

**THE CITY OF LAKE FOREST
CITY COUNCIL AGENDA**
Monday, April 1, 2019 at 6:30 pm
City Hall Council Chambers
220 E. Deerpath, Lake Forest

Honorable Mayor, Robert Lansing

Prudence R. Beidler, Alderman First Ward
James E. Morris, Alderman First Ward
Timothy Newman, Alderman Second Ward
Melanie Rummel, Alderman Second Ward

Jack Reisenberg, Alderman Third Ward
James Preschlack, Alderman Third Ward
Michelle Moreno, Alderman Fourth Ward
Raymond Buschmann, Alderman Fourth Ward

CALL TO ORDER AND ROLL CALL

6:30pm

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

A. Arbor Day Proclamation

A copy of the Proclamation can be found **on page 15**

2. COMMENTS BY CITY MANAGER

A. Annual Emerging Artists Awards
-Jillian Chapman, Executive Director Deerpath Art League

3. COMMITTEE REPORTS

4. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL ON NON-AGENDA ITEMS
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5. ITEMS FOR OMNIBUS VOTE CONSIDERATION
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1. Approval of the March 18, 2019 City Council Meeting Minutes

A copy of the minutes can be found beginning on **page 16**

COUNCIL ACTION: Approval of the March 18, 2019 City Council Meeting Minutes.

2. Approval of the Check Register for the Period of February 23 through March 22, 2019

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

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

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

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

Check Register for February 23 - March 22, 2019

	Fund	Invoice	Payroll	Total
101	General	313,307	1,492,730	1,806,037
501	Water & Sewer	80,052	181,691	261,743
220	Parks & Recreation	106,390	378,767	485,157
311	Capital Improvements	44,288	0	44,288
202	Motor Fuel Tax	0	0	0
230	Cemetery	11,755	27,626	39,381
210	Senior Resources	13,135	29,301	42,435
510	Deerpath Golf Course	10,175	2,760	12,935
601	Fleet	86,011	52,567	138,578
416 - 433	Debt Funds	250	0	250
248	Housing Trust	150,000	0	150,000
201	Park & Public Land	0	0	0
	All other Funds	223,546	184,411	407,957
		\$1,038,909	\$2,349,852	\$3,388,761

COUNCIL ACTION: Approval of the Check Register for the Period of February 23 through March 22, 2019

- Award of Bid in the Amount of \$84,000 with a 5% or \$4,200 Contingency to ATP Enterprise Group, Inc. for the Lake Forest Recreation Center Front Entrance Replacement Project.**

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

PURPOSE AND ACTION REQUESTED: Public Works Committee requests City Council authorization to award the bid for the 2019 Rec Center Front Entrance Replacement Project to ATP Enterprise Group, Inc.

BACKGROUND/DISCUSSION: The north main entrance at the Recreation Center is comprised of the original hollow metal doors and frames when the building was built in the 1970's. The doors and frame edges are worn from metal fatigue, causing the doors to sag and rub, making them difficult to operate. The doors and entryways are not ADA compliant and have exceeded their useful life.

The proposed entry door replacement will be ADA compliant and includes redesigning the existing expansive vestibule area by converting the extra space to become future program and office space. Building Maintenance Staff worked closely with Recreation Center Staff and the project architect to ensure the design compatibility with the future plans.

The project also includes installing a concrete pad with a footing in front of the doors to prevent pavers from heaving during the winter months and obstructing the swing of the doors. The replacement of the entire north main entrance will restore the integrity of this highly used entrance.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	3/12/19	Reviewed and approved

BUDGET/FISCAL IMPACT: Has competitive pricing been obtained for proposed goods/services? **Yes**

On March 8, 2019, staff received the following bids for the remodel of the front entrance:

Company Name	Dollar Amount Bid
ATP Enterprise Group, Inc.	\$84,000.00
Builders Land Inc.	\$100,130.00
MAG Construction	\$104,500.00
Rasch Construction	\$132,700.00

The Front Entrance Replacement Project Bid followed the public bid process. The invitation to bid was advertised in the newspaper. The City also invited MAG Construction to bid, which has been a low qualified bidder on several past projects. Eight contractors attended the Mandatory Pre-Bid Meeting and four of them submitted bids. ATP Enterprise Group, Inc. was the lowest qualified bidders and its references were favorable, including recommendations from The Village of Lake Bluff and the Park District of Highland Park.

Based on the scope of the project having very limited excavating, staff is requesting there be a five percent contingency for unforeseen conditions instead of the customary ten percent contingency for construction projects.

Funding Source	Account Budget	Amount Requested	Budgeted? Y/N
FY2019 Capital Fund	\$65,000.00	\$65,000.00	Y
FY2019 Building Maintenance – General Building Improvements	\$23,200.00	\$23,200.00	Y
Total	\$88,200.00	\$88,200.00	

COUNCIL ACTION: Award of Bid in the Amount of \$84,000 with a 5% or \$4,200 Contingency to ATP Enterprise Group, Inc. for the Lake Forest Recreation Center Front Entrance Replacement Project.

4. Award of a Bid in the Amount of \$84,500 to Best Buy Carpet for the Lake Forest City Hall Carpet Replacement Project..

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

PURPOSE AND ACTION REQUESTED: The Public Works Committee requests City Council authorization to award the bid for the 2019 City Hall Carpet Replacement Project to Best Buy Carpet. The awarded bid would include the purchase and installation of new carpeting throughout the entire building with the removal and disposal handled by in-house Building Maintenance staff.

BACKGROUND/DISCUSSION: The current carpeting was installed during the 1996 renovation of City Hall. The 23 year old carpet has held up well over the years, but is starting to show wear marks in the heavily used areas. The second floor Council Chamber has seen the most wear and over the years has been re-stretched and mended three times. It is the staff's intent to replace the existing carpet with a similar quality product.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	3/12/19	Reviewed and approved

BUDGET/FISCAL IMPACT: Has competitive pricing been obtained for proposed goods/services? **Yes**

On March 8, 2019, staff received the following bids for the installation of the carpet:

Company	Original Bid	Savings for City Staff to perform removal	Final Bid Amount
Best Buy Carpet	\$93,000.00	\$8,500.00	\$84,500.00
Tiles In Styles	\$131,807.53	\$10,053.92	\$121,753.61
Eagle Carpet Services	No Bid	Attended Mandatory Pre-bid Meeting	

The Carpet Replacement Project Bid followed the public bid process. The invitation to bid was advertised in the newspaper and staff also invited Eagle Carpet Services and Libertyville

Tile & Carpet to bid on this project. Both vendors did not submit bids due to full schedules. The low qualified bidder, Best Buy Carpet has been in business for the past 15 years and had many favorable references, including The Village of Streamwood and ABT Electronics.

The original scope of the project was to replace the second floor carpet. Upon further inspection of the first floor carpet condition and funding limitations, staff requested additional funding in FY2020 to replace carpeting on both floors. Therefore the project will be funded over two fiscal years: \$44,500 in FY2019 & \$40,000 in FY2020 as shown in the below table. If approved, FY2019 funding will be rolled over and the project will be completed over the Summer of FY2020.

Funding Source	FY2019 Budget	FY2020 Budget	Budgeted? Y/N
Capital Fund	\$28,000.00		Y
Building Maintenance - General Building Improvements	\$16,500.00		Y
Building Maintenance – Minor Equipment		\$40,000.00	Y
Total	\$44,500.00	\$40,000.00	

COUNCIL ACTION: Award of a Bid in the Amount of \$84,500 to Best Buy Carpet for the Lake Forest City Hall Carpet Replacement Project.

5. Authorization for additional funds for repainting, lettering, safety upgrades, and repairs of used fire apparatus.

STAFF CONTACTS:

Pete Siebert, Fire Chief (810-3864) and Michael Thomas, Director of Public Works (810-3540)

PURPOSE AND ACTION REQUESTED: Staff is requesting City Council authorization to utilize an additional \$29,097.00 (overage from budgetary savings), to make repairs and upgrades to used fire apparatus.

BACKGROUND/DISCUSSION: Since entering into an IGA with the Rockland Fire Protection District to provide fire, EMS and fire prevention services to its residents, the District declared all equipment and vehicles as surplus. Part of the IGA was that Lake Forest received first right of refusal to purchase the District's vehicles and equipment. The City of Lake Forest approved the purchase of a used engine, a no cost lease of a grant funded ladder truck, and funds to make repairs and improvements to the two used vehicles, not to exceed \$60,000. During the process of making repairs and upgrades, other issues have been identified and additional funding is needed to make some important safety upgrades with emergency lighting and safety devices. The City Fleet Section has identified additional parts and repairs that need to be made. At this time, staff is requesting additional funds (not to exceed \$29,097.00). The extra funding would come from budgetary savings on the Fire Departments grant funded air pack purchase. This has been a collaborative effort between the Fire Department and the Fleet Section of the Public Works Department. Both departments have worked diligently to identify and prioritize repairs and upgrades, and these additional funds will allow us to complete all needed repairs, and not have to prioritize or eliminate certain items. In addition,

pursuant to the City's purchasing policies, the City Council Finance Chair has authorized a total of \$34k in aggregate to the vendor performing the paint and body work (Kards, Inc.). These repairs and upgrades will make both of these vehicles safer for operation, and increase their longevity. Even with the extra funding requested, the fleet restructuring plan will still save the City of Lake Forest a substantial amount of money.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	4/18/19	No cost lease IGA approved for the grant funded ladder truck.
City Council	12/03/18	Fleet Restructuring plan approved.
Finance Committee	11/26/18	Fleet Restructuring plan approved.
Public Works Committee	10/30/18	Fleet Restructuring plan approved.

BUDGET/FISCAL IMPACT: The impact would be the cost of needed repairs and safety upgrades not to exceed \$29,097.00. The future fleet cost should be reduced by adding these two used vehicles with lower mileage than our current vehicles they are replacing. The repairs and upgrades being made will make these vehicles safer for our responders, and will better serve our residents.

Below is an estimated summary of Project budget:

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
FY19 Fire Equipment Capital Account	-0-	*\$29,097.00	Y

* Overage will be funded from budgetary savings in this line item pertaining to air pack purchase.

COUNCIL ACTION: Authorization for additional funds for repainting, lettering, safety upgrades, and repairs of used fire apparatus.

6. Consideration of Ordinances Approving Recommendations 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 recommendations from the Zoning Board of Appeals are presented to the City Council for consideration as part of the Omnibus Agenda.

1143 Beverly Place – The Zoning Board of Appeals recommended approval of a variance from the corner side setback to allow a driveway width greater than permitted to accommodate an

accessible van. No public testimony was presented to the Board on this petition. (Board vote: 7 - 0, approved)

908 Oakwood Avenue – The Zoning Board of Appeals recommended approval of variances from the front yard and side yard setbacks to allow the replacement and expansion of an open front porch. No public testimony was presented to the Board on this petition. (Board vote: 7-0, approved)

The Ordinances approving the petitions as recommended by the Zoning Board of Appeals, with key exhibits attached, are included in the Council packet beginning on **page 20**. The Ordinances, complete with all exhibits, are available for review in the Community Development Department.

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

7. Consideration of Recommendations from the Plan Commission and Building Review Board in Support of the Second Phase of the McKinley Road Redevelopment. (Approval of the Plat by Motion and First Reading and if Desired by the City Council, Final Approval of an Ordinance Approving the Architectural Design)

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

PURPOSE AND ACTION REQUESTED: The following recommendations are offered for Council consideration for the purpose of advancing construction of the second condominium building on McKinley Road, across from the train station.

- ❖ Consideration of a recommendation from the Plan Commission in support of approval of a final plat of resubdivision for properties currently addressed as 711 and 697 McKinley Road. (The properties are reconfigured as one lot to be addressed as 705 McKinley Road, and two outlots.)
- ❖ Consideration of a recommendation from the Building Review Board in support of approval of the demolition of the existing office building and house at 711 and 697 McKinley Road respectively, and approval of the architectural design of the second condominium building, the exterior materials, lighting, landscaping and hardscape.

BACKGROUND/DISCUSSION:

In April, 2017, based on recommendations from the Plan Commission and the Building Review Board, the City Council approved the first phase of a redevelopment for property located on the east side of McKinley Road, across from the train station, the Witmer/Altounian development. Construction of phase one is nearly complete with several of the condominium units in the first building occupied, and others under contract.

The developers are preparing for construction of the second condominium building as anticipated by the previously approved Master Plan. The second condominium building will be located south of the first building, fronting on McKinley Road and will share the east/west road that extends into the site from McKinley Road.

Consistent with the Plan Commission and City Council discussions at the time the Master Plan was approved, and to the credit of the Church of the Covenants and the developer, negotiations were held and an agreement was reached resolving the long term disposition of the house at 697 McKinley Road, currently owned by the Church. Under that agreement, the house will be demolished to allow the second phase of the development to proceed in a manner consistent with the first phase of the redevelopment, the building widths along McKinley Road will be identical. The north 30 feet of the 697 property will become part of the development, and the south 20 feet of the 697 property will be consolidated into the larger Church parcel.

PLAN COMMISSION AND BUILDING REVIEW BOARD RECOMMENDATIONS

On March 13, 2019, the Plan Commission held a public hearing on this petition. The Commission recommended approval of the plat which reconfigures the 697 and 711 McKinley Road properties into Lot 1 on which the second condominium building will be constructed, Outlot A which will be consolidated with the larger Church property and Outlot B which will be added to the Library site. The transfer of a portion of the property to the City, for consolidation with the Library parcel, is consistent with the previously approved Master Plan.

The Commission noted that as a result of successful negotiations between the Church and the developer, the footprint of the second phase building varies somewhat from the concept presented in the Master Plan in that the building is wider, matching the width of the first building. The Master Plan is intended to serve as a guide as detailed plans are developed for each phase of the development. The Commission voted 5 to 1 to recommend approval of the plat of resubdivision to the City Council. The Commissioner voting nay expressed concern about the design aspects of the project as previously approved.

On February 6, 2019, the Building Review Board considered a request for approval of demolition of the existing one-story office building and house, and approval of the design aspects of the second phase of the development. The Board noted that the overall massing of the second building along the streetscape, the architectural details and high quality exterior materials, are all consistent with the first building. The Board voted 4 to 0 to recommend approval of the petition.

At both the Commission and Board meetings, neighbors offered public comments on two key issues.

- ❖ First, concern was voiced about ongoing construction activity in the area as the project moves from phase one to phase two. In response, the Plan Commission directed review of the construction staging area. Discussions are already underway with the developer and neighbors on this issue. The staging area will be moved away from the Westminster frontage and the frontage will be fenced and landscaped on a temporary basis to mitigate the impacts of ongoing construction. In addition, the City Engineer requested an interim drainage plan to assure that during construction, drainage from the construction staging area is properly directed and as necessary, additional temporary swales, basins or inlets are installed.
- ❖ Second, neighbors voiced interest in being involved in early discussions about the third phase of the project, the area east of the recently completed condominium building. The Commission recommended that the Council direct the Commission to revisit and refine the development parameters for the third phase of the development through conversations with the developer and interested neighbors, before specific plans are brought forward for

Commission review. The Commission acknowledged that the third phase of the development will need to serve as a transition between the more urban type buildings fronting on McKinley Road and the single family homes to the east.

