

**THE CITY OF LAKE FOREST  
CITY COUNCIL AGENDA**  
Monday, May 20, 2019 at 6:30 pm  
**FIRST SESSION**  
City Hall Council Chambers  
220 E. Deerpath, Lake Forest

Honorable Mayor, Robert Lansing

Prudence R. Beidler, Alderman First Ward	Jack Reisenberg, Alderman Third Ward
James E. Morris, Alderman First Ward	James Preschlack, Alderman Third Ward
Timothy Newman, Alderman Second Ward	Michelle Moreno, Alderman Fourth Ward
Melanie Rummel, Alderman Second Ward	Raymond Buschmann, Alderman Fourth Ward

**CALL TO ORDER AND ROLL CALL**

**6:30pm**

**PLEDGE OF ALLEGIANCE**

**REPORTS OF CITY OFFICERS**

<b>1. COMMENTS BY MAYOR</b>
-----------------------------

**A. Resolution of Appreciation for John Tadel, owner of Smith's Mens' Store**

**A copy of the resolution can be found on page 25**

COUNCIL ACTION: Approval of the Resolution

**B. Approval of a First Amendment to the Restated Agreement Relating to the Gorton Property**

PRESENTED BY: *Mayor Lansing and Finance Chairman Alderman Morris*  
STAFF CONTACT: *Julie Tappendorf, City Attorney*

**PURPOSE AND ACTION REQUESTED:** Staff requests approval of the First Amendment to the Restated Agreement Relating to the Gorton Property.

**BACKGROUND/DISCUSSION:** Over the past few months, City staff and City Council members have met with various representatives of the Gorton Board of Directors to discuss various amendments to the Restated Agreement between the Gorton Community Center and the City of Lake Forest. The current Restated Agreement (approved on July 1, 2013) defines the roles and responsibilities of the parties for the development, use, operation, and management of the Gorton property, which is owned by the City of Lake Forest.

A summary of the proposed changes included in the First Amendment presented to the City Council is below:

1. Subsection 10.B would be amended to clarify that the Gorton Community Center (GCC) will submit the annual financial reports to the Audit Committee (currently, the Restated Agreement simply requires submittal to the City).
2. Subsection 10.C.1 would be amended to change the number of GCC Board members who are appointed by the City to three. Currently, the Restated Agreement provides that the greater of five or one-third of the Board of Directors will be City-appointed members. The term for the City-appointed members would also be modified from two years to three years, which is consistent with the GCC-appointed members, and allow for one renewal term.
3. Subsection 10.C.1 would also be amended to describe in more detail the duties and responsibilities of the Finance and Operations Subcommittee.
4. Subsection 10.C.1 would also provide that a City-appointed member serve as the Chair of the Finance and Operations Subcommittee as well as a member of the Executive Committee.
5. Subsection 10.C.2 would be amended to require the Membership Committee to realign the current membership of the GCC Board consistent with the changes to the membership proposed in 10.C.1.
6. Subsection 10.C.3 would be amended to clarify that GCC must submit annual budgets to the Audit Committee, and that the annual budget and plan must include a five year financial forecast and that the annual review must include a five-year capital needs plan.
7. Section 10.D.1.b would be amended to require GCC to include sufficient funding to satisfy annual maintenance obligations, and require GCC to maintain a minimum of \$25,000 in its maintenance budget in any year in which its endowment falls below \$2,000,000. It also requires any unspent maintenance funds to be placed in a maintenance reserve fund.
8. Exhibit A has been incorporated into the First Amendment to expressly describe the expectations and qualifications for City-appointed members of the GCC Board.

Please be advised that the GCC Board of Directors has approved the First Amendment in the form included in the packet.

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

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

Beginning on **page 26** of your packet, you will find both a clean and "redline" version of the proposed First Amendment to the Restated Agreement Relating to the Gorton Property.

COUNCIL ACTION: Approval of the First Amendment to the Restated Agreement Relating to the Gorton Property

**2. COMMENTS BY CITY MANAGER**

**3. COMMITTEE REPORTS**

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

**5. ITEMS FOR OMNIBUS VOTE CONSIDERATION**

**1. Approval of the April 15, 2019 City Council Meeting Minutes**

A copy of the minutes can be found beginning on **page 38**

COUNCIL ACTION: Approval of the April 15, 2019 City Council Meeting Minutes.

**2. Approval of the Check Register for the Period of March 23 to May 3, 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 March 23 - May 3, 2019**

	Fund	Invoice	Payroll	Total
101	General	831,350	2,356,403	3,187,752
501	Water & Sewer	136,039	291,444	427,483
220	Parks & Recreation	201,981	615,736	817,717
311	Capital Improvements	384,503	0	384,503
202	Motor Fuel Tax	0	0	0
230	Cemetery	85,687	46,932	132,619
210	Senior Resources	28,123	46,889	75,011
510	Deerpath Golf Course	10,823	4,316	15,139
601	Fleet	111,288	82,806	194,094
416 - 433	Debt Funds	0	0	0
248	Housing Trust	0	0	0
201	Park & Public Land	0	0	0
	All other Funds	483,204	296,937	780,141
		<b>\$2,272,997</b>	<b>\$3,741,462</b>	<b>\$6,014,460</b>

COUNCIL ACTION: Approval of the Check Register for the Period of March 23 to May 3, 2019

### 3. Approval of the FY20 Personnel Policies, Administrative Directives

STAFF CONTACT: *DeSha Kalmar, Director of Human Resources (847-810-3530)*

**PURPOSE AND ACTION REQUESTED:** The Personnel Compensation Administration (PCA) Committee is seeking City Council approval of the FY20 Personnel Policies and Administrative Directives.

**BACKGROUND/DISCUSSION:** Each year the City's Personnel Policies and Administrative Directives are reviewed and updated as needed, then adopted by the City Council as part of the budget process. The updates are designed to keep the City compliant with changing laws or to reflect actual practice. All Directives are reviewed at least every five years; sooner if changes are necessary.

Noted below is a list of key changes made to the Personnel Policies and various Directives dated May 1, 2019. Complete copies of all documents can be obtained by contacting Director Kalmar.

General	
<b>1-10 Establish Middlefork Farm Coordinator</b> – New policy to coordinate meetings with stakeholders at Middlefork Farm	
<b>1-11 Reimbursement of Authorized Expenses</b> – <ul style="list-style-type: none"> <li>Added language to included losses in Sec. 1.1 per Illinois Wage Payment and Collection Act effective 1/1/19;</li> <li>Sec. 4.4 added language about BSA software, 30-day submittal timeframe and process for no receipt;</li> <li>Sec. 4.5.4 added that meals will be reimbursed after the conference;</li> <li>Sec. 4.6 added language that expenses will be reimbursed unless they are provided as part of the training/meeting and that receipts are required for any amount of reimbursement</li> </ul>	



<b>1-12 Assigned Vehicle Use</b> – Sec. 4a added language that moving and parking citations are employee's responsibility	
<b>Personnel</b>	<b>Page #</b>
<b>Personnel Policies and Practices 2019</b> (All changes noted in <i>Italics in the document</i> )	45
<ul style="list-style-type: none"> <li>Sec. 4.3.0 Holiday Bonus increased from \$140 to \$160 for those working on holidays (limited number of non-union employees who are eligible)</li> </ul>	18
<ul style="list-style-type: none"> <li>Sec. 5.1.0 Vacation Schedule: added "emergency" to circumstances where vacation buyback may be requested</li> </ul>	19
<b>2-2 Alcohol/Drug Policy for CDL Holders</b> – Sec. 6.3 added last sentence regarding federal regulations and marijuana	
<b>2-3 Alcohol/Drug Policy</b> – Sec. 1.0 paragraph 1 added language regarding compliance with federal/state law and drug and alcohol-free workplace; Sec. 2.1 a and b removed reference to illegal drugs; 2.1 paragraph following item d added safe workplace language; Sec. 3.7 added item e on equipment operation	
<b>2-4 Computer &amp; Electronic Communication System Policy</b> – Sec. 1.3 updated unacceptable uses to reflect current trends; Sec. 2.0 added contractors to those covered by policy; Sec. 3.1.7 added turning off workstations at end of day; Sec. 5.0 updated forms needed	
<b>2-6 Limited Duty Policy</b> - Reviewed	
<b>2-9 Education Reimbursement Program</b> – Sec. 2.1 added City Manager, Sec. 3.1.2 added that dept. head is recommending and that employees may then be considered for the program; Sec. 3.3.1 added that if approved, it will be for the amount requested up to the max	
<b>2-10 Medical Exam Policy</b> – Sec. 3.3 added language referencing pre-employment physicals and removed section on rabies titers	
<b>2-11 Organizational Feedback/Info Sharing</b> – Sec. 3.5 added language about information provided at Mgmt Staff meetings be passed on to workgroups.	
<b>2-13 Anti-Harassment</b> – Updated reporting periods to comply with recent EEOC changes	
<b>2-14 Additional Duty Pay Administration</b> – Reviewed	
<b>2-17 Social Media Policy</b> – Significant revisions, removed all reference to websites and updated and eliminated forms.	
<b>2-19 Disciplinary Procedures</b> – Reviewed	
<b>2-30 Severance Pay</b> – Reviewed	
<b>Financial Management</b>	<b>Page #</b>
<b>3-3 Credit Card Policy</b> – Sec. 3.1 e and f updated to reflect current practice; corrected numbering error in this section	
<b>3-4 ID Theft</b> – Reviewed	
<b>3-5 Purchasing Procedures</b> (reviewed by Finance Cmt on 4/15/19)	
<ul style="list-style-type: none"> <li>Throughout policy amounts changed to \$4,999 (from \$5,000); \$20,000 or more</li> </ul>	3
<ul style="list-style-type: none"> <li>Sec. 4.3 – Amount changed from \$10,000 to \$5,000; new last sentence on requiring a purchase order</li> </ul>	3
<ul style="list-style-type: none"> <li>Sec. 4.4 – eliminated last sentence on waivers</li> </ul>	4
<ul style="list-style-type: none"> <li>Sec. 5.2 <b>Flexible Purchasing</b> – added "Except as provided in Sections 8.0 and 9.0</li> </ul>	4
<ul style="list-style-type: none"> <li>Sec. 5.3 and 5.4 – added Section 8.0 to exceptions</li> </ul>	4
	8

<ul style="list-style-type: none"> <li>• Sec. 5.5 <b>Grant Funded Projects</b> – added language to include State and Local grants</li> <li>• Sec. 6.1 New language; other sub-sections renumbered</li> <li>• Sec. 7.1 New language; other sub-sections renumbered</li> <li>• Sec. 8.1 New language; other sub-sections renumbered</li> <li>• Sec. 9.0 Retitled to <b>Exceptions and Waiver of Competitive Bidding</b></li> <li>• Sec. 9.1 Retitled to <b>Exceptions to Procedural Requirements</b></li> <li>• Former Sec. 9.1A and B deleted; remaining sections renumbered</li> <li>• New Sec. 9.2</li> <li>• Sec. 10.2 – added language about purchase order module and PO generation</li> <li>• Sec. 10.3A and B replaced with new language</li> <li>• Sec. 10.4 – added language about Police Investigative Fund</li> <li>• Sec. 10.5 – added language about confirming receipt of goods; deleted former last paragraph in the section</li> </ul>	9 11 11 11 12 14 14 14 15 15
<b>3-6 Grant Procedures –</b> <ul style="list-style-type: none"> <li>• Added Sec. 1.3 regarding State Grant Act (GATA);</li> <li>• Sec. 2.3 added “State Grants”;</li> <li>• Section 2.4 added “Federal” threshold;</li> <li>• new Sec. 2.5 regarding auditing;</li> <li>• Sec. 3.1a added language about submitting form prior to applying for the grant;</li> <li>• added new Sec. 3.2 and renumbered following paragraphs;</li> <li>• new Sec. 3.7;</li> <li>• Sec. 3.10a added language about delayed or failed reporting;</li> <li>• 3.10b added GAGAS limits;</li> <li>• new sections 3.10 f and g</li> </ul>	
<b>3-7 City Manager Fee Authority</b> – Reviewed	
<b>3-10 Payroll Hours Type</b> – Updated with new BSA information	
<b>3-11 Sale of City Addresses</b> – Deleted (now covered under FOIA)	
<b>3-17 Police Clergy Fund Procedures</b> – New policy for handling these funds	
<b>Americans with Disabilities Act</b>	
<b>5-1 Grievance Procedure for ADA Complaints</b> – Reviewed	
<b>5-2 Requests for Accommodation</b> – Reviewed	
<b>5-3 ADA Coordinator</b> – Reviewed	
<b>Employee Safety Procedures</b>	
<b>6-5 Exposure to Hazardous Fluids</b> – Changed EMS system to LF Hospital and occupational health provider to LF Acute Care; deleted old sections 3.7a through 3.7e and replaced with new sections 3.7a and 3.7b	
<b>6-8 Hazard Communication Program</b> – Sec. 2.1 added language about online ebinder for Safety Data Sheets (SDS); Sec. 4.3 changed to online SDS system and deleted info on the old binder system	
<b>6-19 Fleet Pooled Vehicles</b> – Sec. 3.3 added language that moving or parking citations are responsibility of the employee	

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
PCA Committee	5/13/19	Reviewed individually and recommends approval

**BUDGET/FISCAL IMPACT:** The \$20 increase in the holiday bonus will have a very modest impact on the budget (approximately \$1,100 in the general fund) as there are only certain work groups eligible for this benefit, and many of those who are eligible are already covered by a collective bargaining agreement.

**COUNCIL ACTION:** Approval of the FY20 Personnel Policies and Practices and Administrative Directives

**4. Consideration of a Resolution Authorizing the City Manager to Execute a Conservation Easement Assignment Relating to Lot 4 of the McCormick Nature Preserve Subdivision.** (Approve by motion.)

*STAFF CONTACT: Catherine Czerniak, Director of Community Development  
847-810-3504*

**PURPOSE AND ACTION REQUESTED:** In response to a request from Lake Forest Open Lands Association (LFOLA), Council action is requested to authorize the City Manager to sign the Assignment and Assumption of Conservation Right and Easement in support of the transfer of the Easement on Lot 4 of the McCormick Nature Preserve Subdivision from the Lake Forest Land Foundation (LFLF) to LFOLA.

**BACKGROUND AND DISCUSSION:** In September, 2015, the City and LFOLA entered into a Master Land Transfer Agreement, ("Agreement"). The Agreement, as later modified, established the framework and a partnership in support of restoration of McCormick Nature Preserve, subdivision of the property, and the transfer of portions of the property from the City to LFOLA. Lot 4 remains in the City's ownership. The Agreement provided for protection of Lot 4, a parcel remaining in the City's ownership, through a Conservation Easement. Consistent with the Agreement, the City and LFLF entered into a Grant of Conservation Right and Easement in January, 2019.

Recently, the City was notified by representatives of LFOLA that for purposes of accreditation, it is important that the Easement is held by LFOLA, rather than the LFLF. From the City's perspective, the requested re-assignment is of no consequence. The Easement will remain in place to protect the property in perpetuity. The requested assignment is permitted under the terms of the Agreement however, the City's formal consent is required to effect the assignment.

A Resolution authorizing the City Manager to sign the Assignment and Assumption of Conservation Right and Easement is included in the Council's packet beginning on **page 54**. The original Conservation Easement and the Assignment documents are also included in the Council packet following the Resolution.

**BUDGET/FISCAL IMPACT:** None.

COUNCIL ACTION: Approve a motion authorizing the City Manager to execute a Conservation Easement Assignment relating to McCormick Ravine.

**5. Authorization for the City Manager to enter into a Professional Services Agreement with MIST Environment for Sustainability Consultant Services for a Period of Three Years.**

STAFF CONTACT: *Jim Lockfeer, Public Works Management Analyst (810-3542)*  
*Chuck Myers, Superintendent of Parks & Forestry (810-3565)*

**PURPOSE AND ACTION REQUESTED:** Staff is requesting approval for the City Manager to enter into a professional services agreement with MIST Environment for professional sustainability consultant services for a period of three years.

**BACKGROUND/DISCUSSION:** In December of 2018, The City of Highland Park contacted The City of Lake Forest about its intentions to conduct a Request for Proposal ("RFP") process to obtain sustainability consultant services. Highland Park explained that it had gone through the process approximately three years ago that resulted in their City Council approving a professional services agreement. Highland Park utilized the services of its sustainability consultant to assist staff in meeting the goals that had been outlined in its sustainability plan. Highland Park's agreement had come to an end which resulted in a need to conduct another RFP process.

The City of Lake Forest agreed to participate with Highland Park in a joint RFP for sustainability services. The City of Lake Forest maintains The Lake Forest Sustainability Plan, which was created by The City with support from the Lake Forest Collaborative for Environmental Leadership ("LFCEL"). The Plan was approved and adopted as an amendment to the City's Comprehensive Plan by City Council on November 7, 2016.

The Sustainability Plan outlines five major focus areas that include: stormwater management & water usage, ecosystem vitality & ravine conservation, waste management, energy efficiency & renewable energy, and transportation & air quality. Each major focus area features specific goals. Using the plan as a guide, City staff developed an implementation plan to identify sustainable projects and initiatives in an effort to meet the goals outlined in the plan.

An example of potential services and projects Lake Forest staff envisions the selected professional sustainability consultant to provide includes, but is not limited to:

- Reviewing the City's sustainability plan and accomplishments and conducting a needs and opportunity analysis
- Assist the City in special projects that relate to the City's sustainability plan and/or the LFCEL
- Assisting the City with drafting public communications (brochures, BPM guidelines, etc.) on various sustainability objectives and goals

On December 31, 2018, The City of Lake Forest and The City of Highland Park publically released and posted the RFP. On January 18, 2019, seven submittals were received and a selection committee, comprised of Lake Forest staff and Highland Park staff, was formed to review and evaluate the written responses and interview selected firms.

After careful consideration, MIST Environment, was selected by the Lake Forest selection committee as the successful candidate. The basis for the selection was as follows:

- Overall strategic approach
- Financial approach in identifying, recommending, and proceeding with projects
- Approach in obtaining project buy in and support

**BUDGET/FISCAL IMPACT:** Below is a summary of the range of hourly rates submitted by each firm. The rates represent an hourly rate range associated with the firm's project team members. Each firm submitted unique project teams that featured varying project positions. These rates include a firm's profit and overhead.

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

Company Name	Hourly Team Member Rate Range
<b>MIST Environment</b>	<b>\$90 - \$225</b>
Baumann Consulting	\$147
The Cadmus Group, LLC	\$90 - \$290
Deigan & Associates, LLC	\$98 - \$170
ILM Environments	\$65 - \$125
Lotus Engineering and Sustainability, LLC	\$120 - \$280
Quercus Consulting	\$25 - \$150

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Various Departmental Accounts	See Below	See Below	Y

The Public Works Department and the Parks Department allocate separate annual amounts for contractual services in their respective operating budgets. If the selected firm were to be utilized by any City department, the appropriate department would fund the project with an appropriate departmental operating account. Any single project for which services exceed \$20,000 will be separately approved by the City Council. Any work for that also exceed the \$20,000 aggregate amount in a fiscal year, will require the approval of the Finance Committee Chairman. The agreement with MIST Environment is intended to be for a period of three years, which will include the option of two additional, one year terms.

**COUNCIL ACTION:** Authorization for the City Manager to enter into a Professional Services Agreement with MIST Environment for Sustainability Consultant Services for a Period of Three Years

**6. Award of Bid in the Amount of \$32,520 to Henricksen for the Replacement of Sixty-Five (65) City Hall Chairs**

STAFF CONTACT: *Jim Lockfeer, Public Works Management Analyst (810-3542)*

**PURPOSE AND ACTION REQUESTED:** Staff is requesting approval to award a bid in the amount of \$32,520 to Henricksen for the replacement of sixty-five (65) city hall chairs.

**BACKGROUND/DISCUSSION:** The existing City Hall Council Chamber and City Manager Office Chairs are approximately 20+ years old. The chairs are showing signs of deterioration as a result of their age that are beyond repair.

On March 14, 2019, City staff issued an invitation to bid to purchase new replacement chairs. The invitation was publically posted by the City in the Lake County News Sun and posted on the City's website. On March 28, 2019 a total of four bids were received.

**BUDGET/FISCAL IMPACT:** Below is a summary of the four bids received. Each bid reflects the full cost, including delivery.

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

Company Name	Dollar Amount Bid
<b>Henricksen</b>	<b>\$32,520.00</b>
CI Select	\$36,019.09
Staples, Inc.	\$39,281.90
Forward Space	\$41,867.75

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Building Maintenance City Hall Minor Equipment	\$41,000	\$32,520.00	Y

City staff recommends awarding the bid to the low bidder, Henricksen, in the amount of \$32,520.00

**COUNCIL ACTION:** Award of Bid in the Amount of \$32,520 to Henricksen for the Replacement of Sixty-Five (65) City Hall Chairs

**7. Approval of an amended contract for FY20 GIS Services to MGP, Inc. in the not-to-exceed amount of \$203,422.**

STAFF CONTACT: *Robert W. Ells, Superintendent of Engineering (847-810-3555)*

**PURPOSE AND ACTION REQUESTED:** Staff requests City Council approval of an amendment to the contract for the GIS Consortium Service Provider to Municipal GIS Partners, Inc. (MGP).

**BACKGROUND/DISCUSSION:** In 2010, the City joined the GIS Consortium (GISC). The GIS Consortium is a public entity consisting of local governments that work collectively to achieve the benefits of GIS and related technologies.

Currently there are 36 members in the GISC including Highland Park, Deerfield, Glenview, and Skokie. The GIS Consortium is based on an innovative approach that manages staffing costs by sharing professional resources. The mission of the Consortium is to create value for its members by identifying opportunities for minimizing cost and risk.



MGP, Inc. is the current service provider for the City's Geographic Information Systems program and provides technical support services to the entire GIS Consortium. A site specialist is assigned to each community to manage the day-to-day GIS operations in that community. The GISC staffing model provides 100% staffing for Lake Forest, with this model, MGP staff is onsite every day to provide GIS services to city staff, the public and consulting firms as needed. Each municipality is responsible for approving an annual service provider contract with MGP to reflect the specific needs and budget of the individual community. The FY 2020 contract includes an amendment to Section 6 Termination of the Contract.

**BUDGET/FISCAL IMPACT:** The GIS Consortium Service Provider Contract for MGP in Lake Forest for FY 2020 is for services not to exceed \$203,422. Services provided will include direct management, development, and the operation and maintenance of the City's GIS system. MGP also provides investigation, research and development of new functionality and capability to benefit all GIS Consortium members.

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

If no, indicate the specific exception or waiver requested:  
Administrative Directive 3-5, Section 9.1J – Existing Relationship

Beginning on **page 63** of your packet is the FY 2020 GIS Consortium Service Provider Contract for MGP

Below is an estimated summary of Project budget:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
101-3747-435.35-46	\$251,415	\$203,422	Y

**COUNCIL ACTION:** Approval of an amended contract for FY20 GIS Services to MGP, Inc. in the not-to-exceed amount of \$203,422.

**8. Approval to Execute a Grant Agreement by and between the Illinois Department of Natural Resources and the City of Lake Forest, through the Open Space Land Acquisition and Development (OSLAD) Program, to Complete an Improvement Project at South Park.**

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

**PURPOSE AND ACTION REQUESTED:** Staff requests approval to execute a grant agreement by and between the Illinois Department of Natural Resources (IDNR) and the City of Lake Forest, through the Open Space Land Acquisition and Development (OSLAD) Program, for an improvement project at South Park.

**BACKGROUND/DISCUSSION:** South Park is a 12.4 acre park and one of six neighborhood parks in the City of Lake Forest. It is located in the southeast portion of the City. The park contains a variety of recreation facilities including tennis courts, two ball fields, batting cage, turf field for soccer, rugby and lacrosse that overlays the outfields, playground, picnic pavilion with restrooms and a small storage area and gravel road with scattered undefined parking. The

park is bordered by residences to the north and east, a wooded lot along the south and the regional bike trail and railroad along the west edge. Accessible routes between amenities are also limited. The park is in need of many capital improvements to be at the high standard level expected in our Lake Forest parks.

In December 2016, City staff selected Hitchcock Design Group to develop a new Master Plan for South Park. The Master Plan was needed to develop a comprehensive vision for the park that will serve as a framework for future park use and improvements. On June 19, 2017, City Council approved the Master Plan for South Park, which is meant to guide future decisions on park capital improvements. In the fall of 2018, the City applied for a grant through the IDNR OSLAD Program. The IDNR required that a Resolution of Authorization be included with the application submittal. City Council approved the resolution on October 1, 2018 and it was included in the application submittal. The City was recently notified that the Illinois Department of Natural Resources has awarded grant funding to the City for improvements at South Park, as part of the OSLAD Grant Program.

The grant funding will be combined with City funds to complete improvements over the next two years. These improvements will replace some of the worst amenities and provide new recreation opportunities. The tennis courts and batting cage will be replaced and a fitness station, basketball court, and bocce court will be added. A new path system will connect these amenities to each other, parking, and existing neighborhood sidewalks, making the park accessible for the first time. Several trees will be planted within the park and woodland management is planned along the southern portion of the property to remove invasive vegetation and reestablish native species.

#### PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	10/01/18	Ratification of a Resolution for OSLAD Grant Application
City Council	06/19/17	Approved Master Plan
Park & Recreation Board	05/16/17	Recommend Approval of Master Plan

**BUDGET/FISCAL IMPACT:** This request is for approval to execute a grant agreement only. Funding for the South Park Improvement Project is budgeted in the FY2019 and FY2020 CIP and the Operations Budget. The total cost for the project is estimated to be \$560,000. At this time, staff is seeking approval to enter into an agreement with the Illinois Department of Natural Resources that will require matching funds from the City. Once the construction documents are complete and the project has been competitively bid, staff will seek City Council approval to award a contract for construction.

Below is an estimated summary of Project budget:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Park and Public Land Fund (FY19)	\$150,000	Not requested at this time	Y



Park and Public Land Fund (FY20)*	\$360,000	Not requested at this time	Y
Special Recreation Fund	\$40,000	Not requested at this time	Y
Operations (Sports Field Improvement Fund)	\$10,000	Not requested at this time	Y

\* Includes \$280,000 in grant funding and \$80,000 in City funding

#### GRANT FUNDING ASSESSMENTS

Project Cost	OSLAD Grant Funding 50%	Local Share 50%
\$560,000	\$280,000	\$280,000

COUNCIL ACTION: Approval to Execute a Grant Agreement by and between the Illinois Department of Natural Resources and the City of Lake Forest, through the Open Space Land Acquisition and Development (OSLAD) Program, to Complete an Improvement Project at South Park.

9. **Authorization for the City Manager to enter into a Professional Services Agreement with Hitchcock Design Group for Professional Landscape Architectural Services Associated with the South Park OSLAD Grant Improvement Project, for an amount not to exceed \$70,000**

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

**PURPOSE AND ACTION REQUESTED:** Staff is requesting City Council authorization and direction to enter into a professional services agreement with Hitchcock Design Group for Professional Landscape Architectural Services required to implement the South Park OSLAD Grant Improvement Project.

**BACKGROUND/DISCUSSION:** South Park is a 12.4 acre park and one of six neighborhood parks in the City of Lake Forest. It is located in the southeast portion of the City. The park contains a variety of recreation facilities including tennis courts, two ball fields, batting cage, turf field for soccer, rugby and lacrosse that overlays the outfields, playground, picnic pavilion with restrooms and a small storage area and gravel road with scattered undefined parking. The park is bordered by residential to the north and east, a woodlot along the south and the regional bike trail and railroad along the west edge. Accessible routes between amenities are also limited. The park is in need of many capital improvements to be at the high standard level expected in our Lake Forest parks.

In December 2016, City staff selected Hitchcock Design Group to develop a new master plan for South Park. The master plan was needed to develop a comprehensive vision for the park that will serve as a framework for future park use and improvements. The completed master plan was approved by the City Council in 2017 and work was begun to strategize possible funding sources for the much needed improvements. In the fall of 2018, the City applied for a grant through the Illinois Department of Natural Resources OSLAD Program. The City was

recently notified that we were approved for the grant request to make improvements at South Park.

The grant funding will be combined with City funds to complete improvements over the next two years. These improvements will replace some of the worst amenities and provide new recreation opportunities. The tennis courts and batting cage will be replaced and a fitness station, basketball court, and bocce court will be added. A new path system will connect these amenities to each other, parking, and existing neighborhood sidewalks, making the park accessible for the first time. Several trees will be planted within the park and woodland management is planned along the southern portion of the property to remove invasive vegetation and reestablish native species.

In order to proceed with the improvements in the park, the City is now in need of architectural and engineering design and construction documents. Staff is seeking to enter into a contract with a Landscape Architectural firm, with the assistance of their selected Engineering firm, to provide all the required documents to bid the project out and provide construction administration/observation. Landscape architectural services will include, but are not limited to, architecture, site analysis, site planning, site design, sustainable design, construction specification and insuring that all plans meet the current building codes and local and federal ordinances.

**BUDGET/FISCAL IMPACT:** On March 26, 2019 a Request for Proposals (RFP) was released by the City, published in the Lake County News Sun, and posted on the City's website. On April 16, 2019, three submittals were received and a selection committee, comprised of City staff was formed to review and evaluate the written responses. Interviews were also conducted to further evaluate the firm's qualifications and their ability to successfully provide these services for the City.

After careful consideration, Hitchcock Design Group was selected by the selection committee as the successful candidate. The basis for the selection was as follows:

- Hitchcock Design Group met and surpassed all qualifications outlined in the RFP.
- Hitchcock Design Group has extensive experience with municipal projects and specifically parks and recreation related projects.
- Hitchcock Design Group has an excellent record working with the City on other projects, including the development of the South Park Master Plan.
- Hitchcock Design Group presented a reasonable fee schedule associated with their proposed project team and proposed the lowest overall cost estimate for the South Park project.

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

Company Name	Hourly Team Member Rate Range
<b>Hitchcock Design Group</b>	<b>\$100 - \$255</b>
SmithGroup	\$95 - \$295
JSD Professional Services	\$85 - \$220

Companies were also asked to provide a cost estimate for all Architectural and Engineering design costs associated with improvements outlined in the OSLAD Grant. Hitchcock Design Group provided the most competitive cost estimate of \$64,900.

Below is an estimated summary of Project budget:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Park and Public Land Fund	\$70,000	\$70,000	Y

The FY2020 Parks & Recreation budget includes a total of \$280,000 for the South Park Improvement project. The OSLAD Grant will provide an additional \$280,000 for the project (including design costs); therefore, fifty percent of the \$70,000 requested will be reimbursed through the grant.

**COUNCIL ACTION:** Authorization for the City Manager to enter into a Professional Services Agreement with Hitchcock Design Group for Professional Landscape Architectural Services Associated with the South Park OSLAD Grant Improvement Project, for an amount not to exceed \$70,000

### 10. Approval of Tennis Court Usage Policy

STAFF CONTACT: *Joe Mobile, Superintendent of Recreation, (847-810-3941)*

**PURPOSE AND ACTION REQUESTED:** The Parks & Recreation Board requests approval of the Tennis Court Usage Policy allowing the Parks and Recreation Department the ability to rent tennis courts when not in use by current programming.

**BACKGROUND/DISCUSSION:** The current Athletic Field Usage Policy was implemented in May of 2016. Staff are currently adding a tennis court usage policy to work in conjunction with the Athletic Field Usage Policy. The proposed policy is attached on **page 74** in your packet. Currently, a policy doesn't exist that allows staff to rent available tennis courts to local tennis providers. Staff feel it is time to create one since they have seen the amount of requests increase over the past several years. Staff have monitored the use of our courts during that time and have found that we have many open courts that could be used to generate additional revenue for the department. The proposed policy allows for court rentals while still allowing open courts for resident use as needed therefore the additional usage shouldn't interfere with resident use.

The Tennis Court usage policy also allows for local school districts to continue to use our courts for their seasons. Staff have previously allowed this usage through the Athletic Field Usage Policy in the past and have charged a single rate for their respective seasons. Staff are requesting to include this rental in the proposed Tennis Court Usage policy moving forward.

#### PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Parks and Recreation Board	4/16/19	Approval of Tennis Court Usage Policy

**BUDGET/FISCAL IMPACT:** The proposed policy will not have an impact on the expense side of the operating budget however, it will have a positive impact on the revenue side. The

additional revenue generated will offset the declining participation in our tennis program and could provide substantial revenue for our program.

COUNCIL ACTION: Approval of Tennis Court Usage Policy

## 11. Approval of 2019 10-Year Strategic Master Plan Document

STAFF CONTACT: *Joe Mobile, Superintendent of Recreation, (847-810-3941)*

**PURPOSE AND ACTION REQUESTED:** The Parks & Recreation Board requests approval of the 2019 10-Year Strategic Master Plan Document as a working document for the future planning and development for the Parks and Recreation Department.

**BACKGROUND/DISCUSSION:** The Chart our Future 10-year Strategic Master Plan project was a joint effort between the Parks and Recreation Department and the Friends of Lake Forest Parks and Recreation Foundation. The final document was approved by the Friends of Lake Forest Parks and Recreation Foundation on February 14, 2019 and the Parks and Recreation Board on February 19, 2019. The Master Plan will be sent under separate cover and can be found at this link, [https://hitchcockdesigngroup-my.sharepoint.com/:f:/p/bsafferman/Eomt7O\\_oIgZBlkZGgNIwRa0BZiWI9eRK1\\_t8QBQN7xpnOg?e=aReOu4](https://hitchcockdesigngroup-my.sharepoint.com/:f:/p/bsafferman/Eomt7O_oIgZBlkZGgNIwRa0BZiWI9eRK1_t8QBQN7xpnOg?e=aReOu4).

This plan provides the Parks and Recreation Department a document for planning growth into the future based on resident input as well as provides the Friends Foundation with potential fundraising opportunities to enhance parks and recreation opportunities throughout the community moving forward over the next ten years.

The Chart our Future 10-year Strategic Master Plan has been a year in the making and is the roadmap for the City of Lake Forest Parks and Recreation key stakeholders to align and drive continual growth and improvement of open space, facilities, recreation systems, and services. A coordinated team from the Lake Forest Parks and Recreation Department (LFPRD) and the Friends of Lake Forest Parks and Recreation Foundation drove and funded this planning project. We listened carefully and are thrilled by how the community helped shape this vision, including its purpose-driven Action Plan to guide development. The Parks and Recreation Department adopted its previous plan in 1995 and issued an update in 2008. This plan was instrumental in developing the successful parks and recreation system enjoyed by Lake Forest residents today.

The goal of this new 2019-2029 10-Year Strategic Master Plan is to expand on the previous plan's success and outline how our community and key stakeholders, led by LFPRD, will continue to provide quality parks, facilities, and services to current and future Lake Forest residents. The planning process identified infrastructure requirements, recreation trends, community needs, and resident expectations through an extensive data-gathering and community outreach process. This process included public workshops, focus groups, and surveys with over 740 Lake Forest residents participating. The focus groups also included key individuals in the community with 13 participants representing 9 organizations including program/athletic associations and other public or not-for profit agencies.

The Parks and Recreation Board as well as Staff believe Chart our Future accurately responds to the City of Lake Forest Parks and Recreation Department's current context, and future position in the community. As Chart our Future is implemented over the next ten years, it will continue to support the City's mission to "be the best-managed, fiscally responsible, and appealing community which promotes a community spirit of trust, respect, and citizen involvement". Residents are encouraged to provide ongoing feedback, which will be incorporated as the plan advances.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Parks and Recreation Board	2/19/19	Approval of Master Plan
Parks and Recreation Board and Friends of Lake Forest Parks & Recreation Foundation	12/4/18	Joint workshop for final input to Master Plan

**BUDGET/FISCAL IMPACT:** N/A at this time. As items in the Master Plan are determined for implementation Staff will bring those items forward to City Council for the appropriate approvals at a time that is appropriate.

**COUNCIL ACTION:** Approval of 2019 10-Year Strategic Master Plan Document

**12. Consideration of Ordinances Approving Recommendations from the Building Review Board. (First Reading and if Desired by the City Council, Final Approval)**

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

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

1165 W. Deerpath – The Building Review Board recommended approval of various alterations to the residence including the addition of an open porch and dormers on the front elevation, an increase in the overall height of the roof, removal of a rear screen porch, construction of a rear addition, and the addition of a shed dormer on the rear elevation. This project was also considered by the Zoning Board of Appeals as detailed in the following agenda item. No public comments were presented to the Board on this petition. (Board vote: 6-0, approved)

156 E. Westminster - The Building Review Board recommended approval of the demolition of an earlier screen porch addition at the front of the residence, restoration of the open front porch, a rear addition and deck, and overall improvements to the existing detached garage. The Lake Forest Preservation Foundation suggested that consideration be given to making the window size and placement more consistent around the house. The petitioner agreed to consider refinements as requested. (Board vote: 6-0, approved)

270 E. Westleigh Road - The Building Review Board recommended approval of a new single family home on the site of a previously approved demolition, and approval of the associated tree

removal and landscape plans. A neighbor expressed concerns about clearing of the site and potential drainage impacts to his property and requested that efforts be made to minimize the impact of construction activity on his property. The Board directed that during the City Engineer's review of the grading and drainage plans, careful consideration be given to properly directing stormwater to avoid impacts to the neighboring home. (Board vote: 6-0, approved)

950 N. Western Avenue – The Building Review Board recommended approval of storefront alterations including refacing the building and modifications to the windows, updated signage and lighting, and landscape enhancements at the Westwood Center commercial development. (Board vote: 6-0, approved)

The Ordinances approving the petitions as recommended by the Building Review Board, with key exhibits attached, are included in the Council packet beginning on **page 75**. 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 in accordance with the Building Review Board's recommendation.

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

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

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

1165 W. Deerpath – The Zoning Board of Appeals recommended approval of a variance from the side yard setback to allow construction of a rear addition in alignment with the existing house. This petition was also considered by the Building Review Board as detailed in the previous agenda item. No public testimony was presented to the Board on this petition. (Board vote: 7 - 0, approved)

The Ordinance approving the petition as recommended by the Zoning Board of Appeals, with key exhibits attached, is included in the Council packet beginning on **page 111**. The Ordinance, complete with all exhibits, is available for review in the Community Development Department.

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

**14. Consideration of an Ordinance Approving a Recommendation from the Historic Preservation Commission. (First Reading and if Desired by the City Council, Final Approval)**

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



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

921 E. Westminster – The Historic Preservation Commission recommended approval of a rear addition to the existing residence and approval of the associated building scale variance subject to refinement of the window sizes on the addition to achieve more consistency with the windows on the existing house. No testimony was presented to the Commission on this petition. (Approved 7-0)

The ordinance approving the petition, with key exhibits attached, is included in the Council's packet beginning on **page 117**. The Ordinance, with complete exhibits, is available for review in the Community Development Department.

**COUNCIL ACTION:** If determined to be appropriate by the City Council, waive first reading and grant final approval of the Ordinance approving the petition in accordance with the Historic Preservation Commission's recommendation

**15. Authorization for the City Manager to enter into a three-year Professional Services Agreement with Lake County Press, Inc. in an amount not to exceed \$26,760.00 per fiscal year for professional services related to the printing and mailing of the City Dialogue Community-Wide Newsletter.**

STAFF CONTACT: *Octavius Hayes Jr., Management Intern, (847-810-3677)*

**PURPOSE AND ACTION REQUESTED:** City staff requests approval for the City Manager to enter into a professional services agreement ("Agreement") with Lake County Press, Inc. for a three-year period to provide professional printing services for the City Dialogue Community-Wide Newsletter. The Agreement would run from Fiscal Year 2020 through Fiscal Year 2023. The annual cost of the agreement is estimated at \$26,760.00 per year.

**BACKGROUND/DISCUSSION:** The City of Lake Forest regularly contracts with outside service providers to perform professional printing services for various projects including the quarterly Dialogue Newsletter, Recreation Seasonal Brochure, and the Dickinson Hall News Brief, which are produced and delivered throughout the community.

In summer 2018, the City issued a professional printing services RFP for the City Dialogue Community-Wide Newsletter, which was released to approximately 20 professional printers in the area, posted on the City's website, and published in the Lake County News Sun. On August 2, 2018, nine submittals were received and a selection committee, comprised of City staff, was formed to review for compliance and evaluation.

After careful consideration, Lake County Press, Inc., the City's current vendor, was recommended as the successful bidder and the City Manager was given approval by City Council on October 15, 2018 to enter into a professional service agreement for the remainder of FY2019.

City Staff is requesting City Council approval to enter into a three-year service agreement with Lake County Press, Inc., to authorize the continued printing and delivery of the quarterly Dialogue Newsletter.

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

Below is an estimated summary of Project budget:

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
City Council – Printing/Stationary	\$28,500.00	\$26,760.00	Yes

The agreement with Lake County Press was intended to be for a period of one fiscal year, with the option of two additional, one-year terms. The FY2020 Annual Budget includes an annual allocation of \$28,500.00. The amount requested of \$26,760 is within the amount budgeted, but any single project for which services exceed \$20,000 in aggregate must be separately approved by the City Council.

**COUNCIL ACTION:** Authorization for the City Manager to enter into a three-year Professional Services Agreement with Lake County Press, Inc. in an amount not to exceed \$26,760.00 per fiscal year for professional services related to the printing and mailing of the City Dialogue Community-Wide Newsletter.

**City Council Approval to Waive Competitive Bidding Requirements and Authorize the Purchase up to \$57,000 in Seed and Plant Material for the North Beach Ravine via Multiple Vendors**

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

**PURPOSE AND ACTION REQUESTED:** Staff is requesting City Council approval to purchase seed and plant material for the North Beach Ravine via multiple vendors.

**BACKGROUND/DISCUSSION:** The North Beach Ravine Project was approved in July, 2018. The project consisted of regrading various parts of the ravine, installation of larger stone to slow the flow of water, and a drop structure to manage the rate at which storm water flows from the upper to the lower end of the ravine. A majority of the project was completed in late December, 2018.

As the 2018 / 2019 winter progressed, the homeowners to the north further developed their engineering solution for the major slope failure that occurred in July, 2017. The City worked with the neighbor, allowing access for construction and tie-in locations for their storm outlets to ensure no future erosion would occur. The neighbor's soldier pile wall has been completed and some miscellaneous final grading is now occurring. Their project will be completed within the next few weeks.

Concurrent to the final stages of the neighbor's soldier pile wall, the ravine will receive its final grade and be planted. This needs to occur within the next two weeks to ensure adequate root growth and prevention of any further erosion during possible future heavy rain events. In order to accomplish this, various trees, shrubs, and small plants need to be planted. The City is following the lead and design by the landscape architect it hired for this project, P. Clifford Miller. Over the past two weeks, Mr. Miller has worked with City staff and representatives from



Keno Construction to determine final grades, materials, and most importantly, locate the exact plants that are desired for the ravine. The exact plant materials are difficult to locate and as a result, they have been sourced by over ten vendors throughout the Midwest.

Once purchased by the City, Mr. Miller will lay out the material in specific locations. City Parks and Forestry crews will then plant all seeds, shrubs, and trees. As has been indicated by Mr. Miller, it is crucial that this material be purchased and installed in the next week or two. Planting anytime past this point may jeopardize the plants' survival chances with warmer summer weather. In addition, once the plant materials are sold, there are very few other nurseries that sell such material. Therefore staff is requesting City Council approval to purchase this plant material now from multiple vendors.

#### PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	7/2/2018	Approval to Proceed w/ Design/Build Approach for Ravine Repairs
City Council	7/2/2018	Recommend Pursuing Design/Build Approach for Ravine & Bluff Repairs
Public Works Committee	12/13/2017	NBAR Design Update Provided to Committee
City Council	8/7/2017	Approval of NBAR Design Change Order
City Council	7/17/2017	Staff Provided Review of July 12 <sup>th</sup> Storm & Impacts on NBAR
City Council	3/20/2017	Approval of NBAR Design Agreement and Forest Park Monitoring Services with AECOM
Public Works Committee	3/15/2017	Approval of Forest Park Monitoring Services
Finance Committee	3/13/2017	Provided 3/1/2017 Forest Park Bluff Stability Evaluation

**BUDGET/FISCAL IMPACT:** The City had previously engaged the services of P. Clifford Miller for landscape design services. A basic design was developed and enhanced once the soldier pile wall by the neighbor was installed, site views established as motorists drive up and down the north beach access road, and final grades established from both the wall and ravine projects. The F.Y. 2020 capital improvement plan includes \$230,000 for various ravine, bluff and ditch improvements. Staff is recommending \$57,000 be used from this account to fund the purchase of the various plant materials. Remaining dollars will be utilized for various repairs of ravines and ditches that are identified throughout the fiscal year, primarily after heavy rain events.

As was previously noted, the plant materials requested to be purchased are very specific to the existing soils, views, and are native to the area. Mr. Miller and staff have spent a significant amount of time sourcing each and every plant desired for the ravine. The plant material is unique to the habitat found in ravines. Due to low demand (meaning the materials are not commonly used in residential landscaping), there are a very limited number of nurseries that grow and sell these plant materials.

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

If no, indicate the specific exception or waiver requested:

Administrative Directive 3-5, Section 9.2 – Waiver of Procedures (requires 2/3 vote)

FY2020 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund	\$230,000	\$57,000	Y

**COUNCIL ACTION:** City Council Approval to Waive Competitive Bidding Requirements and Authorize the Purchase up to \$57,000 in Seed & Plant Material for the North Beach Ravine via Multiple Vendors.

**COUNCIL ACTION:** Approval of the sixteen (16) Omnibus items as presented

**6. ORDINANCES**

**7. NEW BUSINESS**

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

1. Presentation of Fabulous Gifts and Prizes  
- Jason Wicha, City Manager
2. Final words for departing Council Members from remaining Council Members
3. Final comments from Alderman Reisenberg and Mayor Lansing

**9. ADJOURNMENT**

A copy of the Decision Making Parameters can be found beginning on **page 24** of this packet.

Office of the City Manager

May 15, 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.*

## ***RESOLUTION***

**WHEREAS, JOHN TADEL**, a Lake Forest resident and the owner of Smith's Men's Store, recently announced his upcoming retirement and the closing of his store; and

**WHEREAS, JOHN** has served the community as first an employee and later the owner of Smith's Men's Store over the course of 47 years; and

**WHEREAS, JOHN**, through his careful selection and offering of high quality men's wear, assured that generations of Lake Forest residents were "dressed to impress" for work, school, recreational activities and many special events including the Lake Forest High School prom; and

**WHEREAS, JOHN**, despite changing retail trends, remained loyal to our community owning and operating Smith's Men's Store for decades; and

**WHEREAS, JOHN** offered not only a personalized shopping experience, but also friendship to all who entered his store; and

**WHEREAS, JOHN** and Smith's Men's Store will be missed and remembered; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST** that the Council, on behalf of the entire community hereby expresses its sincere appreciation and gratitude to **JOHN TADEL** for a public service faithfully and selflessly performed and extends our best wishes to **JOHN** in retirement; and

**BE IT FURTHER RESOLVED** that the City Clerk be and hereby is instructed to deliver a copy of this resolution duly signed by the Mayor to **JOHN TADEL** on this 20<sup>TH</sup> day of May, 2019.

Adopted by the City Council of  
The City of Lake Forest on motion of  
Alderman\_\_\_\_\_,  
seconded by Alderman\_\_\_\_\_  
and carried unanimously this 20th day of May, 2019.

**FIRST AMENDMENT TO RESTATED AGREEMENT  
RELATING TO THE GORTON PROPERTY**

**THIS FIRST AMENDMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **THE CITY OF LAKE FOREST**, an Illinois charter and home rule municipal corporation (the “*City*”), and the **GORTON COMMUNITY CENTER**, an Illinois not-for-profit corporation (“*GCC*”);

**W I T N E S S E T H:**

**WHEREAS**, the City is the owner of certain real property at the site of the former Gorton School located at 400 East Illinois Road in Lake Forest, Illinois (“*Property*”); and

**WHEREAS**, the Property is improved with a building operated as a community center for the purposes of promoting activities of public interest and bringing together organizations for the benefit and enjoyment of the entire Lake Forest community; and

**WHEREAS**, GCC is a not-for-profit entity with its own board of directors; and

**WHEREAS**, on July 1, 2013, the City and GCC entered into that certain Restated Agreement Relating to the Gorton Property (“*Agreement*”) to fully define their respective roles and responsibilities to each other and with respect to the Property, including the terms and conditions for the development, use, operation, and management of the Property; and

**WHEREAS**, the Agreement allows the City to appoint a varying number of members to the GCC board of directors and requires GCC to annually budget a certain amount of funds for the upkeep, maintenance, repair, and replacement of building systems; and

**WHEREAS**, the City and GCC now desire to amend the Agreement to, among other things, a) modify the number of City-appointed directors on the GCC board of directors and b) describe the required sharing of GCC’s financial information with the City, as more fully set forth in this First Amendment;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements set forth below and other good and valuable consideration, the sufficiency of which the parties hereto acknowledge, the parties hereby agree to amend the Agreement as follows:

**Section 1.**     **Recitals.** The foregoing recitals are material to this First Amendment and are incorporated therein as if fully set forth in this Section 1.

**Section 2.**     **Amendment to Subsection 10.B.** Subsection 10.B, entitled “Reports,” of Section 10, entitled “Finances,” is hereby amended as follows:

“B.     Reports. The GCC shall submit to the City Audit Committee, on an annual basis, (i) an audited financial statement undertaken in accordance with generally accepted accounting principles of the GCC’s most recently completed fiscal year, (ii) a status report on fundraising receipts for the benefit of GCC, and (iii) a report or reports regarding the GCC’s maintenance, operation, and repair activities on the Property (including the amounts expended on such activities).”

