospital, with consideration given to the conditions recommended by staff. She confirmed that detailed technical reviews will occur in the future, as detailed plans are developed for the Support Services Facility, spine road and removal of the existing hospital. She stated that those reviews will be based on the approved replacement pages in the Master Plan and on the established parameters.

In response to questions from Commissioner Ruggles, Mr. Dant confirmed that the proposed maintenance facility will be about 7,500 square feet, the same size as the prior facility.

In response to questions from Chairman Ley, Mr. Dant confirmed that at a minimum, the height of the east end of the berm will be increased three to five feet and that any increase above that would be subject to what the base of the berm will support.

In response to questions from Commissioner Kehr, Mr. Dant clarified that the yard will be located near the maintenance building and will be screened by fencing. He confirmed that no portion of the building or the yard will be visible from the south side of the berm.

In response to questions from Chairman Ley Mr. Dant explained that the yard at the Support Services Facility will be shielded from views from within the Campus with a fence and landscaping.

Hearing no further questions from the Commission, Chairman Ley invited public testimony.

Greg Hanrahan, 822 Lane Lorraine, stated that he has been a resident of the community since 1977. He stated that three years ago, when he purchased his house, he reviewed the Master Plan. He stated that in his opinion, the promises made in the Master Plan have not been kept. He stated that his property is located at the east end of the berm, where the berm is lower. He stated that the berm should be the same height all the way across. He stated that today, there is one tree on the berm and noted that the berm does not block views of the hospital. He stated that adding another three to five feet to the berm will not help much. He stated that during the project, bright construction lights shined into his family and dining rooms. He invited the Commission members to view the hospital from his front and back yards noting that it looks like a shopping center. He stated that no one told him that there would be a parking lot to the east of the end of Lane Lorraine after the 700 Medical Office Building was removed. He stated that the emergency room and the associated lights from the old hospital are now visible from his house. He stated that more trees should be planted in that area to block the views to the old hospital. He stated that although he is not an engineer, he knows that the drainage has gotten worse and existing trees are dying from the water. He stated that the maintenance building should be put back where it was originally. He stated that he and other neighbors are upset about the impacts on their properties from the hospital.

Maddie Dugan, 1090 Oak Grove Lane, stated that she lives off of Waukegan Road, south of the new hospital. She stated that she was born at the hospital and has lived in Lake Forest for all but four years of her life. She stated that she has been an active volunteer at the hospital for 51 years and served on the Lake Forest Hospital Women's' Board for 40 years. She reviewed the various positions she holds and has held at the hospital and in the larger community and noted the various community events that she

has supported over the years. She stated that the property on which the current hospital is located and on which the new hospital is being built belonged to her great grandparents, Mr. and Mrs. Albert Blake Dick. She stated that her grandfather, Albert Blake Dick, Jr., was the first President of the Lake Forest Hospital, from 1940 – 1951. She stated that her uncle, Albert Blake Dick, III, served on the Board of Directors for the hospital and was its President from 1983 to 1986. She stated that her mother, Helen Dick Bronson, volunteered at the hospital and served on the Board for over 60 years and as the Board President from 1962 to 1965. She stated that she; along with her cousin currently serve on the Capital Campaign Committee for the new hospital. She stated that it will be a sad day for her and others involved with the hospital if the main entrance to the original hospital needs to come down however, she noted that the community needs to be realistic. She stated that the hospital team is diligently working with an historic preservation architect, who is evaluating the building, its configuration and the opportunities and design implications of its potential for reuse. She stated that it may not make any sense to keep the building façade and the entrance main if it means incurring the expense of maintaining a building that does not serve a needed function in an effective and efficient way. She stated that she trusts that the hospital will make the right decision and will preserve part of the original building if at all possible. She noted that the goal of the original Alice Home and later, Lake Forest Hospital, was to deliver superior medical care to the community. She stated that it would be counterproductive to that goal to stand in the way of progress and as a result, deny present and future residents world class medical care in exchange for saving a 70 year building, as special as it is. She said that the hospital may need to choose between the best and latest technology and world class medical care, and an icon of Stanley Anderson's work. She stated that if demolition is determined to be necessary to further the mission of the hospital, she will support that decision.

Melissa Knorr, 910 Lane Lorraine, stated that she has lived in her home since 2000. She stated that she attended all of the meetings at which the hospital Master Plan was discussed. She said that she appreciates that by design, the drainage system should be carrying 400 percent more stormwater than before, but it is not. She stated that it angers her that such representations are being made. She noted the location of the previous culvert and stated that the low area continues to collect water. She stated that early last spring; the hospital removed several trees in an effort to improve the drainage. She said that she walked back into the forest to observe the work and sunk a foot into the standing water where the culvert used to be. She acknowledged that more water should be flowing into the new culverts, but it is not. She said that more needs to be done to direct water to the culverts. She stated that she agrees with all of the comments of Mr. Hanrahan. She stated that the neighbors were promised a complete screen all along the south property line. She stated that she would be happy to show anyone the problems that she is facing on her property.

Bruce Ryland, 818 Larchmont Lane, stated that he has lived near the southwest portion of the South Campus of the hospital, near the Women's' Center building, for 19 years. He stated that he worked closely with the former hospital President, Bill Ries, when the Women's' Center was built and the hospital has been a good neighbor. He

acknowledged that the hospital campus needs to change over time, but asked that commitments about what will be done for the neighbors be put in writing. He stated that the hospital is truly becoming a world class facility and noted that there is a great deal of focus around the construction of the new hospital. He asked that his portion of the neighborhood not be forgotten. He noted that in some areas, the perimeter setbacks are larger than in others. He noted that in the setback area near his home, ash, elm and evergreen trees have been lost to disease, thinning out the buffer. He stated that with future plans to demolish the existing hospital and redevelop the South Campus, he would like to see some level of commitment from the hospital to add plantings to the setback area that extends along the west property line, not just on the Central Campus. He stated this commitment will go a long way toward building a good relationship with the residents. He asked that a commitment to replanting along the west edge be documented in the minutes and in the recommendations.

Hearing no further requests to speak, Chairman Ley asked for additional information from the City Engineer.

In response to questions from Chairman Ley, Dan Strahan, City Engineer, stated that he did not walk the site prior to the start of construction however, he noted that by looking at the undisturbed area, it is clear that the basic drainage pattern remains unchanged, noting that the drainage flows to the north, from the residential properties, on to the lower hospital property. He stated that the forested area is partially on the residential property, and partially on the hospital property noting that it straddles the property line. He stated that removing some additional trees and vegetation could allow for more efficient stormwater flows, but would remove some of the existing screening. He stated that the swale located on the south side of the berm is lower than the surrounding properties noting that once water gets to the swale, it is directed to the culverts. He confirmed that prior to the recent construction activity, the residential area sheet drained to the north, on to the hospital property, as it does today.

In response to questions from Chairman Ley, Mr. Bleck explained that the prior berm was installed several years ago when the hospital built a parking lot north of the homes on Lane Lorraine as part of an earlier project. He stated that the new berm was built on the previous berm, to the north of the undisturbed forested area. He stated that the forested area was not altered. He stated that the old culvert was removed and several new pipes were put in to better capture water from the swale which was extended and enhanced. He stated that there is a low spot in the forested area which pre-dates any construction activity. He stated that he walked the area last spring and found some of the neighboring backyards to be soggy. He reiterated that water sheet drains from the houses, into the woods. He stated that to improve drainage on the neighboring properties, the hospital is willing to allow residents to extend their own drain pipes to the hospital property line to discharge water directly into the forested area, rather than allow it to make its own way there through more slowly, through the backyards. He stated that during construction, he observed ponding during a period where existing pipes had been removed and the new pipes not yet installed. He also noted that the City stormsewer in Burton Drive is likely designed to handle a three to five year storm, not

larger storms. He explained that during larger storms, there is likely to be back up on the street that could flow into the neighbor's yards.

In response to questions from Commissioner Freeman, Mr. Bleck reviewed a diagram showing the pipes that were removed and explained that those pipes were previously under a six to eight foot tall berm. He explained that as the berm got wider to support the increased height, the pipes were too short to extend through the base of the berm. He noted that rather than extend the pipes, they were replaced with more, larger diameter pipes. He noted the location and size of each of the new pipes and described the swales that were extended to direct water to the new pipes.

In response to questions from Commissioner Kehr, Mr. Bleck stated that the three new pipes were installed over the last two years. He confirmed that the height of the eastern portion of the berm will be raised. He noted that currently, the construction trailer is located in this area which prevents the base of the berm from being wider which would allow the height of the berm to be increased. He stated that once the trailer is removed, the base can be widened and the height increased. He confirmed that the berm will be raised three to five feet and trees will be added to the berm. He confirmed that the neighboring residents can, if they choose to do so, extend stormwater pipes to the hospital property line.

Commissioner Kehr suggested that the City staff continue to monitor the drainage issue and explore opportunities for improving upon the current situation.

Chairman Ley invited rebuttal to public testimony from the petitioner. He asked the petitioner to specifically address whether the concerns that were voiced are being addressed.

