

ORDINANCE NO. 81-13

AN ORDINANCE AMENDING ORDINANCE 56-04 REGARDING
A SPECIAL USE PERMIT FOR A CONDITIONAL USE AT WOLTERS FIELD AND
WAIVING ENFORMENT OF SECTION 72.086(D) OF
"THE HIGHLAND PARK CODE OF 1966," AS AMENDED,
TO PERMIT PARKING ON GRASS SURFACES AT WOLTERS FILED
(1040 Park Avenue West)

WHEREAS, Township High School District 113 ("*District*") is the record title owner of approximately 30 acres of real property in the City, commonly known as 1040 Park Avenue West, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Property*"); and

WHEREAS, in 2004, the District submitted an application to the City requesting a special use permit in the nature of a conditional use to construct, operate, and maintain four outdoor lights on the Property for athletic and sporting purposes (collectively, the "*Lights*"); and

WHEREAS, on August 9, 2004, the City Council approved Ordinance No. 56-04, granting the special use permit subject to several specified conditions, all of which were acceptable to, and accepted by, the District ("*Special Use Ordinance*"); and

WHEREAS, on July 10, 2006, at the request of the District, the City Council approved: (i) Ordinance No. 47-06, amending the Special Use Permit to allow the installation of a chain-link fence on the eastern property line of the Property in lieu of landscaped screening; and (ii) Resolution No. R113-06, increasing the maximum quantity of events at which the Lights may be illuminated; and

WHEREAS, Section 5 of the Special Use Ordinance imposes specified conditions on the use of the Lights and of the Property, including: (i) restrictions on the quantity and schedule of events at which the Lights may be illuminated; (ii) restrictions on vehicular parking on the Property; and (iii) oversight over the use of the Lights and the Property by the Wolters Field Advisory Group; and

WHEREAS, Section 72.086(D) of "The Highland Park Code of 1968," as amended ("*City Code*"), prohibits vehicular parking on grass surfaces of the Property; and

WHEREAS, pursuant to Section 150.1406(D) of the "City of Highland Park Zoning Ordinance of 1997," as amended ("*Zoning Code*"), the District has submitted an application to the City seeking: (i) amendments to certain conditions set forth in Section 5 of the Special Use Ordinance ("*Proposed Amendments*"); and

WHEREAS, the District has also requested that the City waive the enforcement of Section 72.086(D) of the City Code to permit vehicular parking on grass surfaces on the Property; and

WHEREAS, a public hearing of the Plan Commission of the City of Highland Park to consider approval of the Proposed Amendments was duly advertised in the _____ and held on June 4, 2013; and

WHEREAS, on July 2, 2013, the Plan Commission approved findings of fact in support of the Proposed Amendments, in accordance with Sections 150.1405 and 150.1406(D) of the Zoning Code (Public Hearing No. 13-05-SUP-001); and

WHEREAS, the City Council has determined that the requested amendment to the special use permit comply with the required standards for special use permits and conditional uses as set forth in Sections 150.411 and 150.1404 of the Zoning Code; and

WHEREAS, the City Council has determined that it will serve and be in the best interests of the City to approve the Proposed Amendments to the Special Use Ordinance, and to waive enforcement of Section 72.086(D) of the City Code to permit vehicular parking on grass surfaces on the Property, all in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the City Council.

SECTION TWO: AMENDMENT OF SPECIAL USE ORDINANCE. In accordance with, and pursuant to, Article XIV of the Zoning Code and the home rule powers of the City, Section 5 of the Special Use Ordinance (No. 56-04) is hereby amended as follows:

"SECTION FIVE: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approvals granted in Sections Three and Four of this Ordinance, and the construction, operation, use, and enjoyment of the Light Structures shall be, and they are hereby, expressly subject to and contingent upon the compliance with each and all of the following conditions:

A. Construction and Installation of the Lights.

1. Specifications. The Lights shall be constructed and maintained in accordance with the Photometrics Plan.

2. Maximum Wattage. The two west side Light fixtures shall consist of a maximum of 19 flood lights each, with a maximum wattage of 1,500 watts per flood light. The two east side Light fixtures shall consist of a maximum of 24 flood lights each, with a maximum wattage of 1,500 watts per flood light.