**Section 3. Amendment to Subsection 10.C.** Subsection C, entitled “Budget Review and Approval,” of Section 10, entitled “Finances,” is hereby amended as follows:

“C. Budget Review and Approval.

1. Amendment to GCC’s By-Laws. As soon as practical after the signing of the First Amendment, GCC agrees to amend its by-laws (the “***GCC By-Laws***”) to provide that the City shall have the right to appoint three of the GCC board of directors (“***GCC Board***”) (which members appointed by the City shall hereinafter be referred to as the “***City GCC Board Members***”). The City GCC Board Members shall serve three-year terms, which terms may be renewed in the discretion of the City Council for one additional three-year term. The City GCC Board Member position Description is attached as Exhibit A. The GCC By-Laws shall also continue to provide for a sub-committee, known as the “***Finance and Operations Sub-Committee***,” which shall be comprised of the City GCC Board Members, the GCC Chairperson, and the GCC Treasurer. The GCC By-Laws shall further provide that: (a) the Finance and Operations Sub-Committee shall i) oversee the preparation of the annual operating and capital budgets and audit; ii) review monthly GCC financial statements and review periodically GCC’s accounting and cash management policies; iii) oversee GCC’s strategies relating to operations, staffing, building maintenance and repair, space rental, general programming, and theater programming; and iv) oversee and review a long-range financial plan for GCC; (b) the City GCC Board Members shall be full voting members of the GCC Board; (c) a City GCC Board Member shall serve as the chairman of the Finance and Operations Sub-Committee and the chair shall be a member of the GCC Executive Committee; and (d) the City Manager shall be a non-voting participant of the GCC Board. The GCC shall submit the foregoing amendment of the GCC By-Laws to the City Manager for review and written approval, and, following such approval, the GCC shall not further amend the GCC By-Laws in any way that alters, directly or indirectly, the amendments set forth in this Section 10.C.1.

2. City Director Appointment. Following the approval of the amendments to the GCC By-Laws as set forth in Section 10.C.1 of this Agreement, the Membership Committee, with the approval of the City Manager, shall realign the GCC Board to result in its having three City GCC Board Members (from among those that are currently City Directors or newly appointed City Directors).

3. Annual Budget.

- a. On an annual basis, the Finance and Operations Sub-Committee and the GCC Executive Director (who shall report to the GCC Board) shall submit to the City Audit Committee for review and approval, the GCC's annual budget and plans

for the use of and programming at the Property (the “**Annual Budget and Plan**”). The Annual Budget and Plan shall set forth, *inter alia*, fees and charges for the use and occupancy of the Property, as well as projected additional revenues and expenditures, and identification of specific programs and occupants (to the extent known) of various spaces within the Property. The Annual Budget and Plan shall also include at least the "Minimum Annual GCC Maintenance Investment" (as hereinafter defined). In addition, the Annual Budget and Plan shall include a five-year financial forecast.

- b. In connection with the City's review of the Annual Budget and Plan, the Parties shall review the capital needs of the Building for a five-year period, capital budgets of GCC and the City, the maintenance contracts of the GCC, as well as any adjustments that may be appropriate to the "Listing of Infrastructure Replacement Responsibilities" (as hereinafter defined). Nothing in this Section 10 precludes the GCC from seeking contributions from the City for any significant Building infrastructure costs that the GCC has incurred or anticipates incurring as part of the Annual Budget and Plan process.
- c. Following such review (which may include interim comments with suggested revisions to the Annual Budget and Plan), the City shall submit its recommendation for approval, approval with modification, or rejection of the Annual Budget and Plan to the full City Council. The City Council shall have the right to approve, approve subject to modifications, or reject the Annual Budget and Plan.
- d. The GCC shall only be authorized to use and occupy the Property in accordance with an approved Annual Budget and Plan. In the event that the City Council does not approve an Annual Budget and Plan as presented by the GCC, the GCC shall only be authorized to Operate and occupy the Property in accordance with the Annual Budget and Plan last approved by the City Council [subject to rate adjustments not exceeding the change in the Consumer Price Index as defined in 35 ILCS 200/18-185 (the “**CPI**”) since the Effective Date of this Agreement].
- e. The Finance and Operations Sub-Committee shall from time-to-time establish guidelines for the GCC regarding the contents of such Annual Budget and Plan, including a timetable for its submission to and review by the City, which



guidelines shall be subject to the approval of the City Manager.”

**Section 4. Amendment to Section 10.D.1.b., GCC Maintenance Obligations.** Subparagraph b of Paragraph 1, entitled “GCC’s Responsibilities,” of Subsection D, entitled “Upkeep, Maintenance, Repair and Replacement,” of Section 10, entitled “Finances,” is hereby amended as follows:

- “b. With respect to the upkeep, maintenance, repair, and replacement of the HVAC, elevator, electrical, plumbing, and fire suppression and alarm systems (but not replacement of lighting and plumbing fixtures) in the Building and any accessory buildings and structures on the Property (collectively, the “***GCC Maintenance Obligations***”), GCC shall be required to include in its Annual Budget and Plan sufficient funding to satisfy the GCC Maintenance Obligations each year. In any year in which GCC’s endowment falls below \$2,000,000.00. GCC shall be required to include in its Annual Budget and Plan at least \$25,000.00 in that year, which amount must be maintained each year until the GCC’s Endowment again reaches \$2,000,000.00 (“***GCC Maintenance Reserve***”). To the extent GCC does not expend the approved maintenance funding to satisfy the GCC Maintenance Obligations in any fiscal year, such remaining amount shall be placed in a separate account (the “***GCC Maintenance Reserve***”), which GCC Maintenance Reserve (plus any interest earned thereon) shall be used only for satisfying GCC Maintenance Obligations. If, in any year, the cost of the GCC Maintenance Obligations exceeds the maintenance funding amount included in the approved Annual Budget and Plan, then GCC shall use such moneys that are available in the GCC Maintenance Reserve to undertake any necessary GCC Maintenance Obligations.

To the extent the GCC undertakes repair work on the Property for which the City receives proceeds under an applicable insurance policy or similar coverage, the City shall reimburse the GCC for its actual repair costs, but in no event more than the insurance proceeds that the City has actually received. Any such reimbursement amounts shall be deposited in the GCC Maintenance Reserve if it is in place per the preceding paragraph.

Notwithstanding the GCC’s obligations pursuant to this Section 10.D.1, the GCC shall not be required to undertake any GCC Maintenance Obligations in excess of the amounts set forth in the approved Annual Budget and Plan.”

**Section 5. Remaining Provisions.** The terms and provisions of the Agreement not specifically modified by this Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this Amendment.

**IN WITNESS WHEREOF**, the City and GCC have executed this Amendment as of the date first above written.

GORTON COMMUNITY CENTER, an  
Illinois not-for-profit corporation

ATTEST:

\_\_\_\_\_

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

Its: \_\_\_\_\_

THE CITY OF LAKE FOREST, an Illinois  
municipal corporation

ATTEST:

\_\_\_\_\_

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

Its: \_\_\_\_\_

## **Exhibit A**

### **City GCC Board Member Position Description**

A Gorton Community Center (sometimes abbreviated “GCC”) City of Lake Forest (“City”) Director (also referred to as a “City GCC Board Member”) is appointed to the Gorton Board of Directors by the City Mayor with the concurrence of the City Council for a term of three years and up to two terms.

### **City GCC Board Members**

A City GCC Board Member shall be a full voting member of the GCC Board of Directors, the Finance Committee and such other committees as appointed to by the Board President.

A City GCC Board Member is expected to:

- a. Devote special attention to the interests of the City in maintaining a viable and financially sound institution that operates for the benefit of the City and neighboring communities.
- b. Participate in Gorton’s finance and operations strategies to include:
  1. oversee the preparation of the annual operating and capital budgets and audit;
  2. review monthly Gorton’s financial statements and review periodically Gorton’s accounting and cash management policies;
  3. oversee Gorton’s strategies relating to operations, staffing, building maintenance and repair, space rental, general programming, and theater programming; and
  4. oversee and review a long-range financial plan for Gorton.
- c. Bring to the attention of the GCC Board any matters related to the governance of the Gorton Community Center that may be detrimental to the City. If the City GCC Board Member feels that GCC Board action on the matter (whether action on the matter is taken or not taken) is insufficient, the City GCC Board Member shall bring the matter to the attention of the Finance Committee Chair of the City Council.

### **City GCC Board Members Qualifications**

Qualifications for a City GCC Board Member should include:

- Strong communication skills
- Knowledge of finance and organization management
- No conflicts of interest with GCC operations

And may include:

- Experience serving on other non-profit boards or City boards and commissions
- Non-profit management experience
- Specialized knowledge of GCC services and operational requirements

**FIRST AMENDMENT TO RESTATED AGREEMENT  
RELATING TO THE GORTON PROPERTY**

**THIS FIRST AMENDMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **THE CITY OF LAKE FOREST**, an Illinois charter and home rule municipal corporation (the "**City**"), and the **GORTON COMMUNITY CENTER**, an Illinois not-for-profit corporation ("**GCC**");

**W I T N E S S E T H:**

**WHEREAS**, the City is the owner of certain real property at the site of the former Gorton School located at 400 East Illinois Road in Lake Forest, Illinois ("**Property**"); and

**WHEREAS**, the Property is improved with a building operated as a community center for the purposes of promoting activities of public interest and bringing together organizations for the benefit and enjoyment of the entire Lake Forest community; and

**WHEREAS**, GCC is a not-for-profit entity with its own board of directors; and

**WHEREAS**, on July 1, 2013, the City and GCC entered into that certain Restated Agreement Relating to the Gorton Property ("**Agreement**") to fully define their respective roles and responsibilities to each other and with respect to the Property, including the terms and conditions for the development, use, operation, and management of the Property; and

**WHEREAS**, the Agreement allows the City to appoint a varying number of members to the GCC board of directors and requires GCC to annually budget a certain amount of funds for the upkeep, maintenance, repair, and replacement of building systems; and

**WHEREAS**, the City and GCC now desire to amend the Agreement to, among other things, a) modify the number of City-appointed directors on the GCC board of directors and b) describe the required sharing of GCC's financial information with the City, as more fully set forth in this First Amendment;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements set forth below and other good and valuable consideration, the sufficiency of which the parties hereto acknowledge, the parties hereby agree to amend the Agreement as follows:

**Section 1.**     **Recitals.** The foregoing recitals are material to this First Amendment and are incorporated therein as if fully set forth in this Section 1.

**Section 2.**     **Amendment to Subsection 10.B.** Subsection 10.B, entitled "Reports," of Section 10, entitled "Finances," is hereby amended as follows (additions shown in **bold and double-underline**; deletions shown ~~struck-through~~):

**B.**     **Reports.** The GCC shall submit to the City **Audit Committee**, on an annual basis, (i) an audited financial statement undertaken in accordance with generally accepted accounting principles of the GCC's most recently completed fiscal year, (ii) a status report on fundraising receipts for the benefit of GCC, and

(iii) a report or reports regarding the GCC's maintenance, operation, and repair activities on the Property (including the amounts expended on such activities)."

**Section 3. Amendment to Subsection 10.C.** Subsection C, entitled "Budget Review and Approval," of Section 10, entitled "Finances," is hereby amended as follows (additions shown in **bold and double-underline**; deletions shown ~~struck through~~):

**C. Budget Review and Approval.**

1. **Amendment to GCC's By-Laws.** As soon as practical after the signing of **the First Amendment** ~~this Agreement~~, GCC agrees to amend its by-laws (the "**GCC By-Laws**") to provide that the City shall have the right to appoint ~~the greater of five or one third~~ **three** of the GCC board of directors ~~then holding office~~ ("**GCC Board**") (which members appointed by the City shall hereinafter be referred to as the "**City GCC Board Members**"). The City GCC Board Members shall serve ~~two-year~~ **three-year** terms, which terms may be renewed in the discretion of the City Council **for one additional three-year term. The City GCC Board Member position Description is attached as Exhibit A.** The GCC By-Laws shall also ~~be amended to provide~~ **continue to provide** for a sub-committee, known as the "**Finance and Operations Sub-Committee**," which shall be comprised of the City GCC Board Members, the GCC Chairperson, and the GCC Treasurer. The GCC By-Laws shall further provide that: (a) the Finance and Operations Sub-Committee shall **i) oversee the preparation of the annual operating and capital budgets and audit; ii) review monthly GCC financial statements and review periodically GCC's accounting and cash management policies; iii) oversee GCC's strategies relating to operations, staffing, building maintenance and repair, space rental, general programming, and theater programming; and iv) oversee and review a long-range financial plan for GCC;** ~~perform all duties and responsibilities currently performed by the City's Gorton Community Center Commission;~~ (b) the City GCC Board Members shall be full voting members of the GCC Board; (c) **a City GCC Board Member shall serve as** the chairman of the Finance and Operations Sub-Committee **and the chair** shall be a member of the GCC Executive Committee; and (d) the City Manager shall be a non-voting participant of the GCC Board. The GCC shall submit the foregoing amendment of the GCC By-Laws to the City Manager for review and written approval, and, following such approval, the GCC shall not further amend the GCC By-Laws in any way that alters, directly or indirectly, the amendments set forth in this Section 10.C.1."

2. **Gorton Commission City Director Appointment.** Following the **approval** ~~adoption~~ of the amendments to the GCC By-Laws as set forth in Section 10.C.1 of this Agreement, the **Membership Committee, with the approval of the City Manager, shall realign the GCC Board to result in its having three City GCC Board**

Members (from among those that are currently City Directors or newly appointed City Directors). ~~City shall promptly take action to dissolve the City's Gorton Community Center Commission and to appoint the City GCC Board Members. The initial City GCC Board Members may have a term of less than two years for purposes of establishing an appointment date that coincides with the term of the Mayor of the City.~~

3. Annual Budget.

- a. On an annual basis, the Finance and Operations Sub-Committee and the GCC Executive Director (who shall report to the GCC Board) shall submit to the City **Audit Committee** for review and approval, the GCC's annual budget and plans for the use of and programming at the Property (the "***Annual Budget and Plan***"). The Annual Budget and Plan shall set forth, *inter alia*, fees and charges for the use and occupancy of the Property, as well as projected additional revenues and expenditures, and identification of specific programs and occupants (to the extent known) of various spaces within the Property. The Annual Budget and Plan shall also include at least the "Minimum Annual GCC Maintenance Investment" (as hereinafter defined). **In addition, the Annual Budget and Plan shall include a five-year financial forecast.**
- b. In connection with the City's review of the Annual Budget and Plan, the Parties shall review the capital needs of the Building **for a five-year period**, capital budgets of GCC and the City, the maintenance contracts of the GCC, as well as any adjustments that may be appropriate to the "Listing of Infrastructure Replacement Responsibilities" (as hereinafter defined). Nothing in this Section 10 precludes the GCC from seeking contributions from the City for any significant Building infrastructure costs that the GCC has incurred or anticipates incurring as part of the Annual Budget and Plan process.
- c. Following such review (which may include interim comments with suggested revisions to the Annual Budget and Plan), the City shall submit its recommendation for approval, approval with modification, or rejection of the Annual Budget and Plan to the full City Council. The City Council shall have the right to approve, approve subject to modifications, or reject the Annual Budget and Plan.
- d. The GCC shall only be authorized to use and occupy the

Property in accordance with an approved Annual Budget and Plan. In the event that the City Council does not approve an Annual Budget and Plan as presented by the GCC, the GCC shall only be authorized to Operate and occupy the Property in accordance with the Annual Budget and Plan last approved by the City Council [subject to rate adjustments not exceeding the change in the Consumer Price Index as defined in 35 ILCS 200/18-185 (the "*CPI*") since the Effective Date of this Agreement].

- e. The Finance and Operations Sub-Committee shall from time-to-time establish guidelines for the GCC regarding the contents of such Annual Budget and Plan, including a timetable for its submission to and review by the City, which guidelines shall be subject to the approval of the City Manager."

**Section 4. Amendment to Section 10.D.1.b., GCC Maintenance Obligations.**

Subparagraph b of Paragraph 1, entitled "GCC's Responsibilities," of Subsection D, entitled "Upkeep, Maintenance, Repair and Replacement," of Section 10, entitled "Finances," is hereby amended as follows (additions shown in **bold and double-underline**; deletions shown ~~struck-through~~):

- "b. With respect to the upkeep, maintenance, repair, and replacement of the HVAC, elevator, electrical, plumbing, and fire suppression and alarm systems (but not replacement of lighting and plumbing fixtures) in the Building and any accessory buildings and structures on the Property (collectively, the "*GCC Maintenance Obligations*"), **GCC shall be required to include in its Annual Budget and Plan sufficient funding to satisfy the GCC Maintenance Obligations each year. In any year in which GCC's endowment falls below \$2,000,000.00.** GCC shall be required to include in its Annual Budget and Plan at least \$25,000.00 **per in that year, which amount must be maintained each year until the GCC's Endowment again reaches \$2,000,000.00 ("GCC Maintenance Reserve").** ~~shall be reviewed and adjusted during every even-numbered anniversary year of this Agreement by mutual agreement of the Parties; provided that, if the Parties cannot mutually agree to an adjusted amount, then the annual amount shall be adjusted to reflect the change in the CPI since the Effective Date of this Agreement (the "*Minimum Annual GCC Maintenance Investment*").~~ To the extent GCC does not expend **the approved maintenance funding** ~~the Minimum Annual GCC Maintenance Investment~~ to satisfy the GCC Maintenance Obligations in any fiscal year, such remaining amount of the ~~Minimum Annual GCC Maintenance Investment~~ shall be placed in a separate account (the "*GCC Maintenance Reserve*"), which GCC Maintenance Reserve (plus any interest earned thereon) shall be used only for satisfying GCC Maintenance Obligations. If, in any year, the cost of the GCC Maintenance Obligations exceeds the

~~Minimum Annual GCC Maintenance Investment (or such greater~~  
**maintenance funding** amount ~~that may be~~ included in the **approved**  
Annual Budget and Plan), then GCC shall use such moneys that are  
available in the GCC Maintenance Reserve to undertake any necessary  
GCC Maintenance Obligations.

To the extent the GCC undertakes repair work on the Property for which  
the City receives proceeds under an applicable insurance policy or similar  
coverage, the City shall reimburse the GCC for its actual repair costs, but  
in no event more than the insurance proceeds that the City has actually  
received. Any such reimbursement amounts shall be deposited in the GCC  
Maintenance Reserve **if it is in place per the preceding paragraph**.

Notwithstanding the GCC's obligations pursuant to this Section 10.D.1,  
the GCC shall not be required to undertake any GCC Maintenance  
Obligations in excess of the amounts set forth in the **approved** Annual  
Budget and Plan (~~which shall not be less than the Minimum Annual GCC  
Maintenance Investment~~) and ~~amounts available in the GCC Maintenance  
Reserve.~~"

**Section 5. Remaining Provisions.** The terms and provisions of the Agreement not  
specifically modified by this Amendment shall remain in full force and effect and shall not be  
construed to have been modified, waived, discharged or otherwise altered by this Amendment.

**IN WITNESS WHEREOF**, the City and GCC have executed this Amendment as of the  
date first above written.

GORTON COMMUNITY CENTER, an  
Illinois not-for-profit corporation

ATTEST:

\_\_\_\_\_

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

Its: \_\_\_\_\_

THE CITY OF LAKE FOREST, an Illinois  
municipal corporation

ATTEST:

\_\_\_\_\_

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

Its: \_\_\_\_\_



## **Exhibit A**

### **City GCC Board Member Position Description**

A Gorton Community Center (sometimes abbreviated “GCC”) City of Lake Forest (“City”) Director (also referred to as a “City GCC Board Member”) is appointed to the Gorton Board of Directors by the City Mayor with the concurrence of the City Council for a term of three years and up to two terms.

### **City GCC Board Members**

A City GCC Board Member shall be a full voting member of the GCC Board of Directors, the Finance Committee and such other committees as appointed to by the Board President.

A City GCC Board Member is expected to:

- a. Devote special attention to the interests of the City in maintaining a viable and financially sound institution that operates for the benefit of the City and neighboring communities.
- b. Participate in Gorton’s finance and operations strategies to include:
  1. oversee the preparation of the annual operating and capital budgets and audit;
  2. review monthly Gorton’s financial statements and review periodically Gorton’s accounting and cash management policies;
  3. oversee Gorton’s strategies relating to operations, staffing, building maintenance and repair, space rental, general programming, and theater programming; and
  4. oversee and review a long-range financial plan for Gorton.
- c. Bring to the attention of the GCC Board any matters related to the governance of the Gorton Community Center that may be detrimental to the City. If the City GCC Board Member feels that GCC Board action on the matter (whether action on the matter is taken or not taken) is insufficient, the City GCC Board Member shall bring the matter to the attention of the Finance Committee Chair of the City Council.

### **City GCC Board Members Qualifications**

Qualifications for a City GCC Board Member should include:

- Strong communication skills
- Knowledge of finance and organization management
- No conflicts of interest with GCC operations

And may include:

- Experience serving on other non-profit boards or City boards and commissions
  - Non-profit management experience
  - Specialized knowledge of GCC services and operational requirements
- 4841-4043-4070, v. 1

The City of Lake Forest  
CITY COUNCIL  
***Proceedings of the Monday, April 15, 2019***  
City Council Meeting - City Council Chambers

CALL TO ORDER AND ROLL CALL: Honorable Mayor Lansing called the meeting to order at 7:25pm, and the City Clerk, Margaret Boyer called the roll of Council members.

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

Absent: None

**CALL TO ORDER AND ROLL CALL**

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

**REPORTS OF CITY OFFICERS**

Mayor Lansing asked for a motion to adjourn into executive session.

- 1. EXECUTIVE SESSION pursuant to 5ILCS 120/2 (c), (5), The City Council will be discussing the purchase or lease of real property for the use of the public body.**

Alderman Rummel made a motion to adjourn into executive session pursuant to 5 ILCS 120/2 (c), (5), The City Council will be discussing the purchase or lease of real property for the use of the public body, seconded by Alderman Moreno. The following voted "Aye": Alderman Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

**Adjournment into Executive Session** at 7:26 pm.

**Reconvene into Regular Session** at 7:53 pm.

**COMMENTS BY MAYOR**

Mayor Lansing made the following appointments.

**A. 2018-2019 Board and Commission Appointments/Reappointments**

**SENIOR RESOURCE COMMISSION**

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Gale Strenger Wayne	Appoint as Chair	3
Mary Jo Davis	Reappoint	LB
Thomas Sullivan	Reappoint	3

Mark Dewart	Appoint	LB
-------------	---------	----

**COUNCIL ACTION: Approve the Mayors Appointments and Reappointments**

Mayor Lansing asked for a motion. Alderman Beidler made a motion to approve the Mayors appointments and reappointments, seconded by Alderman Preschlack. Motion carried unanimously by voice vote.

**COMMENTS BY CITY MANAGER**

City Manager Jason Wicha introduced Joe Mobile, Superintendent of Recreation. Mr. Mobile reviewed the planned 2019 Lakefront Operational Procedures in light of the Hughes Gateway/North Beach Access Road project that will continue through the end of the summer.

The City Council had discussion on communications regarding parking, beach passes, shuttle services and life safety issues.

Director of Public Works, Michael Thomas gave an overview of work has been done to date.

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

**COUNCIL ACTION: Approval of the 2019 Lakefront Operational Procedures**

Alderman Rummel made a motion to approve the 2019 Lakefront operational procedures, seconded by Alderman Beidler. The following voted "Aye": Alderman Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

**COMMITTEE REPORTS**

**FINANCE COMMITTEE**

**1. GFOA Award Presentation**

Alderman James Morris, Finance Committee Chairman reported that the City recently received notification that it has once again been awarded the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for its FY18 Comprehensive Annual Financial Report. The City has received this prestigious award for the 40<sup>th</sup> consecutive year.

In addition to the Certificate of Achievement, an Award of Financial Reporting Achievement is presented by the GFOA to the individual designated as instrumental in their government unit's achievement of the Certificate. Finance Chair Morris presented this award to Diane Hall, Assistant Finance Director.

**2. Approval of the Comprehensive Fiscal Plan for FY2020**

James Morris, Finance Committee Chairman introduced Finance Director Elizabeth Holleb. Ms. Holleb reported that the approval of the comprehensive fiscal plan for FY 2020 is more than a budget; it is actually a five-year financial forecast. She stated City Council Finance Committee has reviewed various components of the Comprehensive Fiscal Plan for FY2020 at several public meetings over the past seven months. She gave an overview of the plan for FY2020. Ms. Holleb reported that this is the first year that it was posted on the city's website. Ms. Holleb reported that the following changes have been made to the budget figures since the March 11 Finance Committee meeting, Compensation adjustments are now reflected within the

operating department budgets for all funds; FY20 Transfer from General Fund to Capital Fund increased from \$500,000 to \$1.5 million; South Park improvements and corresponding grant revenue has been added; Transfer from Parks and Recreation Fund to Golf Course Fund has been revised with the \$235,000 loan being moved from FY20 to FY19; and she gave a review of other key highlights.

Mayor Lansing if there is an asked if there was anyone who wanted to speak on the topic.