Background materials, including the plat of resubdivision, a report from the Plan Commission and the Ordinance approving the design aspects of the petition are included in the Council packet beginning on **page 33** of the Council packet.

COUNCIL ACTION: Approve a motion granting approval of the plat of resubdivision for the second phase of the McKinley Road Redevelopment consistent with the Plan Commission's recommendations including the recommendations relating to minimizing impacts of construction on surrounding properties and further Plan Commission due diligence around the development parameters for phase three of the development.

AND

If determined to be appropriate by the City Council, waive first reading and grant final approval of an Ordinance approving the design aspects of the second phase of the McKinley Road Redevelopment.

COUNCIL ACTION: Approval of the seven (7) Omnibus items as presented

6. ORDINANCES

7. NEW BUSINESS

- 1. Consideration of Recommendations from the Plan Commission Relating to a Portion of the Amberley Woods Site and the Overall Route 60 Corridor. (Approval by Motion)**

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

PURPOSE AND ACTION REQUESTED: Council action and direction is requested to further discussions about the 8.5 acre portion of the Amberley Woods property located on the southeast corner of Route 60 and Saunders Road.

BACKGROUND/DISCUSSION: On March 13, 2019, the Plan Commission opened a public hearing to consider a request for various approvals related to a development proposed for the 8.5 acre portion of Amberley Woods. The plan presented proposes a change in use for a portion of the property, modifications to the previously approved site plan including changes to access and setbacks, and potentially an increase in impervious surface. Both a short term plan, proposing a 100-bed assisted living and memory care facility on the southern portion of the site, and a longer term plan which anticipates future development of the remainder of the site with restaurant or small scale retail were presented. The proposed plan requires reconsideration, amendment and modification to the following:

- The Transitional (TD) zoning district.
- The Annexation, Subdivision, Development and Settlement Agreement for the overall 40-acre Amberley Woods property.
- The Special Use Permit.
- The recorded plat of subdivision.
- The designation of the residence located on the property as a Local Landmark.

In the context of the above approvals which are currently in place, the Plan Commission voted unanimously to forward a recommendation to deny the petition as now presented. Importantly, some of the Commissioners expressed an openness to the proposed change of use and in seeing further due diligence completed around the need for assisted living/memory care facilities in the area, the costs and benefits of such a use and whether the Amberley Woods parcel is appropriate for the proposed use. The Plan Commission was clear that if the proposed use is determined to be appropriate for the site, the Commission would then undertake an evaluation of a detailed overall site plan and study the technical aspects of the plan. The Commission unanimously voted to recommend denial of the petition at this time, to make it clear to the petitioner that until there is further discussion around the proposed change in use of the site, further expenditures of time and money to study and detail the technical aspects of the plan may not be prudent.

The Commission acknowledged that approving the amendments and modifications required for the plan now presented by the petition, without considering the request in the context of the larger area, the intent of the earlier approvals and both short and long term impacts on the community, would not be in keeping with the City's long tradition of careful and thoughtful planning. At the same time, the Commission was sensitive to the petitioner's interest in receiving direction on the proposed change in use within a reasonable time frame.

In conjunction with the recommendation to deny the petition, the Commission unanimously recommended that the Council direct that a review of the Route 60 Corridor be advanced as the next phase of the Comprehensive Plan update. This process, similar to the working group process recently completed for the Waukegan Road/Settler's Business District, will engage property owners, residents, business representatives and other interested parties in discussion. The discussions will explore current land use designations, existing development patterns in the area, the potential value of encouraging new and different uses in the area and, opportunities and challenges offered by the Route 60 Corridor. In addition, the study will specifically address the question of whether existing approvals and development parameters for the Amberley Woods parcel and other properties in the area are still today in the best long term interest of the community, or whether changes are warranted.

Background material for this petition which was considered by the Plan Commission including: the site plan for the 8.5 acre Amberley Woods parcel as currently approved, the short term redevelopment plan and the longer conceptual plan, is included in the Council packet beginning on **page 45**.

ACTIVITY SINCE PLAN COMMISSION MEETING

As a follow up to the Plan Commission meeting, the petitioner's attorney submitted a letter to staff stating support for the comprehensive planning approach recommended by the Plan Commission and interest in receiving guidance on the proposed land use change before an exhaustive review of the proposed site plan and technical issues is undertaken. However, the petitioner is requesting that rather than deny the petition as recommended by the Plan

Commission, the Council table the petition pending the outcome of the study. A copy of the letter is included in the background material in the Council packet.

The petitioner's request to table the petition is reasonable and consistent with the intent of the Commission to provide the opportunity for a community discussion and decisions about land uses in the Route 60 Corridor before proceeding with review of the details of the site plan.

BUDGET/FISCAL IMPACT: To support the Comprehensive Plan update, the budget approved by the City Council for the current fiscal year anticipated expenditures of up to \$25,000 for consulting fees. To date, no consulting fees have been incurred for this project.

If directed to expeditiously advance the Comprehensive Plan update as it relates to the Route 60 Corridor, staff requests authority to engage one or more consultants to provide the necessary expertise to assist the City in evaluating the viability, benefits and demands of various land uses and to assist with public engagement and the overall update process. Consistent with the City's Purchasing Policy, any contract exceeding the amount of the City Manager's authority will be presented to City Council for consideration.

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted Y/N
Consulting Services Related to the Comprehensive Plan Update #101-3401-435-3510	\$ 25,000	\$19,999 (not to exceed City Manager's authority)	Yes

COUNCIL ACTION: Approve a motion tabling the petition filed by Oakleigh Development Group, LLC and Pendulum Lake Forest Partners, LLC.

AND

Direct staff to proceed expeditiously with a review of the Route 60 Corridor as the next phase of the Comprehensive Plan update. And, to facilitate the review:

- ❖ Authorize the City Manager, in consultation with the Chairman of the Finance Committee, to engage consultants, on a short term basis, as determined to be appropriate, for an amount not to exceed the City Manager's authority.
- ❖ Authorize the City Manager, in consultation with the Mayor, to appoint a Comprehensive Plan Working Group for this next phase of the Plan update.

2. Approval of an Agreement with The University of Illinois at Chicago to Provide Data and Benchmarking Administrative Support to the Northern Illinois Benchmarking Cooperative in an amount not to exceed \$70,000.

PRESENTED BY: Mike Strong, Assistant to the City Manager (810-3680)

PURPOSE AND ACTION REQUESTED: City staff requests approving an agreement with the University of Illinois at Chicago ("UIC") to provide data and benchmarking administrative support to the Northern Illinois Benchmarking Cooperative ("NIBC").

BACKGROUND/DISCUSSION: In February of 2016, after the termination of the International City/County Management Association's Performance Management Program, conversations with various Northern Illinois communities commenced about potentially forming a performance management cooperative, now known as the Northern Illinois Benchmarking Cooperative ("NIBC").

In fall 2017, eleven (11) founding municipalities established the NIBC with the purpose of jointly exploring, developing, and sharing performance metrics that support the collaborative assessment of trends and operational best practices in order to improve service levels, create practices that are more efficient and innovate local government. In September 2017, the NIBC engaged the University of Illinois at Chicago ("UIC") College of Urban Planning and Public Affairs to provide administrative support and facilitate the data collection, validation and analysis for the group. Currently, the NIBC is comprised of twelve (12) municipalities, which include The City of Lake Forest, and Villages of Arlington Heights, Buffalo Grove, Glencoe, Hoffman Estates, Lake Bluff, Lincolnshire, Mount Prospect, River Forest, Schaumburg, Wheeling and Wilmette.

For the first year of the collaborative, the NIBC jointly agreed to focus on law enforcement issues affecting the member communities. The specific priority areas of law enforcement that were selected to be jointly investigated include 1) Police Department Recruitment and Retention, 2) Police Communications Strategies and Developing Public Trust, and 3) Policing and Mental Health. The approach undertaken by the cooperative on these issues included the identification of key service issues, selection of performance measurements, data collection and validation, analysis and reflection, and generation of a final data document.

The final product, which is still under development, will serve largely as an internal resource for municipal police departments interested in developing greater proficiency, promoting idea generation, and enhancing efficiencies within each of these areas. NIBC members plan to continue conversations within these service areas and discuss specifically how each member can work toward achieving the recommendations identified within the Report.

In January 2019, the member communities chose Fire Service as its next service area, and jointly supported UIC in providing administration and data analysis support for this investigation. UIC's proposal, a copy of which is included on **page 51**, outlines the scope of work they will provide to the NIBC. Specifically, UIC will coordinate project planning for the year, lead meetings and assist the communities in identifying data measures, facilitate data collection and analysis, and prepare final data reports and recommendations. A copy of the Agreement for these services is available beginning on **page 57**.

BUDGET/FISCAL IMPACT: Similar to last year, and pursuant to an existing Memorandum of Understanding among the member communities, each municipality will pay an equal percentage of the contract amount with UIC. The City of Lake Forest would hold and execute the agreement with UIC for the full \$70,000 amount, and **each community would pay a total of \$5,833.33**. Ultimately, the City of Lake Forest would be reimbursed \$64,166.63.

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

If no, indicate the specific waiver requested:

Administrative Directive 3-5, Section 9.0K – Existing Relationship

Below is an estimated summary of Project budget:

FY2019 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
City Council – Membership Dues	\$19,390	\$5,833.33*	Y

*-Depicts net budget impact after reimbursements

COUNCIL ACTION: Approval of an Agreement in substantially the form attached hereto with The University of Illinois at Chicago to Provide Data and Benchmarking Administrative Support to the Northern Illinois Benchmarking Cooperative in an amount not to exceed \$70,000.

8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS

1. EXECUTIVE SESSION pursuant to 5ILCS 120/2, (21), The City Council will be discussing, annual review of the minutes mandated by Section 2.06 of the Open Meetings Act

Adjournment into Executive Session

Reconvene into Regular Session

9. ADJOURNMENT

A copy of the Decision Making Parameters can be found beginning on **page 14** of this packet.

Office of the City Manager

March 27, 2019

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





THE CITY OF LAKE FOREST

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

Adopted June 18, 2018

The City of Lake Forest Mission Statement:

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

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

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

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

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



PROCLAMATION

WHEREAS, Arbor Day will be officially observed in the State of Illinois on Friday, April 26, 2019, by proclamation of the Governor and the planting of trees on Arbor Day is a traditional activity throughout the State and The City of Lake Forest, and

WHEREAS, Lake Forest, with its environment of natural areas, is particularly dedicated to the observance of this day and has consistency throughout its history enacted ordinances to preserve its trees and other natural assets, and

WHEREAS, citizen groups, garden clubs, and private and public institutions have actively supported preservation efforts and the renewal of natural areas through tree planting and landscape projects, and

WHEREAS, the celebration of Arbor Day 2019 in Lake Forest will include the distribution of Norway Spruce seedlings to students in public and private elementary schools, and Arbor Day 2019 will be celebrated throughout the day in programs at schools and other locations; and at Northcroft Park (located at 1365 S. Ridge Rd), on Friday, April 26 at 10:00 a.m., where the City's official Arbor Day trees, one Hybrid 'Accolade' Elm, will be planted, and

WHEREAS, trees in our City, wherever they are planted, increase property values, enhance our business and residential areas, beautify our community, and are a source of joy to gladden the hearts and promote the environmental well-being of present and future generations, and

WHEREAS, The City of Lake Forest has been recognized as Tree City USA for thirty-nine consecutive years by the National Arbor Day Foundation,

NOW, THEREFORE, I, Robert Lansing, Mayor of The City of Lake Forest, do hereby proclaim Friday, April 26, 2019, as ARBOR DAY in The City of Lake Forest, and I urge all citizens to support efforts to protect our trees and woodlands, to support our City's forestry program, to plant trees on this day, and to join in the celebration ceremonies.

IN WITNESS HEREOF, I have hereunder set my hand and have had the Seal of The City of Lake Forest affixed this 26th day of April, 2019.

Robert T.E. Lansing, Mayor

The City of Lake Forest
CITY COUNCIL
Proceedings of the Monday, March 18, 2019
City Council Meeting - City Council Chambers

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

Present: Honorable Mayor Lansing, Alderman Morris, Alderman Newman, Alderman Rummel, Alderman Reisenberg, Alderman Preschlack, Alderman Moreno and Alderman Buschmann.

Absent: Alderman Beidler

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE was recited by all those present in the Chamber.

REPORTS OF CITY OFFICERS

COMMENTS BY MAYOR

A. Voting Information

Mayor Lansing reported that early voting had begun today at City Hall and will continue through Saturday, March 30.

COMMENTS BY CITY MANAGER

A. Ward Meeting Information

City Manager Jason Wicha reported the dates for the Spring Ward meetings.

Ward 2- Tuesday, April 23 at Gorton

Ward 4- Thursday, May 9 at Fire Station 2

Ward 1- Tuesday, May 28 at Gorton

Ward 3- Thursday, June 6 at Gorton

All Ward meetings are from 7-8:30

COMMITTEE REPORTS

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

Marina Carney Puryear offered a correction of *Connor Walsh* instead of Carl Walsh as stated in the minutes, and asked The City of Lake Forest to be more responsive to recent communications. Mayor Lansing and City Manager Wicha conveyed that The City of Lake Forest has been responsive.

ITEMS FOR OMNIBUS VOTE CONSIDERATION

Mayor Lansing offered a brief overview of item #4 affirming this is an administrative item which ensures that future City Councils are able to review the underpass on the merits of scope and feasibility.

Alderman Reisenberg remarked on the language of waiving the bid, when the City is not really doing so, but rather confirming a low bid secured by the City of Lake Forest as a member in a consortium. Mayor Lansing and Attorney Tappendorf reported they are working on changes to the Purchasing Policy with Finance Director Holleb.

- 1. Approval of the March 4, 2019 City Council Meeting Minutes**
- 2. Consideration of a Recommendation from the Public Works Committee in Support of an Ordinance Amending Section 135.108(C) titled "Noise, Generally" of the City Code. (Final approval of the Ordinance)**
- 3. Authorization to enter an Inter-Governmental Agreement (IGA) with The Rockland Fire Protection District for a no cost lease for a period of ten years for the Ladder Truck that is covered by a FEMA Grant.**
- 4. Request for City Council to Affirm and Ratify an Agreement with Hanson Professional Services for Phase I Professional Design Services for the Telegraph Metra Station Train Bridge Project for \$281,421**
- 5. Request for the City Council to waive the bidding process for the Police Department to purchase furniture from the Frank Cooney Company that will be used to furnish the newly renovated Police Department Records and Community areas.**
- 6. Acceptance of the Donation of a Police Squad Car and related equipment from the Lake Forest Police Foundation for the Establishment of a Police K9 Program**
- 7. Approval to extend the City's Office Supplies Contract with Warehouse Direct through May 31, 2020, with the option for additional extension as determined by the Suburban Purchasing Cooperative of the Northwest Municipal Conference**
- 8. Waive the Bidding Process and Approve the Replacement of Three Marked Police Vehicles Included in the FY2020 Capital Equipment Budget to the Suburban Purchasing Cooperative's Low bidder, Currie Motors, in the amount of \$103,305.**
- 9. Award of Bid for the Replacement of Three Refuse Scooters for the Sanitation Section to Honda Northwest in the Amount of \$51,450 Included in the FY2020 Capital Equipment Budget**
- 10. Approval of a Public Works Committee recommendation to authorize the City Manager to enter into a contract with LoVerde Construction for the Deerpath Golf Course Watermain Extension, for an amount not to exceed \$169,000.**
- 11. Award of Bid for the FY '20 Concrete Curb and Sidewalk Replacement Project to Schroeder and Schroeder, Inc. for a Not-to-Exceed Amount of \$75,000**
- 12. Award of Bid for the 2019 MPI Crack Sealing Contract to Patriot Pavement Maintenance in the amount of \$30,000**
- 13. Request Approval to Waive the Bid Process and Participate in the Renewal Year of Lake County's Morton Rock Salt Bid at a Price Not-To-Exceed \$64.88/Ton, for the Purchase of 3,600 Tons for Winter 2019/2020, including a Reserve for FY '20 and/or FY '21**
- 14. Special Event Approval of the Recurring "Class A" Special Event Permits Proposed for 2019**

COUNCIL ACTION: Approval of the fourteen (14) Omnibus items as presented

Mayor Lansing asked members of the Council if they would like to remove any item or take it separately. Alderman Buschmann offered minor changes to the minutes and asked to remove item #4 *, Mayor Lansing asked for a motion to approve the thirteen (13) Omnibus items as presented with minor a change to the minutes, and all others as presented.