Mr. McAfee stated that he takes umbrage at the charge that the hospital has not been responsive. He stated that with respect to the berm and landscaping along the south property line, more has been done, in an earlier timeframe, than required by the original approvals. He stated that the original plan did not include a continuous berm along the south property line, but instead, a series of broken berms, but in response to neighbor concerns, a continuous berm, higher than originally proposed, was constructed. He explained that work on the Central Campus is not yet complete and in some cases, work needs to occur in a particular sequence. He noted however, that the hospital continues to be willing to look at modifications and enhancements and is committed to doing so. He acknowledged that the comment about the west perimeter of the South Campus is a good one. He agreed that the hospital wants to invest early in enhancing the buffer in that area. He stated that the lighting level on the new parking lots has already been reduced in an effort to strike the right balance between safety and security and light impacts. He pointed out that the street lights on Lane Lorraine, in the front yards of the homes, are brighter than the lights in the hospital parking lots. He added that the hospital wants to insulate the Campus from views of neighboring homes, so there are shared goals. He reiterated that the new hospital was moved farther away from the surrounding residential neighborhood than originally planned in direct response

to concerns raised by neighbors. He stated that the hospital has no incentive to be misleading and stated his hope that the hospital's sensitivity and responsiveness is clear. He pointed out that by tucking the Support Services Facility into the berm to hide it from any views from off the site, the hospital is incurring significant additional expense.

In response to questions from Chairman Ley, Ms. Czerniak confirmed that as a follow up to the approval of the Master Plan, a Task Force was established by the City Manager to make final design decisions as the plans for the site and the hospital building were finalized. She stated that a similar, but smaller scale process may be directed by the City Manager as smaller elements of the Campus redevelopment come forward for final review and verification that they are consistent with the amended Master Plan. She emphasized that the hospital construction project is not yet complete and permits for the work are still open and subject to further inspections and ultimately, to City approval. She stated that the Campus continues to evolve which has led to some of the concerns raised by neighboring residents. She reviewed that in response to neighbor concerns, the installation of the berm along the south property line was accelerated however; construction was limited to some extent by the location of the construction trailer near the base of the east end of the berm. She stated that the hospital has stated a commitment to increasing the height of the berm and she stated that staff will work with the hospital team to see that the height is maximized to the extent possible. She noted that the hospital brought forward a very substantial plan for additional landscaping on the berm. She noted however, that plantings must be done carefully to assure that trees are planted in proper locations, which may not be at the top of the berm, to assure that the trees receive sufficient water, grow to the height and width intended and thrive so that the best possible screening is provided over the long term. She reviewed the conditions as recommended in the staff report noting that they require the height of the east end of the berm to be increased, additional plantings on the berms and enhanced plantings in the buffer area along the western edge of the South Campus. She stated confidence that these issues will be addressed to the extent possible. She added that the amendments proposed to the Master Plan also begin to provide greater certainty about future construction on the South Campus by identifying long term building areas closer to Route 41, and further away from the residential neighborhood than the original hospital building and its later additions. She noted that a condition requiring continued work on reducing off site light impacts from the Campus is also recommended. She acknowledged that at times, during construction, very bright, unshielded safety lights were used in the building for safety reasons. She recommended approval of the proposed amendments subject to the conditions as offered in the staff report.

Commissioner Kehr commented that the recommendations as proposed in the staff report appear to take the concerns expressed by the neighbors into consideration.

In response to a question from Commissioner Kehr, Ms. Czerniak confirmed that the staff report, including the recommendations, was available on the City's website prior to the meeting and copies of the staff report were provided at the back of the Council Chambers along with the meeting agenda.

Commissioner Kehr thanked Ms. Dugan for contributions her family has made to the hospital over the years.

Commissioner Ruggles agreed that the conditions as recommended in the staff report take into account many of the issues raised during the public testimony. She stated that she is confident that the hospital will meet the community's expectations.

Hearing no further comments from the Commission, Chairman Ley invited a motion.

Commissioner Freeman made a motion to recommend approval of an amendment refining the Northwestern Lake Forest Hospital Campus Master Plan to reflect the foot print of the new hospital and the configuration of the new parking lots and roads as previously approved and as now being constructed subject to conditions of approval.

The motion was seconded by Commissioner Henry and approved by a 6 to 0 vote.

Commissioner Freeman made a motion to recommend approval of an amendment to the Northwestern Lake Forest Hospital Campus Master Plan to reflect fundamental themes that will serve as a framework for future reuse and long term redevelopment of the South Campus. The themes include: 1) a central spine road extending north/south to provide direct access to the new hospital, 2) approval of demolition of all or significant portions of the existing main hospital building, and 3) approval of future buildable areas located on the middle and east portion of the South Campus subject to conditions of approval.

The motion was seconded by Commissioner Henry and approved by a 6 to 0 vote.

Chairman Ley suggested that the Commission direct staff to continue to monitor drainage in the area and explore opportunities for improvements that could be made to allow water to flow more efficiently into the culverts.

Ms. Czerniak confirmed that staff will follow up with the neighboring property owners in the spring.

THE CITY OF LAKE FOREST

ORDINANCE NO. 2017 - ____

**AN ORDINANCE AMENDING CHAPTER 159.042 – “ZONING BOARD OF APPEALS”
OF THE CITY CODE**

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

WHEREAS, from time to time it is appropriate to review, update and modify the City Code of Lake Forest (the “**City Code**”) to assure that it appropriately reflects current practices and trends, is clear, and addresses new issues that may arise; and

WHEREAS, at the direction of the City Council, the Zoning Board of Appeals reviewed Chapter 159.042 of the City Code; and

WHEREAS, the Zoning Board of Appeals conducted a public hearing on the proposed amendments to Chapter 159.042 on December 12, 2017 and, after deliberation, forwarded a recommendation to the City Council in support of minor amendments to said Chapter; and

WHEREAS, the Mayor and City Council, having considered the recommendation of the Zoning Board of Appeals, have determined that adopting this Ordinance and amending Chapter 159.042 of the City Code relating to the Zoning Board of Appeals hereinafter set forth, will be in the best interests of the City and its residents;

**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 adopted by this reference as the findings of the City Council and are hereby incorporated into this Section as if fully set forth.

SECTION TWO: **Amendment to Chapter 159.042.** Chapter 159.042, entitled "Zoning Board of Appeals," of the City Code is hereby amended as follows:

(a) Chapter 159.042 is hereby amended in part and shall hereafter be and read as reflected in Exhibit A which is attached hereto and made a part hereof.

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

Passed this ____ day of ____, 2017

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this ____ day of ____, 2017

Mayor

ATTEST:

City Clerk

EXHIBIT A
(Proposed Amendments Reflected in Text)

§ 159.042 ZONING BOARD OF APPEALS.

(A) *Creation, composition, term.* There is hereby created the City Zoning Board of Appeals herein referenced as “the Board.”

(1) The Mayor, with the advice and consent of the City Council, shall appoint seven Board members with one of the members appointed as Chairperson. Every member may serve a maximum of three two-year terms.

(2) Board members may continue to serve beyond the expiration of the term if necessary until a replacement is appointed by the Mayor.

(3) Four members of the Board shall constitute a quorum.

(4) Members serve at the discretion of the Mayor.

(5) The Board shall include persons of diverse backgrounds, to the extent possible, with each Board member demonstrating various skills, knowledge and expertise that facilitate the review of matters that come before the Board.

(6) One member of the Zoning Board of Appeals may serve concurrently on the Plan Commission with the terms for each body being distinct and separate.

(7) In the event of a vacancy, the Mayor, with the consent of the City Council, shall appoint a new Board member to fill the remainder of the term in question. Following completion of the term filled, said member may be appointed to a full term consistent with the provisions of this section.

(B) *Purpose.* The Zoning Board of Appeals serves as a recommending body to the City Council on requests for variances from this chapter of the city code as amended and on matters relating to special use permits authorizing expansion of or changes to some existing special uses. With respect to appeals of administrative decisions, the Zoning Board of Appeals renders the final decision at the local level. The Zoning Board of Appeals provides a public forum for input and deliberation on all of the above matters.

(C) *Powers and duties.* The Zoning Board of Appeals shall discharge the following duties under this chapter:

(1) Review and render a final decision on all appeals from any order, requirement, decision or determination made by the Administrative Officer, or the Officer’s designee, under this chapter. In rendering a final decision on administrative appeals, the Board may affirm, affirm with conditions, modify or reverse the decision of the Administrative Officer or the Officer’s designee;

(2) Review and make a recommendation to the City Council on all applications for variances from the requirements of this chapter;

(3) Review and make a recommendation to the City Council on all applications for ~~special use permits and~~ amendments to existing special uses ~~permits~~ except those required by § 159.048 and §§ 159.109 through 159.114, relating to the various business districts which are the purview of the Plan Commission;

(4) Hold public hearings and make recommendations on other matters as appropriate consistent with this chapter;

(5) Conduct special studies as directed from time to time by the City Council;
and

(6) All recommendations provided to the City Council ~~recommendations~~ with respect to all of the duties listed above shall include written documentation of the Board's findings in support of the recommended action in the manner prescribed herein.

(D) *Meetings and rules of the Board.* The Board shall conduct all proceedings in accordance with the following.

(1) All meetings of the Board shall be held in accordance with the meeting schedule adopted by the Board on an annual basis subject to modification by the Chairperson.

(2) Decisions and recommendations of the Board shall be reached only after a public hearing for which notice has been provided in accordance with the requirements of this chapter.

(3) All hearings shall be open to the public.

(4) At all hearings, any interested party may appear in person, or by agent or attorney, and offer evidence and testimony and cross-examine witnesses in accordance with the meeting procedures established by the Board.

(5) The Chairperson, or in his or her absence, the Acting Chairperson, may administer oaths and compel the attendance of witnesses.

(6) All witnesses shall be sworn or shall affirm their testimony in the manner required in courts of record.

(7) All evidence and testimony shall be presented publicly. The Board may take judicial notice of facts to the same extent and in the same manner as courts of record and may consider any relevant facts within the personal knowledge of any member of the Board which are stated into the record by such member.

(8) The Board shall keep minutes of its proceedings, showing the vote of each member upon every question, or if absent or failing to vote, indicating that fact, and shall also keep records of its examinations and other official actions. No hearing shall be conducted without a quorum of the Board being present, which shall consist of a majority of all the members then in office.