Dennis Meulemans, 1100 Sir William Lane, spoke to the City Council in regards to budget questions and offered solutions.

The City Council had discussion. Mayor Lansing again asked if there was anyone from the public who wanted to comment. Seeing none, he asked for a motion.

**COUNCIL ACTION: Approval of the Comprehensive Fiscal Plan for Fiscal Year 2020**

Alderman Morris made a motion to Approval of the Comprehensive Fiscal Plan for Fiscal Year 2020, seconded by Alderman Preschlack. The following voted "Aye": Alderman Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

**3. Annual Vendor Approval**

Elizabeth Holleb, Finance Director reported that on September 19, 2011, the City Council approved Code amendments revising the method for approving vendors. Consistent with the revised policy, payments for services provided on an unspecified ongoing basis exceeding \$20,000 annually in aggregate are to be approved by the City Council as part of the budget process. The attached list provides the vendors approved for FY2016-FY2019 as well as the recommendations submitted for City Council approval for FY2020. Additionally, City Council will continue to approve any single purchase over \$20,000 as specified in Chapter 38 of the City Code.

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

**COUNCIL ACTION: Approval of the attached list of vendors for Fiscal Year 2020.**

Alderman Preschlack made a motion to Approval of the Comprehensive Fiscal Plan for Fiscal Year 2020, seconded by Alderman Beidler. The following voted "Aye": Alderman Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

**4. Approval of Revisions to City's Pension Funding Policy**

Alderman James Morris, Finance Committee Chairman and Elizabeth Holleb, Finance Director reported that Staff requests approval of revisions to the City's Pension Funding Policy defining the manner in which the City funds long-term costs of pension benefits. The proposed revisions have no immediate financial impact to the City but instead reflect the City's intent to phase in an open amortization period.

The City Council had discussion.

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

**COUNCIL ACTION: Approval of revisions to the City's Pension Funding Policy.**

Alderman Reisenberg made a motion of Approval of revisions to the City's Pension Funding Policy, seconded by Alderman Moreno. The following voted "Aye": Alderman Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 8- Ayes, 0 Nays, motion carried.

**5. Resolution in Support of Senate Bill 1111 and House Bill 1571**

PRESENTED BY: *Alderman James Morris, Finance Committee Chairman*

**Alderman Morris briefly reported that the City's** Pension Subcommittee recommends approval of a Resolution in support of Senate Bill 1111 and House Bill 1571. The Illinois Municipal League (IML) has submitted a number of pension reform proposals for consideration by the 101<sup>st</sup> General Assembly. The Pension Subcommittee is concerned that while some of these proposals are designated as pension reform, they simply defer the existing obligations and will exacerbate the pension funding challenges for local municipalities.

**COUNCIL ACTION: Approval of the Proposed Resolution**

<b>OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL ON NON-AGENDA ITEMS</b>
---------------------------------------------------------------------------------

<b>ITEMS FOR OMNIBUS VOTE CONSIDERATION</b>
---------------------------------------------

1. Approval of the April 1, 2019 City Council Meeting Minutes
2. Consideration of Approval only of Executive Session minutes to include the dates of 4/16/18, 5/30/18, 6/4/18, 6/18/18, 7/2/18, 9/4/18, and 3/18/19
3. Approval of a Resolution of Appreciation for Retiring Members of Boards and Commissions
4. Approval of North Suburban Special Recreation Association (NSSRA) Resolution authorizing the Acquisition of Certain Property
5. Approval of Wright Benefit Strategies Benefit Consulting Services for Fiscal Year 2020
6. Approval of a Resolution Reallocating 2019 Volume Cap to the Village of Buffalo Grove, Illinois
7. Authorization for the City Manager to enter into an Agreement with William Schelhas Media Services, LLC In an Amount not to exceed \$29,250 for Professional Services Related to the Operation of the City's Public, Educational and Government Access Cable Television Services.
8. Approval of the Public Works Committee Recommendation to Award a Bid for the Lowest Responsive and Responsible Bidder for the Old Elm Storm Sewer and Forest Hill Water Main

**Project, to Bolder Contractors in the Amount of \$1,548,140. In Addition, a 10% Contingency is Requested for Any Unforeseen Construction Issues that May Arise During the Project.**

- 9. Approval to Extend the 2018 Sanitary Sewer Inflow/Infiltration Testing Program Bid Pricing to RJN Group in the Amount Not-To-Exceed \$70,323**
- 10. Award of Bid to Hoerr Construction for the Annual Sewer Lining Program in the Amount of \$250,000**
- 11. Approval of a Resolution to Adopt the Des Plaines River Watershed-Based Plan**
- 12. Approval of a Three-Year Professional Services Agreement for the City Surveyor and Engineer to GeWalt Hamilton in an Estimated Annual Amount of \$43,000**
- 13. Approval of a Three-Year Commitment to Provide Financial and In-Kind Staffing Support to the Friends of Lake Forest Parks & Recreation Foundation in an Amount not to Exceed \$45,000 Per Year**
- 14. Authorization for the City Manager to enter into a Contract with Brandstorm in an amount not to exceed \$24,000 for Professional Services related to the implementation of the Community Marketing Plan Continuation in FY20**

**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.

The City Council had discussion on items # 5 and 14. Mayor Lansing again asked members of the Council if they would like to remove any item or take it separately. Seeing none, Mayor Lansing asked for a motion to approve the fourteen (14) Omnibus items as presented.

Alderman Preschlack made a motion to approve the fourteen (14) Omnibus items as presented, seconded by Alderman Moreno. The following voted "Aye": Aldermen Beidler, Morris, Newman, Rummel, Reisenberg, Preschlack, Moreno and Buschmann. The following voted "Nay": None. 8- 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.*

<b>ORDINANCES</b>
-------------------

<b>NEW BUSINESS</b>
---------------------

<b>ADDITIONAL ITEMS FOR COUNCIL DISCUSSION/COMMENTS BY COUNCIL MEMBERS</b>
----------------------------------------------------------------------------

<b>ADJOURNMENT</b>
--------------------

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 9:34 pm.

Respectfully Submitted  
Margaret Boyer, City Clerk

*Proceedings of the Monday, April 15, 2019  
Regular City Council Meeting*

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

THE CITY OF LAKE FOREST

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING ASSIGNMENT OF CONSERVATION EASEMENT  
RELATING TO PORTIONS OF THE MCCORMICK RAVINE**

**WHEREAS**, The City of Lake Forest (the "**City**") is the owner of certain real property along Sheridan Road in southeast Lake Forest within the area commonly known as the McCormick Ravine (the "**Ravine Property**"); and

**WHEREAS**, Lake Forest Open Lands Association ("**LFOLA**") is a nationally-accredited, non-profit, and community-based land trust incorporated in 1967 whose mission is to be an independently-funded conservation and education organization devoted to the acquisition and stewardship of natural landscapes and to ensuring all generations have a meaningful, lasting connection to nature and the land; and

**WHEREAS**, the City and LFOLA previously entered into a "Master Land Transfer Agreement" dated September 15, 2015 and a "First Amendment to Master Land Transfer Agreement" dated December 7, 2018 (collectively, the "**Master Agreement**") that sets forth terms relating to the enhancement of the Ravine Property and the transfer of various parcels between the City and the LFOLA, including portions of the Ravine Property, to further the conservation, restoration, maintenance, and protection of such lands; and

**WHEREAS**, the Master Agreement provides that LFOLA may assign its rights to its affiliate, the Lake Forest Land Foundation ("**LFLF**"); and

**WHEREAS**, consistent with the Master Agreement, the City and LFLF entered



into a "Grant of Conservation Right and Easement" dated January 24, 2019 (the "**Conservation Easement**"), a copy of which is attached hereto as Exhibit A, sans exhibits; and

**WHEREAS**, Section 17 of the Conservation Easement provides that it may be assigned with the City's approval, and that such approval shall not be unreasonably withheld; and

**WHEREAS**, LFLF desires to assign the Conservation Easement back to LFOLA, pursuant to the "Assignment and Assumption of Conservation Right and Easement," ("**Conservation Easement Assignment**") a copy of which is attached hereto as Exhibit B; and

**WHEREAS**, the Mayor and City Council have determined that it is in the best interests of the City and its residents to approve the Conservation Easement Assignment;

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

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

**SECTION 2: Conservation Easement Assignment Approval; Authorization.**  
The City Council hereby authorizes the City Manager to execute the Conservation Easement Assignment on behalf of the City.

**SECTION 3:** This resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

AYES ( )

NAYS ( )

ABSENT ( )

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

---

Mayor

ATTEST:

---

City Clerk

**EXHIBIT A**

**Conservation Easement**

This Instrument prepared by  
(and after recording return to):  
George M. Covington  
Law offices of George M. Covington LLC  
500 North Western Avenue  
Lake Forest, IL 60045

**GRANT OF CONSERVATION RIGHT AND EASEMENT**

THIS GRANT OF CONSERVATION RIGHT AND EASEMENT is made this 24<sup>th</sup> day of January, 2019, by THE CITY OF LAKE FOREST ("Grantor"), an Illinois special charter and home rule municipality whose address is 220 East Deerpath, Lake Forest, Illinois 60045 in favor of LAKE FOREST LAND FOUNDATION ("Grantee"), an Illinois not-for-profit corporation, whose address is 350 North Waukegan Road, Lake Forest, Illinois 60045.

**RECITALS**

- A. Grantor is the sole owner in fee simple of certain real property in Lake County, Illinois, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and
- B. The Property possesses natural and scenic values of great importance to Grantor, the people of Lake County and the people of the State of Illinois; and
- C. The Property consists of approximately 16 acres of open space constituting a portion of McCormick Ravine and Woods. Prior to European settlement, the Lake Michigan coastal zone was one of the most diverse ecosystems in Illinois. Within that zone, the ravine and woodland habitats bordering Lake Michigan are the most ecologically diverse, and currently threatened, features. The remnant natural communities found in McCormick Ravine host many rare species including state threatened and endangered populations. McCormick Ravine has been identified as one of the most mature and highest quality ravine ecosystems on Lake Michigan, and includes an old growth oak woodland considered one of the finest in our region; and
- D. The Property is part of the subject of a certain Master Land Transfer Agreement (as amended) between the Grantor and Grantee (the "MLTA"), which MLTA extends to Grantee certain rights to acquire title to the Property (the "Grantee Acquisition Rights"); and
- E. The Grantor currently maintains various utility lines and facilities within, under, and upon the Property, including sanitary sewers and stormwater sewers and facilities (the "Utility Uses"); and

F. The specific conservation values (the "Conservation Values") of the Property are described herein and are further documented in the materials attached hereto as Exhibit B and incorporated by this reference, which consists of maps, photographs and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which are intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

G. The Conservation Values are complemented by the utilization of the Property for camping experiences by youths of the Lake Forest community ; and

H. Grantor and Grantee have agreed as part of the MLTA to execute a "Camp Easement" (a copy of which is attached hereto as Exhibit C) in the event that Grantee exercises the Grantee Acquisition Rights, which Camp Easement authorizes certain activities and facilities relating to a community day camp (the "Camp Purposes"); and

I. Grantor intends to achieve certain purposes (the "Conservation Purposes"), including the Camp Purposes and the preservation of the Conservation Values of the Property, by the continuation of land use patterns existing at the time of this grant to preserve natural plant and animal communities and scenic areas in the region in which the Property is located; and

J. Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Purposes of the Property in perpetuity; and

K. Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder (the "Code") whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, and open space condition; and

L. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to endeavor to preserve and protect in perpetuity the Conservation Values and Conservation Purposes of the Property for the benefit of this generation and the generations to come; and

M. Grantor and Grantee have entered into a Project Partnership Agreement (the "PPA") with the United States Department of the Army for the restoration of McCormick Ravine, and Grantor and Grantee acknowledge that the PPA remains in effect and is not intended to be altered by any of the provisions herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Illinois and in particular 765 ILCS 120/1-120/6 (the "Statute"), Grantor hereby voluntarily grants and conveys to Grantee a conservation right and easement (the "Easement") in perpetuity over the Property of the nature and character and to the extent and subject to the terms hereinafter set forth, to have and to hold unto Grantee and its successors and assigns forever, and Grantor and Grantee agree.

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever predominantly in its natural, scenic, and open space condition and that any natural plant and animal communities located on the Property which are indigenous to northeastern Illinois will be preserved to the extent feasible, consistent with both the PPA and the Conservation Values and Conservation Purposes herein expressed.

2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the native flora, fauna, soils, water table and drainage patterns, and other Conservation Values and Conservation Purposes of the Property, subject to Grantor's Utility Uses and as provided for in the Camp Easement;

(b) To view the Property in its scenic and open condition at ground level from adjacent land;

(c) To enter upon the Property at reasonable times to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that, except in cases where Grantee determines that immediate entry is necessary to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior notice to Grantor, and Grantee shall not unreasonably interfere with the Utility Uses, the preservation of the Camp Purposes as provided for in the Camp Easement, or Grantor's use and quiet enjoyment of the Property in accordance with the terms of this Easement;

(d) To enforce the terms of this Easement by appropriate legal proceedings against Grantor, parties acting under, through, or with the consent of Grantor, and other third parties, so as to prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use;

(e) To place and replace during the inspections authorized above small markers to identify boundaries, corners, and other reference points on the Property, which shall not be removed by or with the permission or approval of Grantor without prior notice to and approval of Grantee;

(f) To construct trails for pedestrian use;

(g) To install small structures customarily used in nature preserves such as interpretive signage, benches, memorial rocks, kiosks, boardwalks, bridges and similar structures used to facilitate passive recreational use of the site;

(h) To maintain a fence along the entire southernmost boundary of the easement;

(i) To have access through the entire parcel for the purpose of maintaining a nature preserve which includes activities such as prescribed burning, invasive species removal and planting using ATVs, tractors and similar equipment not exceeding 14,000 pounds in Gross

Vehicle Weight Rating ("GVWR"), unless Grantee obtains prior written approval of the Grantor's City Manager of the haul route based on the Manager's reasonable discretion that best management practices for protecting the Property and the entire McCormick Ravine will be implemented;

(j) To have access through the entire parcel for the purpose of trail, boardwalk and bridge construction and maintenance on the Property and other property owned by Grantee with appropriate equipment used for such activities, but not for any vehicles exceeding 14,000 pounds GVWR, unless Grantee obtains prior written approval of the Grantor's City Manager of the haul route based on the Manager's reasonable discretion that best management practices for protecting the Property and the entire McCormick Ravine will be implemented.

None of the activities authorized pursuant to this Section 2 shall involve or result in any activity that penetrates the soil within any of the Property by more than eight inches (8") or such greater or lesser depth as may be specified as requiring a permit in The City of Lake Forest's generally applicable codes and ordinances, unless otherwise authorized by permit issued the City consistent with the terms of applicable agreements between Grantor and Grantee. Additionally, Grantee's rights hereunder are subordinate to the terms of the Camp Easement, the Utility Uses, and any requirements of federal or state statutes, laws, or regulations (the "Grantor's Reserved Uses and Activities").

3. **Prohibited Uses.** Unless otherwise expressly permitted in Sections 2 and 5.B hereof, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities on and uses of the Property are expressly prohibited, except to the extent related to Grantor's Reserved Uses and Activities:

(a) The placement or construction of any buildings whatsoever, or other structures or improvements of any kind (including, without limitation, above-ground utility lines and related facilities, lighting fixtures of any kind, sheds, yurts, screened buildings, animal enclosures, fences, roads, antennae, tennis courts, flag poles, decks, patios, irrigation systems, swimming pools, driveways, playground equipment such as swing sets or jungle gyms, signs, billboards, and parking lots and other man-made or impervious surfaces);

(b) The planting or installation of any trees or other plants or other landscape features inconsistent with the purposes of this Easement, including, without limitation, lawns, golf courses, putting greens, soccer and other ball fields, and alien or invasive plant species;

(c) Any alteration of the surface topography and hydrology of the land (including, without limitation, grading or the excavation, removal or moving of soil, sand, gravel, peat, or vegetation, except as may be necessarily required in the course of any activity expressly permitted hereunder);

(d) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant siltation or pollution of any surface or subsurface waters

(including, without limitation, any use or application of any pesticide or herbicide, except in accordance with a plan for such use or application approved in writing by Grantee);

(e) The draining, filling, diking, dredging or digging of any wetlands, ponds, water courses, floodplains, or other areas located on the Property unless expressly part of planning to enhance or protect the natural qualities of the surrounding landscape;

(f) The destruction or removal of the native flora located on the Property, except as may be expressly approved by the Grantee;

(g) The future dumping, placing or storing of trash, discarded equipment, appliances, automobiles or household items, garbage, grass clippings and other landscape waste, or other waste material;

(h) The operation or permitting to be operated of snowmobiles, motorcycles, drones, model airplanes, all-terrain vehicles or any other type of motorized vehicle on or over the Property (except for vehicles used only in connection with maintenance activities permitted hereunder or related to Grantor's Reserved Uses and Activities); and

(i) The lighting of the Property by means of any lighting fixture located on the Property or by means of any flood or spot light located off the Property but focused on the Property; and

Grantor covenants and agrees not to commit any of the above activities or uses of the Property or knowingly permit any of such activities or uses to occur. Grantor agrees to use reasonable best efforts to prevent any of the above activities or uses from being committed by any third party and to take reasonable measures to mitigate any damage to the Property that impairs or threatens to impair the conservation purposes of this Easement.

4. **Development Rights.** To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to a use more intensive (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Property is devoted as of the date hereof, such development rights (other than Grantor's Reserved Uses and Activities) shall not be exercisable on, above, or below the Property, nor shall they be transferred to any adjacent parcel or exercised in a manner that would interfere with the preservation and conservation purposes of this Easement.

5. **Reserved Rights.**

A. **General.** Grantor reserves to itself all rights accruing from its ownership of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement, including the right to use the Property for recreational purposes not prohibited under the provisions of this Easement and which do not interfere with the preservation of plant and animal communities currently on the Property.



B. Express Reservations. Notwithstanding anything to the contrary in this Easement, Grantor expressly and specifically reserves the rights to use the Property and undertake activities upon the Property in furtherance of Grantor's Reserved Uses and Activities.

6. Remedies.

(a) In the event of a violation or threatened violation of any representation, warranty, covenant or other provision of this Easement, in addition to any remedies now or hereafter provided by law, Grantee may, following reasonable notice to Grantor, (i) institute a suit for injunctive relief, specific performance or damages, (ii) enter upon the Property to correct any such violation, and hold Grantor and Grantor's successors and assigns in title responsible for the cost thereof, or (iii) expend such sums as may be necessary to satisfy any lien prohibited hereunder or to pay and discharge any delinquent taxes or assessments, or to redeem from any tax sale, and all funds so paid or expended by Grantee shall, until repaid, constitute a lien on the Property. Grantor waives any bond requirement which may be applicable to injunctive relief. In the event Grantee files an enforcement action against Grantor under this Easement, the party that substantially prevails in such enforcement action shall be entitled to reimbursement for any costs or expenses (including reasonable attorneys' fees) incurred in connection with the enforcement action from the non-prevailing party.

(b) Grantee's remedies hereunder shall be cumulative, and the exercise by Grantee of one remedy shall not have the effect of waiving any other remedy and the failure to exercise any remedy shall not have the effect of waiving the use of such remedy at any other time. All damages, costs, and expenses awarded to Grantee hereunder shall constitute a lien against the Property until repaid by Grantor. Grantee shall have the right, but not the obligation, to record a notice of any lien which Grantee may claim to have against the Property under this section or any other provision of this Easement and may foreclose or otherwise enforce such lien in any manner provided by law. In addition to the foregoing, Grantee may record a notice of violation in the Office of the Recorder of Lake County, Illinois.

(c) Grantor's sole remedy in the event of a failure by Grantee to perform any of its covenants herein contained shall be, if such failure shall continue for ten (10) days after written notice thereof to Grantee, to institute a suit for injunctive relief or specific performance. Grantor hereby waives any claim for damages resulting from such failure, and expressly acknowledges that any such failure by Grantee shall in no way affect the validity of this Easement or any of the other covenants contained herein. Notwithstanding the foregoing, the party that substantially prevails in an action filed under this Section 6(c) shall be entitled to reimbursement for any costs or expenses (including reasonable attorneys' fees) incurred in connection with the enforcement action from the non-prevailing party.

(c) Nothing contained in the Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from Grantor's Reserved Uses and Activities or causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same, or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver thereof.

8. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.

9. **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") (42 USCA 9601 *et seq.*), and the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*).

10. **Mechanic's Liens.** The Parties shall keep the Property free from any mechanic's liens. If any such liens are placed against the Property, the Party responsible for the work giving rise to such mechanic's lien shall promptly cause any such lien to be released or, in the alternative, shall provide the other Party with title insurance reasonably acceptable to insure over said liens. The non-responsible Party shall have the right to pay any lien if such lien is not discharged or insured over as provided in the foregoing sentences of this Section 9. Grantee shall have a lien on the Property in the amount of any funds paid by Grantee to discharge such mechanic's lien until such amount has been repaid by Grantor. Any such mechanic's lien shall be junior and subordinate to this Easement.

11. **Costs and Liabilities.** Except as otherwise expressly provided herein or in the MLTA, Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership or operation of the Property, as well as any upkeep and maintenance of the Property undertaken by Grantor.

13. **Management and Restoration.** Grantee may, at its expense, manage the Property in accordance with the management plan attached hereto as part of Exhibit B (the "Management Plan.") Grantor and Grantee may, from time to time, amend or modify the Management Plan, provided that any and all such amendments or modifications shall be consistent with the purpose of this Easement (including Grantor's Reserved Uses and Activities). Nothing contained herein shall give rise, in the absence of a judicial decree, to any right or ability of Grantee to become the operator of the Property within the meaning of the CERCLA by exercising physical control over day-to-day operations of Grantor or becoming involved in management decisions of Grantor regarding the generation, handling or disposal of hazardous substances, if any.

14. **Real Estate Taxes.** Grantor shall pay before delinquency all real estate taxes, assessments, fees, and charges, if any, of whatever description levied on or assessed against the Property by competent authority (collectively, "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee shall have the right to pay such real estate Taxes and special assessments at any time that such Taxes and assessments may be delinquent. In the event Grantee makes such payment, there shall be a lien in Grantee's favor on the Property in the amount thereof until such amount is repaid by Grantor.

15. **Extinguishment.** Except as otherwise set forth in Section 16 or Section 24(g) hereof, this Easement may only be terminated or extinguished if circumstances arise in the future that render the purposes of this Easement impossible or impractical to accomplish, and, under such circumstances, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Amendments, modifications, or boundary line adjustments approved in writing by Grantor and Grantee and not resulting in any net loss of land protected by this Easement shall not be deemed to constitute extinguishments.

16. **Amendment and Modification.** This Easement may be amended or modified from time to time only by written instrument executed by Grantor and Grantee and recorded with the office of the Recorder of Lake County, Illinois. Either party may, in its absolute discretion, grant or withhold its consent to any amendment or modification requested by the other party. In no event shall the consent of any party other than Grantor and Grantee be required for such amendment or modification, even if such other party is entitled to enforce this Easement under the Statute or any other law.

17. **Assignment.** This Easement is assignable by Grantee but only if (a) approved in writing by Grantor prior to any such assignment, and then (b) only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Code, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation rights under the Statute (or any successor provision then applicable). The transferee shall have the commitment to protect the conservation purposes of this Easement and the resources to enforce the terms hereof. As a condition of such assignment, Grantee shall require the assignee to assume the obligations of Grantee under this Easement and to agree that the conservation purposes that this grant is intended to advance shall continue to be carried out in perpetuity. Grantor's approval to an assignment described in this paragraph shall not be unreasonably withheld.

18. **Subsequent Transfers.** Grantor agrees to incorporate this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way or result in any liability on the part of the Grantor. By the acceptance of a deed or other instrument of conveyance, any

party accepting a conveyance of the Property or otherwise acquiring any interest therein acknowledges that it is familiar with the terms of this Easement and agrees to be bound thereby.

19. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance (or non-compliance, if applicable) with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement.

20. **Notices.** Unless otherwise expressly provided herein, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To Grantor: City of Lake Forest  
220 East Deerpath  
Lake Forest, IL 60045  
Attn.: City Manager

To Grantee: Lake Forest Land Foundation  
350 North Waukegan Road  
Lake Forest, IL 60045  
Attention: President

or such other address as either party from time to time shall designate by written notice to the other. Personal delivery shall include delivery by commercial messenger service or overnight courier. Service by registered or certified mail shall be deemed effective on the earlier of (i) actual receipt or (ii) three business days after posting.

21. **Recordation.** Grantee shall, at its sole cost and expense, record this instrument in the official records of Lake County, Illinois and may re-record it at any time or times as Grantee may, in its sole discretion, deem it advisable to preserve its rights in this Easement. Grantee may, prior to the fortieth anniversary of the date of this Easement and at such other times as Grantee deems necessary, record a claim pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/13-118, for the purpose of preserving the lien of this Easement in perpetuity. Nothing contained in this paragraph shall be deemed to constitute an acknowledgment that any such recording is necessary, however, and Grantor and Grantee expressly acknowledge that no such recording is necessary in order to perpetuate the validity or enforceability of this Easement.