Alderman Rummel made a motion to approve the thirteen (13) Omnibus items with a minor change to the minutes, and all others as presented, seconded by Alderman Preschlack. The following voted "Aye": Aldermen Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 7- Ayes, 0 Nays, motion carried.

*** Item # 4 Removed: Request for City Council to Affirm and Ratify an Agreement with Hanson Professional Services for Phase I Professional Design Services for the Telegraph Metra Station Train Bridge Project for \$281,421**

The City Council had discussion on the item. The question was called. Mayor Lansing asked for a motion. Alderman Reisenberg made a motion to Affirm and Ratify an Agreement with Hanson Professional Services for Phase I Professional Design Services for the Telegraph Metra Station Train Bridge Project for \$281,421, seconded by Alderman Preschlack.

The following voted "Aye": Aldermen Morris, Newman, Rummel, Reisenberg, Preschlack, and Moreno. The following voted "Nay": None. The following abstained: Alderman Buschmann. 7- Ayes, 0 Nays, motion carried.

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

ORDINANCES

NEW BUSINESS

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

1. **EXECUTIVE SESSION pursuant to 5 ILCS 120/2 (c), (11), The City Council will be discussing threatened/pending litigation.**

Adjournment into Executive Session at 7:10pm

Alderman Rummel made a motion to adjourn into executive session pursuant to 5 ILCS 120/2 (c), (11), The City Council will be discussing threatened/pending litigation, seconded by Alderman Moreno. The following voted "Aye": Aldermen Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 7- Ayes, 0 Nays, motion carried.

Reconvene into Regular Session at 7:42pm

ADJOURNMENT

There being no further business Mayor Lansing asked for a motion. Alderman Reisenberg made a motion to adjourn, seconded by Alderman Newman. Motion carried unanimously by voice vote at 7:42 pm.

*Proceedings of the Monday, March 18, 2019
Regular City Council Meeting*

Respectfully Submitted
Margaret Boyer, City Clerk

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



THE CITY OF LAKE FOREST

ORDINANCE NO. 2019-__

AN ORDINANCE GRANTING A VARIANCE FROM THE CORNER SIDE YARD SETBACK
REQUIREMENT FOR PROPERTY LOCATED AT 1143 BEVERLY PLACE

WHEREAS, Maureen Wagers and Gregory Vigeant ("**Owners**") are the owners of that certain real property commonly known as 1143 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 improvements, including an expanded driveway ("**Improvements**") as depicted on the site plans attached hereto as **Group Exhibit B** ("**Plans**"); and

WHEREAS, the Owners submitted an application ("**Application**") requesting approval of a variance from Section 159.084, R-2, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the corner side yard setback area; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on February 25, 2019; and

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

1. The requested corner side yard setback variance will not alter the essential character of the neighborhood. The proposed modifications to the driveway will not change the manner in which this driveway is utilized currently, but rather, provide adequate pavement for an accessible vehicle.
2. The conditions upon which the variance is requested are generally unique to this neighborhood, to this property, to this family, and are not generally applicable to other properties in the same zoning district throughout the City. This house is sited nearly at the corner side yard setback line, limiting the opportunity to expand the driveway in a manner consistent with the setbacks.
3. The existing residence conforms to the applicable 40-foot corner side yard setback requirement for this zoning district. The hardship in conforming to

the required setback is a result of the original construction of the home at the setback and the irregular configuration of the lot.

4. The variance and the resulting driveway modification 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 variance subject to the terms and conditions hereinafter set forth;

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

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

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

SECTION THREE: Zoning Setback Variance Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow expansion of the driveway to a width not to exceed 28.5 feet within the corner 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. Staging, Parking and Storage. Prior to the issuance of building permits, a plan for staging and storage of construction and demolition materials and a plan for parking construction vehicles shall be submitted and will be subject to City review and approval.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans which detail the porch as an open, rather than an enclosed, element.
- F. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owners shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

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

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

PASSED THIS __ DAY OF _____, 2019.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2019.

Mayor

ATTEST:

City Clerk

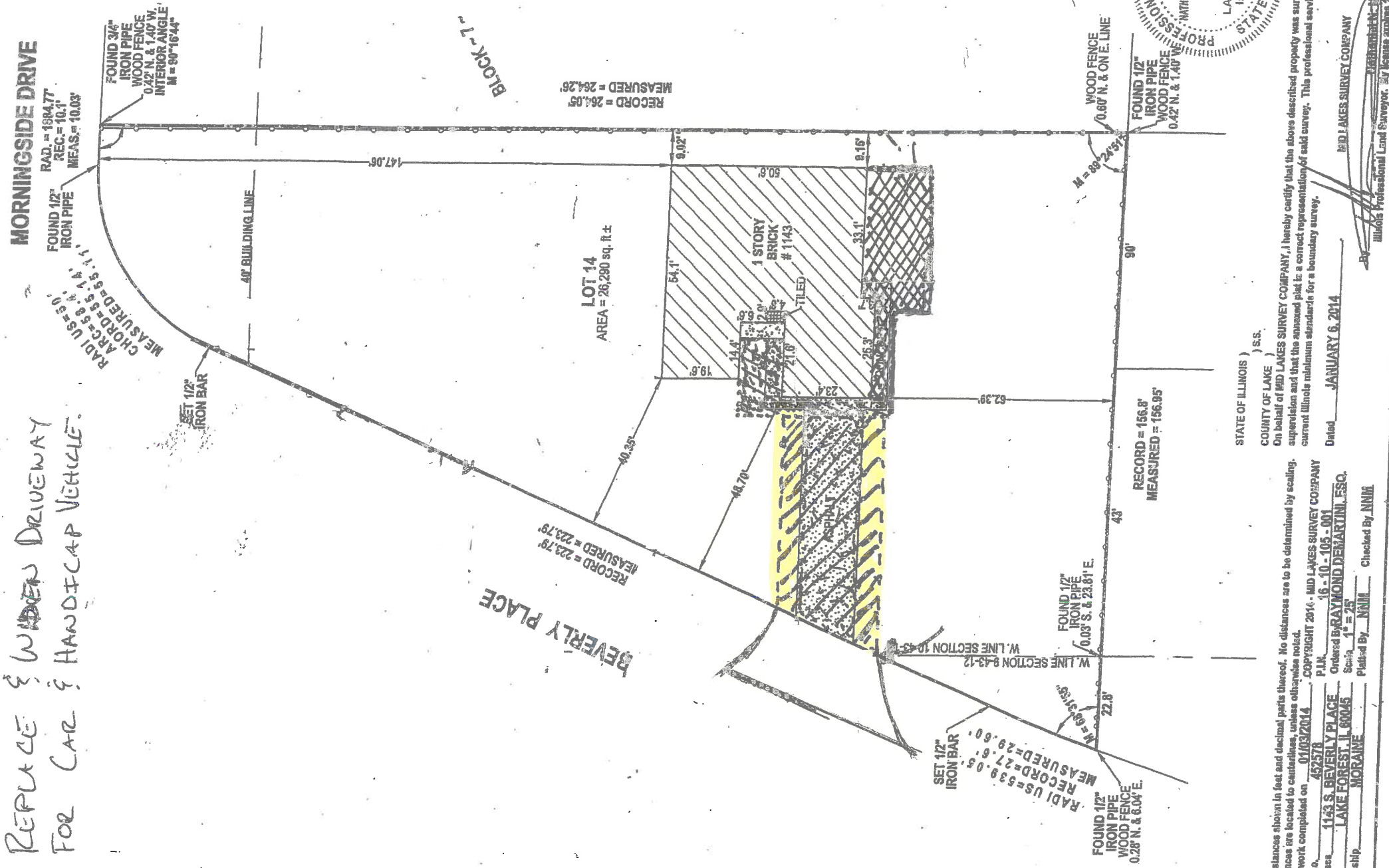
MID LAKES SURVEY COMPANY
Illinois Professional Design Firm 184.006153
PLAT OF SURVEY

Phone: 847-973-1873
Fax: 847-973-9783
midlakes.survey@yahoo.com

FLAT TOP SURVEY

LOT 14 IN BLOCK 7 IN SUNSET HILLS ESTATES, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9 AND PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MARCH 8, 1924 AS DOCUMENT 239483, IN BOOK "M" OF PLATS, PAGE 75, IN LAKE COUNTY, ILLINOIS.

REPLACE ~~3~~ WIDEN DRIVEWAY
FOR CAR ~~3~~ HANDICAP VEHICLE.



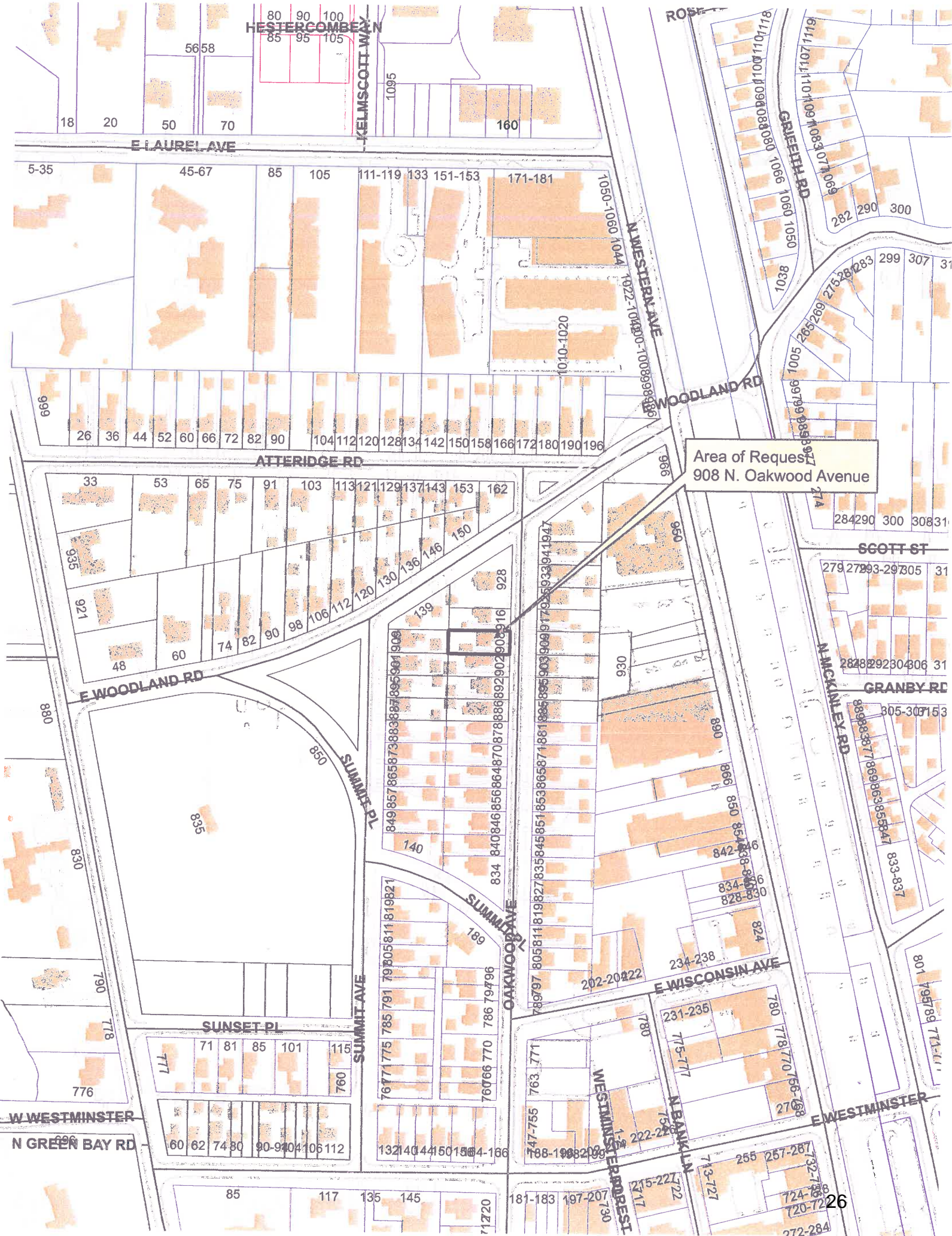
WIDEN DRIVEWAY TO ACCOMMODATE CAR AND HANDICAP VAN SIDE BY SIDE

EXISTING DRIVE - 16 FEET WIDE

PROPOSED DRIVE - 28.5 FEET WIDE

ADD 7.5 FEET TO THE SOUTH SIDE

ADD 5 FEET TO THE NORTH SIDE



Area of Request
908 N. Oakwood Avenue

THE CITY OF LAKE FOREST

ORDINANCE NO. 2019-____

**AN ORDINANCE GRANTING VARIANCES FROM THE FRONT AND SIDE YARD
SETBACK REQUIREMENTS FOR PROPERTY LOCATED AT 908 OAKWOOD AVENUE**

WHEREAS, Stuart and Catherine Lanyon ("**Owners**") are the owners of that certain real property commonly known as 908 Oakwood Avenue, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

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

WHEREAS, the Owners desire to construct improvements, including replacement and expansion of the open front porch ("**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 a variance from Section 159.085, R-1, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the front 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 February 25, 2019; 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 front yard and side yard (north) setback variances will not alter the essential character of the neighborhood. The front porch modifications are minimal and as a result, are compatible with the existing residence and with the character of the surrounding neighborhood.
2. The conditions upon which this request is based are not generally applicable to other properties in the same zoning district. The subdivision that created this property and the siting and construction of the house all occurred prior to the adoption of current zoning regulations.
3. The existing residence does not conform to the current 40-foot front yard or 10-foot side yard (north) setback requirements. The hardship in conforming to the required setback is a result of the original construction of the residence prior to adoption of the current setback regulations.

4. The variances and the resulting modifications will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or diminish property values. The proposed alterations are intended to upgrade the home
5. The renovated and expanded front porch will be open in character minimizing the appearance of mass within the setback areas.

and recommended that the City Council approve the variances 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: Zoning Setback Variance Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variances to allow the construction of the Improvements, as fully depicted on the Plans, partially within the side yard setback and no closer than 7'1" to the north property line and no closer than 25'1" to the east property line.