(E) *Administrative appeals.*

(1) *Scope of appeals.* An appeal may be filed by any person aggrieved by a decision of the Administrative Officer or the Officer's designee. Such appeal shall be submitted on a form provided by the city within 45 days of the action complained of, by filing with the Administrative Officer and with the Board, a notice of appeal specifying the grounds thereof.

(2) *Hearing and notice.* The Board shall hear the appeal within 60 days following the receipt of any appeal under this chapter, or at the first regularly scheduled Zoning Board of Appeals meeting that has not been fully subscribed or such further time to which the appellant may agree. Notice of date, time and place of said hearing shall be provided to the appellant and all parties who have heretofore indicated to the city an interest in the decision.

(3) *Transmission of record.* Prior to the hearing, the Administrative Officer shall transmit to the Board the complete record upon which the action appealed was taken at least five working days prior to the hearing.

(4) *Findings on appeals.* An appeal shall stay all proceedings in furtherance of the action appealed unless the Administrative Officer demonstrates to the satisfaction of the Board, that a stay would cause imminent peril to life or property. In this event the proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or

by a Circuit Court on application and on notice to the Administrative Officer from whom the appeal is taken, and on due cause shown.

(5) *Disposition of appeals.*

(a) The Board may reverse or affirm, wholly or partly, or modify the order, requirement, decision or determination as it deems necessary and to that end has all powers of the Administrative Officer.

(b) The concurring vote of four members of the Board shall be necessary to reverse any order, requirement, decision or determination of the Administrative Officer.

(6) *Report to City Council.* The Board shall transmit to the City Council a written report stating the Board's decision on each appeal from an order, requirement, decision or determination of the Administrative Officer for information purposes.

(7) *Administrative review.* All final administrative decisions of the Board shall be subject to judicial review pursuant to the provisions of the Administrative Review Act, being 735 ILCS 5/Art. III, approved May 8, 1945, and all amendments and modifications thereof, and the rules adopted pursuant thereto.

(F) *Variances.*

(1) *Application for variance.*

(a) An application for a variance shall be filed on a form provided by the city. Such applications shall be filed by or on behalf of the legal or beneficial owner of the property for which a variance is sought.

(b) A complete application shall include all of the following unless an item is specifically waived by the Administrative Officer.

1. A completed variance application form;
2. Disclosure of beneficial interests.

a. If the applicant is a corporation, the application must be accompanied by a resolution of the corporation authorizing the execution and submittal of the application. In addition, the application shall indicate on its face the names of all directors and corporate officers of the corporation and also the names of all shareholders who own individually or beneficially 5% or more of the outstanding stock of the corporation.

b. If the applicant is a general partnership, the application shall contain a list of all general partners who have a 5% or greater individual or beneficial interest in the partnership.

c. If the applicant is a limited partnership, the application shall contain a list of all the names of general partners and the names of all limited partners having a 5% or greater individual or beneficial interest in the partnership.

3. Title report, warranty deed or similar instrument;
4. Legal description of property and plat of survey;
5. Statement of intent addressing variance criteria;
6. Site plan, elevations, floor plans, roof plans illustrating requested variance;

7. Tree removal, landscape and grading plans; and
8. Any other materials determined to be necessary by the Administrative Officer.

(2) *Notice of hearing.* The Administrative Officer shall have published in a newspaper of general circulation in the city a notice of the time and place of a hearing on a

variance and also shall mail notice thereof to the residents and owners of record of all parcels of land, within the city limits, to a depth of three ownerships, but not to exceed 1,320 feet from the perimeter of the property being considered. The publication and mailing shall be made not more than 30 ~~days~~ or less than 15 days before the date of the hearing.

(3) *Transmission of report and recommendation.* Prior to the hearing, the Administrative Officer shall transmit to the Board a report, recommendation and background material upon which said report and recommendation are based. The complete application shall be on file and available for Board member and public review in the office of the Community Development Department.

(4) *Standards for variance.*

(a) The Board, after a hearing, may recommend a variance from the regulations of this chapter in cases where there are practical difficulties or particular hardships in the way of carrying out the strict letter of any of these regulations, but only when such variance is in harmony with the general purpose and intent of this chapter.

(b) In reviewing a case, the Board shall require evidence to the effect that:

1. The variance, if granted, will not alter the essential character of the subject property, the surrounding area or the larger neighborhood in which the property is located;

2. The conditions upon which a petition for a variance are based are unique to the property for which the variance is sought, and are not applicable, generally, to other property with the same zoning classification;

3. The alleged difficulty or hardship in conforming with the requirements of this chapter is caused by this chapter and has not been created by the actions of any persons presently or formerly having an interest in the property; and

4. The proposed variance will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

(G) *Disposition of variances.*

(1) *Recommendation by Board of Appeals.* The Board shall transmit its recommendation and written findings of fact to the City Council within 30 days after the close of the hearing on a proposed variance. In its recommendation, the Board may recommend that such conditions and restrictions be placed upon the premises benefitted by a variance as may be necessary to comply with the objectives of this chapter. The concurring vote of four members of the Board shall be necessary to recommend the authorization of any variance from this chapter.

(2) *Disposition by City Council.* Upon receipt of the recommendation of the Board, the City Council shall place such recommendation on its agenda within 30 days and may, by ordinance without further hearing, grant variances from the provisions of this chapter in accordance with the standards established in division (F)(~~34~~) above, or may refer it back to the Board for further consideration. Every recommendation from the Board shall be accompanied by written findings of fact specifying the reason for granting such variance. Those applications which fail to receive the approval of the Board shall not be passed by the Council except by the favorable vote of two-thirds of the aldermen then holding office.

(3) *Duration of variances.* No ordinance of the City Council granting a variance shall be valid for a period longer than two years from the date of such ordinance unless

within such period the building permit is obtained and the erection or alteration of a building is started or the use is commenced.

(Prior Code, § 46-21) (Ord. eff. 1-15-1972; Ord. 91-1(A), passed 1-7-1991; Ord. 94-49, passed 11-7-1994; Ord. 2009-17, passed 4-20-2009; Ord. 2013-21, passed 5-6-2013)



January 9, 2017

Mr. Robert Kiely, City Manager
City of Lake Forest
220 E. Deerpath
Lake Forest, IL 60045

Dear Bob,

Thank you for the opportunity to work with Lake Forest in assessing your building permit and inspectional services functions. The steps outlined below describe a program to review those operations and consider recommendations for enhancement. The work steps reflect our conversations regarding the project, understanding of the City, review of the relevant NRC survey results, the 2006 process evaluation, and our experience working with communities regarding their permitting services.

Our proposed process will evaluate how building permits are approved and inspections conducted by the City, specifically by considering:

- The permit review process and its specific steps,
- any recent changes to work volumes and practices,
- the physical space of relevant City offices and customer service areas,
- the use of technology and other systems,
- the roles of staff members providing the service,
- information communicated to customers, how that is done, and by whom,
- how City policy and standards are interpreted and applied,
- involvement of each City department in the review, approval, inspection and enforcement processes,
- ongoing interactions with applicants through the approval process,
- the role of the boards and commissions in the process, and
- the various perspectives on the process and customer service.

Scope of Services

Task 1: Data Collection and Evaluation: As a first step to the project, we will meet with you and the Community Development Director (and others as you may choose) to discuss permitting and inspections processes, including how the service has changed in recent years. We will want to understand metrics used by the City to define successfully providing these services (such as time needed to issue permits or lead time required for inspections). We will also look to determine what applicable information is available and refine the community input approach.

The next step will be to collect and evaluate information regarding the permit and inspection functions. For this step, we would request that City compile information (or direct us to where it is located on the City website) regarding the following, to the extent this information is available:

- forms that are completed by applicants,
- forms completed and maintained by staff (particularly as relates to plan routing and approval),
- number of permit applications received annually (by type) by the City over past three years,
- number of inspections conducted annually (by type) by the City over past three years,
- data available on length of time required to complete building permit reviews,
- any statistics regarding customer service contacts (such as number of phone calls or customer visits to Community Development and other departments),
- flow charts for permitting related procedures,
- organizational charts of Community Development and other Departments / Divisions involved in permitting services,
- frequency/number of permit application “re-reviews” conducted for plans submitted,
- frequency/number of inspections conducted as a follow up to failed initial inspections,
- summary of technology used to facilitate review and inspection, and
- other information you feel would be useful to the process.

We will review the information collected to develop preliminary findings and further questions about the permitting process to be addressed in Task 2.

As part of the data collection task we will prepare a short, on-line survey to solicit input from past applicants of building permit processes. The purpose of the survey will be to solicit general impressions of those systems and specific descriptions of the customer service experience. The survey will include both fixed choice and open ended questions. In depth descriptions of experience with the process will be encouraged. Surveys will be anonymous to support frank responses.

Task 2: Permit Process Evaluation: In follow up to the evaluation in Task 1, we will conduct the meetings outlined below. We propose that meetings in steps 1 and 2 be conducted over a single day and that meetings in step 3 be held on a separate full day).

1. “Walk” an application through the development approval process at City offices. This will provide an opportunity to meet (informally) with available staff to discuss the process generally, as well as their roles, responsibilities, and insights to established systems. This task also will provide observations about how the physical space related to plan review and customer interactions may impact the service.
2. Meet with permits and inspection staff in groups interviews to understand in detail their roles and perspectives on the permit and inspections process
3. Conduct group interviews with builders, contractors, realtors and City commissioners familiar with the permit and inspection process to understand their interactions with and perspectives on the process. We would work with City staff to identify potential candidates for interviews assuring that they are representative and not systematically cherry picked.
4. Conduct a community open house and specifically invite residents, business owners, and landlords that have had permit work done in their homes or businesses to hear their thoughts on the process. These people may not have dealt with the permitting and inspection process directly (as their

contractors might have done that for them) but their experiences are important to understanding how the service is perceived by the community. The open house will be set up to invite written input and facilitate individual and group discussions.