22. **Nature of Conveyance.** The conveyance hereunder constitutes a perpetual conservation right under the Statute, an interest in real estate, a common law easement in gross, a public easement under 35 ILCS 200/9-145(e), a common law dedication, and an easement and covenant running with the land under 35 ILCS 200/22-70. If the Grantee ever becomes owner of fee simple interest in the Property, this Easement shall continue in full force and effect, and the doctrine of merger shall not apply.

23. **Notice from Government Authorities.** Grantor shall deliver to Grantee copies of any notice, demand, letter, or bill relating to the Property received by Grantor from any government authority (excluding notices of reassessment and bills for non-delinquent real estate taxes) within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice, demand, letter, or bill, where compliance is required by law.

24. **General Provisions.**

(a) **Controlling Law.** The laws of the State of Illinois shall govern the interpretation and performance of this Easement.

(b) **Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of this Easement (including Grantor's Reserved Uses and Activities), the charitable and perpetual nature of this grant, and the policy and purpose of the Statute. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Each party hereto affirms that it has consulted with legal counsel regarding the provisions of this Easement and that it has participated equally with the other party in the drafting of this Easement.

(c) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) **Entire Agreement.** This instrument, including all Recitals, which are incorporated herein by reference, sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title to the Property in any respect.

(f) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(g) **Termination of Rights and Obligations.** A party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to such transfer shall survive the transfer. In addition, if Grantee is dissolved or otherwise ceases to exist and this Easement had not previously been assigned in accordance with Section 17 hereof, then this Easement shall terminate and all rights herein shall revert back to the Grantor.

(h) Captions. The captions in this instrument have been inserted solely for convenience or reference and shall have no effect upon the construction or interpretation of this instrument.

(i) Authority. Grantor (and any persons executing this instrument on behalf of Grantor) represent and warrant that Grantor is the owner in fee simple of the Property, Grantor is fully authorized and empowered to execute and deliver this instrument, and there is no lien, encumbrance, contract, or governmental prohibition against the execution and delivery of this instrument and the performance by Grantor of all of Grantor's obligations hereunder.

(j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any part who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(k) Third-Party Beneficiaries. Unless otherwise required by law, nothing in this Easement is intended to create or confer any third-party beneficiary interests nor to grant to any third-party the right to rely upon or enforce the terms or provisions of this Easement.

(l) Exhibits. Exhibits A through C attached to this instrument are, by this reference, incorporated into and made a part of this Easement; except that, notwithstanding any other provision of this instrument, the portion of Exhibit B entitled "Costs" (p. 80) is expressly not included as a part of this Easement. Additionally, in the event of a conflict between this Easement and any exhibit hereto, the terms of the Easement shall control.

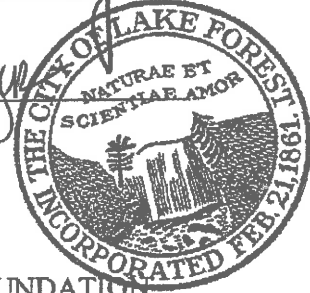
IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR:

CITY OF LAKE FOREST

By: TTE Lansing  
Its: Mayor

Attest: Margaret Boyce  
Its: City Clerk



GRANTEE:

LAKE FOREST LAND FOUNDATION

By: Mark G. Allen  
Its: Pres. & CEO

Attest: H. N. Lott  
Its: Secretary

**EXHIBIT B**

**Conservation Easement Assignment**



This Instrument prepared by  
(and after recording return to):  
George M. Covington  
Law Offices of George M. Covington LLC  
500 North Western Avenue  
Lake Forest, IL 60045

**ASSIGNMENT AND ASSUMPTION  
OF  
CONSERVATION RIGHT AND EASEMENT**

THIS ASSIGNMENT AND ASSUMPTION is executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between LAKE FOREST LAND FOUNDATION (“Foundation”), an Illinois not for profit corporation, and LAKE FOREST OPEN LANDS ASSOCIATION (“Association”), an Illinois not for profit corporation.

- A. THE CITY OF LAKE FOREST, an Illinois special charter and home rule, granted a conservation right and easement (the “Conservation Easement”) to the Foundation by means of an instrument dated as of January 24, 2019, which was recorded on March 11, 2019, in Lake County, Illinois as Document No. 7547862.
- B. The Conservation Easement applied to certain property described on the attached Exhibit A.
- C. The Foundation wishes to assign the Conservation Easement to the Association, and the Association wishes to accept such assignment. The Association is an organization that is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986 and the applicable regulations promulgated thereunder and is authorized to acquire and hold conservation rights under the Illinois Real Property Conservation Rights Act (120 ILCS 120/1-120/6).
- D. Section 17 of the Conservation Easement permits the assignment of the Conservation Easement subject to certain conditions contained therein.

THEREFORE, in consideration of the covenants contained herein, the Foundation and the Association agree as follows:

- 1. The Foundation hereby assigns all of its rights and responsibilities under the Conservation Easement to the Association.

2. As a condition of such assignment, the Foundation has required that the Association agree that the conservation purposes that the Conservation Easement is intended to advance shall continue to be carried out in perpetuity. The Association hereby assumes all of the obligations of the Foundation under the Conservation Easement and agrees that the conservation purposes that the Conservation Easement is intended to advance shall continue to be carried out in perpetuity.

IN WITNESS WHEREOF, the Foundation and the Association have executed this instrument as of the date first above written.

LAKE FOREST LAND FOUNDATION

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

Attest: \_\_\_\_\_

LAKE FOREST OPEN LANDS ASSOCIATION

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

Attest: \_\_\_\_\_

THE CITY OF LAKE FOREST hereby consents to the foregoing Assignment and approves such Assignment.

THE CITY OF LAKE FOREST

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

Attest: \_\_\_\_\_

## GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of May, 2019 (the “**Effective Date**”), by and between the City of Lake Forest, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

**WHEREAS**, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

**WHEREAS**, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

**WHEREAS**, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

**WHEREAS**, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

### SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract, a form of which is attached hereto as **Exhibit A**.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

## **SECTION 2 PERFORMANCE OF WORK**

2.1 All work hereunder shall be performed under the direction of the City Manager or his designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

## **SECTION 3 RELATIONSHIP OF PARTIES**

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

## **SECTION 4 PAYMENT TO THE CONSULTANT**

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

4.2 Service Rates. The service rates set forth in the Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

## **SECTION 5 TERM**

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the “*Initial Term*”).

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a “*Renewal Term*”).

## **SECTION 6 TERMINATION OF CONTRACT**

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon ~~ninety (90) calendar~~ ~~thirty (30)~~ days prior written notice to the Consultant. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon ~~one hundred and eighty (180) calendar~~ ~~sixty (60)~~ days prior written notice to the Municipality.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within ~~fifteen (15) calendar~~ ~~ten (10)~~ days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

## **SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS**

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“*Consultant Personnel*”) that is fully equipped, licensed as appropriate and

qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant's use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. For purposes of this Contract, the term "Consultant" shall be deemed to refer to the Consultant and also to refer to all subcontractors of the Consultant.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

## **SECTION 8**

### **ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES**

8.1 Facilities and Equipment. The Municipality shall provide the Consultant with adequate office space, furnishings, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities and equipment include, but are not limited to, the following:

(a) Office space for the Consultant's Personnel and periodic guests. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel and periodic guests;

(c) A telephone line and phone to originate and receive outside calls;

- (d) A network connection with adequate speed and access to the Internet; and
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all Municipality GIS assets that permit the Consultant to continue services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

## **SECTION 9**

### **CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA**

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party

that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services. The Municipality hereby grants to the Consultant, a royalty-free, non-exclusive, irrevocable license throughout the world to publish modify, transfer, translate, deliver, perform, use and dispose of in any manner any portion of the GISC Materials.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("**Confidential Information**"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; or (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information. For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.



9.6 Freedom of Information Act Requests. No less than five (5) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

## **SECTION 10 LIMITATION OF LIABILITY**

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE**

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by

recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date. Unless expressly excluded by this Contract, the warranty expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto the Municipality.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in ***Attachment 2*** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

## **SECTION 12 GENERAL PROVISIONS**

12.1 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

12.2 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.3 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.4 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.5 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.6 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.7 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.8 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Lake County, Illinois.

12.9 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.10 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.11 Attachments and Exhibits. Attachments 1 and 2 and Exhibit A are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment or Exhibit and the text of this Contract, the text of this Contract shall control. In the event of any conflict or inconsistency between the terms of this Contract and any Supplemental Statement of Work, the terms of the Supplemental Statement of Work will govern and control with respect to the term, projected utilization rates, service rates and scope of services.

12.12 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.13 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or

e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality:     City of Lake Forest  
                                 Brian Joyce  
                                 800 North Field Drive  
                                 Lake Forest, IL 60045  
                                 E-mail: joyceb@cityoflakeforest.com

If to Consultant:       Municipal GIS Partners, Incorporated  
                                 Thomas A. Thomey  
                                 701 Lee Street, Suite 1020  
                                 Des Plaines, IL 60016  
                                 E-mail: tthomey@mgpinc.com

12.14 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

**CITY OF LAKE FOREST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

**CONSULTANT:**

**MUNICIPAL GIS PARTNERS,  
INCORPORATED**

By: Donna J. Thomey  
Name: Donna Thomey  
Its: Office Administrator

By: Thomas A. Thomey  
Name: Thomas Thomey  
Its: President



## Tennis Court Usage Policy

FY20 (May 2019 - April 2020)

The Athletic Court Usage Policy was established in the spring of 2019 by The Lake Forest Parks & Recreation Department (City) to allow rentals of open courts. By submitting the completed permit application (attached), the Athletic Association (User) will assume any and all risks associated with their special use in any City Parks. User agrees to pay fees to the City at the discretion of Staff. Request for payment may be at the time of application or at the conclusion of the requested dates.

If the User reserves all courts in a park the User agrees to allow general resident use of one court at all times. If a resident arrives to use a court the User will move off of one court for their use.

The User agrees that while they use Lake Forest Tennis Courts, they will adhere to the requirements of the Americans with Disabilities Act (ADA). Further, User is responsible for compliance with the ADA and indemnifies the City for liability arising out of the Users' failure to comply with the ADA.

Upon approval by the City, the completed permit application acts as a contract between User and City. Any failure to abide by the terms of the agreement will result in revocation of the User's permit and the City will not be liable to issue reimbursement of fees. Any User that is subject to revocation of a Court use permit, may appeal the decision to the Parks and Recreation Board.

By signing the attached Facility Permit Application, User agrees to all provisions listed in this document and also agrees that the applied space is ALWAYS subject to availability and approval by City staff.

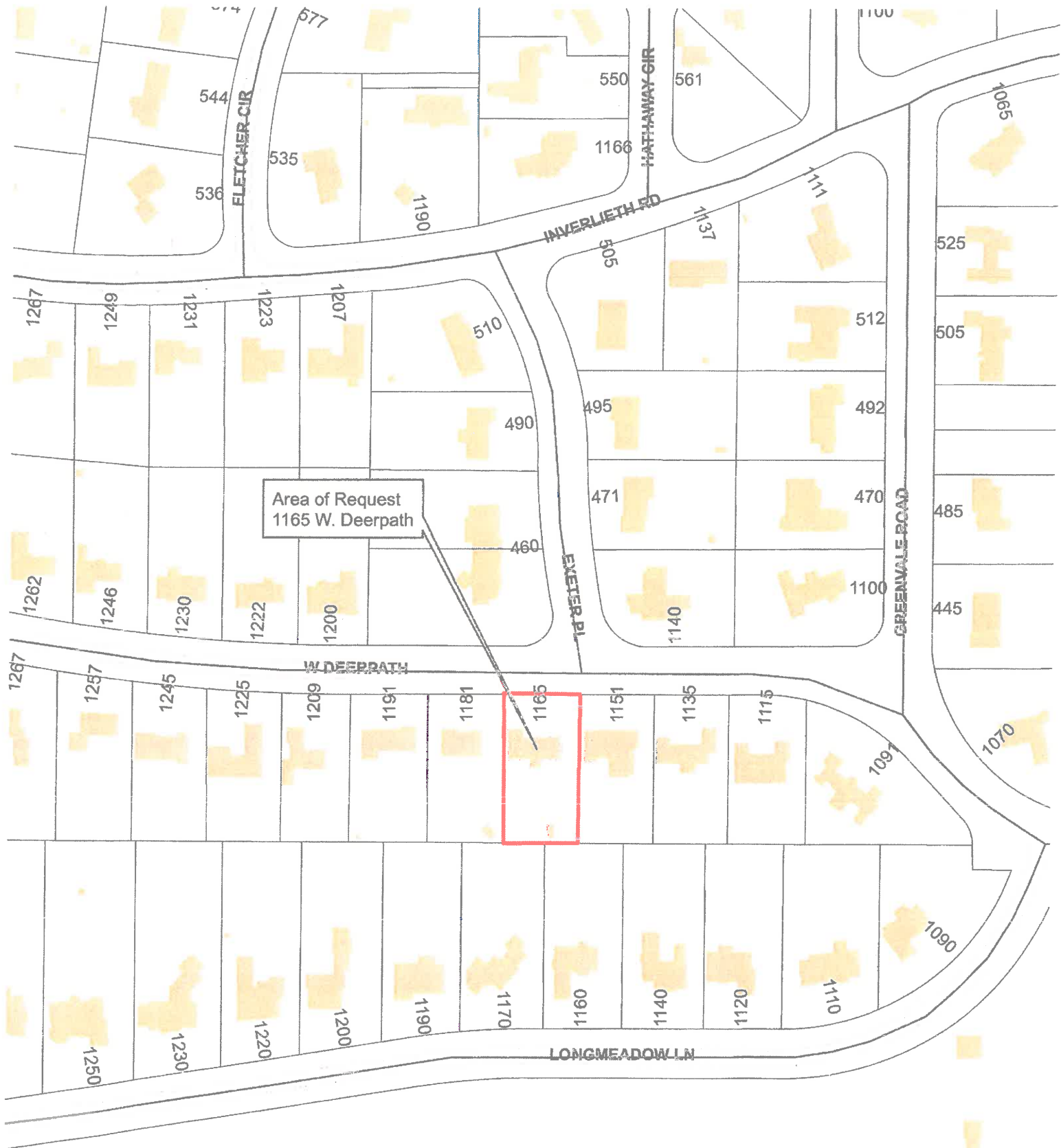
### **Before consideration of approval is made, User MUST:**

- Submit completed permit application at least 30 days before the start date of the program/league;
  - Alongside application, submit a \$150 refundable (per Organization), litter deposit (in the form of a check) which will be returned after the completion of the season if litter is picked up regularly by the requesting group.
- Submit prior to first event date;
  - Submit proof of comprehensive general liability insurance listing The City of Lake Forest, The Lake Forest Parks & Recreation Department, and their Staff as additional insured in the amount of no less than \$2,000,000;
  - Submit to Lake Forest Recreation Department Athletic Staff match/practice schedules for all teams;
  - Submit a statement of purpose of that organization including:
    - State filing status from the State of Illinois

### **Fees Section – Tennis Court Usage**

These fees were established to allow local organizations access to our Outdoor Courts.

- |                                 |                            |
|---------------------------------|----------------------------|
| 1. For Profit Organizations     | \$ 10 / Court / Hour       |
| 2. Not for Profit Organizations | \$ 5 / Court / Hour        |
| 3. Lake Forest Schools          | \$ 100 / Season (per Park) |



THE CITY OF LAKE FOREST

ORDINANCE NO. 2019- \_\_\_\_

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE  
PROPERTY LOCATED AT 1165 W. DEERPATH

**WHEREAS**, James and Emily Bernahl ("**Owners**") are the owners of that certain real property commonly known as 1165 W. Deerpath, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

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

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

**WHEREAS**, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at public hearings held on April 3, 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 R-3, Single Family Residence District, under the City Code,
2. Owners propose to construct the Improvements as depicted on the Plans,



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

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

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

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

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

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

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

discretion of the Mayor and City Council, render void the approvals granted by this Ordinance:

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

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

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

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2019.

AYES: (    )

NAYS: (    )

ABSENT: (    )

ABSTAIN: (    )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2019.

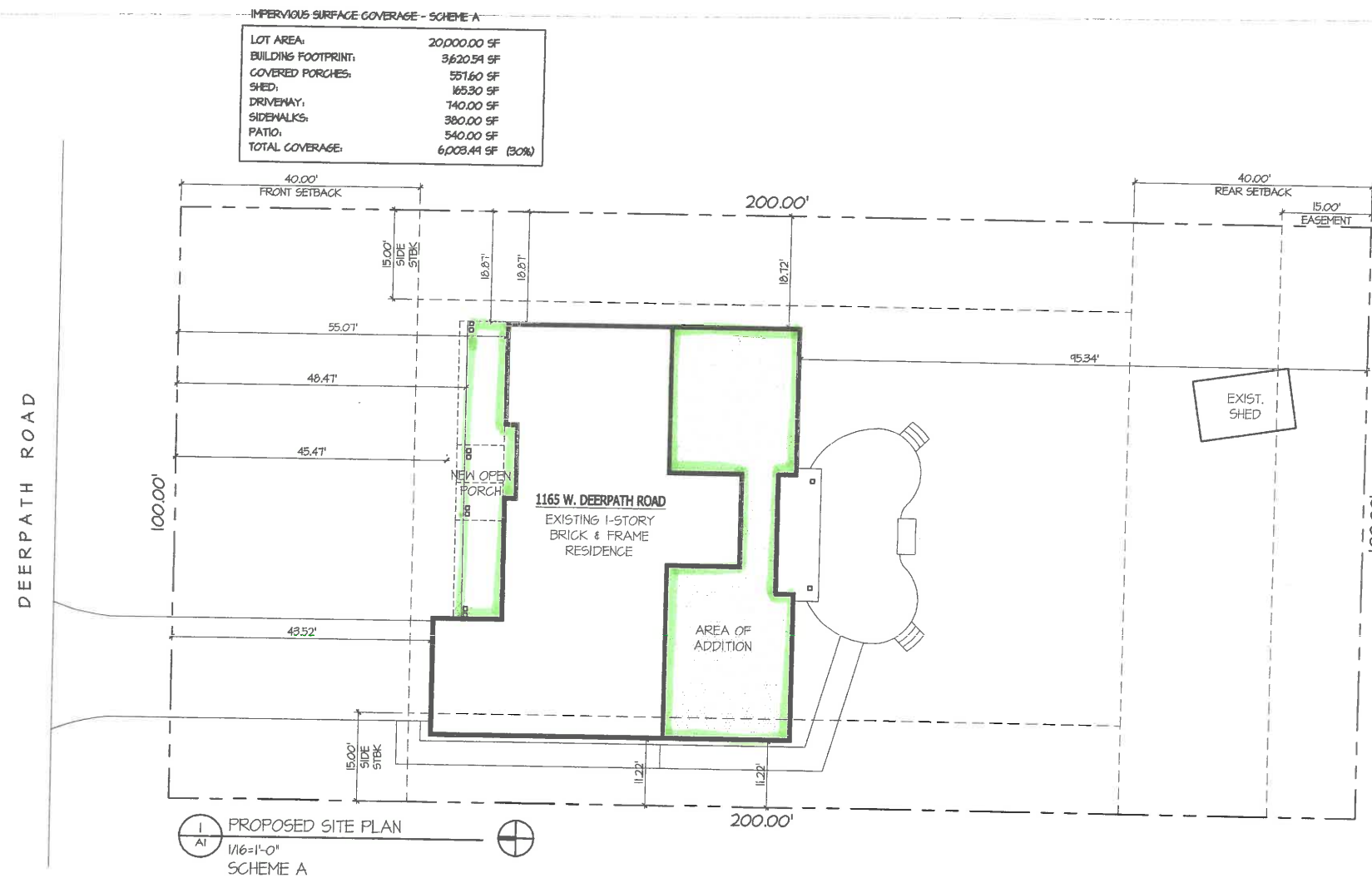
\_\_\_\_\_  
Mayor

ATTEST:

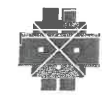
\_\_\_\_\_  
City Clerk

# GROUP EXHIBIT B

## The Plans



COPYRIGHT © BOOMGAARDEN ARCHITECTS 2017



BOOMGAARDEN  
ARCHITECTS



*Chad Owen*

PRELIMINARY  
NOT FOR CONSTRUCTION

BOOMGAARDEN  
ARCHITECTS

1315 CENTRAL AVENUE  
WILMETTE, IL 60091  
(847) 226-3230

04-30-2018	ISSUED FOR REVIEW
04-17-2018	ISSUED FOR ZONING
03-21-2018	ISSUED FOR ZONING

BERNAHL RESIDENCE  
ADDITION & RENOVATIONS

1165 W. DEERPETH ROAD  
LAKE FOREST, IL 60045

DRAWING TITLE  
SITE PLAN

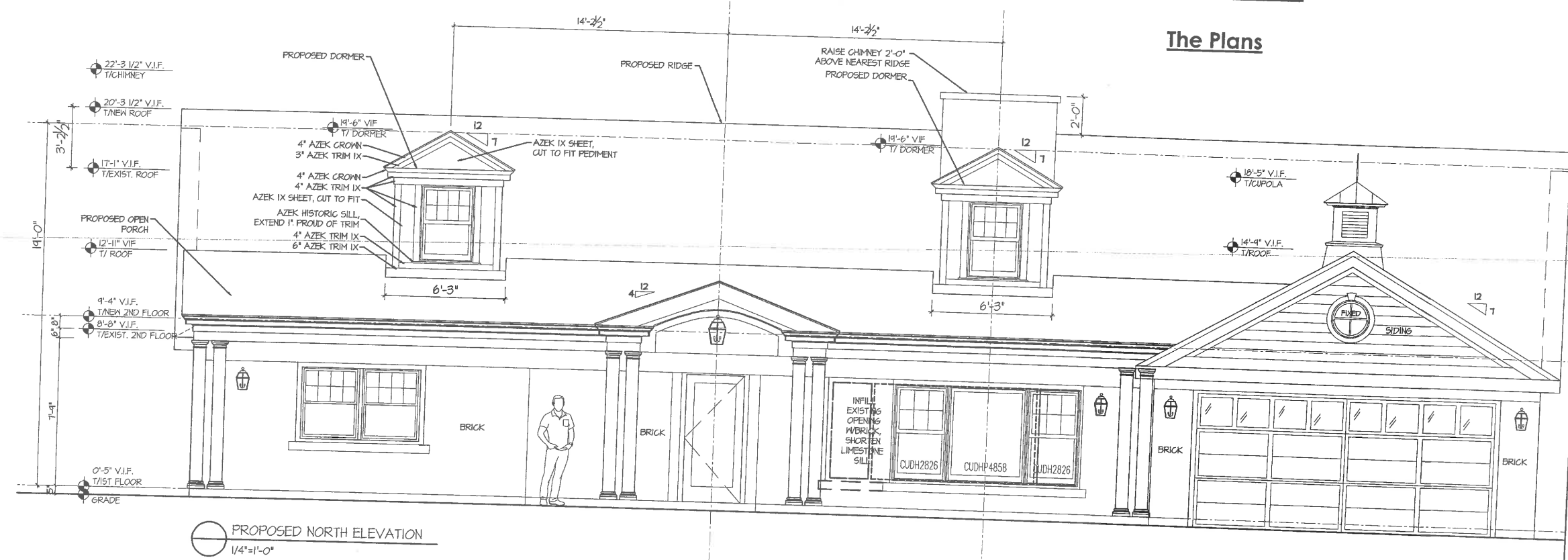
Project: 2017.44

DRAWING:

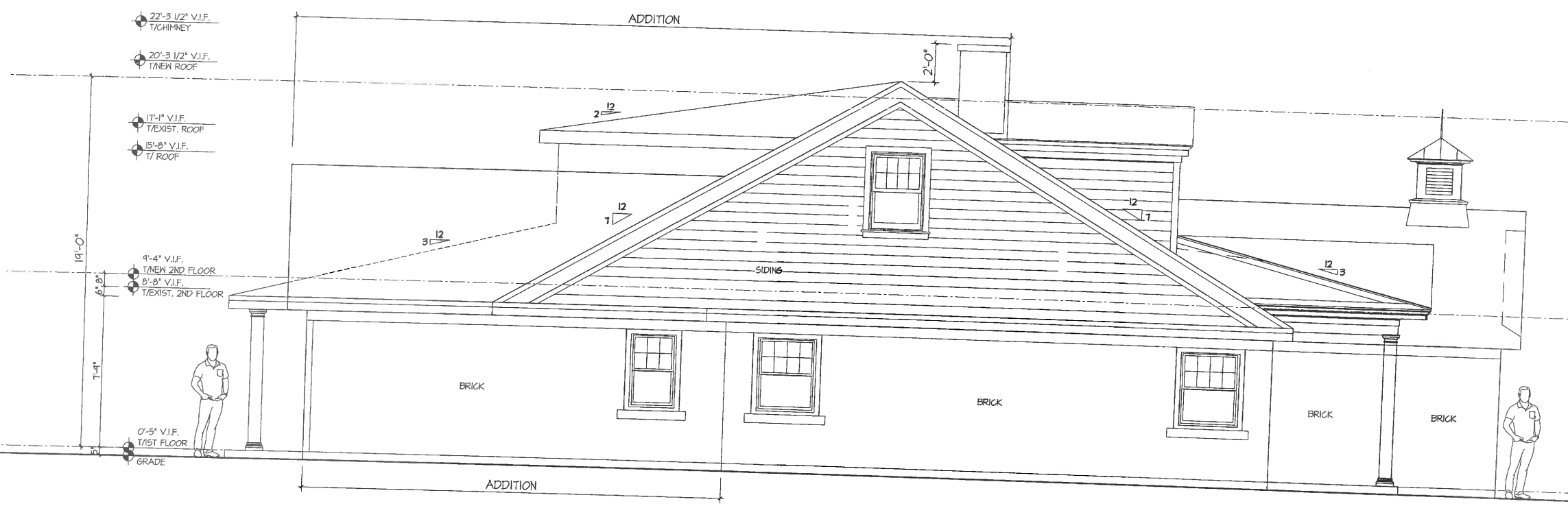
AI

GROUP EXHIBIT B

The Plans



PROPOSED NORTH ELEVATION  
1/4"=1'-0"