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

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

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

- B. Compliance with Laws. Chapters , 150, regarding building and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Staging, Parking and Storage. Prior to the issuance of building permits, a plan for staging and storage of construction and demolition materials and a plan for parking construction vehicles shall be submitted and will be subject to City review and approval.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans which detail the porch as an open, rather than an enclosed, element.
- F. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the 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.
- G. Other conditions. The front porch shall remain open and remain a single story element. The improvements shall be substantially in conformance with the Board's deliberations.

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

PASSED THIS __ DAY OF _____, 2019.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

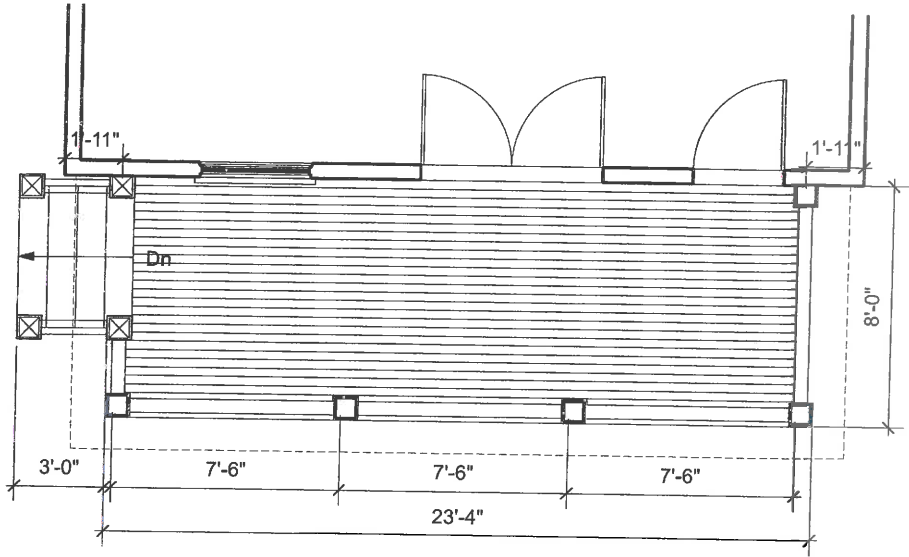
PASSED THIS __ DAY OF _____, 2019.

Mayor

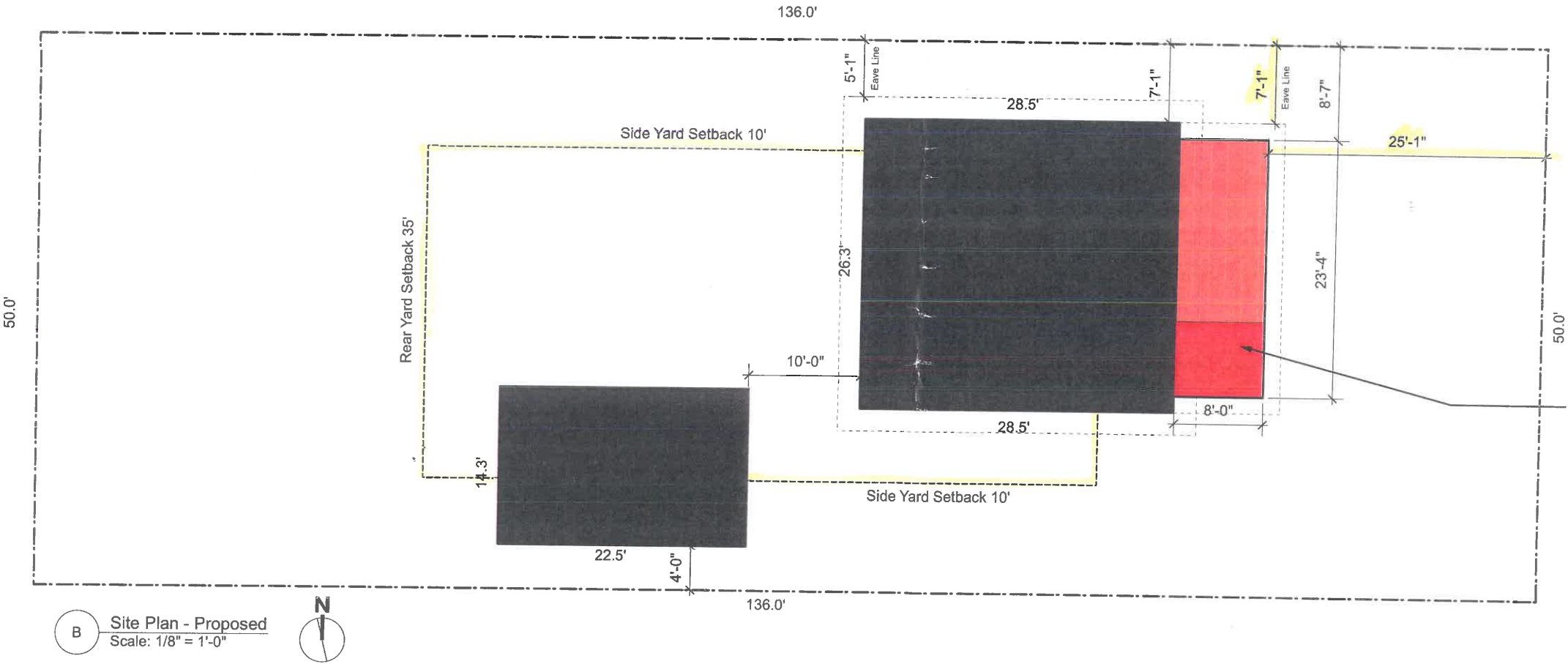
ATTEST:

City Clerk

The Plans



B Porch Plan - Proposed
Scale: 1/4" = 1'-0"



B Site Plan - Proposed
Scale: 1/8" = 1'-0"

Existing Conditions

First Floor	749.6 sf
Second Floor	749.6 sf
Total	1,499.2 sf
Front Porch	131.2 sf
Porch Addition	67 sf
Porch Total	198.2 sf
Remaining Buildable	752.8 sf
Remaining Porch	26.8 sf

- Pre-existing non-conformance
- Reconstruct existing porch and add 67 square feet

lake effect

ARCHITECTS, INC.
P.O. Box 155 Lake Bluff, IL 60044 T: 847.234.4688 E: rob@lkeffect.com

General Notes

Reconstruction of the Front Porch for the
Lanyon Residence

908 Oakwood Avenue Lake Forest, Illinois 60045

2. Issued for ZBA Review	02/08/2019
1. Issued for ZBA Review	01/30/2019

Site Plan
A-1
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GROUP EXHIBIT B

The Plans



lake effect

ARCHITECTS, INC.
PO Box 155 Lake Bluff IL 60044 T. 847.234.4688 E. rob@leffect.com

General Notes

Reconstruction of the Front Porch for the
Lanyon Residence

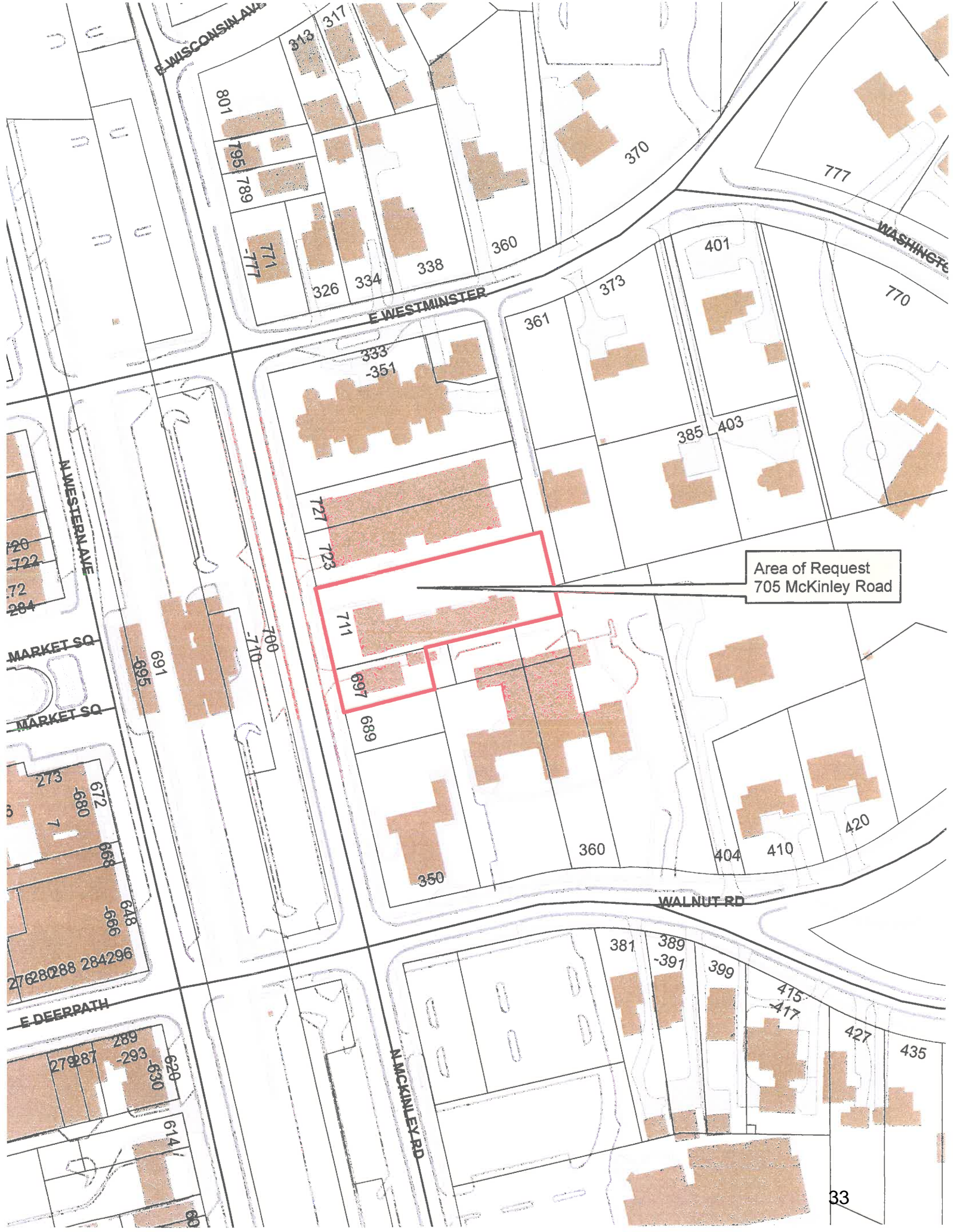
908 Oakwood Avenue Lake Forest, Illinois 60045

2. Issued for ZBA Review	02/08/2019
1. Issued for ZBA Review	01/30/2019

Building Elevations

A-2

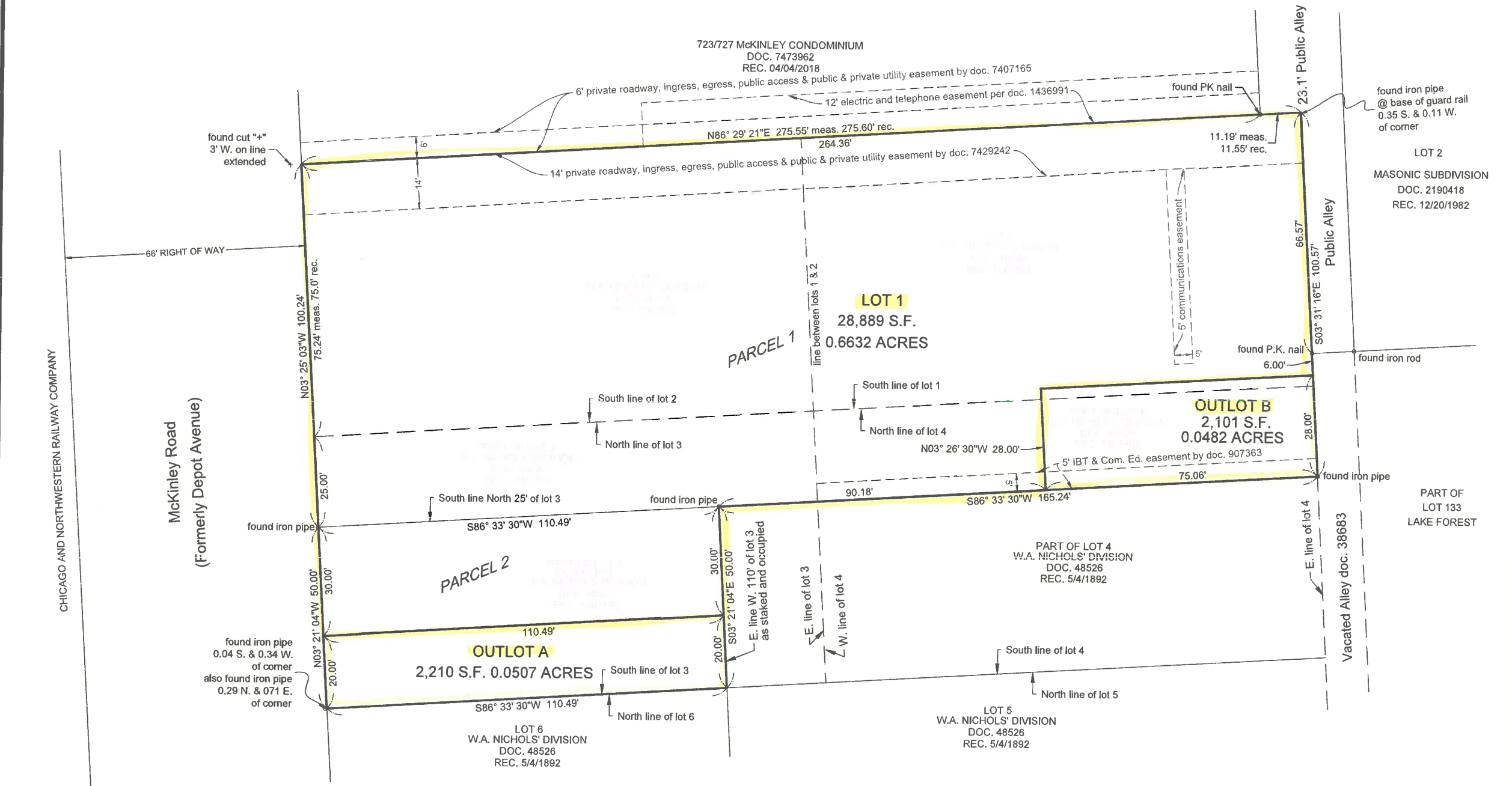
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Area of Request
705 McKinley Road

705 McKinley Condo Plat of Subdivision

BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.