3. Light Structures.

a. Maximum Number. Not more than four Light Structures shall be constructed on the Property.

b. Location. The Light Structures shall be constructed at the specific locations depicted on Exhibit B, and shall be setback at least 68 feet from the East property line of the Property, and at least 450 feet from the West property line of the Property.

c. Maximum Height. The Light Structures shall not exceed 70 feet in height. In accordance with the Zoning Code, height shall be measured from grade, as defined in the Zoning Code, to the top of the highest portion of the Light Structure.

B. Use of the Lights.

1. Prohibited Use. The Lights shall not be illuminated for any Event unless a Highland Park High School athletic team is participating, or was eligible to participate, in the Event.

2. Maximum Use.

a. ~~The maximum number of Lighted Events during the 2004-2005 School Fiscal Year shall be 25. Not more than four of the 25 Lighted Events shall be regular season Lighted Football Events. Not more than one of the 25 Lighted Events shall be a post season Lighted Football Event.~~

Additions are bold and double-underlined; deletions are struck through.

~~b. The maximum number of Lighted Events during the 2005-2006 School Fiscal Year may increase to up to 35 (including not more than five regular season Lighted Football Events and also including any and all post season Lighted Football Events) upon the adoption by the City Council of a resolution approving such increase. Such resolution shall not be adopted until after the City Council's receipt in July 2005 of the annual report filed by the Wolters Field Advisory Group pursuant to Section 5.G.7 of this Ordinance.~~

~~e. The maximum number of Lighted Events in all School Fiscal Years after the 2005-2006 may be increased to a maximum of 45 (including not more than five regular season Lighted Football Events and also including any and all post season Lighted Football Events) upon the adoption by the City Council of a single resolution approving such increase. Such resolution shall not be adopted until after the City Council's receipt in July, 2006 of the annual report filed by the Wolters Field Advisory Group pursuant to Section 5.G.7 of this Ordinance.~~

a. **Maximum Quantity of Lighted Events.**

i. **There shall not be more than 60 Lighted Events in a School Fiscal Year; provided that three additional Lighted Events shall be allowed exclusively for post season Lighted Football Events, as provided in Section 5.B.2.b of this Ordinance.**

ii. **Not more than five of the 60 Lighted Events permitted pursuant to Section 5.B.2.a.i of this Ordinance shall be regular season Lighted Football Events.**

iii. **Not more than 44 of the 60 Lighted Events permitted pursuant to Section 5.B.2.a.i of this Ordinance shall be a pre-season, regular season, or post season game, practice or contest that begins prior to dusk ("Regulated Twilight Event"). In no event shall the Lights be operated for a Regulated Twilight Event unless the Lights are necessary for safe completion of the Regulated Twilight Event.**

b. **Post Season Lighted Football Events.**

i. **Three additional Lighted Events in a School Fiscal Year shall be allowed for the exclusive purpose of a post season Lighted Football Events. For purposes of this Ordinance, "post season" shall mean an event that occurs after the completion of the regular season as a result of qualifying for playoff or championship rounds, and for which notice is provided in accordance with Section 5.B.2.b.ii of this Ordinance. In the event that no post season Lighted Football Events take place, the maximum number of Lighted Events in a School Fiscal Year shall remain at 60.**

ii. Immediately upon the scheduling of a post season Lighted Football Event on the Property, the District shall transmit notice of the scheduled post season Lighted Football Event to (1) the City Manager and (2) all parties to whom notification is required by Section 5.H of this Ordinance ("Post Season Notice"). Each Post Season Notice shall contain, at a minimum, the date and time of the scheduled post season Lighted Football Event, and shall be transmitted in accordance with the procedures established by Section 5.H of this Ordinance.

3. Use of Reduced Lighting. The Lights shall be illuminated at a reduced wattage level during post game maintenance and spectator exiting. The level of the reduced wattage shall not exceed 75% of the wattage at the full levels permitted under this Ordinance.