5. Meet with managers and other key staff members from City departments involved in the permitting process to collect their insights (may be done as group or individual meetings).

As an outcome of these analyses and discussions, we will identify preliminary findings regarding the permit and inspection process. Findings will be summarized in a brief, draft report. We would meet with you, the Community Development Director, and others as you choose to review the preliminary findings. Consideration would include reviewing the context in which permit process strengths and weaknesses exist and confirming next steps in the process. As needed, the draft report will be revised.

A presentation of the preliminary findings report will be made to the City Council to provide them with an update on the project. In addition, at the meeting we will conduct a workshop discussion through which the Council will be asked to define priorities for permitting services objectives. Since system enhancements may have funding implications and typically include trade off in costs and services, understanding areas of emphasis from City elected officials will be essential in developing sound, realistic recommendations.

To understand local best practices in permit and inspection systems, we will interview officials from three to five communities considered comparable to Lake Forest or as having model permitting programs related to areas of potential improvement for Lake Forest. Approaches to addressing key service issues identified from these interviews will be incorporated into the Task 3 report.

Task 3: Observations and Recommendations: We will prepare a draft final report outlining observations and recommendations for system enhancement. As appropriate, performance measures to determine success of enhancements will be noted. Recommendations will be presented in terms of short, medium, and long term enhancements and may include: training for staff, training for development community and other customers, updating applicant and public outreach information and information portals, changing review process work flow, changing submittal requirements, role of commissioners in the process, changes to regulation policies, and changing the physical space of the community area.

We will meet with you and City management staff to review the study findings. Based on input from that meeting, findings would be refined as necessary and provided to the City as a final report.

As a final step in the process, we will attend a City Council meeting to present the findings and answer any questions.

Project staff, budget and schedule: Michael Blue and I will be the primary Teska staff members on this assignment, responsible for attending all meetings and drafting all documents. We propose to conduct the outlined work program for a not to exceed fee of \$24,900, inclusive of all expenses.

Anticipating a project start immediately following Council approval, as soon as mid-January:

- We would begin then with the project kick off meeting with you and the Community Development Director to finalize data, interviews for the project and this schedule.
- We anticipate data review, the on-line survey and interviews can be completed by the end of February.

- We would prepare a preliminary findings memo for review with you and the CD Director in early March.
- We would be prepared for presentation to the City Council in late March.
- Best practice research could also be conducted during March with a final report and presentation to the City Council by mid April.

Again, thank you for the opportunity to work with the City of Lake Forest on this project. We look forward to your review of the work program and discussing it with you further.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lee Brown', with a stylized flourish at the end.

Lee Brown, FAICP
President

THE CITY OF LAKE FOREST
RESOLUTION No. 2017-_____

**RESOLUTION APPROVING MASTER PLAN FOR REDEVELOPMENT
OF MCKINLEY-WESTMINTER PROPERTIES AND ACTIONS RELATING THERETO**

WHEREAS, The City of Lake Forest (the "**City**") has received an application for land use approvals from the owners of the properties commonly known as 711, 721, and 725 McKinley Road, which properties are legally described in Exhibit A-1 (the "**711 Parcel**"), Exhibit A-2 (the "**721 Parcel**"), and Exhibit A-3 (the "**725 Parcel**") (the 711 Parcel, 721 Parcel, and 725 Parcel are hereinafter referred to collectively as the "**McKinley Parcels**," which are depicted on Exhibit A-4 hereto); and

WHEREAS, the McKinley Parcels are currently located in the O-1 District under the City's Zoning Code; and

WHEREAS, each of the 711 Parcel, the 721 Parcel, and the 725 Parcel is currently developed with an office building; and

WHEREAS, the City owns an alley (the "**Alley**") and certain real property commonly known as 361 E. Westminster Road and legally described in Exhibit B to this Resolution (the "**City Property**"), which Alley and City Property lie east of and are adjacent to the McKinley Parcels as depicted on Exhibit A-4 hereto; and

WHEREAS, the 711 Parcel, the City Property, and the Alley also lie immediately north and adjacent to the site of the Lake Forest Library (the "**Library Parcel**"), and a portion of the City Property has historically been used for overflow parking for library patrons (the "**Excess Library Parking**"); and

WHEREAS, the owners of the McKinley Parcels propose to redevelop the McKinley Parcels along with the Alley and part of the City Property in accordance with the master plan for redevelopment attached hereto as Exhibit C (the "**Master Plan**"); and

WHEREAS, the Master Plan would require several approvals from the City, including without limitation: (a) the consolidation of the 721 and 725 Parcels; (b) establishment of an east-west access road upon the 721 and 711 Parcels; (c) utilization of the southerly portion of the City Property for redevelopment; (d) continued use of the Alley for access to the McKinley Parcels and the City Property; (e) the staged demolition of the buildings on the McKinley Parcels and the City Property; and (f) the swap of portions of the 711 Parcel for a portion of the City Property; and

WHEREAS, the City's Plan Commission has conducted hearings on the Master Plan; and

WHEREAS, the City's Plan Commission has also considered the request to consolidate the 725 Parcel and 721 Parcel (the "**Consolidation Request**") pursuant to the Tentative Plat of Consolidation attached hereto as Exhibit D hereto; and

WHEREAS, the Plan Commission has recommended approval of the Master Plan and the Consolidation Request, subject to certain conditions; and

WHEREAS, the plans for a multi-family residential building on the consolidated 721 and 725 Parcels ("**Proposed Building 1**") have been presented to the City's Building Review Board (the "**BRB**") for review, and the BRB has recommended approval of Proposed Building 1; and

WHEREAS, the City Council has considered the recommendations of the Plan Commission and the BRB, and the City Council has found that such recommendations would promote the public health, safety, and general welfare of the City and its residents; and

WHEREAS, the City Council has further determined that it is necessary and appropriate to have additional steps taken to implement the Master Plan as recommended by the Plan Commission for the overall redevelopment of the McKinley Parcels and a portion of the City Property while enhancing access to the Library Parcel;

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

Section 1. Recitals. The foregoing recitals are incorporated in, and made a part of, this Resolution by this reference as findings of the City Council of The City of Lake Forest.

Section 2. Approval of Master Plan. The City Council hereby approves the Master Plan, subject to the terms and conditions in Section 5 of this Resolution.

Section 3. Approval of Consolidation Request. The City Council hereby approves the Consolidation Request, subject to the terms and conditions in Section 5 of this Resolution.

Section 4. Conditional Approval of Proposed Building 1. The City Council conditionally approves the Proposed Building 1 for building review purposes, subject to the recordation of the Plat of Consolidation and further subject to the terms and conditions in Section 5 of this Resolution.

Section 5. Conditions on Approval. The approvals of the Master Plan, Consolidation Request, and Proposed Building 1 pursuant to Sections 2, 3, and 4 of this Resolution shall be, and are hereby, conditioned upon and limited by the following conditions, the failure of any of which may render void the approvals granted by this Resolution:

- A. **Consolidation.** The approval of the Consolidation Request shall be conditioned upon the preparation for review and approval by the City's Community Development Director of a final plat of consolidation (the "***Approval Consolidation Plat***") in accordance with the City Code and other applicable laws, ordinances, and regulations (the "***Requirements of Law***"). In addition to satisfaction of the Requirements of Law, the Approval Consolidation Plat is conditioned upon the establishment of necessary public access easements to create an east-west roadway that will lie along the property lines of the 721 Parcel and the 711 Parcel.
- B. **Demolition for Proposed Building 1.** The owners of the McKinley Parcels may seek and obtain a demolition permit for the buildings located on the 721 Parcel and the 725 Parcel upon approval of the Approval Consolidation Plat, subject to the Requirements of Law as

well as presentation and approval by the City's Community Development Director of a logistics plan for the contemplated demolition activity.

C. Building Review Approval of Proposed Building 1. Subject to approval of the Approval Consolidation Plat, the City Council will consider an ordinance granting building review approval for Proposed Building 1 in accordance with the BRB recommendation.

D. Planned Development Approval of the Master Plan. The Plan Commission shall conduct additional public hearings to:

1. Make a recommendation regarding an amendment to the City's Zoning Code to permit Planned Apartment Developments for properties in the O-1 District if combined with property located in either the GR-4, GR-3, GR-2 and GR-1 District;
2. Make a recommendation regarding a request for Preliminary Planned Unit Development approval of a Planned Apartment Development consistent with the Master Plan, including any other zoning relief that might be required in furtherance of the Master Plan (the "**Master Plan PUD**");
3. Make a recommendation regarding a request for Final Planned Unit Development approval for Proposed Building 1 in accordance with the Master Plan PUD; and
4. Make a recommendation regarding such other matters that will advance the implementation of the Master Plan.

The Plan Commission is directed to complete its hearings, review, and recommendations within 60 days after receiving the necessary application materials therefor. If the Plan Commission does not complete its proceedings within such 60-day period, the foregoing actions shall be presented to the City Council for consideration, and the lack of final action by the Plan Commission shall be treated as a negative recommendation on the requested action.

E. Land Swap. The owners of the McKinley Parcels and the City shall enter into a purchase and sale agreement (the "**PSA**") for the mutual conveyance of a portion of the City Property in exchange for a portion of the 711 Parcel in conformity with the terms set

forth in Exhibit E to this Resolution. The PSA shall also incorporate other conditions of this Resolution as pertain to the lands affected by the PSA.