PROPOSED EAST ELEVATION  
1/4"=1'-0"

COPYRIGHT © BOOMGAARDEN ARCHITECTS 2019



BOOMGAARDEN  
ARCHITECTS

PRELIMINARY  
NOT FOR CONSTRUCTION

BOOMGAARDEN  
ARCHITECTS  
1315 CENTRAL AVENUE  
WILMETTE, IL 60091  
(847) 226-3230

04-30-2019	ISSUED FOR REVIEW
04-17-2019	ISSUED FOR ZONING
03-21-2019	ISSUED FOR ZONING

BERNAHL RESIDENCE  
ADDITION & RENOVATIONS  
1165 W. DEERPATH ROAD  
LAKE FOREST, IL 60045

DRAWING TITLE:  
EXTERIOR  
ELEVATIONS

Project: 2017.44

DRAWING:

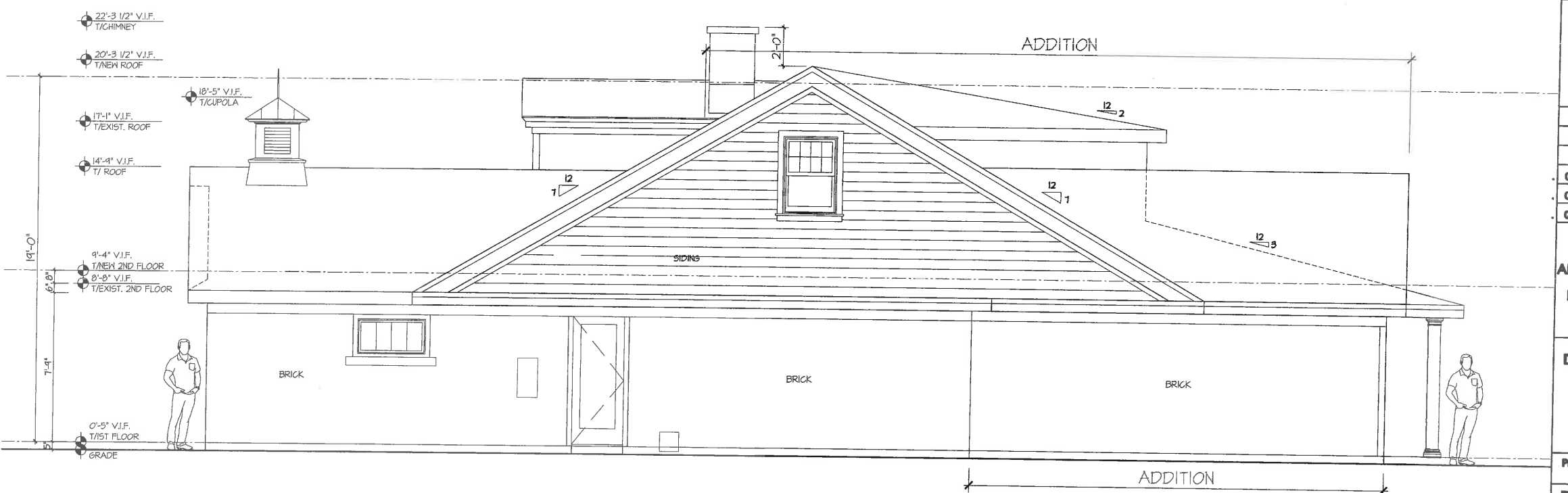
A4

GROUP EXHIBIT B

The Plans



PROPOSED SOUTH ELEVATION  
1/4"=1'-0"



PROPOSED WEST ELEVATION  
1/4"=1'-0"

COPYRIGHT © BOOMGAARDEN ARCHITECTS 2019

**BOOMGAARDEN  
ARCHITECTS**

**PRELIMINARY  
NOT FOR CONSTRUCTION**

**BOOMGAARDEN  
ARCHITECTS**  
1315 CENTRAL AVENUE  
WILMETTE, IL 60091  
(847) 226-3230

04-30-2019	ISSUED FOR REVIEW
04-17-2019	ISSUED FOR ZONING
03-21-2019	ISSUED FOR ZONING

**BERNAHL RESIDENCE  
ADDITION & RENOVATIONS**  
1163 W. DEERPATH ROAD  
LAKE FOREST, IL 60045

**DRAWING TITLE**  
**EXTERIOR  
ELEVATIONS**

Project: 2017.44

**DRAWING:**

**A5**



**THE CITY OF LAKE FOREST**  
**ORDINANCE NO. 2019- \_\_\_\_**

**AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE  
PROPERTY LOCATED AT 156 E. WESTMINSTER**

**WHEREAS**, Chris Kelly ("**Owner**") is the owner of that certain real property commonly known as 156 E. Westminster, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

**WHEREAS**, the Owner desires to undertake a partial demolition, construct an addition, and make various alterations to the residence and detached garage ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

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

**WHEREAS**, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at public hearings held on April 3, 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 GR-3, General Residence District, under the City Code,
2. Owners propose to construct the Improvements as depicted on the Plans,



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

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

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

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

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

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

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

discretion of the Mayor and City Council, render void the approvals granted by this Ordinance:

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

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

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

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2019.

AYES: (    )

NAYS: (    )

ABSENT: (    )

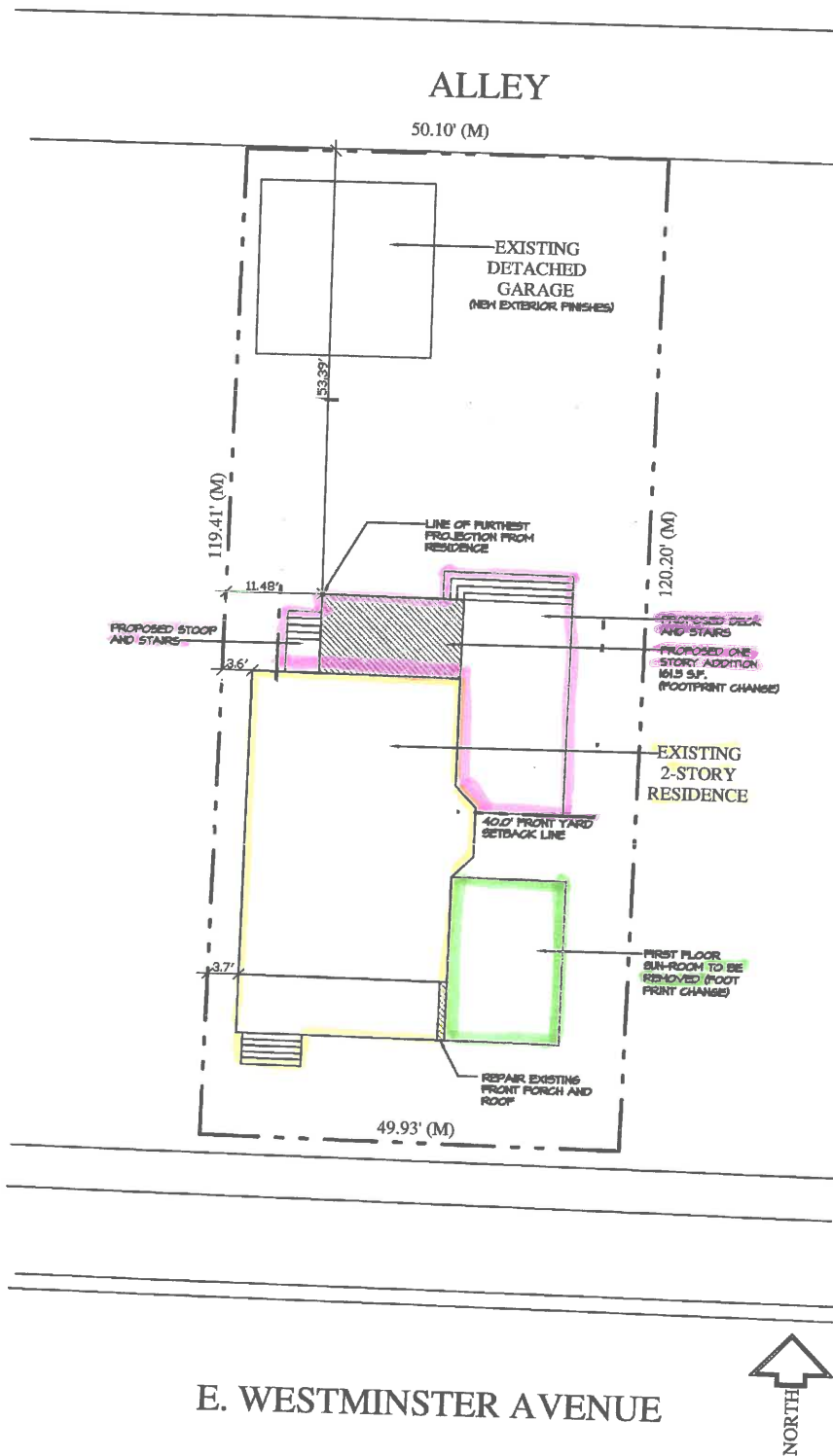
ABSTAIN: (    )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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



REVIEW ONLY-NOT FOR CONSTRUCTION

KELLEY  
RESIDENCE  
156 E. WESTMINSTER ROAD  
LAKE FOREST, IL 60045

CHILDS DEVELOPMENT

09/21/2019  
BBS SUBMITTAL

26575 COMMERCE DR.  
SUITE 607  
VOLO, IL 60073  
MAIN: 847-457-2500  
FAX: 847-457-2500  
WWW.ASPECTDESIGNINC.COM

ASPECT DESIGN INC.  
ARCHITECTS

PROJECT # AD18177  
DRAWN BY: COM / MB  
KELLEY RESIDENCE  
PROPOSED SITE PLAN  
AR 01  
88  
# 1 OF 17 TOTAL SHEETS

1  
AR 01

PROPOSED SITE PLAN

SCALE: 1"=10'-0"

GROUP EXHIBIT B

The Plans

LEGEND

EXISTING WALL TO REMAIN

NEW CONCRETE FOUNDATION WALL

NEW FRAME WALL

WOOD STUDS @ 16" O.C., 1/2" DRYWALL EACH SIDE

EXISTING CONCRETE FOUNDATION WALL TO REMAIN

EXISTING WALL AND ASSOCIATED ELEMENTS TO BE REMOVED

PATCH AND REPAIR AS REQUIRED TO MATCH EXISTING

SHORE UP EXISTING CONSTRUCTION AS REQUIRED

REMODELING NOTES

VERIFY ALL EXISTING CONDITIONS AND COMPARE TO THE PLANS PRIOR TO THE START OF CONSTRUCTION. NOTIFY THE GENERAL CONTRACTOR AND ARCHITECT IMMEDIATELY UPON THE DISCOVERY OF ANY DISCREPANCIES.

DISCONNECT AND CAP OFF ALL PLUMBING AND GAS PIPING, ELECTRICAL WIRING AND DEVICES, LOW VOLTAGE WIRING, MECHANICAL DUCT WORK AS REQUIRED FOR NEW CONSTRUCTION.

ALL DEMOLITION OF EXISTING PLUMBING PIPING, FIXTURES AND EQUIPMENT ETC. SHALL BE PERFORMED BY AN ILLINOIS LICENSED PLUMBER.

SHORE UP ALL EXISTING STRUCTURE AS REQUIRED FOR ALL NEW CONSTRUCTION.

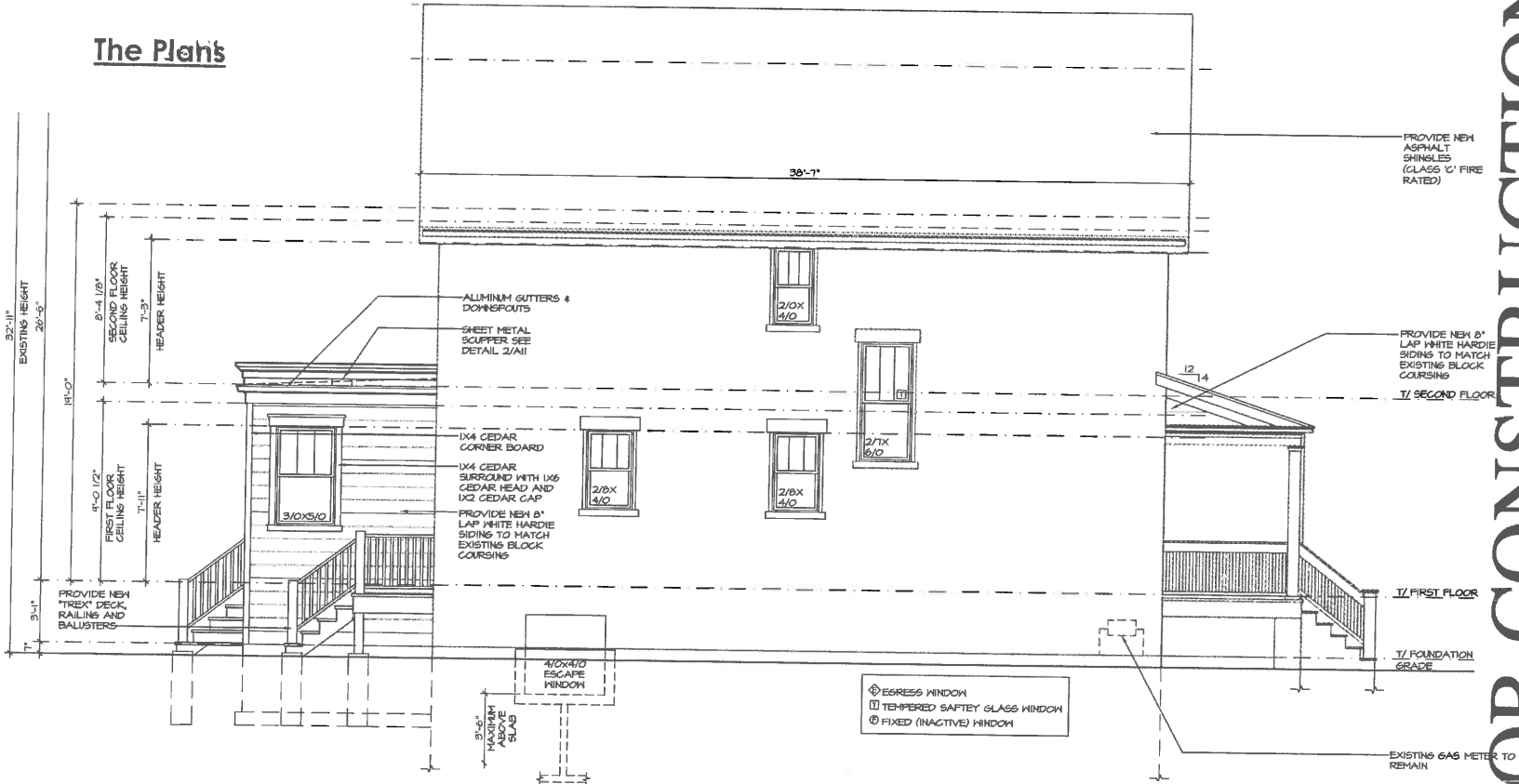
CONNECT NEW PLUMBING SUPPLY WASTE AND VENT PIPES TO EXISTING. VERIFY TYPE, VERIFY EXISTING PIPE SIZE AND SYSTEM CAPACITY TO ACCOMMODATE NEW CONSTRUCTION. RE-WORK AS REQUIRED.

CONNECT NEW ELECTRICAL CIRCUITS TO EXISTING PANEL. VERIFY PANEL SIZE AND AVAILABLE CIRCUITS. SUPPLY AND INSTALL AN ADDITIONAL SUB PANEL IF REQUIRED.

CONNECT NEW HVAC DUCTS TO EXISTING. VERIFY SIZE AND CAPACITY OF EXISTING HVAC EQUIPMENT AND RENOV AS REQUIRED TO MEET THE REQUIREMENTS OF THE NEW ADDITION.

ALL EXPOSED CEILING, WALL AND FLOOR CAVITIES SHALL BE FILLED WITH INSULATION. VERIFY R-VALUE WITH BUILDING INSPECTOR.

REPAIR AND PATCH EXISTING CONSTRUCTION AS REQUIRED TO MATCH EXISTING.



2 LEFT ELEVATION (WEST)  
A 07 PROPOSED SCALE: 1/4"=1'-0"



1 FRONT ELEVATION (SOUTH)  
A 07 PROPOSED SCALE: 1/4"=1'-0"

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

REVIEW ONLY-NOT FOR CONSTRUCTION

KELLEY RESIDENCE

156 E. WESTMINSTER ROAD  
LAKE FOREST, IL 60045

CHILDS DEVELOPMENT

REVIEW	02/28/2018
REVIEW	03/01/2019
REVIEW	03/04/2019
REVIEW	03/22/2019
LANDSCAPE PLAN	03/26/2019
REVIEW	04/12/2019

26575 COMMERCE DR.  
SUITE 607  
Volo, IL 60073  
MAIN: 847-457-2500  
WWW.ASPECTDESIGNINC.COM  
IL LICENSE # 184-00454

ASPECT DESIGN INC.  
ARCHITECTS

PROJECT # AD18177

DRAWN BY: COM/MB

KELLEY RESIDENCE  
PROPOSED ELEVATIONS

A 079

# 7 OF 13 TOTAL SHEETS

GROUP EXHIBIT B

The Plans

LEGEND

EXISTING HALL TO REMAIN	NEW CONCRETE FOUNDATION WALL
NEW FRAME WALL WOOD STUDS @ 16" O.C. 1/2" DRYWALL EACH SIDE	EXISTING HALL AND ASSOCIATED ELEMENTS TO BE REMOVED PATCH AND REPAIR AS REQUIRED TO MATCH EXISTING
EXISTING CONCRETE FOUNDATION WALL TO REMAIN	SHORE UP EXISTING CONSTRUCTION AS REQUIRED

REMODELING NOTES

VERIFY ALL EXISTING CONDITIONS AND COMPARE TO THE PLANS PRIOR TO THE START OF CONSTRUCTION. NOTIFY THE GENERAL CONTRACTOR AND ARCHITECT IMMEDIATELY UPON THE DISCOVERY OF ANY DISCREPANCIES.

DISCONNECT AND CAP OFF ALL PLUMBING AND GAS PIPING, ELECTRICAL WIRING AND DEVICES, LOW VOLTAGE WIRING, MECHANICAL DUCT WORK AS REQUIRED FOR NEW CONSTRUCTION.

ALL DEMOLITION OF EXISTING PLUMBING PIPING, FIXTURES AND EQUIPMENT ETC. SHALL BE PERFORMED BY AN ILLINOIS LICENSED PLUMBER.

SHORE UP ALL EXISTING STRUCTURE AS REQUIRED FOR ALL NEW CONSTRUCTION.

CONNECT NEW PLUMBING SUPPLY WASTE AND VENT PIPES TO EXISTING. VERIFY TYPE, VERIFY EXISTING PIPE SIZE AND SYSTEM CAPACITY TO ACCOMMODATE NEW CONSTRUCTION. RE-WORK AS REQUIRED.

CONNECT NEW ELECTRICAL CIRCUITS TO EXISTING PANEL. VERIFY PANEL SIZE AND AVAILABLE CIRCUITS. SUPPLY AND INSTALL AN ADDITIONAL SUB PANEL IF REQUIRED.

CONNECT NEW HVAC DUCTS TO EXISTING. VERIFY SIZE AND CAPACITY OF EXISTING HVAC EQUIPMENT AND RE-WORK AS REQUIRED TO MEET THE REQUIREMENTS OF THE NEW ADDITION.

ALL EXPOSED CEILING, WALL AND FLOOR CAVITIES SHALL BE FILLED WITH INSULATION. VERIFY R-VALUE WITH BUILDING INSPECTOR.

REPAIR AND PATCH EXISTING CONSTRUCTION AS REQUIRED TO MATCH EXISTING.



2 RIGHT ELEVATION (EAST)  
A 08 PROPOSED SCALE: 1/4"=1'-0"



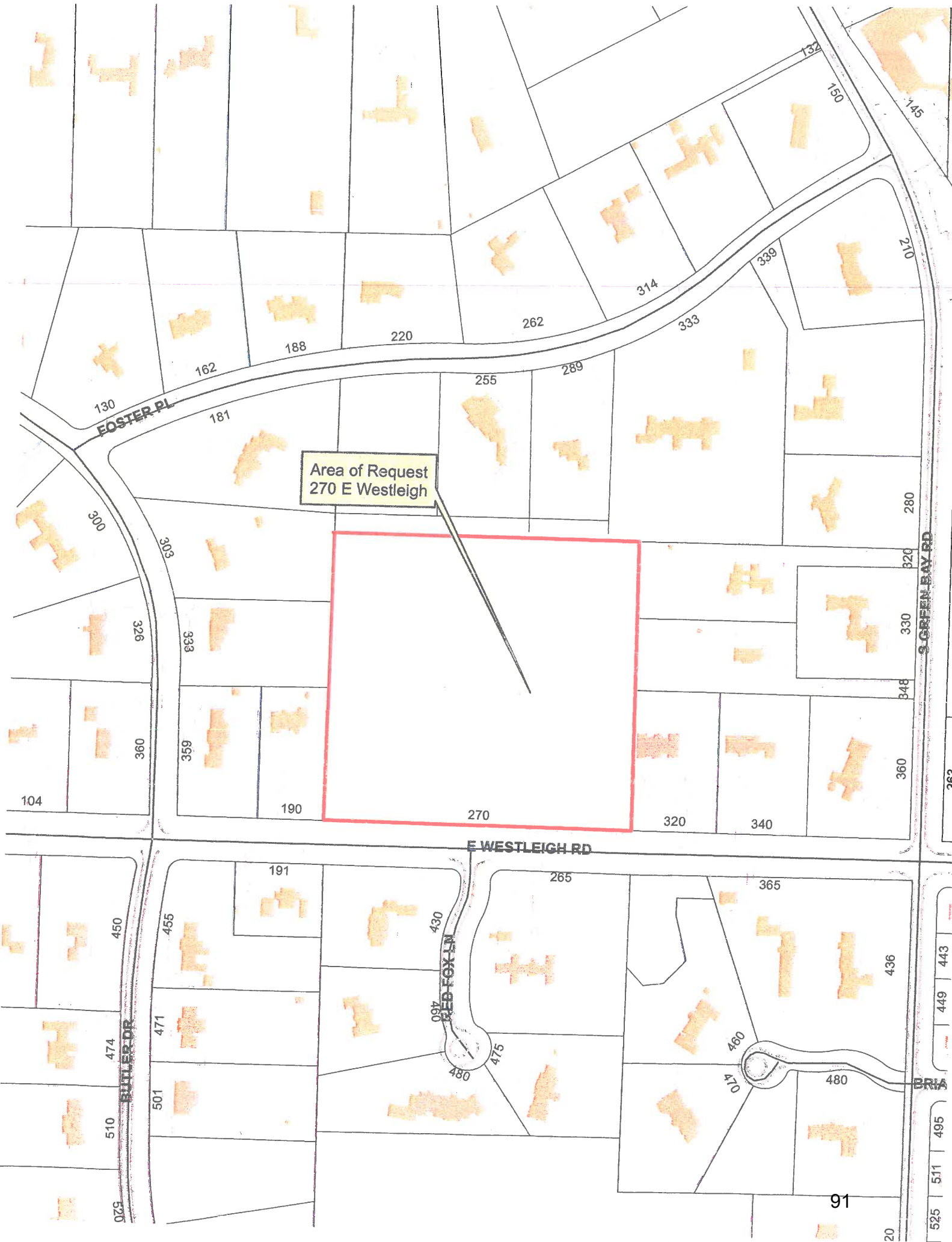
1 REAR ELEVATION (NORTH)  
A 08 PROPOSED SCALE: 1/4"=1'-0"