4. Light Shut Off. Under any and all circumstances, the Lights shall be turned off completely at the following times:

a. For all Regulated Twilight Events, not later than 8:00 p.m.;

b. For not more than eight Lighted Events that are not Regulated Twilight Events, at the time that is the earlier to occur of (i) 10:30 p.m. or (ii) 30 minutes after the end of a the Lighted Event; and

c. For all other Lighted Events, at the time that is the earlier to occur of (i) 9:30 p.m. or (ii) 30 minutes after the end of the Lighted Event.

5. Usage Log. The District shall maintain a website, available to the general public, on which it will post a log of Light usage ("Usage Log"). The Usage Log shall be updated not later than the conclusion of each School Fiscal Year, and shall contain, at a minimum, the date, event, and times for each event at which the Lights were used.

C. Traffic and Security Control.

1. Vehicular and Pedestrian Traffic and Security Plan.

a. Development of Plan. Representatives of the District will work with the City's Chief of Police to develop a vehicular and pedestrian traffic and security plan ("Traffic and Security Plan") that shall contain specific procedures for detailed levels of implementation for all Lighted Events on the Property and shall specifically include arrangements for (i) traffic control for ingress to and egress from the Property during Lighted Events, (ii) the locking and unlocking of the Athletic Drive gate, and (iii) the prohibition of cut-through traffic on Beverly Place and Sunset Road. The Traffic and Security Plan shall be completed in a form acceptable to, and approved in writing by, both the City Manager and the District Superintendent at least two weeks prior to the occurrence of the first Lighted Event of the 2004-2005 School Fiscal Year.

Additions are bold and double-underlined; deletions are struck through.

b. Implementation of Plan. The District shall, at its sole cost and expense, implement and adhere to the Traffic and Security Plan.

2. Special Arrangements for Lighted Football Events. In addition to the standard security for Lighted Events supplied by the District, at least three City police officers, or more, at the discretion of the City's Chief of Police, shall be assigned to security detail on the Property for each Lighted Football Event.

3. Reimbursement for City Services. The District shall pay to the City, promptly upon presentation of a written demand or demands therefore, all fees, costs, and expenses incurred or accrued in connection with the City providing City police personnel for an Event. The fees shall be based on the City's standard rate charged to entities for police duty events.

D. Parking.

1. General Parking Plan.

a. Development of Plan. The District shall prepare a parking plan ("***Parking Plan***") for all Events, which shall be completed in a form acceptable to, and approved in writing, by both the City Manager and the District Superintendent at least two weeks prior to the occurrence of the first Football Event of the 2004-2005 School Fiscal Year. Parking spaces depicted on that certain Wolters Field Site Plan, prepared by the District with a latest revision date of ~~August 9, 2004~~ **February 28, 2013**, a copy of which is attached to this Ordinance as **Exhibit C** and by this reference, made a part of this Ordinance, may be utilized; ~~provided, however, that no parking shall be permitted on any grass portion of the Property at any time. The Parking Plan shall provide that all District school buses shall be removed from the Property prior to, and for the duration of, any Football Event. The buses may be returned to the Property upon the conclusion of the Football Event.~~

b. Implementation of Plan. The District shall, at its sole cost and expense, implement and adhere to the Parking Plan.

2. Special Parking Arrangements for Lighted Events. Parking during Lighted Events shall comply with the approved Parking Plan and shall comply with the following additional conditions:

a. Parking shall be prohibited on the east side of the east lot on the Property, as depicted on Exhibit C during Lighted Events.

b. The District shall arrange for remote parking facilities to accommodate overflow parking and shall provide shuttling services for those that park at the remote parking facilities. The District shall prepare a plan for the shuttling of spectators to Lighted Events ("***Shuttling and Alternative Parking Plan***"), which shall be completed in a form acceptable to, and approved in writing, by both the City Manager and the District Superintendent at least two weeks prior to the occurrence of the first Football Event on the Property in the 2004-2005 School Fiscal Year. The Shuttling and Alternative Parking Plan shall include, without limitation, the following:

- i. The location of the remote lots;
- ii. The number of available parking spaces in the remote lots;
- iii. Evidence of the agreement between the District and the owner of the remote lot (if different than the District) permitting the use of the remote lot for parking;
- iv. The size and type of shuttle buses to be used;
- v. The route and general schedule for shuttle buses; and
- vi. Advance and on-site signage and notification directing Football Event attendees to the remote lots.

c. Parking may be permitted on grass portions of the Property located at least five feet from any lot adjacent to the Property that is used for residential purposes, provided that such parking is designed to prevent the shining of vehicular headlights into nearby residences.

3. Special Parking Arrangements for Lighted Football Events. Parking during Lighted Football Events shall comply with the approved Parking Plan, the special parking arrangements for Lighted Events in Section 5.D.2 of this Ordinance, and the following additional conditions:

- a. The District shall post barricades and volunteers that are at least 18 years of age at each barricade station, as depicted on the Parking Plan, to prohibit through traffic.
- b. The District shall comply with a resident-only parking pass system developed by the City Manager's office ("*Parking Pass System*"), which system shall limit parking in the area depicted on **Exhibit D** (Parking Restriction and Neighborhood Notification Area) to vehicles displaying such a pass. The City will create the necessary passes and install the necessary signs. The District shall reimburse the City for all costs the City incurs in developing and implementing the Parking Pass System.
- c. The District shall, at its sole cost and expense, provide traffic control personnel at the main ingress and egress area to Brook Estates.

4. Parking Lot Lighting.

- a. Temporary Lighting. Prior to the first Lighted Event of the 2004-2005 School Fiscal Year, the District shall install temporary lights in the parking lot on the Property ("*Temporary Parking Lot Lights*"), constructed in accordance with the plans and specifications included in Exhibit C. The Temporary Parking Lot Lights shall be located in the areas depicted on Exhibit C.
- b. Permanent Lighting. Permanent lighting of the parking lot on the Property shall be installed by the District and replace the

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Temporary Parking Lot Lights not later than September 1, 2005. Such permanent lighting shall be subject to the prior review and approval of the City Manager.

c. Use Restriction. The Temporary Parking Lot Lights and the permanent parking lot lights shall be turned on only in connection with a Lighted Event.

5. Parking on Athletic Field Drive. All parking on the Athletic Filed Drive portion of the Property, other than head-in westerly-facing parking shall be prohibited. The District shall provide dust-proof treatment of the Athletic Field Drive, in a manner satisfactory to the City Engineer.

E. Public Address System Upgrade and Use.

1. Immediate Repair. Prior to the first Event in the 2004-2005 School Fiscal Year, the existing public address sound system on the Property ("***Public Address System***") shall be reconfigured to decrease noise spillover levels, in a manner approved in writing by the City Manager.

2. Permanent Upgrade. Prior to October 1, 2004, the Public Address System shall be replaced with a system approved in advance, in writing, by the City Manager.

3. Noise Control. At all times, the District shall, to the greatest extent practicable, minimize the volume and noise emitted from the Public Access System.

F. Landscaping.

1. Landscape Plan. Landscaping shall be installed in accordance with the plans and specifications attached as Exhibit ~~C-1~~ C. All required landscaping and fencing depicted on Exhibit ~~C-1~~ C shall be installed no later than November 1, 2006. Prior to the construction on the Property of any fencing depicted on Exhibit ~~C-1~~ C, the District **shall** submit written notification of the commencement of the construction to the City Manager and to the owner or occupant of each of the residences listed on Exhibit D; provided, however, that the District shall not be required to receive approval of the City Design Review Commission prior to construction on the Property of the fencing depicted on Exhibit ~~C-1~~ C.