- F. Alley. The owners of the McKinley Parcels shall execute such covenants in connection with the McKinley Parcels to provide for the continued maintenance of the Alley for public use and access, with the owners of the McKinley Parcels (or designated residential building associations) bearing responsibility for the long-term maintenance and care of the Alley. Further, such covenants shall provide that, at the discretion of the City, the owners of the McKinley Parcels will accept ownership of the Alley, but such ownership transfer shall occur no earlier than the issuance of a building permit for the South City Parcel in conformity with the Master Plan PUD. In addition, as part of the overall redevelopment of the McKinley Parcels in accordance with the Master Plan PUD, the owners of the McKinley Parcels shall cause the above-ground utilities within the Alley to be buried unless such burial is not feasible.
- G. Overall Redevelopment Plan. In connection with the approval of the Master Plan PUD, an overall redevelopment plan shall be developed for review and approval by the City Manager, which redevelopment plan shall provide for the logistics of the redevelopment of the properties affected by the Master Plan PUD, including staging, impacts on adjoining streets, maintenance of overall parking available to the Library Parcel, and such other matters necessary to minimize adverse impacts on the City and other properties in the vicinity of the Master Plan PUD properties.
- H. Demolition of Building on City Property. Prior to the commencement of construction of the Proposed Building 1, the owners of the McKinley Parcels shall cause the existing building on the City Property to be demolished.
- I. Other Required City Action. As part of the implementation of the Master Plan, such other actions as may be necessary or appropriate by the City shall be considered for action by the City or its appropriate officials.

Section 3. Effective Date. This Resolution shall be in full force and effect upon the passage and approval.

PASSED THIS _____ day of _____, 2017.

AYES:

NAYS:

ABSENT:

APPROVED THIS _____ day of _____, 2017.

Mayor

ATTEST:

City Clerk

EXHIBIT A-1

Legal Description of the 711 Parcel

Lot 1 and 2 and the North 25 feet of Lots 3 And 4 In W. A. Nichol's Division Of Lots 143, 144, 145, 146, 147, and 148 and one half of the Alley east and adjoining, In The City Of Lake Forest, in the North West Quarter of Section 33, Township 44 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof, recorded May 4, 1892, as Document 48526, in Book "C" of Plats, Page 15, in Lake County, Illinois.
Pin 12-33-109-010

EXHIBIT A-2

Legal Description of the 721 Parcel

Lots 1 and 2 in Archer Subdivision, being a subdivision of Lot 142 in City of Lake Forest in the Northwest Quarter of Section 33, Township 44 North Range 12, East of the Third Principal Meridian, according to the plat thereof, recorded October 14, 1957 as Document No. 968491, in Book 1577 of Records, page 525, in Lake County, Illinois.

EXHIBIT A-3

Legal Description of the 725 Parcel

The Southerly 50 feet of Lot 141 in Lake Forest, being a subdivision of parts of Sections 27, 28, 33 and 34, Township 44 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded July 23, 1857, in Book "D" of Plats, Pages 72, 73, 74, 75, 76 and 77, in Lake County, Illinois.

Area of survey containing 13,210 S.F.

EXHIBIT A-4

Depiction of the McKinley Parcels

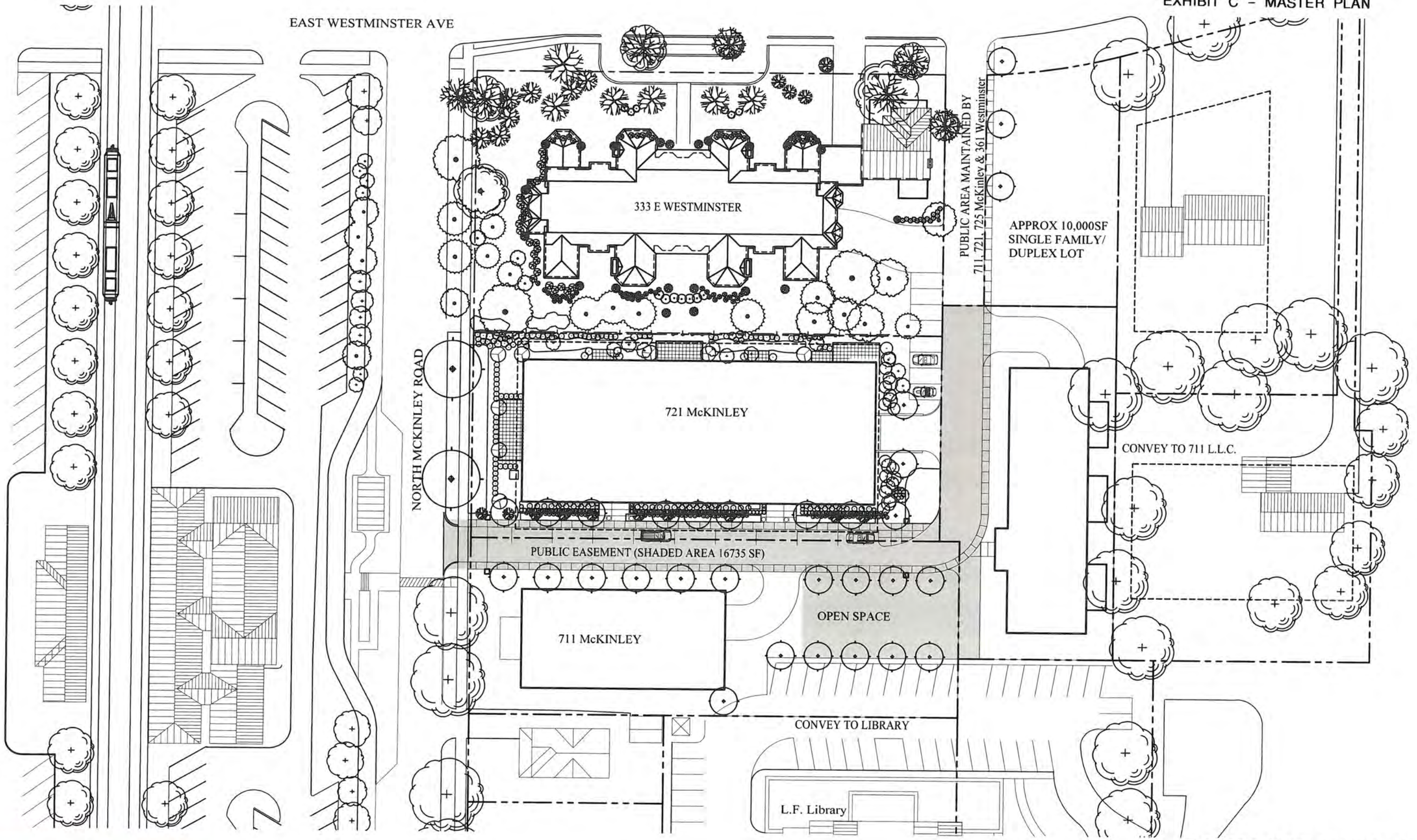


EXHIBIT B

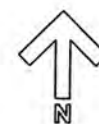
Legal Description of the City Property

Lots 1 and 2 in Masonic Subdivision

PIN: 12-33-109-024 and 12-33-109-025 **EXHIBIT A-1**



Witmer & Associates
Architecture and Interior Design
witmerandassoc.com



721 N MCKINLEY ROAD
Master Redevelopment Plan
Public Easement

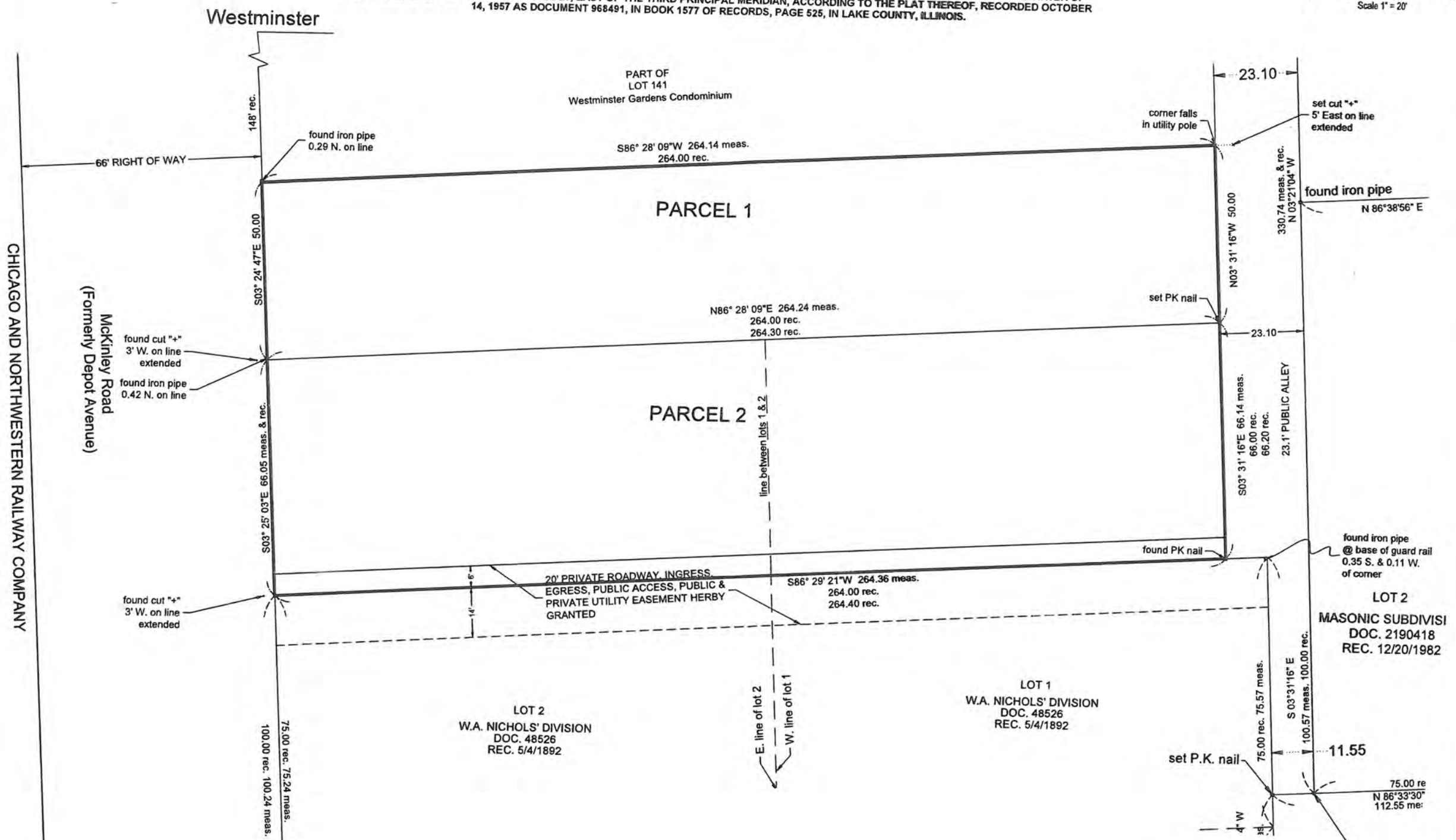
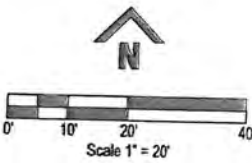
January 5, 2017