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

REVIEW ONLY-NOT FOR CONSTRUCTION

KELLEY RESIDENCE 156 E. WESTMINSTER ROAD LAKE FOREST, IL 60045	
CHILDS DEVELOPMENT	
REVIEW	02/28/2018
REVIEW	03/01/2019
REVIEW	03/04/2019
REVIEW	03/22/2019
REVIEW	03/26/2019
REVIEW	04/12/2019

26575 COMMERCE DR. SUITE 607 VOLO, IL 60073 MAIN: 847-457-2500 WWW.ASPECTDESIGNINC.COM IL LICENSE # 164-0054	PROJECT # AD18177 DRAWN BY: COM / MB KELLEY RESIDENCE PROPOSED ELEVATIONS A 080 # 8 OF 13 TOTAL SHEETS
-----------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------



Area of Request  
270 E Westleigh

E WESTLEIGH RD

RED FOX LN

BUTLER DR

S GREEN BAY RD

THE CITY OF LAKE FOREST

ORDINANCE NO. 2019- \_\_\_\_

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE  
PROPERTY LOCATED AT 270 E. WESTLEIGH ROAD

**WHEREAS**, Westleigh Properties, LLC (Jeff and Bridget Lupient) ("**Owners**") is the owners of that certain real property commonly known as 270 E. Westleigh Road, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

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

**WHEREAS**, the Property is a vacant, buildable lot; and

**WHEREAS**, the Owners desire to build a new residence, attached garage and make other site improvements ("**Improvements**") as depicted on the site plan, architectural drawings and conceptual landscape plans that are attached hereto as Group **Exhibit B** ("**Plans**"); and

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

**WHEREAS**, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on May 1, 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 R-4, Single Family Residence District under the City Code,
2. Owners propose to construct the Improvements as depicted on the plans,
3. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with the recommended conditions and the Plans, will meet the design standards and requirements of Section 150.147 of the City Code,

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

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

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

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

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

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

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

30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

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

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

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2019.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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

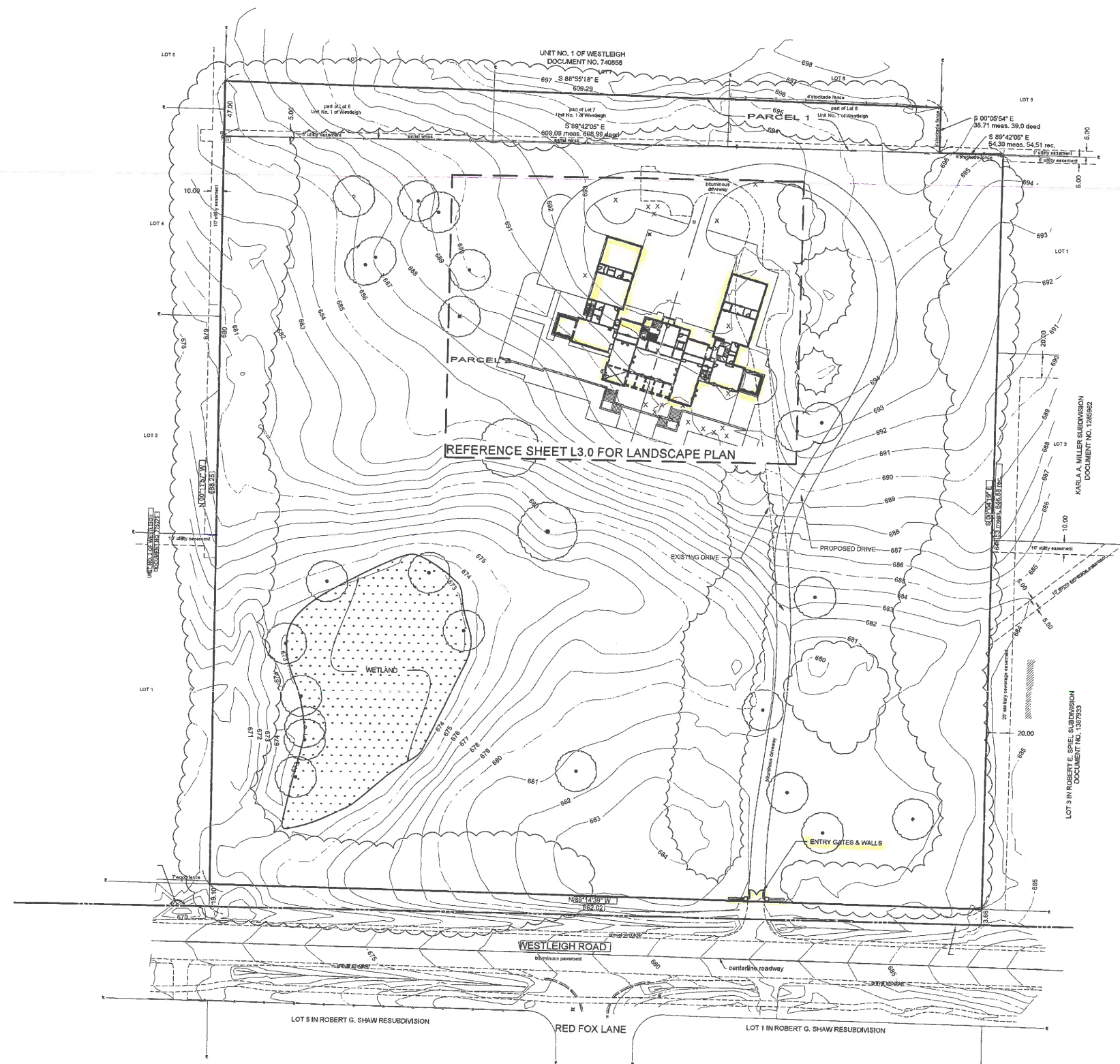
## CONSULTANTS:

**NORTHWORKS**  
1512 N. Throop Street  
Chicago, Illinois  
T: 312-440-9850

**CLIENT:**

Westleigh  
Properties, LLC

270 E Westleigh Road  
Lake Forest, IL 60045

[illegible]

This plan is conceptual. All dimensions are to be verified. Materials are represented in their factory condition in a more mature state. All designs and ideas contained in these drawings are not to be used as final construction documents by other than MANIAN INTERPRISES, INC. They are the sole property of MANIAN INTERPRISES, INC. and are not to be duplicated or put to bid without express written consent. Graphic representations are for illustrative purposes; field adjustments may be made during installation in keeping with the design intent.



**SCALE:**

ISSUED DATE:	03.01.2019
PROJECT NO:	LUP19006

## SITE PLAN



ELEVATION MATERIAL LEGEND

1. 4" LIMESTONE VENEER, RUNNING BOND PATTERN, TYP
2. LIMESTONE WATERTABLE
3. LIMESTONE WINDOW CASING
4. SLATE SHINGLES
5. LIMESTONE CORNICE
6. LIMESTONE PILASTERS
7. FLATSTOCK COMPOSITE TRIM BOARDS, PAINTED
8. LIMESTONE WINDOW SILL
9. FLAT SEAM METAL ROOF, PAINTED
10. WOOD ENTRY DOOR, PAINTED
11. BLUESTONE TREADS AND RISERS
12. COMPOSITE PILASTERS, PAINTED
13. COMPOSITE CORNICE, SOFFIT AND FASCIA, PAINTED
14. ALUMINUM CLAD, WOOD CASEMENT WINDOW



- ELEVATION MATERIAL LEGEND
1. 4" LIMESTONE VENEER, RUNNING BOND PATTERN, TYP
  2. LIMESTONE WATERTABLE
  3. LIMESTONE WINDOW CASING
  4. SLATE SHINGLES
  5. LIMESTONE CORNICE
  6. LIMESTONE PILASTERS
  7. FLATSTOCK COMPOSITE TRIM BOARDS, PAINTED
  8. LIMESTONE WINDOW SILL
  9. FLAT SEAM METAL ROOF, PAINTED
  10. WOOD ENTRY DOOR, PAINTED
  11. BLUESTONE TREADS AND RISERS
  12. COMPOSITE PILASTERS, PAINTED
  13. COMPOSITE CORNICE, SOFFIT AND FASCIA, PAINTED
  14. ALUMINUM CLAD, WOOD CASEMENT WINDOW



1 EXTERIOR ELEVATION - EAST  
SCALE: 3/16" = 1'-0"





- ELEVATION MATERIAL LEGEND
1. 4" LIMESTONE VENEER, RUNNING BOND PATTERN, TYP
  2. LIMESTONE WATERTABLE
  3. LIMESTONE WINDOW CASING
  4. SLATE SHINGLES
  5. LIMESTONE CORNICE
  6. LIMESTONE PILASTERS
  7. FLATSTOCK COMPOSITE TRIM BOARDS, PAINTED
  8. LIMESTONE WINDOW SILL
  9. FLAT SEAM METAL ROOF, PAINTED
  10. WOOD ENTRY DOOR, PAINTED
  11. BLUESTONE TREADS AND RISERS
  12. COMPOSITE PILASTERS, PAINTED
  13. COMPOSITE CORNICE, SOFFIT AND FASCIA, PAINTED
  14. ALUMINUM CLAD, WOOD CASEMENT WINDOW



ELEVATION MATERIAL LEGEND

1. 4" LIMESTONE VENEER, RUNNING BOND PATTERN, TYP
2. LIMESTONE WATERTABLE
3. LIMESTONE WINDOW CASING
4. SLATE SHINGLES
5. LIMESTONE CORNICE
6. LIMESTONE PILASTERS
7. FLATSTOCK COMPOSITE TRIM BOARDS, PAINTED
8. LIMESTONE WINDOW SILL
9. FLAT SEAM METAL ROOF, PAINTED
10. WOOD ENTRY DOOR, PAINTED
11. BLUESTONE TREADS AND RISERS
12. COMPOSITE PILASTERS, PAINTED
13. COMPOSITE CORNICE, SOFFIT AND FASCIA, PAINTED
14. ALUMINUM CLAD, WOOD CASEMENT WINDOW





OVERALL SITE LANDSCAPE PLAN



**MARIANI**  
300 Rockland Road | Lake Bluff, Illinois 60045  
Phone: 847.234.2172 | Fax: 847.234.2754  
www.marianilandscape.com

CONSULTANTS:  
NORTHWORKS  
1512 N. Thorpe Street  
Chicago, Illinois  
T: 312-440-8850

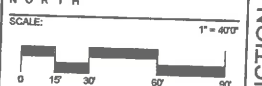
CLIENT:  
**Westleigh Properties, LLC**

270 E Westleigh Road  
Lake Forest, IL 60045

#	Date:	Description:	By:
03.11.2019	03.11.2019	Submittal Revisions/BRB	CB
04.11.2019	04.11.2019	Submittal Revision/BRB	CB
04.24.2019	04.24.2019	Submittal Revision/BRB	CB

This plan is conceptual, all dimensions are to be verified, standards are represented in this plan, and the owner is responsible for all details and specifications. All dimensions and specifications are subject to change without notice. All dimensions and specifications are subject to change without notice. All dimensions and specifications are subject to change without notice. All dimensions and specifications are subject to change without notice.

DESIGN: SDO  
DRAFTED: CB  
CHECKED: CVM



ISSUED DATE: 03.01.2019  
PROJECT NO: LUP19006

**SITE LANDSCAPE PLAN**

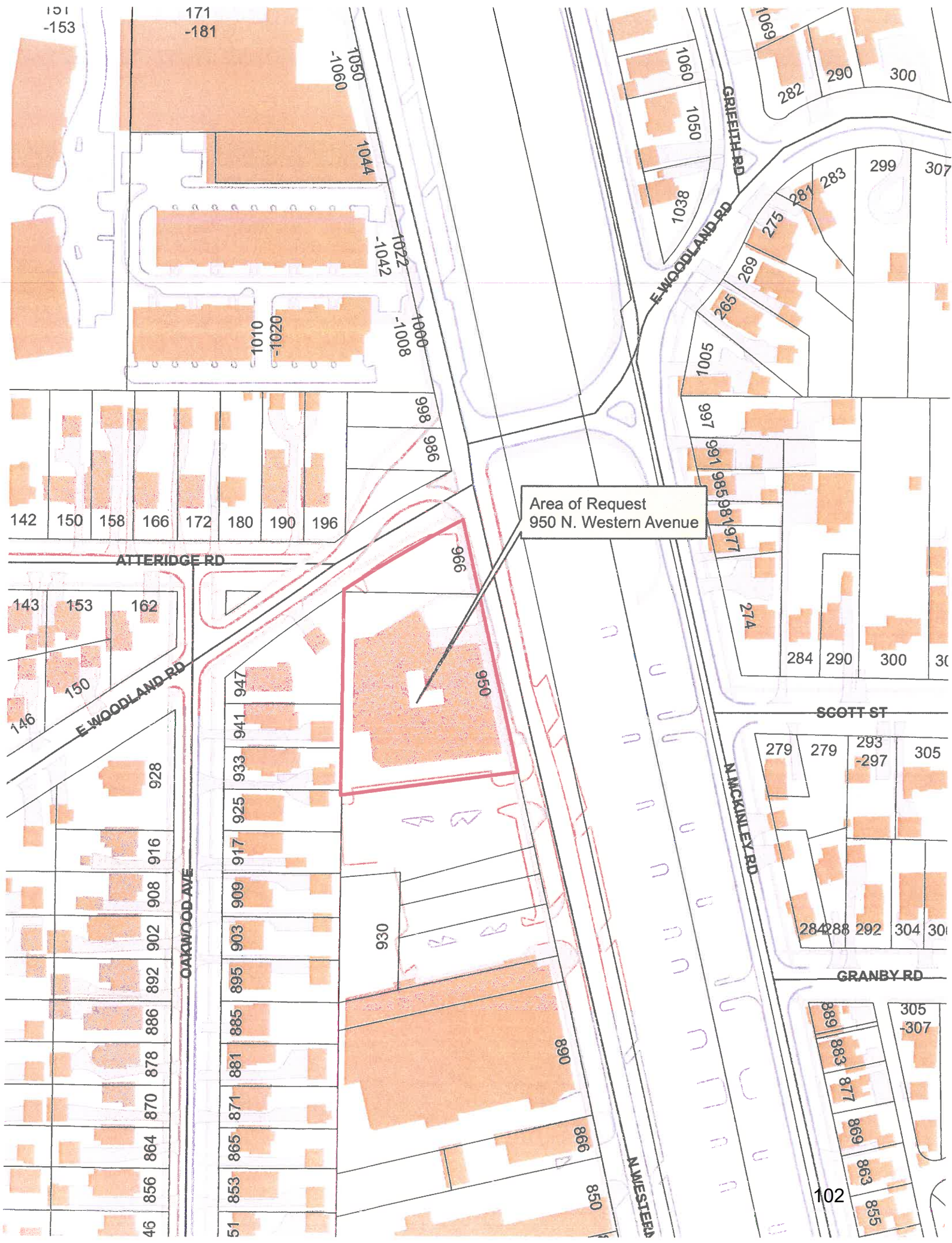
**L3.0**

NOT FOR CONSTRUCTION

MARIANI PLOT STAMP: J:\01 Projects\2019\LUP19006\02 Schematic\20190424\_Westleigh\_CIV Submittal

1 OVERALL SITE PLAN  
Scale: SCALE: 1" = 30'-0"





THE CITY OF LAKE FOREST

ORDINANCE NO. 2019- \_\_\_\_

AN ORDINANCE APPROVING ARCHITECTURAL AND SIGNAGE FOR THE PROPERTY  
LOCATED AT 950 N. WESTERN AVENUE, WESTWOOD CENTER

**WHEREAS**, Westwood Center, LLC (Todd Altounian, Nicole Altounian, Jennifer Bianchi and James Altounian II) ("**Owner**") is the owner of that certain real property commonly known as 950 N. Western Avenue, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

**WHEREAS**, the Property is located in the B-2, Community Commercial Business District; and

**WHEREAS**, the Owner desires to undertake storefront alterations, modification of a stairway, signage updates and landscape enhancements ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

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

**WHEREAS**, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at public hearings held on April 3, 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 B-2, Community Commercial Business District, under the City Code,

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

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

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

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

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

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

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

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

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

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

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

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

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2019.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

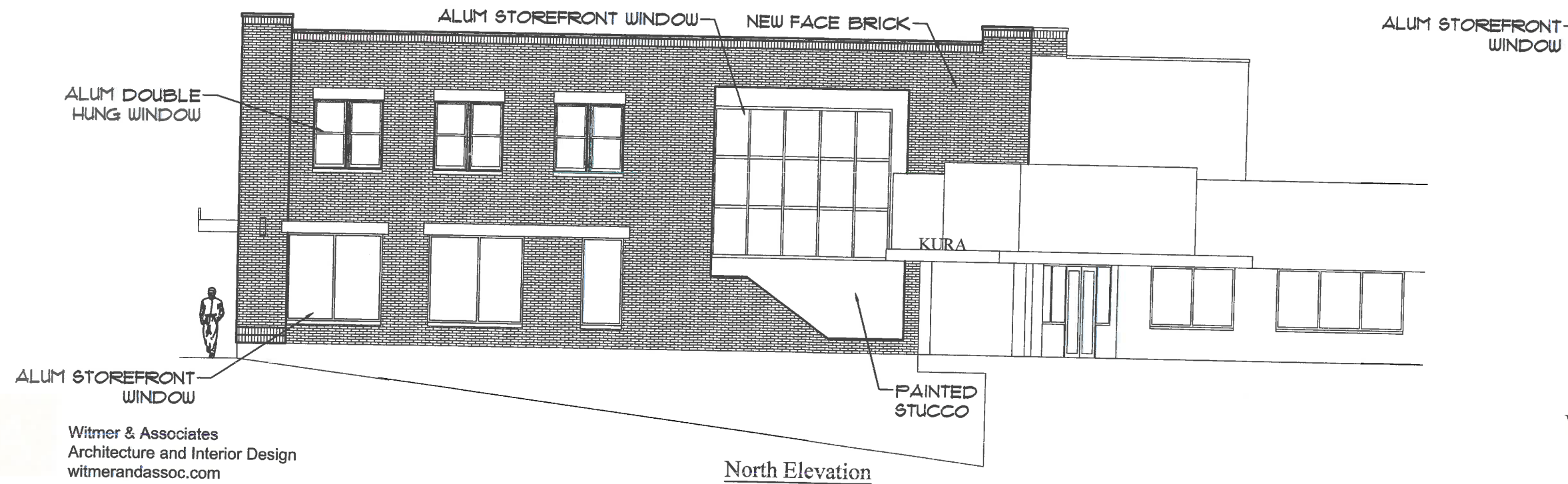
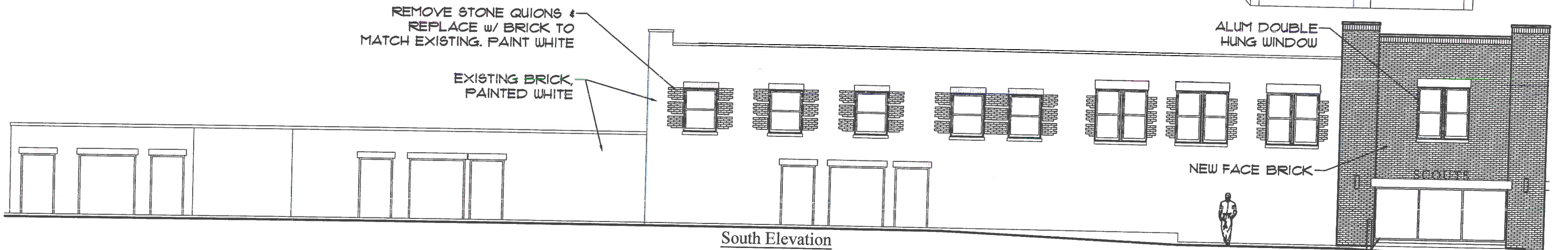
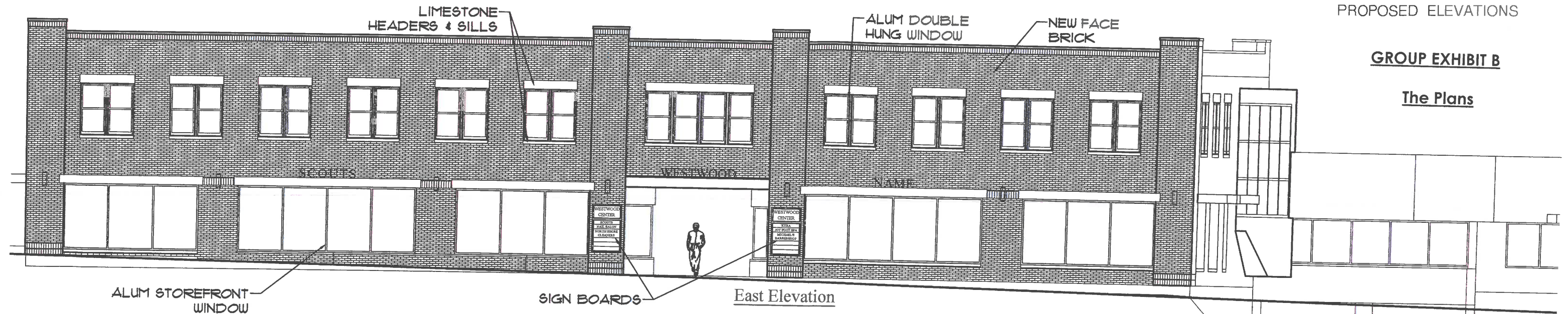
ATTEST:

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



**GROUP EXHIBIT B**

The Plans





The Plans



East Facade



Southeast Corner

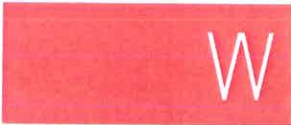
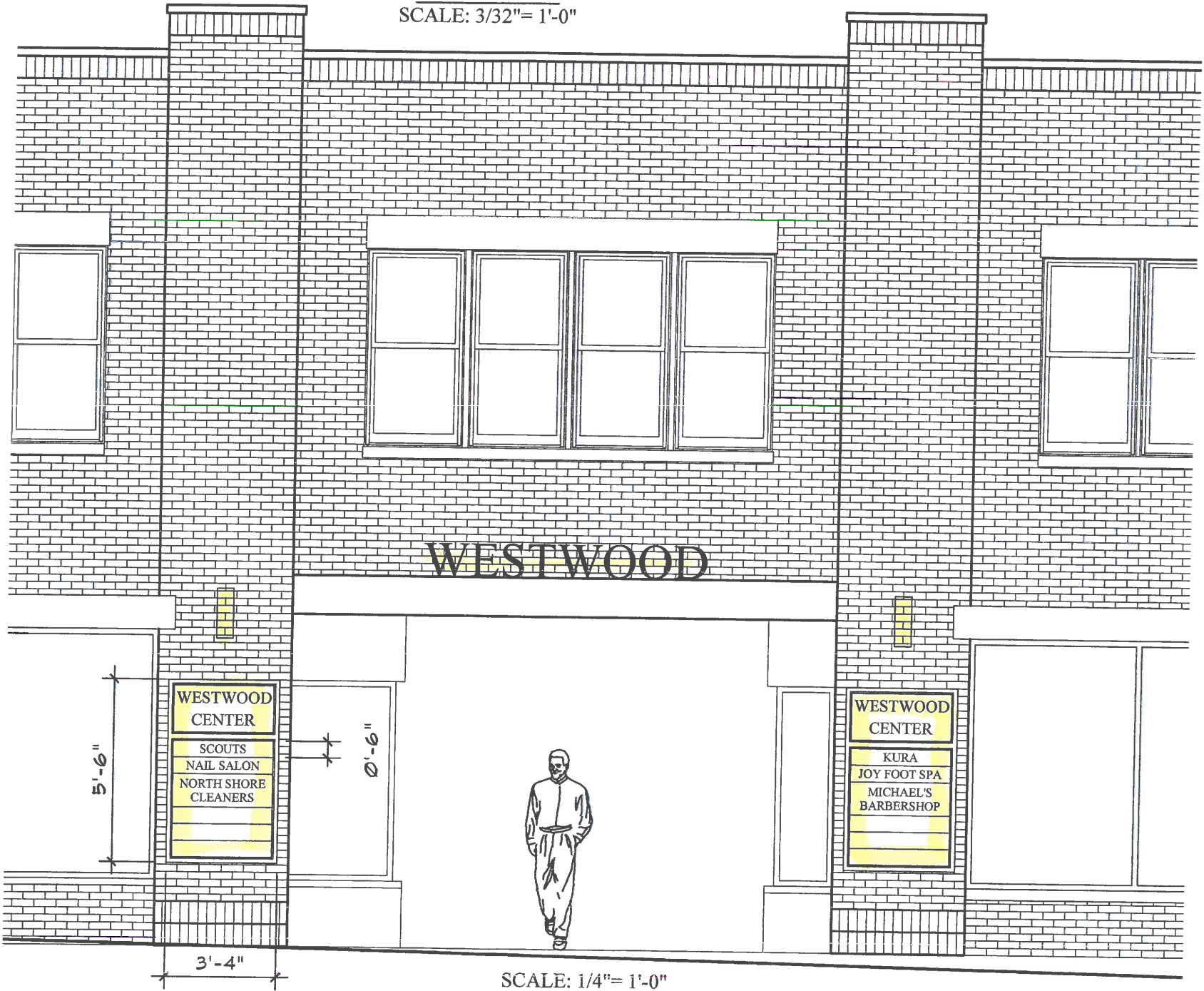