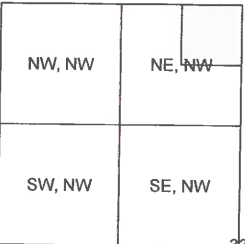
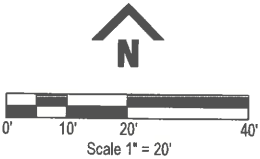
ABBREVIATIONS:
m. or meas. = measured
r. or rec. = record
CB = chord bearing
CH = chord length
L = arc length
N = North
S = South
E = East
W = West
S.F. = square feet
doc. = document

NOTES:

1. BASIS OF BEARINGS: WEST BOUNDARY LINE ASSUMED N 03° - 25' - 03" W.
2. MEASUREMENTS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

	sq. feet	acres
LOT 1	28,889	0.6632
OUTLOT A	2,210	0.0507
OUTLOT B	2,101	0.0482
TOTAL	33,200	0.7622

Existing 10 Digit Parcel Numbers
1233109010
1233109011

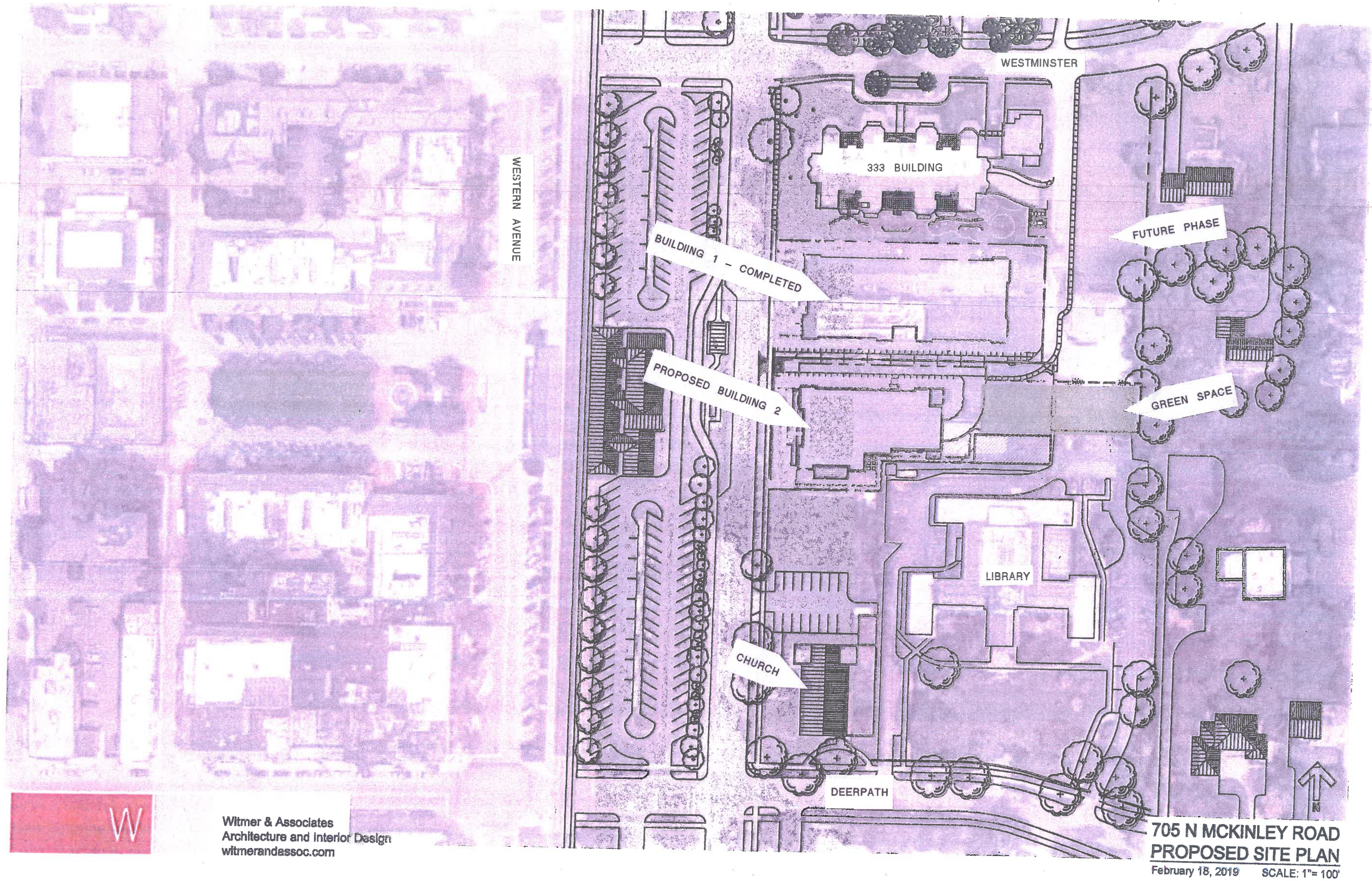


PROJECT NO. 70-948-2
NOVEMBER 15, 2018
REV. JANUARY 24, 2019

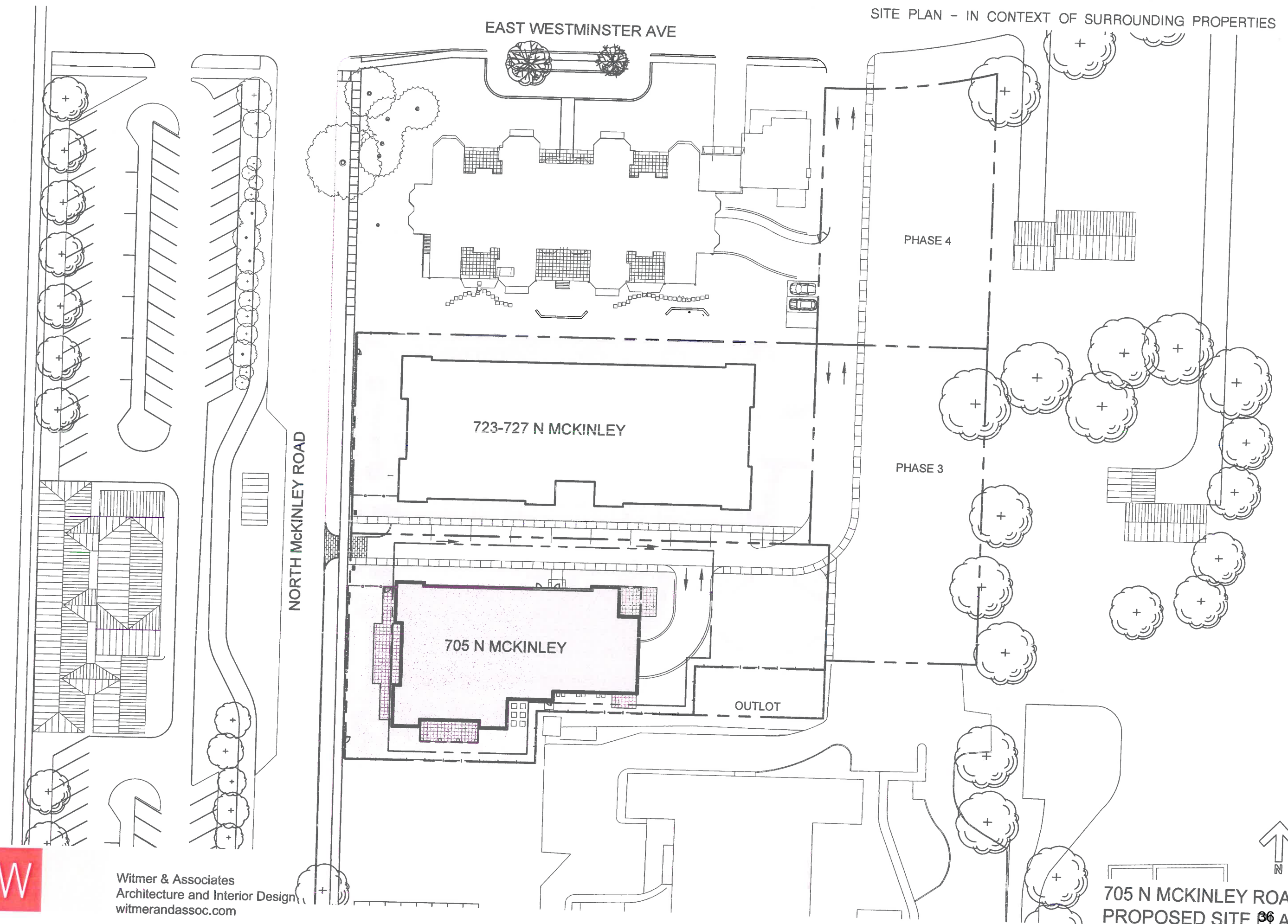
BLECK
engineers | surveyors

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

NE 1/4, NW 1/4 SECTION 33, TOWNSHIP 44
NORTH, RANGE 12 EAST



Witmer & Associates
Architecture and Interior Design
witmerandassoc.com



Witmer & Associates
Architecture and Interior Design
witmerandassoc.com

THE CITY OF LAKE FOREST

ORDINANCE NO. 2019- ____

AN ORDINANCE APPROVING DEMOLITIONS, ARCHITECTURAL AND SITE DESIGN
FOR THE PROPERTIES LOCATED AT 697 and 711 N. MCKINLEY ROAD (to be
readdressed as 705 McKinley Road)

WHEREAS, 711McKinley Road LLC (Todd Altounian and Peter Witmer) ("**Owner and Developer**") and Church of the Covenants ("**Owner**") are the owners of that certain real property commonly known as 697 and 711 N. McKinley Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the 0-1, Office District; and

WHEREAS, the Owner and Developer desires to construct a multi-family condominium building including site improvements and landscaping on the property ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

WHEREAS, the Owner and Developer 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 hearings held on February 6, 2019; 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 O-1 Office 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 the Owner and Developer'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 the City's home rule authority and other statutory powers, 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. Requirement for Logistics Plan. No above-grade construction pursuant to the Plans may be commenced unless and until Applicant has submitted, and the City Manager (in consultation with the Director of Community Development) has approved, a "Logistics Plan" setting forth the schedule, sequencing, and procedures for implementing the construction of the Improvements. The Logistics Plan shall identify, among other matters, where construction staging activities will occur and the timing for preparation for the staging area (which area shall not include McKinley Road). The City acknowledges that it is willing to grant Applicant a license upon the so-called 361 E. Westminster property for such staging activities, provided that Applicant makes available temporary parking for at least four cars adjacent to the Lake Forest Library, either on the 361 E. Westminster property or upon other property under the control of Applicant.
- C. 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.

- D. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. Fees and Costs. The Owner and Developer 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, 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 and Developer 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 _____, 2019.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2019.

Mayor

ATTEST:

City Clerk

GROUP EXHIBIT B

DETAILED LANDSCAPE PLAN

300 Rockland Road Lake Bluff, Illinois 60044
Phone: 847.234.2172 Fax: 847.234.2754

mariani
landscape

Project:

721 N.
McKINLEY RD.

LAKE FOREST, IL

Issued: 02/15/2018

Date:	Description:	By:
07/08/2016	PRE. LANDSCAPE PLAN	ML
02/15/2018	LANDSCAPE PLANS	MM
08/20/2018	LANDSCAPE PLAN REV	CB
12/07/2018	LANDSCAPE PLAN REV	CB
01/25/2019	LANDSCAPE PLAN REV	CB

Designed: CB/SD Approved: CB


Sheet Title:

PHASE 2
LANDSCAPE PLAN
SOUTH BUILDING

Scale: 1" = 10'-0"



Sheet No:

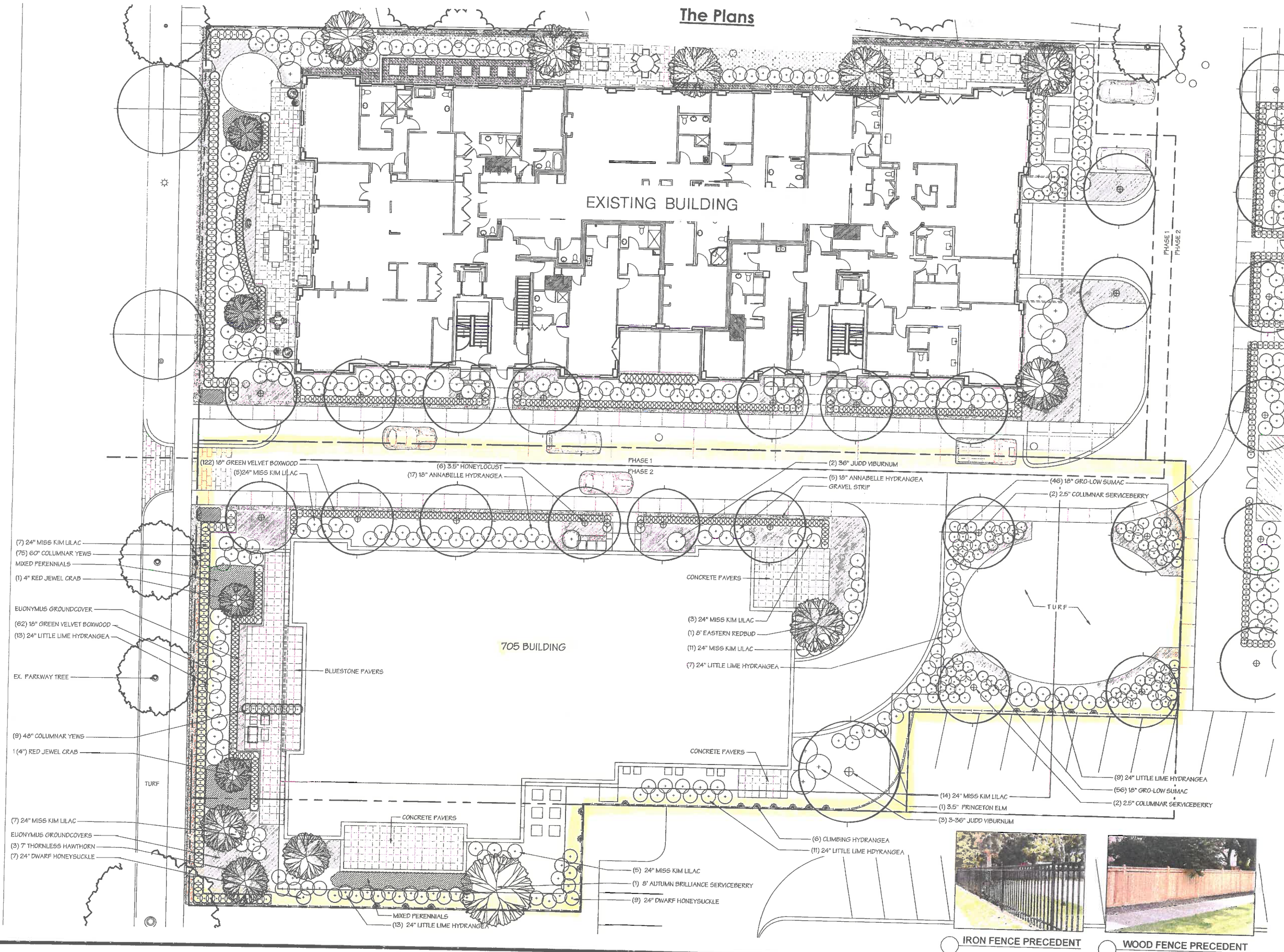


L-7.2

Project No: 721 McKINLEY 16037



MAGNI



GROUP EXHIBIT B

The Plans

T/ PL
+140'-0"

T/ ROOF PAVERS
+137'-0"

T/ THIRD FLOOR
+124'-0"

T/ SECOND FLOOR
+112'-0"

T/ FIRST FLOOR
+100'-0"

T/ BASEMENT FLOOR
+90'-6"