SCALE 1" = 50'

Tennative Plat of Consolidation

PARCEL 1: THE SOUTHERLY 50 FEET OF LOT 141 IN LAKE FOREST, BEING A SUBDIVISION OF PARTS OF SECTIONS 27, 28, 33 AND 34, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1857, IN BOOK "D" OF PLATS, PAGES 72, 73, 74, 75, 76 AND 77, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: LOTS 1 AND 2 IN ARCHER SUBDIVISION, BEING A SUBDIVISION OF LOT 142 IN CITY OF LAKE FOREST IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 44 NORTH RANGE 21, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 14, 1957 AS DOCUMENT 968491, IN BOOK 1577 OF RECORDS, PAGE 525, IN LAKE COUNTY, ILLINOIS.



- NOTES:
1. BASIS OF BEARINGS: WEST BOUNDARY LINE ASSUMED N 03° - 25' - 03" W.
 2. MEASUREMENTS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

ABBREVIATIONS:
m. or meas. = measured
r. or rec. = record
CB = chord bearing
CH = chord length
L = arc length
N = North
S = South
E = East
W = West
S.F. = square feet
doc. = document

PROJECT NO. 70-948
OCTOBER 12, 2016

BLECK
engineers | surveyors

Bleck Engineering Company, Inc.
1375 North Western Avenue
Lake Forest, Illinois 60045
T 847.295.5200 F 847.295.7081
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EXHIBIT E

Terms for "Land Swap"

1. General.

- A. This Exhibit E to City of Lake Forest Resolution No. 17-____ (the "**Resolution**") sets forth the general terms for the transfer by the City of a portion of the City Property to the owners of the McKinley Parcels ("**Owners**") for (a) a portion of the 711 Parcel that will be incorporated into the Library Parcel for additional parking, and (b) the establishment by covenant over a portion of the 711 Parcel of a public open space area to be held in private ownership. More specifically, the land swaps will include:
- i. The City will convey the southerly portion of the City Property lying generally east of the McKinley Parcels (the "**South City Parcel**") to the Owners (the remainder of the City Property hereinafter being referred to as the "**North City Parcel**");
 - ii. The Owners will convey approximately the southeast quarter of the 711 Parcel to the City for incorporation into the Library Parcel as additional parking (the "**Parking Area**");
 - iii. The Owners will covenant approximately the northeast portion of the 711 Parcel for public open space (the "**Open Space Area**").

The South City Parcel, Parking Area, and Open Space Area will be more specifically defined by a land survey consistent with the depictions on the master plan.

- B. The terms set forth in this Exhibit E are not binding, but they shall be the basis for the preparation of an enforceable Purchase and Sale Agreement (the "**PSA**") to be executed by the City and the Owners. Defined terms in the Resolution shall have the same meaning when used in this Exhibit E unless otherwise indicated.

2. Background:

- A. Context. Owner owns the McKinley Parcels as defined in this Resolution. City owns the City Property (aka Masonic Temple site). Owners and City wish to align their respective parcels to enhance the land plan and public and private rewards from productive use of these lands as more specifically set forth in the Master Plan.
- B. Purpose: Owners and the City wish to effect a transaction involving a land swap and other valuable consideration between the Owners and the City such that when fully approved by normal City land use and other review and approval processes the fully effected outcomes will include the following:

- i. The Library Parcel will be expanded by the parking Area, which will result in eight (8) parking spaces along the north boundary of the Library Parcel

- ii. Owners will record a covenant pursuant to terms acceptable to the City and enforceable by the City to establish the Open Space Area. The Open Space Area will be owned and maintained by a homeowners' association or other entity proposed by Owners and acceptable to the City that will have the wherewithal to maintain the Open Space Area. The Open Space Area will be available for passive public use at all reasonable times.
 - iii. Owners will be entitled to build a multi-family residential building on the South City Parcel consistent with the Master Plan and pursuant to terms that will be more fully articulated in the Master Plan PUD. Additionally, the Master Plan PUD will permit the Owners to build two additional multi-family residential buildings, to-wit: the Proposed Building 1 (to be located on the consolidated 721 Parcel and 725 Parcel) and Building #2 (to be located on a portion of the 711 Parcel), all as depicted on the Master Plan.
- 3. Financial Consideration. In addition to the exchange of land described above, the Owners agree that the residential buildings and/or units to be constructed pursuant to the Master Plan PUD will be subject to a recorded obligation on resale equal to one-half of one percent (0.5%) of the gross sale price of such building or unit payable into a fund under City control and ownership for the upkeep and maintenance of the East Lake Forest commuter rail station buildings so long as there is regularly scheduled commuter transport service from this location (the "**Station Maintenance Payment**"). The obligation of the Station Maintenance Payment shall be imposed upon the seller of the residential buildings and/or units, but such obligation shall not apply to the Owners.
- 4. Private Road/Alley Maintenance. No later than the issuance of a demolition permit for any of the McKinley Parcels, Owners will assume responsibility for installation and upkeep of a publicly accessible private drive running east from McKinley and also for the upkeep of the Alley that runs south from Westminster to meet the private drive; such responsibility will be set forth in a covenant acceptable to the City to be recorded against the McKinley Parcels (excepting therefrom the Parking Area and the Open Space Area). Further, such covenant shall provide that, at the discretion of the City, the Owners will accept ownership of the Alley, but such ownership transfer shall occur no earlier than the issuance of a building permit for the South City Parcel in conformity with the Master Plan PUD. Notwithstanding the foregoing, in the event that the City re-takes title to the South City Parcel pursuant to Item 8 below, the City retains the further right to vacate, close, or otherwise restrict the use of the Alley, whereupon the Owners' obligation to maintain the Alley will be terminated.
- 5. Demolition of Building on City Property. Owners will take title to South City Parcel. Within 30 days after the closing on the South City Parcel, Owners will make application for any required demolition permit and commence demolition of the building on the South City Parcel promptly after receiving permits, all at their sole cost (including asbestos abatement).

6. North City Parcel. City may offer the North City Parcel for sale expecting that it will be acquired for development of two or three common-wall residences.
7. Interim Activities. The City and Owners acknowledge that development of the Master Plan will occur in phases, and that some elements of the property exchanges contemplated herein will likewise be staged. In particular, the building on the 711 Parcel is still occupied by tenants with active leases. Owners represent that the leases for the 711 Parcel are all scheduled to expire within two years, and the Owners agree not to renew any such leases nor enter into new leases for the building on the 711 Parcel without the express written approval of the City Manager.
 - a. During the time of development of the Master Plan and prior to the conveyance of the Parking Area, the Owners will take steps to maintain the available parking for the Library Parcel, including immediately making available 4 parking spaces on the 711 Parcel for Library staff. Owners may make these spaces available by passage over its lot or by installing gravel and removing curbs so that entry is for cars to face north entering from existing Library driveway.
 - b. When tenant leases expire at the 711 Parcel and the building on the 711 Parcel is demolished, Owners will convey the Parking Area, which will be sufficient for eight (8) parking spaces (including the aforementioned four temporary spaces) and Owners will engineer and install blacktop and stripes for the eight new spaces.
8. Timing: Not all of the elements set forth in these terms will occur at once. City will enter the PSA expecting the Master Plan to be fully realized in due course and therefore, after allowing for force majeure and reasonable cure periods for other unforeseen events causing delays or impossibility or unwillingness of Owners to perform, City reserves the right to unwind the conveyance of the South City Parcel to the Owners at no cost to the City. Accordingly, Owners will, upon conveyance of the South City Parcel place that deed in escrow. If by May 31, 2020, Owners:
 - a. have not secured a construction permit for a residential building on either the South City Parcel or the 711 Parcel,
 - b. has not conveyed the Parking Area and constructed the 8 Library spaces; and/or
 - c. has not fully established and constructed the Open Space Area,

then City will have the right (but not the obligation) at any time up until all the conditions described in this sentence are met by Owners and without payment to Owners to direct the escrowee to deliver the deed for the South City Parcel to the City, and the City will thereafter hold and retain title to the South City Parcel. In the event that the City exercises its right to re-take title to the South City Parcel, Owners shall ensure that any and all liens are discharged from the South City Parcel and that the South City Parcel is free of debris, structures, construction and silt fencing, environmental issues, and is restored to a generally even grade and stabilized with a cover crop to prevent erosion.