Northeast Corner





The Plans

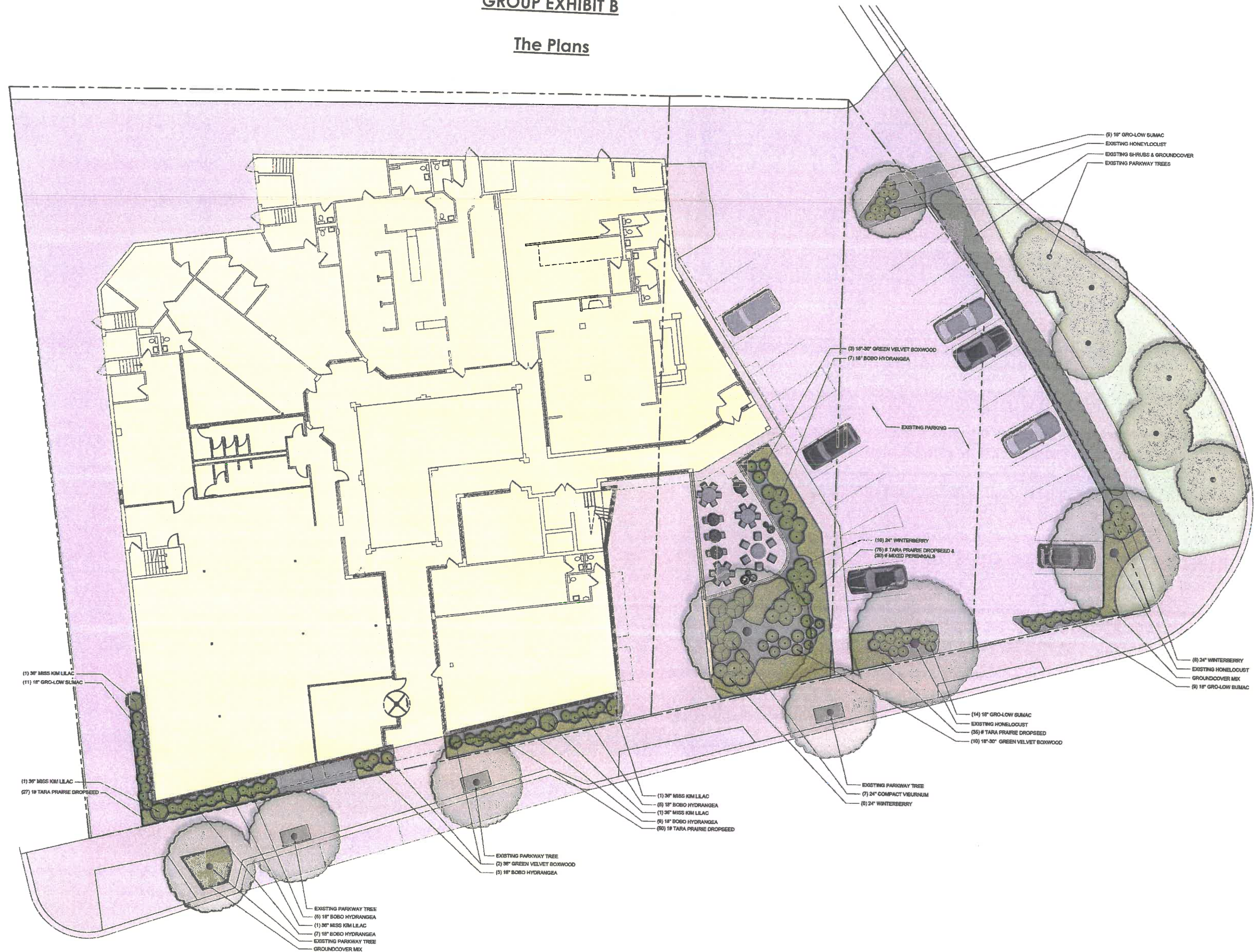




## The Plans



NOT FOR CONSTRUCTION







THE CITY OF LAKE FOREST

ORDINANCE NO. 2019-\_\_

AN ORDINANCE GRANTING A VARIANCE FROM THE SIDE YARD SETBACK  
REQUIREMENT FOR PROPERTY LOCATED AT 1165 W. DEERPATH

**WHEREAS**, James and Emily Bernahl ("**Owners**") are the owners of that certain real property commonly known as 1165 W. Deerpath, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

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

**WHEREAS**, the Owners desire to construct improvements, including a rear addition ("**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 159.083, R-3, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the side yard setback area; and

**WHEREAS**, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on April 2, 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 variance will not alter the essential character of the subject property, the surrounding area or the larger neighborhood in which the property is located. The rear addition will have limited visibility from off site and no visibility from the streetscape.
2. The unique combination of circumstances upon which the variance is requested, including the configuration of the existing house, the slab on grade construction, and a change in the zoning regulations since the house was constructed, are generally unique to this property and are not generally applicable to other properties in the same zoning district.
3. The hardship in conforming to the required side yard setback results from the approval of the subdivision and construction of the house prior to current zoning requirements and a change in zoning regulations over time and was not the result of actions by the current or past property owners.

4. The variance will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or substantially diminish property values. Landscaping exists to screen the proposed addition from the closest neighboring property.

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 the construction of the Improvements, as fully depicted on the Plans, partially within the side yard setback and no closer than 10'3" to the west 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.

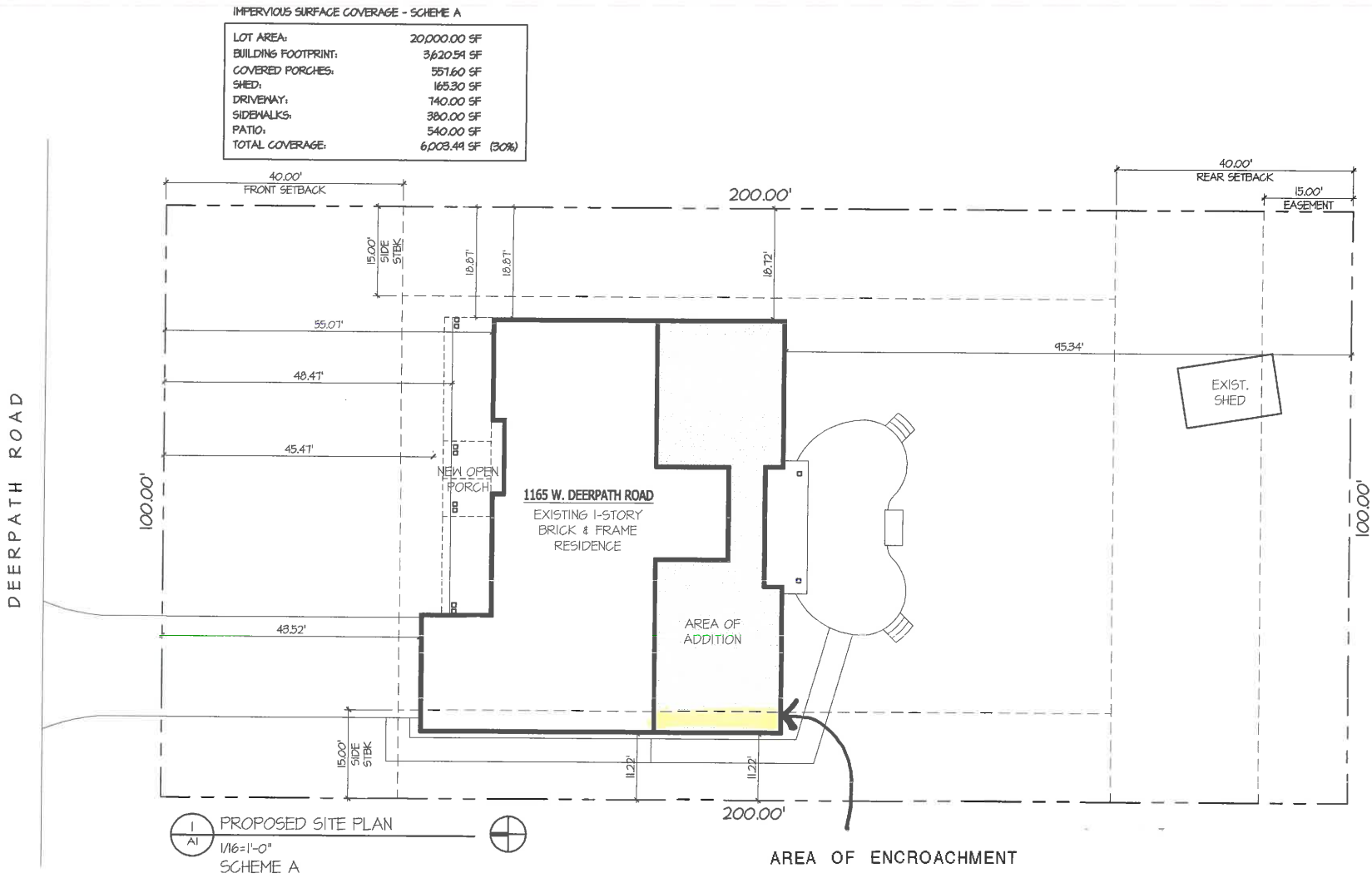
\_\_\_\_\_  
Mayor

ATTEST:

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

GROUP EXHIBIT B

The Plans



COPYRIGHT © BOOMGAARDEN ARCHITECTS 2019



BOOMGAARDEN  
ARCHITECTS



*Chad Boomgaarden*

PRELIMINARY  
NOT FOR CONSTRUCTION

BOOMGAARDEN  
ARCHITECTS

1315 CENTRAL AVENUE  
WILMETTE, IL 60091  
(847) 226-3230

04-30-2019	ISSUED FOR REVIEW
04-17-2019	ISSUED FOR ZONING
03-21-2019	ISSUED FOR ZONING

BERNAHL RESIDENCE  
ADDITION & RENOVATIONS  
1165 W. DEERPETH ROAD  
LAKE FOREST, IL 60045

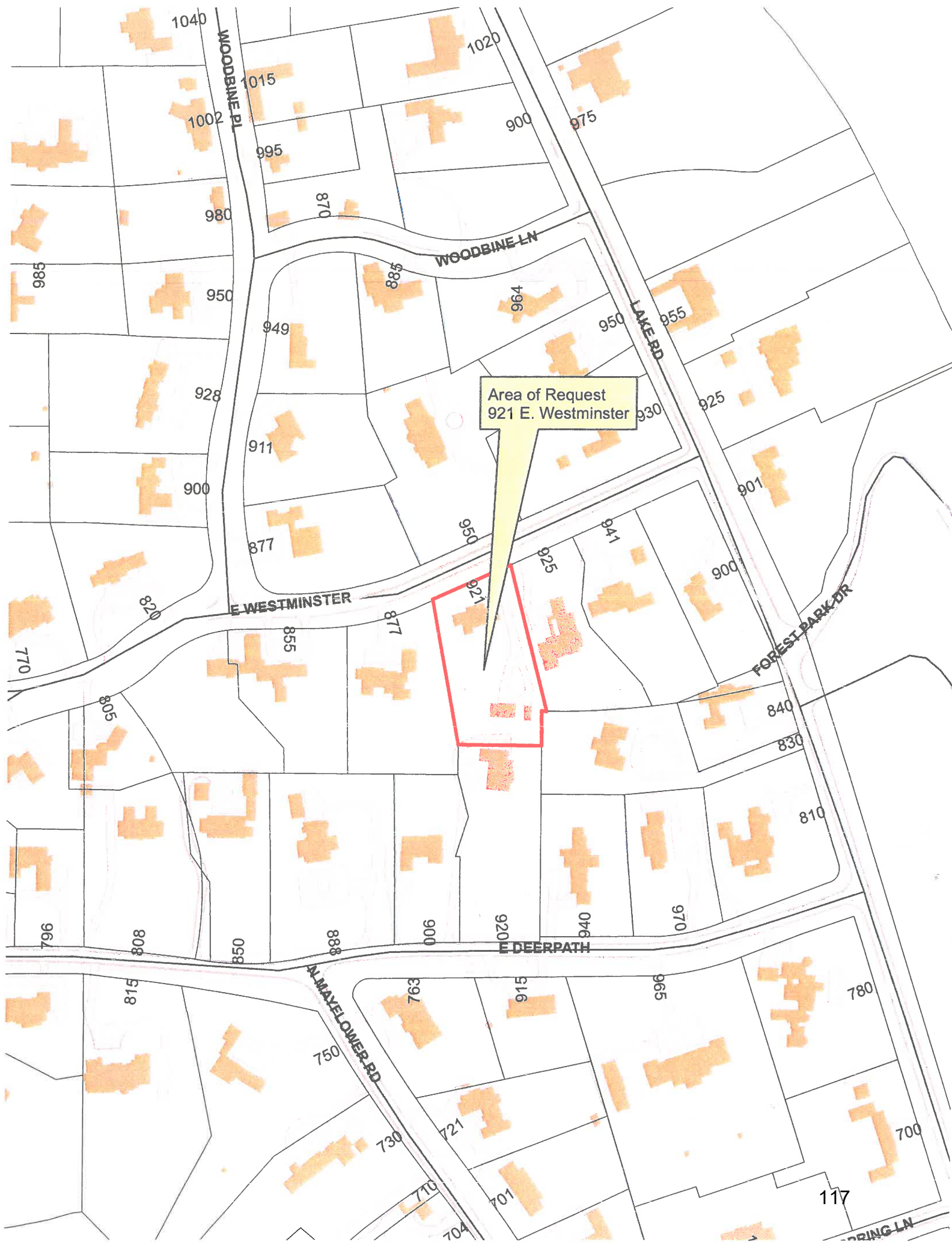
DRAWING TITLE:  
SITE PLAN

Project: 2017.44

DRAWING:

AI





THE CITY OF LAKE FOREST

ORDINANCE NO. 2019 - \_\_\_\_

AN ORDINANCE GRANTING A FLOOR AREA EXCEPTION FOR  
THE PROPERTY LOCATED AT 921 E. WESTMINSTER

**WHEREAS**, Nancy and Stephen Collins ("**Owners**") are the owners of that certain real property commonly known as 921 E. Westminster, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

**WHEREAS**, the Property has been designated as a Local Landmark or included in a Local Historic District pursuant to Chapter 155 of the City Code; and

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

**WHEREAS**, the Owner desires to construct various improvements, including a rear, one-story addition ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

**WHEREAS**, in order to construct the Improvements, Section 155.07 of the City Code requires the Owner to obtain a Certificate of Appropriateness ("**CoA**") from the Historic Preservation Commission ("**HPC**");

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

**WHEREAS**, pursuant to notice duly published, the HPC reviewed and evaluated the Plans at a public hearing held on April 24, 2019; and

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

1. the Property is located within the R-4 District under the City Code,

2. Owner proposes to construct the Improvements as depicted on the Plans,
3. as depicted on the Plans, the Improvements exceed the maximum floor area allowances set forth in Section 150-148(D) of the City Code,
4. the Improvements are consistent with the design standards in Section 150.147 of the City Code,
5. the Property is located in a local historic district or is designated as a Local Landmark and the Improvements are consistent with the standards in the Historic Preservation Ordinance, and approval of the Improvements as depicted on the Plans would further the purpose of the Historic Preservation Ordinance,
6. the HPC has determined that the Plans qualify for a CoA under the standards set forth in Section 155.08 of the City Code;
7. the location, massing and architectural detailing of the Improvements will mitigate the appearance of excessive height and mass of the structures and as a result, the proposed development of the Improvements as set forth on the Plans is in keeping with the streetscape and overall neighborhood,
8. the Improvements are sited in a manner that minimizes the appearance of mass from the streetscape or neighboring residences due to the placement of the existing vegetation. In addition, the proposed Improvements will not have a significant negative impact on the light to and views from neighboring homes.
9. the height and mass of the Improvements will generally be compatible with the height and mass of structures on adjacent lots, buildings on the street and on adjacent streets, and other residences and garages in the same subdivision,
10. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with this Ordinance, the recommended conditions, and the Plans, will meet the standards and requirements of Sections 150.147 and 150.148 of the City Code,

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

**WHEREAS**, the Mayor and City Council, having considered Owners' request for exceptions to the maximum floor area requirements set forth in Section 150.148 of the City Code and the findings and recommendations of the HPC, have determined that it is in the best interests of the City and its residents to grant such exceptions, subject to the terms and conditions hereinafter set forth; and

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

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

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

**SECTION TWO: Maximum Floor Area Exception Granted.** Pursuant to Section 155.08 of the City Code, and subject to the limitations therein and the conditions set forth in Section Three of this Ordinance, the City Council does hereby grant an exception to the maximum floor area requirements set forth in Section 150.148(D) of the City Code, as more fully depicted on the Plans, by allowing the Improvements which together with other structures on the Property will have a maximum square footage not to exceed 6,459 square feet, 13% over the allowable square footage.

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

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

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

- B. Compliance with Laws. Chapters 150, regarding building, 156, regarding subdivisions, 159, regarding zoning, and 155, regarding historic preservation, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owners shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.
- F. Other Conditions. The improvements shall be substantially in conformance with the Commission's deliberations as reflected on Exhibit C, Certification of Appropriateness, attached hereto.

**SECTION FOUR: Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if Owners have (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. 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.

ATTEST:

\_\_\_\_\_  
Mayor

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

The Plans

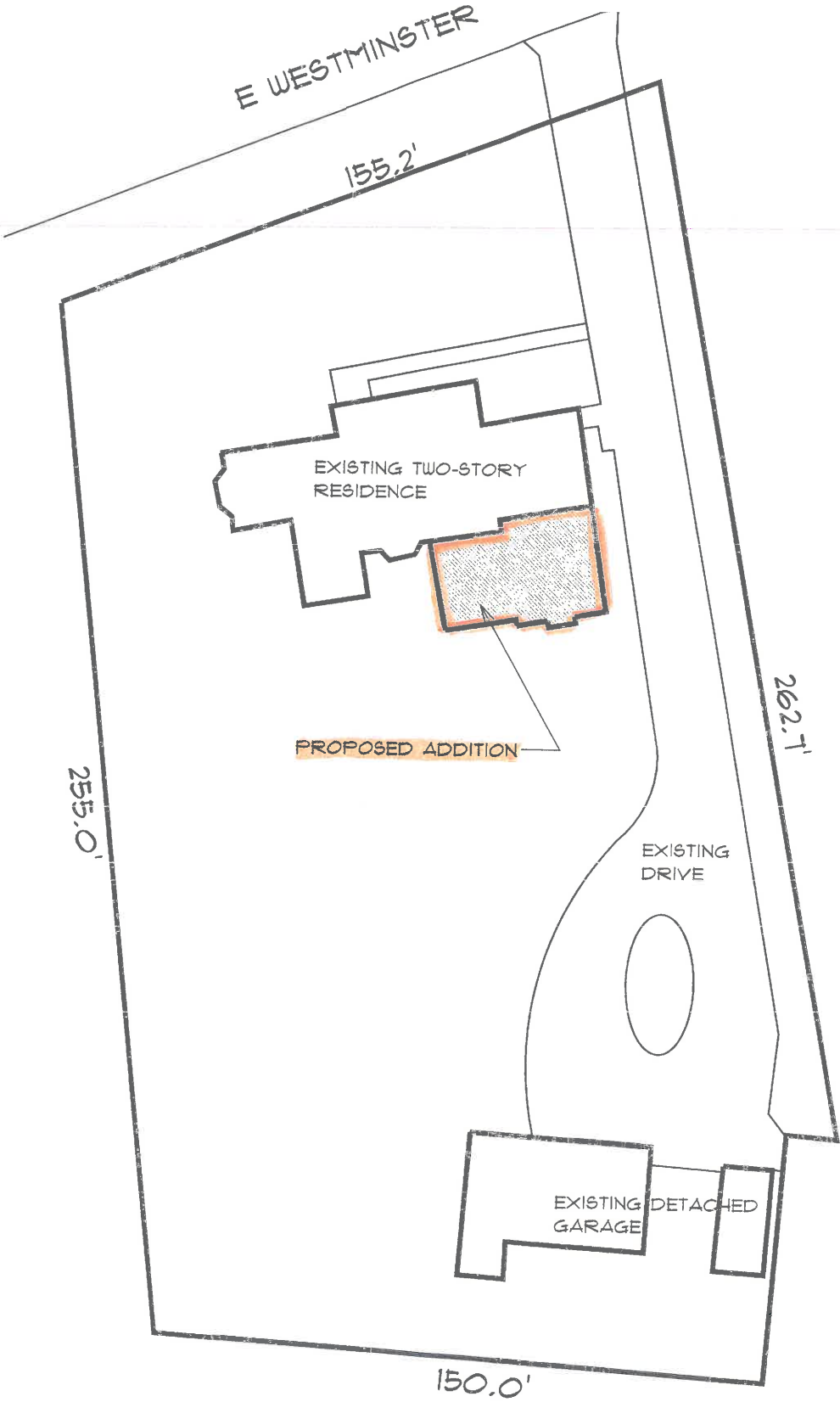
3-16-2019

ADDITION TO SINGLE-FAMILY RESIDENCE  
921 E. WESTMINSTER LAKE FOREST IL 60045

PURNELL ARCHITECTS, INC.  
234 E SHOREWOOD DRIVE  
ROUND LAKE BEACH IL 60073  
shawn@shawnpurnell.com 847-989-2772

SITE DIAGRAM  
NTS

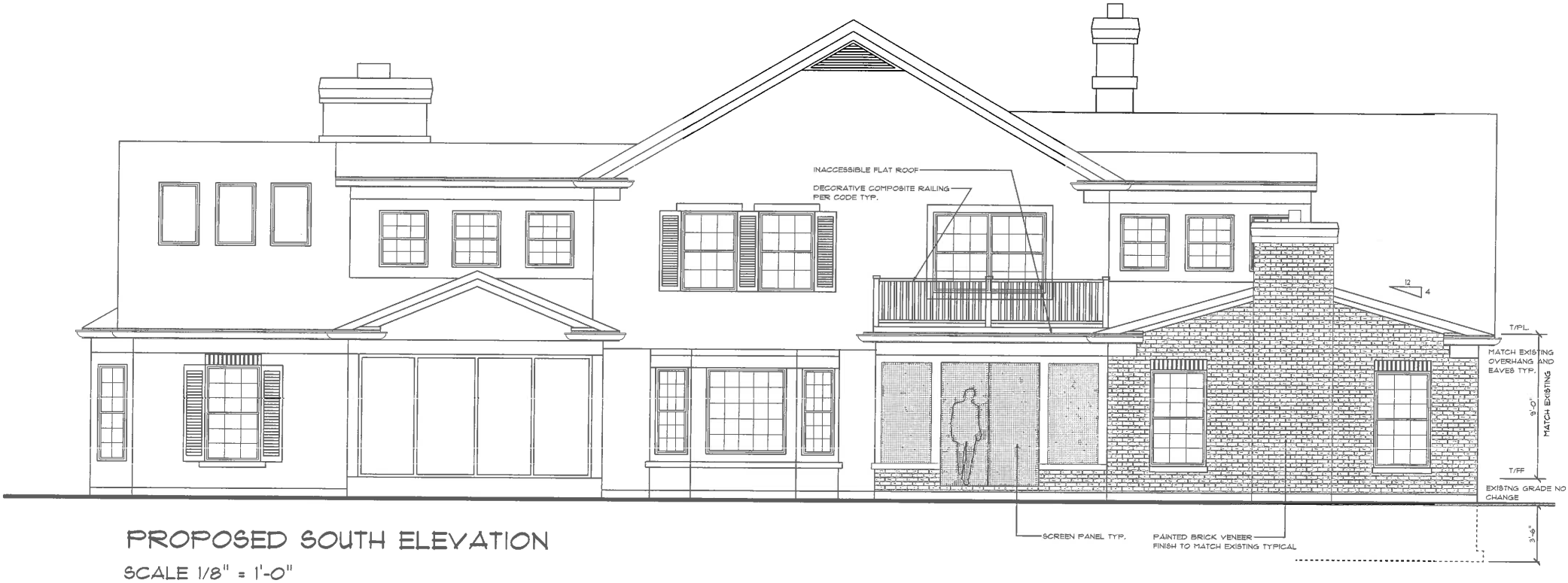
EXISTING LOT AREA = 45,700 SF  
EXISTING FIRST FLOOR AREA = 2425 SF  
EXISTING SECOND FLOOR AREA = 1941 SF  
EXISTING THIRD FLOOR AREA (BULK) = 40 SF  
PROPOSED ADDITION = 958 SF



RECEIVED  
MAR 21 2019

GROUP EXHIBIT B

The Plans





GROUP EXHIBIT B

The Plans



PROPOSED EAST ELEVATION  
SCALE 1/8" = 1'-0"