ELEVATIONS – NORTH AND WEST



T/ PARAPET
+140'-0"

T/ ROOF PAVERS
+137'-0"

T/ THIRD FLOOR
+124'-0"

T/ SECOND FLOOR
+112'-0"

T/ FIRST FLOOR
+100'-0"

T/ BASEMENT FLOOR
+90'-6"



GROUP EXHIBIT B

The Plans

ALUM CLAD WOOD WINDOWS & DOORS

ELEVATIONS - SOUTH AND EAST
BRICK
STONE HEADERS & SILLS

T/ ROOF PAVERS
+131'-0"

T/ THIRD FLOOR
+124'-0"

T/ SECOND FLOOR
+112'-0"

T/ FIRST FLOOR
+100'-0"

T/ BASEMENT FLOOR
+90'-6"



T/ PARAPET
+140'-0"
T/ ROOF PAVERS
+131'-0"

T/ THIRD FLOOR
+124'-0"

T/ SECOND FLOOR
+112'-0"

T/ FIRST FLOOR
+100'-0"

T/ BASEMENT FLOOR
+90'-6"

METAL RAILINGS

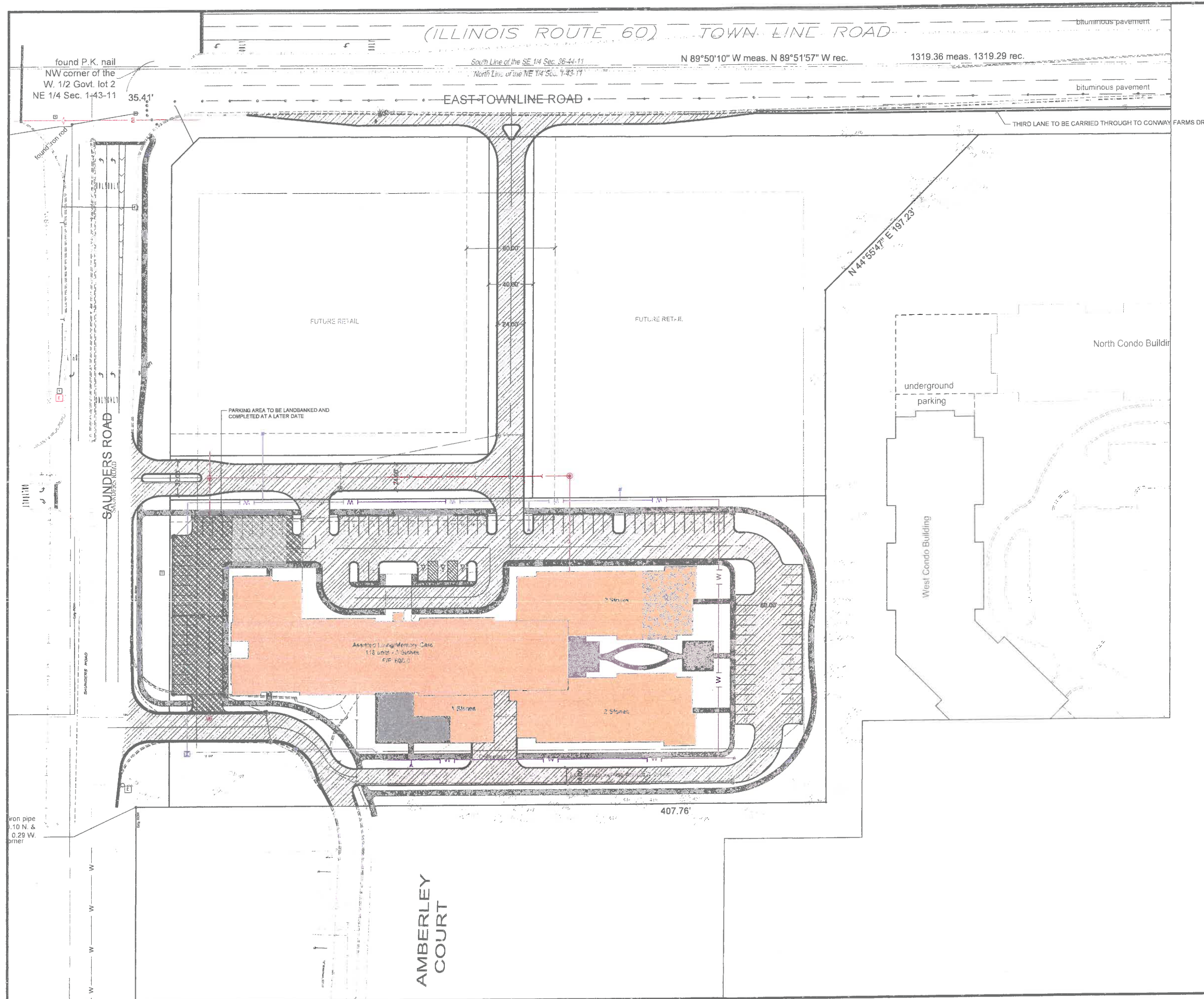
SCREEN-IN PORCH

EAST ELEVATION



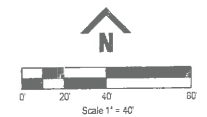


Area of Request



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

OAKLEIGH
ASSISTED LIVING
LAKE FOREST, IL



ISSUED DATE	ISSUED FOR
12.17.2018	PRELIMINARY ENG

PROFESSIONAL SEAL

Michael G. Bleck, PE 12.17.2018
License No. 032,468,072 Expires 11/01/21
© 2018 Bleck Engineering Company, Inc. All Rights Reserved

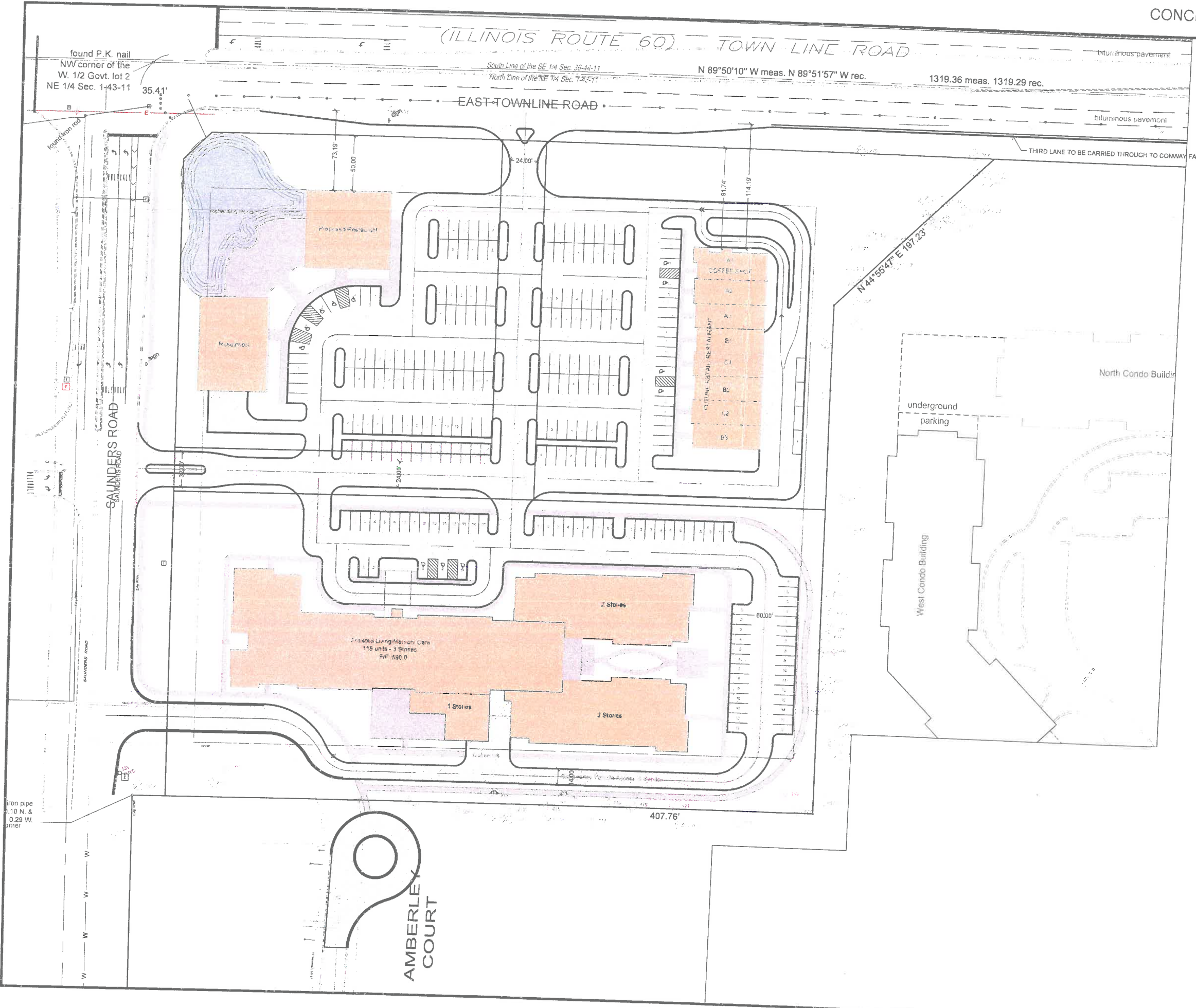
THIES GROUP
IL

70-1078	Project No.
BCF	Drawn By
MGB	Checked By

Drawing No.

C6

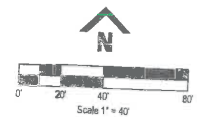
Drawing Name
PROPOSED SITE PLAN



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

OAKLEIGH
ASSISTED LIVING
LAKE FOREST, IL



ISSUED DATE	ISSUED FOR
12.17.2018	REVIEW

PROFESSIONAL SEAL

Michael G. Bleck, PE 10.17.2018
License No. PE 043892 Expires 10/2024
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THIES GROUP
IL

70-1078	Project No.
BCF	Drawn By
MGB	Checked By

Drawing No.
EX1

Drawing Name
PROPOSED SITE PLAN

THE INTENT OF THIS PROPOSED PROJECT PHASING IS TO IDENTIFY THE SEQUENCE OF CONSTRUCTION ACTIVITIES WITHIN THE PROJECT AREA. THE CONSTRUCTOR WILL BE REQUIRED TO PROVIDE THE CITY OF LAKE FOREST THEIR PROPOSED PROJECT PHASING PLAN FOR APPROVAL PRIOR TO CONSTRUCTION.

Amberley Woods - Overall Layout

LAKE FOREST, ILLINOIS

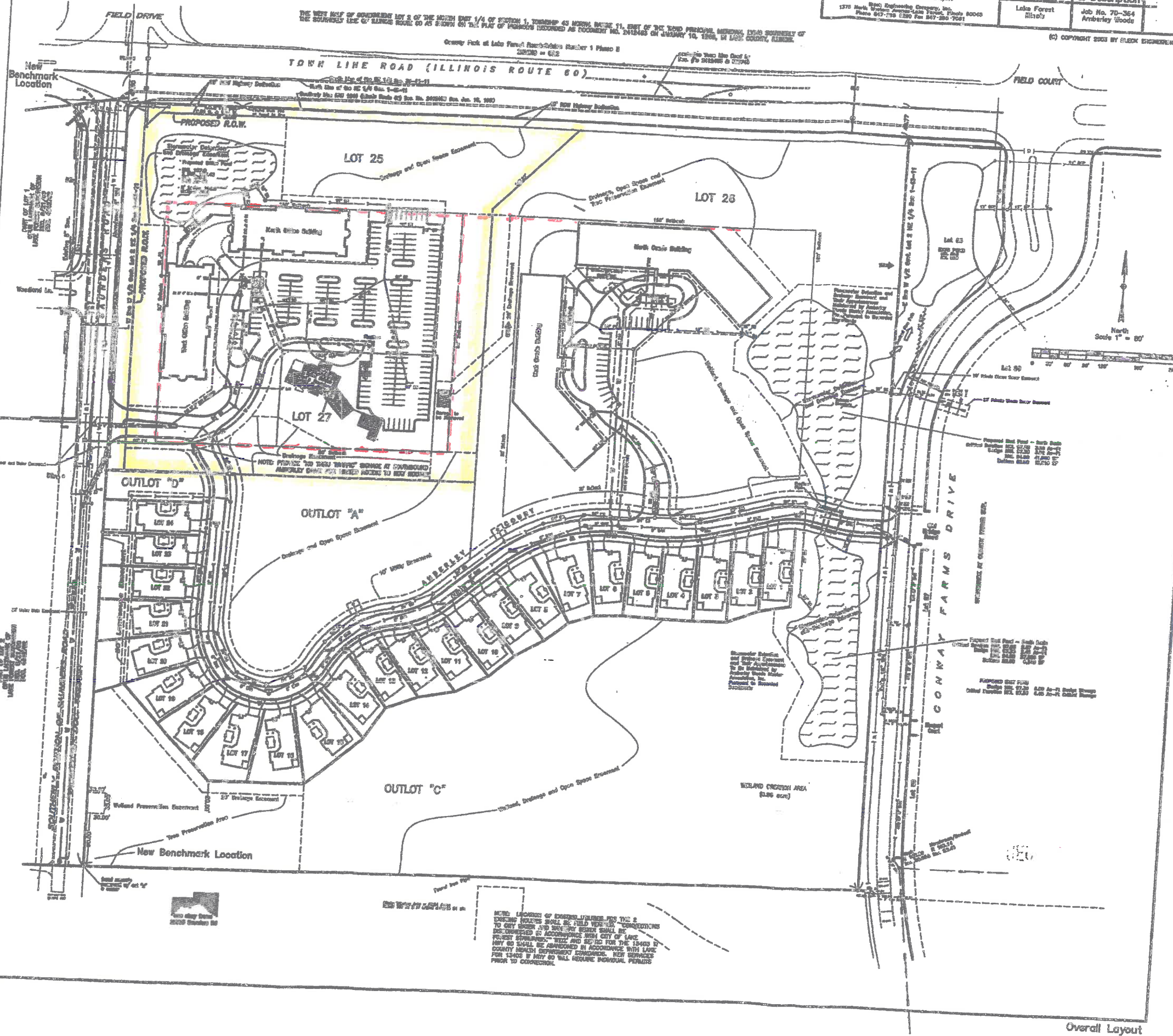
 RBC Engineering Company, Inc. 1375 North West Avenue, Lake Forest, Illinois 60045 Phone 847-750-1200 Fax 847-280-7081	Location	Project No. & Description
	Lake Forest, Illinois	Job No. 70-354 Amberley Woods

(C) COPYRIGHT 2003 BY RBC ENGINEERING CO., INC.

PREVIOUSLY APPROVED PLAN

ESTABLISHED SETBACKS

DRAINAGE AND OPEN SPACE EASEMENTS



O'Donnell, Callaghan & Haddad, LLC

Robert T. O'Donnell
Gerald P. Callaghan
Deborah T. Haddad

28045 N. Ashley Circle
Suite 101
Libertyville, Illinois 60048

847-367-2750
Fax: 847-367-2758

rodonnell@och-law.com

Hayleigh K. Herchenbach
Heather M. Bessinger
Harry B. Epstein
Richard S. Mittelman, P.C.

