

**THE CITY OF LAKE FOREST  
CITY COUNCIL AGENDA**

**\*\*Tuesday,** January 21, 2025  
220 E. Deerpath  
Lake Forest, IL 60045

**CALL TO ORDER AND ROLL CALL immediately following Finance Committee meeting at 6:30pm**

Honorable Mayor, Stanford R. Tack

Nancy Novit, Alderman First Ward

Ara Goshgarian, Alderman Third Ward

Peter Clemens, Alderman First Ward

Alice LeVert, Alderman Third Ward

Edward U. Notz, Jr., Alderman Second Ward

Eileen Looby Weber, Alderman Fourth Ward

John Powers, Alderman Second Ward

Richard Walther, Alderman Fourth Ward

**PLEDGE OF ALLEGIANCE**

**REPORTS OF CITY OFFICERS**

**1. COMMENTS BY MAYOR**

- A. Approval of a Resolution of Appreciation for Retiring Finance Director Elizabeth Holleb**

A copy of the resolution is attached on **page 20**.

**COUNCIL ACTION: Approval of the Resolution**

- B. ELECTION AND APPOINTMENT OF CITY OFFICERS**

**ELECTION BY THE CITY COUNCIL AND APPOINTMENTS BY THE MAYOR AS REQUIRED BY CHARTER AND CITY CODE**

Interim City Treasurer

Diane Hall

**COUNCIL ACTION: Approval of the Mayor's appointment**

- C. Appointment of Deputy Police Chief Micheal Lange as The City of Lake Forest ESDA Coordinator**

**COUNCIL ACTION: Approve the Appointment**

- D. Approval of a Resolution of Appreciation for K-9 Chase**

A copy of the resolution is attached on **page 21**.

**COUNCIL ACTION: Approval of the Resolution**

**2. COMMENTS BY CITY MANAGER**

- A. Overview of Enhancements to Bank Lane between Deerpath and Southgate (omnibus item)

-Catherine Czerniak, Director of Community Development

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

**4. COMMITTEE REPORTS**

**5. ITEMS FOR OMNIBUS VOTE CONSIDERATION**

- 1. Approval of the November 18, 2024, City Council Meeting Minutes

A copy of the minutes can be found beginning on **page 22**

COUNCIL ACTION: Approval of the November 18, 2024, City Council Meeting Minutes

- 2. Approval of the December 2, 2024, City Council Meeting Minutes

A copy of the minutes can be found beginning on **page 29**

COUNCIL ACTION: Approval of the December 2, 2024, City Council Meeting Minutes

- 3. Approval of a Resolution Appointing a Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency (IRMA).

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

**PURPOSE AND ACTION REQUESTED:** Staff requests approval of the resolution to appoint delegates to IRMA.

**BACKGROUND/DISCUSSION:** Due to the anticipated retirement of Finance Director Elizabeth Holleb, who served as the Alternate Delegate to IRMA, it is necessary to appoint a new Alternate Delegate. It is recommended that City Manager Jason Wicha continue to serve as the Delegate and that Assistant Finance Director Diane Hall be appointed as the City’s Alternate Delegate. A copy of the Resolution can be found on **page 36**.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
City Council	7/1/13	Resolution approved appointing Robert Kiely as Delegate and Elizabeth Holleb as Alternate Delegate.

City Council	2/19/19	Resolution approved appointing Jason Wicha as Delegate and Elizabeth Holleb as Alternate Delegate.
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**BUDGET/FISCAL IMPACT:** N/A

**COUNCIL ACTION:** Approval of a Resolution Appointing Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency (IRMA).

**4. Approval of Resolutions Required for Bank Purposes to Amend Authorized Signers on City bank accounts and Assign Diane Hall, Assistant Finance Director as the Principal Authority for the Illinois Funds account.**

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

**PURPOSE AND ACTION REQUESTED:** Staff requests approval of changes to the authorized signers on City bank accounts and the assignment of the principal authority for Illinois Funds.

**BACKGROUND/DISCUSSION:** The City is required to approve resolutions establishing authorized signers on each bank account. Due to the departing Finance Director effective January 24, 2025, new resolutions are required for City bank accounts. Following are the proposed signers by account:

Illinois Funds requires the City assign a staff member as the Principal Authority to the City’s account. The Principal Authority is responsible for signing documents to update users on the account.

Lake Forest Bank & Trust – Operating & Transfer Accounts	Lake Forest Bank & Trust – Flex Benefit Plan	Lake Forest Bank & Trust – Medical and Dental	Lake Forest Bank & Trust – Golf Operating Account
Jason Wicha	Jason Wicha	Jason Wicha	Jason Wicha
Diane Hall	Diane Hall	Diane Hall	Diane Hall
Jamese Scott	Jamese Scott	Jamese Scott	Bryan Howard
Mark Krygeris	Mark Krygeris	Mark Krygeris	Jonathan Grossman
		Ronald Walter	Vince Juarez
		Steven Walter	
		Jeffrey Walter	

Illinois Funds	Lake Forest Bank & Trust – Market Square
Jason Wicha	Jason Wicha
Diane Hall	Diane Hall

**BUDGET/FISCAL IMPACT:** None

**COUNCIL ACTION:** Approval of Resolutions Required for Bank Purposes to Amend Authorized Signers on City bank accounts and Assign Diane Hall, Assistant Finance Director as the Principal Authority for the Illinois Funds account.