2. Landscaping Requirements.

a. The District shall install and maintain in a first-rate manner all of the landscaping in conformance with the Landscape Plan. Any plantings that are not healthy and growing within two years after planting shall be replaced by the District.

b. Landscaping and tree preservation on the Property shall be subject to the Landscape Plan, as well as the following additional conditions:

i. Unless otherwise approved in advance and in writing by the City Forester, no plant material to be installed on the

Property shall be purchased or relocated from a location that is not within a 150-mile radius of the City;

ii. Prior to any construction, fencing shall be erected, subject to the written satisfaction of the City Forester, to protect the existing trees located on the Property as designated for protection in the Landscape Plan;

iii. No grade alteration or construction shall take place within the drip line of any protected existing trees;

iv. All trees, shrubs, plantings, and ornamentals shall be healthy, and of the size, height, and species described on the Landscape Plan. The City Forester shall have the right to reasonably reject or require replacement of any landscaping that is not in accordance with the Landscape Plan;

v. The final grade of the Property shall contain a minimum of four to six inches of topsoil; and

vi. Upon installation, the trees required to be installed and planted pursuant to the Landscape Plan shall have the minimum height and diameter as represented on the Landscape Plan.

G. Wolters Field Advisory Group.

1. Formation. The Wolters Field Advisory Group ("Advisory Group") shall be appointed no later than October 1, 2004, and, except as expressly provided herein, appointments for subsequent School Fiscal Years shall be made prior to the first Event of a School Fiscal Year.

2. Membership. The Wolters Field Advisory Group shall consist of the following 11 members:

a. Five residents whose primary residence is located in the area depicted in Exhibit D, and who are ineligible to be members of the Wolters Field Advisory Group pursuant to any of Sections 5.G.2.b through 5.G.2.f of this Ordinance, appointed jointly by the Mayor and by the President of the Board of Education of the District.

b. One member of the City Council, and one alternate member of the City Council, each appointed by the Mayor.

c. One member of the Board of Education of the District, and one alternate member of the Board of Education, each appointed by the District.

d. The Chief of Police (or his or her designee).

~~d. e.~~ One member of the City staff, appointed by the City Manager.

~~e. f.~~ Two members of the District staff, appointed by the Superintendent of the District.

Additions are bold and double-underlined; deletions are struck through.

3. Chairperson Chairpersons; Presiding Officer at Meetings. The chairperson shall be elected by the ~~Wolters Field Advisory Group appointed by the Mayor from among its members~~ The City Council member of the Advisory Group (or, in his or her absence, the alternate member of the City Council) and the Board of Education member of the Advisory Group (or, in his or her absence, the alternate member of the Board of Education) shall be co-chairpersons of the Advisory Group. The co-chairpersons shall alternate as presiding officers of meetings of the Advisory Group.

4. Term. The term of each resident member of the Wolters Field Advisory Group appointed pursuant to Section 5.G.2.a of this Ordinance shall be one year; however, the term for the initial members of the Wolters Field Advisory Group shall commence on October 1, 2004 and continue to June 30, 2005. No resident member shall serve for more than two consecutive terms, unless no other residents are willing or able to serve. Non-resident members may serve indefinitely and at the discretion of the applicable appointing body. Notwithstanding the foregoing, all members shall hold office until their successors have been duly appointed, confirmed, and qualified.

5. Charter and Responsibilities. The Wolters Field Advisory Group shall ~~(a) examine compliance with the conditions of this Ordinance and (b) review the impact, if any, that the use of the Lights may have on the neighborhood depicted on Exhibit D, and make recommendations to the City Council for the mitigation of any such impacts.~~ The Wolters Field Advisory Group is a joint committee between the City and the District. The Group's responsibility is to review the impact on the surrounding neighborhood, if any, of: (a) the Lights; (b) sound emanating from the Property; and (c) vehicular traffic related to Lighted Events at the Property. In conducting such review, the Advisory Group shall take into account the educational, extracurricular, and psychosocial needs of the District and its students. The Advisory Group shall present, and the City and the District shall consider, the issues, concerns, and recommendations identified in the course of such review.