March 26, 2019

VIA EMAIL

Catherine J. Czerniak
Director of Community Development
800 Field Drive
City of Lake Forest, IL 60045
czerniac@cityoflakeforest.com

**Re: 8.5-acres of Amberley Woods, located at the southeast corner of
Saunders Road and Route 60
Our File No. 2329.18-1097**

Dear Cathy:

At the hearing on March 13, the Plan Commission decided it would be more efficient to consider the uses proposed by the Oakleigh Development Group and Pendulum Lake Forest Partners, LLC prior to consideration of the technical plans for development. The proposed uses are a 100-bed assisted living and memory care facility on the south and retail, restaurant service and hospitality uses on the north.

The petitioners are encouraged that several Plan Commissioners expressed a willingness to support the proposed uses at this location if favorably reviewed by the City Council. They are further encouraged that many neighboring property owners testified in favor of the proposed development.

Under the bifurcated process, the Plan Commission is looking for guidance from the City Council on the propriety of the proposed uses. After receiving the Council's input, the petitioners would then be in a position to decide whether to return to the Plan Commission to complete technical review of the plans.

The Plan Commission decided that it does not have authority to "remand the matter up" to the City Council for consideration of the uses, concluding that the Commission is only authorized to recommend denial or approval of the application. As a result, the Plan Commission recommended denial of the petitioner's development request, but not the uses, and referred the matter to the City Council for consideration of the proposed uses.

The petitioners supported this approach in order to receive guidance from the City Council on the proposed uses. In addition to the recommendation for this to move forward to the City Council for guidance on uses, the Plan Commission recommended that this proposed use be considered in the comprehensive planning for the Route 60 corridor. The petitioners would prefer

March 26, 2019
Ms. Catherine J. Czerniak
Page 2 of 2

to meet with this comprehensive planning group before meeting with the City Council, and therefor request that the City Council consideration of the proposed use be tabled until such time as we are able to meet with the comprehensive planning group.

Consistent with the Plan Commission's direction, petitioners request 1) that the petition be tabled pending direction on the proposed change of use; and 2) that the City Staff proceed expeditiously with the study of the proposed use in the context of the larger Route 60 Corridor.

Very truly yours,

O'Donnell, Callaghan & Haddad, LLC

A handwritten signature in black ink that reads "Bob O'Donnell". The signature is written in a cursive, slightly stylized font.

Robert T. O'Donnell

ROD/kp

cc: Jason Smith
Bill Biemann
Dan Thies
Jerry Callaghan

Statement of Work and Budget Proposal UIC/DPA Northern Illinois Benchmarking Cooperative (NIBC) Fire Service Area (2019 - 2020)

Rev. January 21, 2019

Project Statement of Work and Budget Proposal

This proposed Statement of Work and budget outlines the work of the Northern Illinois Benchmarking Cooperative (Cooperative) on the Fire Service Area (2019 - 2020). This document outlines the resources necessary to fulfill UIC/DPA's commitments to complete the work described here. We anticipate that this project will identify issues beyond the work funded through this budget that the Cooperative or its members will be interested in analyzing, and we would be pleased to help with these efforts.

The scope of work of this project is as follows:

1. **Fire Project Planning** – UIC/DPA and the Cooperative will finalize project planning prior to the beginning of the cycle (anticipated to start in January 2019 and last through June 2020).
2. **Data Measures Identification and Development** – UIC/DPA will continue to organize and lead meetings and facilitate workshops to develop meaningful performance measures and the necessary data and definitions associated with them. The objective, as was the case for Police, will be to identify 2-3 main issues areas within Fire, along with 4-7 main data measures/KPIs for each issue area.
3. **Data Collection and Analysis** – UIC/DPA will organize and manage data collection efforts based upon the data measures agreed upon by the Cooperative. UIC/DPA will contact all Members to provide instructions, data collection guides, and deadlines for data entry. UIC/DPA will then review and analyze all data collected by Members to ensure accuracy by comparing against any previously collected data, alignment with definitions, and consistency with other Members. Follow-up is expected when potential errors are found to ensure final data is as accurate as possible. If necessary, UIC/DPA will conduct meetings to review with Cooperative liaisons before releasing final reports.
4. **Reporting and Final Data Report** – After data collection and review, UIC/DPA will compile all information and release a Final Data Report for Fire.
5. **Additional Technical Assistance** – As the Police work continues and work begins on the Fire data identification, collection, and analysis efforts, additional work not specified in this Statement of Work may be identified and requested by the Cooperative. In these cases and before proceeding, both UIC/DPA and the Cooperative will discuss and review the new

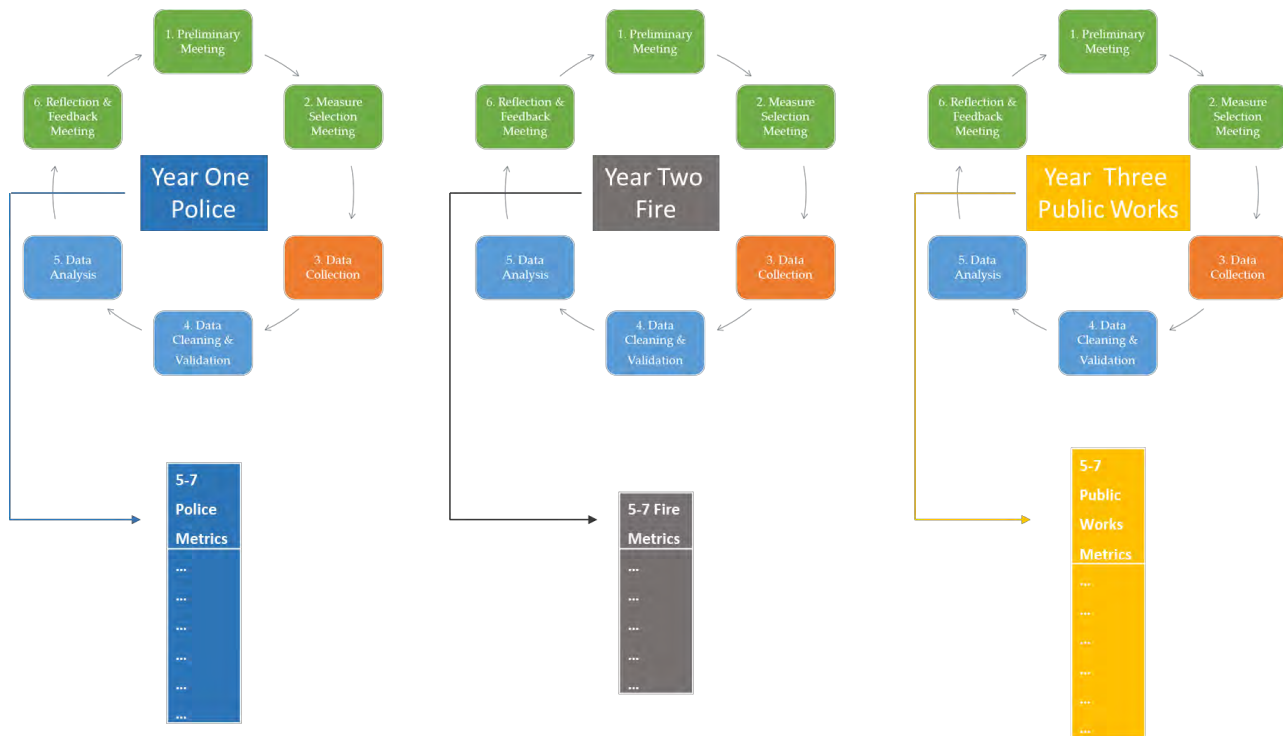
requirements and work in order to determine feasibility, level of effort, and additional costs (if any).

6. **Member Retention and Recruitment** – UIC/DPA will be a partner in the Cooperative’s goals and help to establish and maintain positive working relationships among all Members. UIC/DPA will help retain Members, and, under the guidance of the NIBC, seek to expand membership with comparable organizations.

Summary of Overall Method and Approach

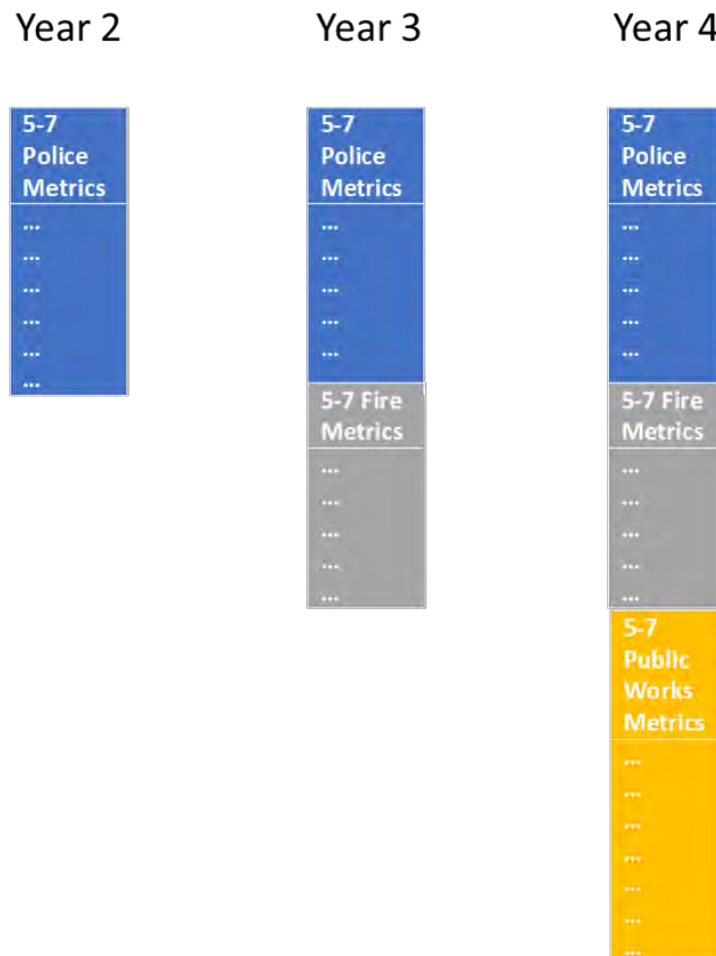
The NIBC’s approach to benchmarking has been to focus on issue identification and then establish the needed data and metrics. Because of this, the data collected around the policing issue areas has been more qualitative than traditional benchmarking efforts. This has provided needed and useful insight into how each village operates. It also revealed, in the case of policing, the limitations of existing data and methods of collection. As a result, the NIBC will establish three police subgroups to explore the original issues in more detail. The subgroups should produce two primary outcomes. First, identify best practices and strategies that can be implemented by each village (e.g., best practices with regard to recruitment on Blueline). Second, develop standardized quantitative metrics that best capture each issue area. Ideally, each group will produce 2-3 metrics that can be collected in an ongoing basis. It is these metrics for policing that will be collected in future years as the NIBC moves on to other service areas. We envision the cycle to be conducted on new service areas each year (with the possibility of revisiting the same service area as discussed below). In other words, while standard benchmarking metrics did not come out of the initial policing cycle, such quantitative and standardized metrics should be identified through the work of the subcommittees.

Figure 1: Multi-year Benchmarking Process



Given this process, the resulting quantitative metrics will be used to develop a portfolio of measures that will be collected for an extended period of time. Figure 2 below provides an example of what the data collection might look like in years two through four of the NIBC. For example, in year two (the current year) in addition to the data collection on the key issue areas identified for fire as part of the typical cycle, we would collect the 5-7 quantitative performance metrics for police that come out of the subcommittees. In year three, we would collect the data from the issue areas identified for public works, but now also collect for a second time the police performance metrics and for the first time the fire performance metrics. Eventually, we will build a portfolio of service metrics across a range of service areas that were obtained by first identifying the key issues facing that service area and then working to identify the appropriate data needed to understand and assess those issues. In any given year the NIBC may choose not to move on to a new service area, but rather revisit an existing area. For example, perhaps in year 5 the cooperative plans to revisit police. This would entail a deep dive into the existing benchmarking data (for which we would now have four years' worth), potentially collect additional process and qualitative data to provide further insights, and also go back through the issue identification process to see if there are new policing concerns that the NIBC would like to address. This approach gives us a sustainable, flexible process that allows for both the addition of new service areas in any given year and the continual collection of critical quantitative measures in the service areas already examined.

Figure 2: Building a Benchmarking Portfolio through the Continual Collection of Quantitative Metrics



Note: The approach described above is based upon a maximum of **fifteen (15)** participating collaborators. Should the Cooperative grow to include more than fifteen collaborators, then it may be necessary to adjust the above method (e.g. conduct two separate preliminary service meetings as opposed to a single meeting) in order to ensure that all meetings and efforts are as productive as possible.

Project Time Line

The project time line will be finalized in advance of the Preliminary Meeting on Fire Service Area. Note that a more detailed project plan will be developed prior to the beginning of the work which will then be used to track and manage progress during the year.

Stage/Deliverable for Fire	Target Dates
Preliminary Meeting on Fire Service Area	February 2019
Measure Selection Meeting	March 2019
Development of Data Collection Guides	April 2019
Data Collection Begins	June 2019
Data Collection Ends	August 2019
Data Cleaning and Analysis	September 2019
Final Data Report (deliverable)	October 2019
Reflection and Feedback Meeting	November 2019

Research Team and Cost Summary

Jeffrey Gawel (Project Director) and Michael Siciliano (Research Director) are expected to be UIC/DPA's lead researchers on this project. They will plan and participate in the three proposed meetings of the Cooperative, preparation of the Data Collection Guides and Final Report, and direct the work of the Graduate Research Assistants.

UIC/DPA's Faculty Researchers will be supported by two 25% (10 hours per week) time Graduate Research Assistants. The students hired will be enrolled in a graduate program at UIC/DPA.

The following summary of projected costs is the amount required to make the research team available for this project. UIC/DPA expects to complete the tasks outlined in this SOW and the tasks outlined in the SOW for the extension of the Police service area with this team. That said, the nature of this kind of project is that the tasks involved may change over the length of the project. If and when additional research support is necessary to complete these tasks, UIC/DPA will seek to utilize the faculty and students of UIC/DPA and the research centers of CUPPA at no additional costs to the Cooperative. When this is not possible, UIC/DPA will consult with the Cooperative about increasing the amount it is contributing to the costs of the project or revising the tasks expected to be completed in the period covered by this SOW.

Costs Covered by the Cooperative *\$70,000*

1. Faculty Researchers

Project Director Salary	\$12,164
Research Director Course Buyout*	\$18,864
2. Graduate Research Assistants

Stipends	\$28,000
Fringe Benefits	\$972
Tuition Differential Fees**	\$10,000

Costs Covered by UIC/DPA *\$52,586*

1. Graduate Research Assistants

DPA cost of waived tuition***	\$28,000
-------------------------------	----------
2. Faculty Researchers

Project Director Salary	\$15,836
Research Director Summer Salary*	\$6,750
3. Miscellaneous

Admin Staff Cost, Mileage \$2,000

*Includes 35% fringe benefits cost

**Tuition differential fees are program-based fees charged to students in addition to tuition

***Estimate based on 30 credits per student at rate charged to Illinois residents. If GRAs do not have residence in Illinois, waived tuition could reach \$58,000.