PLAN COMMISSION REPORT
McKINLEY ROAD REDEVELOPMENT
Master Plan for Overall Area
Plat of Consolidation 721 and 725 McKinley Road

TO:	Honorable Mayor Schoenheider and Members of the City Council
DATE:	December 14, 2016
FROM:	Chairman Ley and Members of the Plan Commission
SUBJECT:	McKinley Road Redevelopment

PROPERTY OWNER AND DEVELOPER

721 McKinley LLC
(Todd Altounian and Jim Altounian)
725 McKinley LLC
(Todd Altounian, Peter Witmer and Jerry Jacks)

PROPERTY LOCATION

721 and 725 McKinley Road

ZONING

O-1 – Office District

REPRESENTATIVE

Peter Witmer, architect

Summary of Plan Commission Review

In July, 2016, the Plan Commission began its review of the McKinley Road Redevelopment Area. To set the stage for upcoming discussions, the Commission reviewed the Comprehensive Plan designation for the McKinley Road area and reviewed the work of the Cultural Corridor Task Force. The Commission continued the review at the August, 2016 meeting before opening a public hearing on the petitioner's specific proposal at the October meeting.

In December, 2016, the Plan Commission considered the Master Plan proposed for the McKinley Road Redevelopment Area. Master Plans establish parameters for future development that must be adhered as final plans are developed. Concurrent with the Plan Commission's review, the Building Review Board completed its review of the first building proposed for the area.

The Commission voted 6 to 0 to forward the following recommendations to the City Council.

1. Approve the Master Plan as presented subject to the following conditions.
 - The City Council should put appropriate measures and agreements in place (a Term Sheet) to provide the highest assurance that buildout of the area occurs consistent with the approved Master Plan.

- As buildings 2 and 3 are considered, careful attention should be given to providing for appropriate transitions to and buffering of the Church of the Covenants property and the single family homes to the east.
2. Approve a plat of consolidation to combine the 721 and 725 properties into a single building lot subject to the following conditions.
 - During construction, consideration should be given to mitigating impacts on the surrounding uses: the Library, the Church of the Covenants, train station, the 333 E. Westminster building and the nearby single family homes.
 - A plan should be developed to allow the Library to continue to use a portion of the 361 E. Westminster site for overflow parking during construction, to the extent possible taking into consideration the safety of Library employees and patrons.
 3. The full access easement should be put in place on the 711 McKinley Road property at the time of construction of the first building to encumber the 711 property further assuring buildout consistent with the Master Plan.

Background Information

Description of the Property and Surrounding Area

The properties proposed for development constitute the first building in the McKinley Road redevelopment area. The redevelopment area is located on the east side of McKinley Road, south of Westminster, across from the train station depot and north of the Church of the Covenants and the Lake Forest Library.

This area is currently developed with three office buildings. The two northernmost office buildings will be demolished first, to allow construction of the initial building. The 711 McKinley Road office building is proposed to remain in the short term to allow current tenant leases to play out, to provide the opportunity for the developer to assess the demand and interest in different types of units and for financial reasons.

As noted at previous Plan Commission meetings, the three office parcels are adjacent to a City owned property to the east, 361 E. Westminster. The City Council has identified this property as surplus property. Importantly, years of study of this area have concluded consistently that conversion from office use to multi-family residential use is appropriate. The Comprehensive Plan supports multi-family residential use in this area and more recently, the Cultural Corridor Task Force re-enforced that multi-family residential development in this area, close to the train station and the Central Business District, will meet a need for a different housing type in the community and will contribute to the vitality of the Central Business District.

Proposed Development

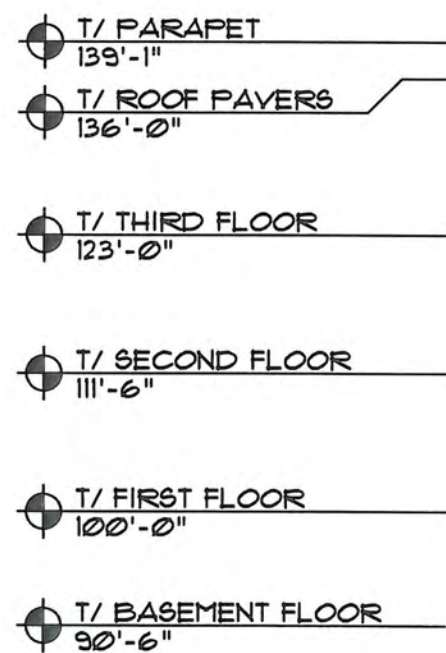
The initial building will be three stories and will have thirteen condominiums, two of which will be smaller, first floor and more affordable units.

- The O-1 zoning district permits a wide variety of uses including single family residential, multi-family residential, offices and community uses.
- In the O-1 district, the residential density is determined by application of the zoning setbacks (25 foot front yard setback, 5 foot side yard setbacks and 35 foot rear yard setback), compliance with the height limitation of 35' and satisfaction of the parking requirements.

Currently, each of the three office buildings has an access driveway on to McKinley Road. All of the parcels also have access to the public alley. At full buildout, a single access from McKinley Road is proposed, one-way, into the development. Two curb cuts on McKinley Road will be eliminated.

Thirty-two underground parking spaces are proposed as part of the Phase 1 development. The parking spaces will be under the building and as proposed, will be accessed from the alley to the east. Residential uses typically generate significantly less peak hour traffic than office uses. As proposed, the underground parking spaces fully meet the parking requirements in the Code with the appropriate number of spaces reserved for guests. On street parking spaces are also proposed for convenience and overflow use.

This location, near the Central Business District, is ideal for residents who want to rely on the train, a bicycle or desire to walk much of the time. In addition, this location places residents close to restaurants, stores and services in the Central Business District.



EAST ELEVATION



Witmer & Associates
Architecture and Interior Design
witmerandassoc.com

- T/ PARAPET
139'-1"
- T/ ROOF PAVES
136'-0"
- T/ THIRD FLOOR
123'-0"
- T/ SECOND FLOOR
111'-6"
- T/ FIRST FLOOR
100'-0"
- T/ BASEMENT FLOOR
90'-6"



SOUTH ELEVATION

- T/ PARAPET
139'-1"
- T/ ROOF PAVES
136'-0"
- T/ THIRD FLOOR
123'-0"
- T/ SECOND FLOOR
111'-6"
- T/ FIRST FLOOR
100'-0"
- T/ BASEMENT FLOOR
90'-6"



WEST ELEVATION



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721 N McKinley Rd
RENDERINGS

November 23, 2016

SCALE N.T.S.





W

A

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721 N McKinley Rd
189
RENDERINGS

November 23, 2016

SCAINTS

Excerpt
The City of Lake Forest
Plan Commission
Proceedings of the December 14, 2016 Meeting
Draft – Pending Commission Review

A meeting of the Lake Forest Plan Commission was held on Wednesday, December 14, 2016, at 6:30 p.m., at City Hall, 220 E. Deerpath, Lake Forest, Illinois.

Commission members present: Chairman Ley, Commissioners Michael Freeman, Lloyd Culbertson, Monica Ruggles, Tim Henry and Rosemary Kehr

Commissioners absent: Commissioner Berg

Staff present: Catherine Czerniak, Director of Community Development

- 4. Continued consideration of a Master Redevelopment Plan for the area east of McKinley Road and south of Westminster. Multi-family residential development is proposed. The proposed Plan includes properties addressed as 711, 721 and 725 McKinley Road and 361 E. Westminster. Consideration of a plat of consolidation for the 721 and 725 McKinley Road properties is also requested.**

Owners: 711 McKinley LLC (Peter Witmer and Todd Altounian), 721 McKinley LLC (Todd Altounian and Jim Altounian) and 725 McKinley LLC (Todd Altounian, Peter Witmer and Jerry Jacks)

Presentation by: Peter Witmer, architect

Chairman Ley asked for any conflicts of interest or Ex Parte contacts, hearing none, he swore in all those intending to speak on this matter. He noted that this is the third time this petition has been before the Commission. He stated that action on this item is scheduled if the Commission determines it is appropriate to proceed. He invited a presentation from the petitioner.

Mr. Witmer noted that this is a continuation of the discussions that the Commission has had at two previous meetings. He noted that at the first meeting, various concepts for overall development of the area were presented, at the second meeting a more refined plan was presented along with input from the Building Review Board. He noted that since the last meeting, the Building Review Board approved the first building planned for development. He stated that a final plan, which takes into account all of the input received to date, is presented for Commission action. He stated that the plan was developed with input from the City Engineer, the Police and Fire Departments and the City's plan reviewers. He noted that in addition to two appearances before the Building Review Board, in between the meetings, he met with a design subcommittee of the Board. He noted that the design subcommittee will also review the final construction plans at the time they are submitted for a building permit to assure that the

details are consistent with the Board's discussion and direction. He presented renderings of the building as now designed from various viewpoints. He reviewed some of the architectural details noting in particular the details of the front entrance. He reviewed the proposed Master Plan noting that it reflects discussions to date. He noted that in response to input received, the plan no longer provides for a vehicle connection between the new development and the Library to avoid adding congestion to the Library parking lot. He noted that a pedestrian connection with the ability to provide emergency access is planned instead. He stated that the pedestrian connection is a good solution. He asked for Commission approval of the Master Plan and the plat of consolidation.