6. Meetings. The first meeting of the Wolters Field Advisory Group shall be held no later than October 15, 2004. ~~The Group shall meet at least once every three months thereafter through the end of the 2006-2007 School Fiscal Year, after which the Group shall determine the number of meetings it shall have each year. The first meeting in each School Fiscal Year after the 2004-2005 School Fiscal Year shall occur before the first Event of each School Fiscal Year.~~ The Wolters Field Advisory Group shall meet in June and November of each calendar year. All meetings shall be open to the general public.

7. Report to District and to City Council. The Wolters Field Advisory Group shall prepare and deliver to the District and to the City Council a written annual report within one month after the end of each School Fiscal Year addressing the issues and matters for which the Group has been charged with responsibility pursuant to this Ordinance.

H. Neighborhood Notification. At least two weeks prior to the first Event of each School Fiscal Year, the District shall mail written notification (or send notice by e-mail to those who have supplied e-mail addresses to the District) containing the

Additions are bold and double-underlined; deletions are struck through.

~~following information~~ **the schedule of all Lighted Events for the upcoming School Fiscal Year** to the owner or occupant of each of the residences included in Exhibit D: **The District shall post changes to the schedule on its general website.**

- ~~1. The schedule of all Lighted Events for the upcoming School Fiscal Year.~~
- ~~2. The schedule of meetings of the Wolters Field Advisory Group for the upcoming School Fiscal Year.~~
- ~~3. The names, addresses, and telephone numbers of the individuals appointed to the Wolters Field Advisory Group.~~

~~Notice of any special or rescheduled meeting of the Wolters Field Advisory Group shall be delivered to the same notice group at least one week prior to the special or rescheduled meeting.~~

I. Contact Person. The District shall designate a contact person to be present on the Property during the full duration of each Lighted Event to respond to any complaints during the Lighted Event. The District shall provide the contact person's name and contact information to the City's police department at least 24 hours prior to each Lighted Event.

J. Compliance with Regulations. The development, use, operation, and maintenance of the Lights and the Light Structures shall comply with all applicable City building and engineering codes, as well as any other related City ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

K. Property Construction Protections.

1. During construction of the Light Structures on the Property, the District at a minimum, shall:
 - a. Provide, and require the use of, temporary and durable off-street parking spaces on the Property for construction employees; and
 - b. Maintain the Property and all streets, sidewalks, and other public property in and adjacent to the Property in a good and clean condition at all times, and promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by the District or any of the District's construction employees or contractors; and repair any damage that may be caused by the activities of the District or any of the District's agents contractors or other forces.
2. Prior to commencing the construction of the Light Structures on the Property, submit to and obtain approval from the Director of Community Development of a construction traffic plan that, at a minimum, (i) prescribes routes of access to the Property for construction traffic, (ii) ensures the protection of pedestrians, and (iii) minimizes disruption of traffic and damage to paved public streets.

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L. Completion of Construction. If the District, subject to Force Majeure, fails to diligently pursue all construction of the Light Structures as permitted by this Ordinance to completion within the time period prescribed in any building permit or permits issued by the City or other entity for such construction, and if the building permit or permits are not renewed within three months after the expiration thereof, then the District shall, within 60 days after written notice from the City, remove any partially constructed or partially completed Light Structures from the Property. In the event the District fails or refuses to remove said Light Structures as required, the City shall, at its option, demolish, and/or remove any of said Light Structures and the City shall have the right to charge the District an amount sufficient to defray the entire cost of such work, including legal and administrative costs. If the amount so charged is not paid by the District within 30 days following a demand in writing by the City for such payment, such charge, together with interest and costs of collection, shall become a lien against the Property and the City shall have the right to collect such charge, with interest and costs, and to enforce such lien in the same manner as mortgage foreclosure proceedings.

M. Violation. A violation of any term, condition, or provision of this Ordinance shall constitute a violation of the Zoning Code, and, if found liable by a hearing officer of the Highland Park Administrative Hearing System or by another court of competent jurisdiction, shall subject the violator to the fines, penalties, and enforcement provisions contained in Section 150.112 of the Zoning Code.