Outside of Scope/Budget

The following items are not included in the scope or budget of this project at this time. These may be included at a later date, at which time scope, costs, and level of effort required will be discussed and refined:

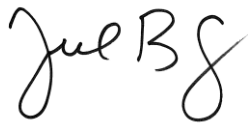
- Data collection software evaluation, selection, and implementation assistance
- Additional technical assistance as it pertains to new work that arises as a result of the outcomes of this project (and not specifically listed here)

Project Deliverables

The deliverables that will be provided by UIC/DPA as part of the project are as follows:

- Issue Identification Summary Report
- Issue Area Data Collection Guides
- Original/Clean Data Repository Data (stored in online UIC Box folder)
- Final Data Report

Submitted by



Jerred B. Carr, PhD
Professor and Department Head
jbcarr@uic.edu / 312-413-7853

UNIVERSITY OF ILLINOIS
Chicago Springfield Urbana-Champaign

This form is valid only for agreements \$10,000 or
more. (other than healthcare related services)

Agreement between
The Board of Trustees of the University of Illinois and
The City of Lake Forest

The parties to this Agreement are the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its Department of Public Administration on the Chicago campus ("University") and The City of Lake Forest, a(n) Illinois Government Entity with a principal office located at 220 East Deerpath, Lake Forest, IL 60045 ("Client").

Article 1: Purpose

Client desires to engage the expertise of University to perform certain services as described below, and University has determined that performing the services will promote one or more of the University's missions of public service, research, teaching, and economic development.

Article 2: Scope of Services

2.1 Services to Be Performed. University shall perform the following "Services":

University shall undertake the seven-stage progressive process outlined in this Section to assist the Client in developing objective benchmarks for staff productivity and addressing other areas of interest (referred to herein as "service areas") as identified by the University and Client.

The University and Client acknowledge that Client is entering into this Agreement on behalf of a group of Illinois municipalities formed pursuant to an intergovernmental Memorandum of Understanding (the "Cooperative"). The members of the Cooperative are intended third-party beneficiaries of this Agreement and shall be entitled to participate fully in the process described below and to enforce the rights of the Client under this Agreement.

The seven-stage process described below will be completed at least once during the initial term of this Agreement. The same process will be repeated in any subsequent renewal terms of the Agreement for each new service area identified by University and Client to meet the needs of the Cooperative. It is anticipated that a Continuous Quality Improvement (CQI) process will help to further refine and improve each iteration of the process as more information and lessons are gathered over time.

Fire:

1. **Fire Project Planning** – UIC/DPA and the Cooperative will finalize project planning prior to the beginning of the cycle (anticipated to start in January 2019 and last through June 2020).
2. **Data Measures Identification and Development** –UIC/DPA will continue to organize and lead meetings and facilitate workshops to develop meaningful performance measures and the necessary data and definitions

associated with them. The objective, as was the case for Police, will be to identify 2-3 main issues areas within Fire, along with 4-7 main data measures/KPIs for each issue area.

3. Data Collection and Analysis – UIC/DPA will organize and manage data collection efforts based upon the data measures agreed upon by the Cooperative. UIC/DPA will contact all Members to provide instructions, data collection guides, and deadlines for data entry. UIC/DPA will then review and analyze all data collected by Members to ensure accuracy by comparing against any previously collected data, alignment with definitions, and consistency with other Members. Follow-up is expected when potential errors are found to ensure final data is as accurate as possible. If necessary, UIC/DPA will conduct meetings to review with Cooperative liaisons before releasing final reports.

4. Reporting and Final Data Report – After data collection and review, UIC/DPA will compile all information and release a Final Data Report for Fire.

5. Additional Technical Assistance – As the Police work continues and work begins on the Fire data identification, collection, and analysis efforts, additional work not specified in this Statement of Work may be identified and requested by the Cooperative. In these cases and before proceeding, both UIC/DPA and the Cooperative will discuss and review the new requirements and work in order to determine feasibility, level of effort, and additional costs (if any).

6. Member Retention and Recruitment – UIC/DPA will be a partner in the Cooperative's goals and help to establish and maintain positive working relationships among all Members. UIC/DPA will help retain Members, and, under the guidance of the NIBC, seek to expand membership with comparable organizations.

Police:

1. Technical Assistance for NIBC Committees – UIC/DPA will provide consulting support and technical assistance to the various NIBC committees formed as a result of the work on Police started in Year One of the project (2017 – 2018). This will include providing guidance and support related to any work identified by the committees. Specifically, UIC/DPA will work with the three Police committees (Recruitment & Retention; Mental Health Issues; and Public Trust & Communications) as they identify and develop plans related to the recommendations issued in the Year One Final Data Report and in subsequent conversations. UIC/DPA will be responsible for the following:

- Participate in committee meetings as needed and appropriate;
- Review committee notes and potential work plans;
- Provide guidance and input related committee recommendations and plans;
- Identify potential new data measures related to the committee work, and also continue to assist committees in refining measures already identified;
- Provide documented feedback, expertise, and recommendations related to committee efforts by March 31, 2019 (for planned committee presentations in April 2019).

2. Second Data Collection and Compilation Cycle – Based upon outcomes of the NIBC committee work (as specified above), additional data collection and compilation will take place. Data collection guides will be developed and approved by the NIBC before data collection takes place. UIC/DPA will oversee the data collection efforts which will be conducted by the NIBC members. Upon completion of the second data collection cycle, UIC/DPA will review, clean, and analyze the data. After data collection and review, UIC/DPA will compile all information and release a Final Data Report for Police.

3. Optional Survey Assistance and Support – UIC/DPA will provide assistance related to community surveys identified by NIBC members. This assistance will include survey design; assistance with survey administration; and recommendations related to developing survey capacity among NIBC members. Members should notify UIC of proposed surveys no later than June 1, 2019 and costs for desired surveys will be negotiated between UIC/DPA and the members.

Note: The process described above is based upon a maximum of fifteen (15) participating members of

the Cooperative. Should the Cooperative grow to include more than fifteen members, then it may be necessary to adjust the above method (e.g. conduct two separate preliminary service meetings as opposed to a single meeting) in order to ensure that all meetings and efforts are as productive as possible. The parties will cooperate to determine appropriate adjustments to the process outlined in this Section as needed to accommodate all members of the Cooperative.

2.2 Client-Owned Deliverables. As part of the Services, University shall deliver to Client the following "Deliverables". University will deliver to Client the following three Deliverables, which Deliverables shall be the property of the Client after their delivery in final form. This Section is a further definition of the Deliverables identified in Section 2.1 of this Agreement.

1. Final Data Report (deliverable) as described in Section 2.1(6).
2. A clean, formatted, and validated copy of the data (deliverable) collected from the Cooperative members, as described in Section 2.1(6), to be submitted with the Final Data Report.

In addition, ownership of all data provided to University by Client and other participating members of the Cooperative as required to perform the Services or create the Deliverables shall remain vested in the Cooperative member who provided such data. However, the University may use these data in providing the Services and performing the Agreement and also for independent research projects and for educational purposes, provided, however, that University must obtain prior written consent from the Cooperative before using any of the Cooperative's data for such independent research or educational purposes, which consent will not unreasonably be withheld. University shall not disclose any data provided by members of the Cooperative to third-parties outside of the Cooperative without prior approval from the Cooperative.

2.3 University-Owned Deliverables. As part of the Services, ownership of the following shall remain vested in the University.

None

Article 3: Term and Termination

3.1 Term. This Agreement shall not be binding until it is signed by both parties. The term of this Agreement shall commence on the "Effective Date" which shall be either:

☐ date of last signature appearing below and shall expire twelve months from the Effective Date
or

☒ April 1, 2019 through March 31, 2020

3.2 Renewal Options. The parties may renew this Agreement only by mutually signed written amendment in accordance with Section 9.7. The term, including all renewals, shall not exceed 10 years. The parties may adjust compensation rates at time of renewal.

3.3 Termination for Cause. A party that defaults in performance or commits a material breach of this Agreement ("defaulting party") shall have 10 days to cure the default or breach after receiving notice from the other party. The other party may terminate this Agreement without further notice if the defaulting party fails to cure the breach within the prescribed period, or within an agreed period of time.

3.4 Termination for Convenience. Either party may terminate this Agreement for convenience upon 30 days' prior written notice to the other party.

3.5 Effect of Early Termination. In the event of early termination, Client shall pay University for Services performed and Deliverables provided to the date of termination and for the cost of all non-cancellable obligations made on Client's behalf.

Article 4: Compensation

4.1 Rate of Compensation. Client shall pay University compensation at the rate of \$ 70,000.00
for the initial Term of this Agreement, as defined in Section 3.1, for all Services performed and Deliverables provided.

4.2 Payment Schedule. Client shall pay University according to the following schedule:
Two payments of \$35,000

4.3 Remittance Instructions. University will submit an invoice to Client for Services performed, including any allowable reimbursable expenses incurred on a(n) semi annual basis. Within 30 days of its receipt of Invoice, Client will remit the total due to University at the address indicated on the invoice. University will not pay interest on Client funds advanced or otherwise held on deposit.

4.4 Late Payments. University will assess a Late Payment Charge of 1.5% per month (18% per annum), plus at \$2 Past Due charge per month, on all past due balances, University may refer Client's pas due account for collection or may authorize legal action against Client for collection. Client shall be liable for all reasonable collection costs and expenses, including attorney's fees and court costs.

4.5 Suspension of Services. University may suspend performance of Services upon five (5) days' written notice for Client's failure to make timely payments. University will resume performance upon Client's payment of all monies owed to University, provided that Client is not otherwise in default of its obligations under this Agreement.

Article 5: Liability and Warranty

5.1 DISCLAIMER. Except as otherwise expressly provide in this Agreement, University makes no representations, and disclaims all warranties, expressed or implied, including any warranties of merchantability, fitness for a particular purpose regarding all services, deliverables, goods, and facilities furnished to Client under this agreement.

5.2 Limitation of Liability. University shall not be liable to Client for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or relating to, this

Agreement, even if University had been advised of the possibility of such damages. University's liability to Client for breach of contract damages shall not exceed the amount of compensation actually paid by Client for Services performed and Deliverables provided.

5.3 Warranty and Liability. Client guarantees and warrants to University that no material or information provided to University includes any legally actionable, libelous or otherwise unlawful statements or information. Client shall be responsible for all claims and liabilities arising out of any legally actionable, libelous or other unlawful statements or information contained in data furnished to University by Client incidental to the performance of the Services by University.

Article 6: Insurance

During all times relevant to this Agreement, each party shall maintain general liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits of \$1 million per claim or occurrence and \$3 million aggregate. Each party shall comply with applicable state laws governing workers' compensation and mandatory insurance for vehicles. Upon request and within seven days each party shall provide to the other a certificate of insurance evidencing the coverage and limits required by this Article 6.

Article 7: Rights in Work Product

Title to existing intellectual property used by University in performing the Services and creating the Deliverables shall remain vested in the original owner. Title to all intellectual property conceived or created by University employees and agents in performing the Services and creating the Deliverables shall vest in University. Title to all tangible and intangible property conceived or created by University employees and agents in performing the Services and creating the Deliverables shall vest in University unless specifically identified as "Client-owned" under Section 2.2. In such event, title to all such tangible and intangible property shall vest in Client upon delivery by University.

Article 8: Third Party Intellectual Property Rights

Client represents to University that it has all necessary intellectual property rights in any proprietary material or information furnished by Client required to perform the Services or to be included in the Deliverables and Client shall pay all costs and expenses, including royalties and license fees, incident to any third party intellectual property rights required in connection with material or information furnished by Client to University for its use in performing the Services or creating the Deliverables. The University shall not be liable for any acts or omissions chargeable to the City of Lake Forest unless said liability is imposed by law.

University represents to Client that it has all necessary intellectual property rights in any proprietary material or information furnished by University to Client in connection with performing the Services or delivering the Deliverables. University shall pay all costs and expenses, including royalties and license fees, incident to any third party intellectual property rights required to perform the Services or create the Deliverables, with the exception of such costs, expenses, and fees relating to the use of materials or information furnished by Client. The City of Lake Forest shall not be liable for any acts or omissions chargeable to the University unless said liability is imposed by law.

Article 9: General Provisions

9.1 Force Majeure. A party is excused from performing its obligations under this Agreement when conditions beyond its control and unforeseen by the parties make its performance commercially impractical, illegal, or impossible. Conditions of excuse include, but are not limited to: natural disasters, strikes, fires, war, terrorism and threats of terrorism, government actions, and acts or omissions of third parties. So long as the conditions continue, the party whose performance is affected shall keep the other party fully informed about the conditions and the prospects of their ending.

9.2 Independent Contractor. The parties are independent contractors with respect to each other. Nothing in this Agreement is intended to create any association, partnership, joint venture or agency relationship between them.

9.3 Use of Name. Client shall not use University's name or protected marks for any commercial purpose without University's advance written consent. University shall not use the name or protected marks of Client or any other member of the Cooperative for any commercial purpose without Client's advance written consent.

9.4 Headings. Headings in this Agreement are intended only to assist with readability and are not

substantive.

9.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this Agreement so long as severance does not affect the enforceability or essential purpose of the remainder of the Agreement.

9.6 Assignment. Neither party may assign its obligations under this Agreement without the prior written consent of the other party.

9.7 Amendments. No modification of this Agreement shall be effective unless made by a written amendment signed by each party's authorized signatory.

9.8 Compliance with Laws. Each party shall perform its obligations in compliance with all relevant laws governing its performance, including, but not limited to, laws related to proprietary rights, civil rights, and import and export control. Breach of this provision is a material breach of this Agreement.

9.9 Equal Opportunity. This Agreement incorporates the Equal Employment Opportunity Clause at Section 750.10, Appendix A of the Illinois Department of Human Rights Rules.

9.10 Waiver. The failure of either party to enforce any provision of this Agreement shall not waive the party's right to later enforce the provision or the Agreement.

9.11 Non-Exclusivity. This Agreement is non-exclusive. The University may perform the same or similar services for other clients.

9.12 Counterparts/Facsimile Signatures. This Agreement may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

9.13 Ambiguities. Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this Agreement.

9.14 Notices. To be enforceable, all notices must be in writing and delivered to the party's representative named below by either certified mail, return receipt requested, or commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. A party may change its representative at any time by written notice to the other party.

University Representative

Name: Dr. Jered Carr

Title: Department Head

Address: 400 S Peoria Street, Room 2104

City/State/Zip: Chicago, IL 60607

Phone: 312-413-7853

E-mail: jbcarr@uic.edu

Client Representative

Name: Jason Wicha

Title: City Manager

Address: 220 East Deerpath

City/State/Zip: Lake Forest, IL 60045

Phone: 847-810-3675

E-Mail: wichaj@cityoflakeforest.com

9.15 Choice of Law. This Agreement shall be interpreted by application of Illinois law without regard to its conflicts provisions.

9.16 Integration. This Agreement with its attachments, amendments and incorporated references constitutes the parties' entire agreement regarding the subject matter.

9.17 Authorized Signatories. The individuals signing this Agreement on a party's behalf represent that they have the requisite authority and intent to bind that party to this Agreement.

The Board of Trustees University of Illinois

Client

By: Avijit Ghosh, Interim Comptroller

Date

Signature

Date

Type or Print Name

Title

Pre-approved for legal form by (LTI 8/17/2015).

Changes to template require University Counsel and OBFS approval.