Ms. Czerniak reiterated that this matter is before the Commission for the third time. She reviewed that at the last meeting, the Commission forwarded a preferred plan to the City Council. She stated that because City owned property is involved, the City Council reviewed the preferred plan, expressed support for the direction of the plan and directed that work continue, consistent with the preferred plan to develop a Master Plan for the area. The Council expressed continued interest in incorporating the City parcel into the redevelopment plan. She noted that the Council also stated the intention to use various tools to assure that the area develops consistent with the Master Plan as it is ultimately approved. She stated that in developing the Master Plan, consideration was given to concerns expressed by the Library about "cut through" traffic. She stated that in response, as described by Mr. Witmer, the plan no longer provides for a vehicle connection into the Library parking lot, but still provides for additional parking spaces on the Library site. She reviewed that the Master Plan will establish parameters to guide future development of the area and provide some level of certainty for all parties about how the area will develop. She stated that the Master Plan is now before the Commission for consideration along with a plat of consolidation to create a single lot from the 721 and 725 McKinley Road parcels. She stated that although the design aspects of the petition are under the purview of the Building Review Board, the petitioner provided various images, elevations and a model to give the Commission and the public a clearer vision of what is intended for the area. She stated that this matter is back before the Commission for recommendations on the Master Plan and the plat of consolidation. She stated that two motions would be appropriate. She noted that the tentative schedule is that the recommendations from the Building Review Board and Plan Commission, along with a Memorandum of Understanding which will be prepared by the City Attorney, will be considered by the City Council at the January 17th meeting.

In response to questions from Commissioner Culbertson, Mr. Witmer reviewed the traffic circulation pattern noting that traffic will enter from McKinley Road and move eastbound. He stated that traffic will exit the site on to Westminster adding that it will also be possible to access the parking garage for the first building from Westminster.

In response to questions from Commissioner Ruggles, Mr. Witmer stated that the new one way road is 22 feet wide, a comfortable width for a travel lane and parking.

In response to questions from Chairman Ley, Mr. Witmer stated that the units in the first building are planned at 3,000 to 4,000 square feet with two affordable units at 800 and 1,200 square feet.

In response to questions from Commissioner Culbertson, Mr. Witmer stated that the Library expansion parcel will be deeded over to the Library for parking and circulation improvements. He clarified the boundaries of the area that will be added to the Library site and the area intended as a common open space, with public access.

In response to questions from Commissioner Kehr, Mr. Witmer stated that room for approximately 15 to 18 spaces will be able to be added to the Library site depending upon the desires of the Library.

In response to questions from Culbertson, Ms. Czerniak confirmed that the Library could choose to not add parking and preserve the area as open space.

In response to questions from Commissioner Kehr, Ms. Czerniak stated that the City will work to maintain over flow parking for the Library during construction as long as it is safe to do so.

In response to questions from Commissioner Kehr, Mr. Witmer described the conceptual footprint of building two. He acknowledged that consideration will be given to the proper balance between the two buildings on the streetscape. He pointed to the model noting that it shows the intended massing with building two about 2/3 the width of the larger building. He stated that the building footprint of the second building is conceptually around 8,000 square feet, with two units per floor. He noted that the first building is intended to have three or four units per floor. He confirmed that the parking on the north side of the east/west road will be available to all of the buildings and he confirmed that each building will have sufficient underground parking. He stated that the open space will be landscaped to allow for sunlight. He stated that the intent is to put in large trees, but to maintain them and trim them as necessary as occurs in the Regent's Row development. He stated that the width of the open space is about the same size as the Greensward in Market Square. He added that Mariani is very well versed at projecting how large certain types of trees will grow and selecting appropriate trees. He confirmed that the new road will be private and stated that further discussion with the City is needed to determine whether the alley will remain in public ownership, or become the responsibility of the development.

Hearing no further questions from the Commission, Chairman Ley invited public testimony.

Paul Hamann, 511 Beverly Drive stated that he is opposed to the Library losing access to the 17 parking spaces on the City parcel.

Dan Sebald, 560 Ivy Court, stated opposition to the urban and auto-centric nature of the development. He stated that the balconies appear too urban and inconsistent with the character of the neighborhood. He noted that grills and toys may be stored on the

balconies and be visible from McKinley Road. He stated objection to allowing the development to access on to McKinley Road and questioned why so many parking spaces are being provided. He suggested that the east/west road could be eliminated and building two moved to the north to provide a larger open space adjacent to the Library. He noted that in the future, the Library could have the option of constructing underground parking. He questioned the appropriateness of the roof top patio and the lot consolidation which will allow for a large building foot print. He stated that it is not unreasonable to ask what is planned for the second building.

Ruth Bruggeman, 55 Farnham Lane and a representative of the Church of the Covenants, stated that information on the second building and its potential impacts on the Church's property is important to the Church. She stated concern about the massing of the development, particularly the size of the second building. She questioned what the setback distance will be adjacent to the Church. She questioned the intention for the City property and again expressed concern about the size of the proposed buildings. She questioned why so much is being crowded on to the small site. She suggested that the road should be adjacent to the Church property, rather than a building. She stated that the Church property will be dwarfed by the proposed development and privacy will be impacted. She stated that the neighborhood will be drastically changed. She stated opposition to the siting and size of the proposed building and any use of the roof top space for outdoor activity. She asked the Commission to consider what the neighborhood has been and the changes proposed.

David Bruggeman, Pastor of the Church of the Covenants, noted that today, there is really no buffer between the Church property and the 711 McKinley Road office building. He questioned whether the massing of the second building will eliminate the ability to have a buffer between the properties.

Hearing no further requests to speak, Chairman Ley invited final questions from the Commission.

In response to questions from Commissioner Freeman, Ms. Czerniak confirmed that the Master Plan will establish parameters which must be followed as detailed plans for the area are developed. She stated that if something drastically different is proposed; the Master Plan would need to be revisited before such a plan could move forward. She noted however that the Master Plan does not address the details of a development such as the exact size, shape or design of a building. She noted that conditions are included in the staff report to address some of the concerns raised such as a requirement that in considering future buildings, an appropriate transition to the adjacent Church property to the south and single family homes to the east should be considered. She stated that although the first building provides some roof top living space, that type of space may not be appropriate for later buildings given their proximity to other uses. She noted that the Master Plan establishes that building two will be set further away from the south property line than the existing 711 McKinley Road office building and further than the setback required by the Code. She stated that some type of vegetative buffer will be required in the setback area the specifics of which will be determined when a future building is considered.

In response to questions from Commissioner Culbertson, Ms. Czerniak described the roof top patio space planned in the center of the building proposed as an amenity for the first building. She stated that the Commission could make a recommendation that the Declarations of Covenants for the development regulate how the roof top patios and the balconies can be used.

In response to questions from Commissioner Ruggles, Ms. Czerniak confirmed that the required side yard setback is five feet so the buildings could be located closer together than represented in the Master Plan.

In response to questions from Commissioner Culbertson, Commissioner Freeman stated that the concern he voiced at the last meeting about piecemeal development is addressed with the adoption of a Master Plan for the area and the Council's intention to enter into a Memorandum of Understanding with the developer. He noted that with those in place, a developer will have less flexibility to do something different from the Plan without coming back to the Commission to request modification of the Master Plan. He stated that putting the easement in place at the outset for the east/west road alleviates the concern about moving forward with the first building in advance of the rest of the development. He stated that without a Master Plan and a commitment to see the Plan implemented, he was concerned about the value of the property to the south and the City property. He stated that he is comfortable with linking the establishment of the easement to the approval of the Master Plan. He stated that although the overall plan has not changed much since the last meeting, the conditions that are now recommended provide the necessary comfort that the vision will be achieved. He stated that the City Council needs the Master Plan to proceed with negotiations about the City parcel. He stated that in his opinion, the actions now proposed will make the Cultural Corridor vision a reality noting that this is a great opportunity for the developer, and for the City. He noted that the Master Plan will bind any future developer.

Hearing no further comments from the Commission, Chairman Ley invited rebuttal from the petitioner, hearing none, he invited final comments from the Commission.

Commissioner Freeman encouraged the developer to make the most of the sight lines from McKinley Road and the train station into the development. He noted the opportunity to create a building with an architectural feature, views of the landscaped open space and views of the Library dome noting that the end result could be very special.

Hearing no further questions or comments from the Commission, Chairman Ley stated that in his opinion, the Master Plan has come a long way from when the Board first saw the petition. He stated that the creation of a circulation and pedestrian corridor in the area is a plus along with the addition of open space in the area north of the Library. He commended the developer and the Building Review Board on how far the building design has come. He stated that the project will be attractive and distinctive.

Commissioner Henry stated agreement with the comments of the Chairman noting that the process works well. He commended all involved in getting the project to this point. He encouraged those who have concerns to look at what the site of Regent's Row was before that development was constructed and to consider what the area looks like today. He noted that the community is fortunate to have the luxury of knowing that the developer, architect and landscape firm all have proven track records in the community. He stated that all of the questions that were raised were answered. He acknowledged that although there is still an opportunity for the properties to change hands, the Master Plan will assure that a powerful development is created.

Hearing no further comments from the Commission, Chairman Ley invited a motion.

Commissioner Culbertson made a motion to recommend approval of the Master Plan as presented subject to the following conditions and recommendations.

Commissioner Henry seconded the amended motion and the motion was approved by a vote of 6 to 0.

Commissioner Culbertson made a motion recommending approval of the consolidation of the 721 and 725 properties into a single building lot subject to conditions.

Commissioner Henry seconded the amended motion and the motion was approved by a vote of 6 to 0.

Commissioner Culbertson made a motion recommending that the full access easement be put in place on the 711 McKinley Road property at the time of construction of the first building to encumber the 711 property further assuring buildout consistent with the Master Plan.

The motion was seconded by Commissioner Freeman and was approved by the Commission by a 6 to 0 vote.