N. Indemnification. The District agrees to, and does hereby, hold harmless and indemnify, including the payment of all legal fees, the City, the City Council, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the City's adoption of this Ordinance granting the special use permits and the Ordinance amending the text of the Zoning Code; provided that the total cost to the District shall not exceed 50% of the total cost incurred by, or claim asserted against, the City."

SECTION THREE: WAIVER. The City Council hereby waives the enforcement of Section 72.086(D) of the City Code to permit vehicular parking on grass surfaces on the Property.

SECTION FOUR: CONFLICTING PROVISIONS. Except as provided otherwise in this Ordinance, all terms, provisions, and requirements of the Special Use Ordinance (as amended by Ordinance No. 47-06) shall remain unchanged and in full force and effect. In the event of a conflict between this Ordinance and either Ordinance No. 56-04 or Ordinance No. 47-06, this Ordinance shall control.

SECTION FIVE: REPEALER. Resolution No. R113-06 is hereby repealed in its entirety, and hereafter is of no force or effect.

SECTION SIX: RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded with the Lake County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein shall inure solely to the benefit of, and be binding upon, the District and its heirs, representatives, successors, and assigns.

SECTION SEVEN: FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the District to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the City, the approvals granted in Sections Two and Three of this Ordinance and the Special Use Ordinance shall, at the sole discretion of the City Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the City Council may not so revoke the approvals granted in Sections Two and Three of this Ordinance or the Special Use Ordinance unless it shall first provide the District with two months advance written notice of the reasons for revocation and an opportunity

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to be heard at a regular meeting of the City Council. In the event of such revocation, the City Manager and Corporation Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION EIGHT: AMENDMENTS. Any amendment to any provision of this Ordinance or of the Special Use Ordinance that may be requested by the District after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code for the amending or granting of special use permits.

SECTION NINE: EFFECTIVE DATE.

A. This Ordinance shall be effective only upon the occurrence of all of the following events:

1. Passage by the City Council in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the District with the City Clerk of a fully executed Unconditional Agreement and Consent, in the form of **Exhibit B** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the City for any claims that may arise in connection with the approval of this Ordinance.

B. In the event that the District does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 9.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

AYES: Mayor Rotering, Councilmen Stone, Kaufman, Frank, Blumberg, Naftzger, Knobel

NAYS: None

ABSENT: None

PASSED: August 12, 2013

APPROVED: August 12, 2013

PUBLISHED IN PAMPHLET FORM: August 13, 2013

ORDINANCE NO. 81-13



Nancy R. Rotering, Mayor

ATTEST:


Ghida S. Neukirch, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The West 30 Acres of that Parcel of Land Described as the West Half of the Southeast Quarter of Section 22, Township 43 North, Range 12, East of the Third Principal Meridian (except the South 34 Acres of Said West Half of Said Southeast Quarter in Said Section 22), in Lake County, Illinois.

Commonly known as 1040 Park Avenue West.

EXHIBIT B

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Highland Park, Illinois ("City"):

WHEREAS, Township High School District 113 ("*District*") filed an application: (a) to amend its existing special use permit in the nature of a conditional use for the construction and operation of outdoor lights on the property located at the address commonly known as 1040 Park Avenue West in the City ("*Property*"); and (b) for a waiver of enforcement of Section 72.086(D) of the City Code to permit vehicular parking on grass surfaces on the Property (collectively, the "*Requested Relief*"); and

WHEREAS, Ordinance No. _____, adopted by the City Council on _____, 2013 ("*Ordinance*"), grants the Requested Relief to the District; and

WHEREAS, Section Nine of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the District shall have filed, within 30 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, The District does hereby agree and covenant as follows:

1. The District does hereby unconditionally agree to, accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The District acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The District acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's granting of the Requested Relief or its adoption of the Ordinance, and that the City's approval of the Requested Relief does not, and shall not, in any way, be deemed to insure The District against damage or injury of any kind and at any time.

4. The District does hereby agree to hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the City's adoption of the Ordinance granting the Requested Relief.

Dated: _____, 2013

ATTEST:

TOWNSHIP HIGH SCHOOL DISTRICT 113

By: _____

By: _____

Its: _____

Its: _____