**5. Approval of the Check Register for the Period of November 23rd – December 31, 2024**

STAFF CONTACT: *James Scott, Staff Accountant (847-810-3618)*

**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 November 23 - December 31, 2024**

	Fund	Invoice	Payroll	Total
101	General	558,352	2,027,704	2,586,055
501	Water & Sewer	768,368	244,045	1,012,413
220	Parks & Recreation	250,990	475,156	726,147
311	Capital Improvements	739,805		739,805
202	Motor Fuel Tax			0
230	Cemetery	31,712	48,454	80,167
210	Senior Resources	12,313	41,375	53,689
510	Deerpath Golf Course	13,659	2,686	16,345
601	Fleet	122,558	71,687	194,245
416 - 434	Debt Funds	2,926,031		2,926,031
248	Housing Trust			0
201	Park & Public Land			0
	All other Funds	1,049,384	222,967	1,272,351
		<b>\$6,473,173</b>	<b>\$3,134,075</b>	<b>\$9,607,247</b>

Included in the subtotal denoted as "All other Funds" is \$648,877 in Medical and Dental plan expenditures and \$254,738 in Water & Sewer Cap Imp Fund Expenditures.

**COUNCIL ACTION:** Approval of the Check Register for the Period of November 23rd – December 31, 2024

**6. Approval of an Amended Memorandum of Understanding between the City of Lake Forest and Lake Forest Library**

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

**PURPOSE AND ACTION REQUESTED:** Staff is requesting City Council approval of an amended Memorandum of Understanding with the Lake Forest Library to allow the library to utilize the City's investment platform eConnectDirect to invest idle cash reserves and achieve a higher interest rate.

**BACKGROUND/DISCUSSION:** The City and Lake Forest Library have a long history of partnership that reduces overall costs to Lake Forest taxpayers. The City provides financial services including payroll, cash receipts, accounts payable and cash depository services for a nominal administrative charge. Lake Forest library employees participate in the City's Illinois Municipal Retirement Fund (IMRF) employer account as well as the City's medical and dental insurance programs.

Following the January 2024 City Council Finance Committee meeting on the City's investment program, Finance staff initiated discussions with Library staff to determine whether they might be interested in accessing alternative investment products via the City's partnership with Multi-Bank Securities eConnectDirect platform. Finance Director Holleb provided a demonstration to the Library Board Finance Committee on April 9 and the committee expressed interest in pursuing this option. An MOU was drafted and reviewed by the City Attorney's office, which was shared with the library for review and consideration. On June 18, the Library Board of Trustees took the following actions:

- Passed a Resolution adopting the same investment policy as the City of Lake Forest's Investment Policy,
- Approved the Draft Memorandum of Understanding with City of Lake Forest, and
- Designated the Library Executive Director as the Library's Investment Officer who will execute investment decisions under the overall direction of the Library Finance Committee.

On July 15, 2024, the City Council approved the Draft Memorandum of Understanding. Since that time, the City and Library representatives have worked in cooperation to implement a new investment program for the library. Based on the early success of the program, the Library Board would like to amend the Memorandum of Understanding to extend the maximum duration of any investment purchased from three (3) to five (5) years, as well as to increase the total face value of all Library investments from \$4 million to \$6 million.

At this time, the proposed MOU (**Page 37**) is presented to the City Council for approval. The Library Board of Trustees will also consider approval on January 21.

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

**COUNCIL ACTION:** Approval of an Amended Memorandum of Understanding between the City of Lake Forest and Lake Forest Library

**7. Consideration of an Ordinance Amending the City of Lake Forest City Code Regarding the Class I-2 Liquor License (First reading and if appropriate final approval)**

STAFF CONTACT: *Margaret Boyer, City Clerk, (847-810-3674)*

**PURPOSE AND ACTION REQUESTED:** At the direction of the City's Liquor Commissioner, Staff is requesting consideration of an Ordinance amending the City's Liquor Code to increase the number of liquor licenses in the I-2 Liquor license categories.

**BACKGROUND AND DISCUSSION:** The Liquor Commissioner has received a request from Winter Club, located at 956 Sheridan Road who currently has a D-1 liquor license and would like to add the I-2 license to offer the service and consumption of bring-your-own-beverages on the licensed premises.

As the Council is aware, the issuance of liquor licenses is under the purview of the City's Liquor Commissioner and the Mayor serves in that role. However, the City Code only authorizes a specific number of liquor licenses and, historically, this number coincides with the current number of licenses issued.

When new requests for liquor licenses are submitted, and after review by the Liquor Commissioner and a determination that the Issuance of a license is appropriate, the City Council is asked to consider an amendment to the Liquor Code to increase the number of available licenses. In this case, the number of I-2 Liquor licenses will increase by one. The proposed ordinance showing the number of Class I-2 Liquor licenses can be found beginning on **page 40**.

**BUDGET/FISCAL IMPACT:** The fiscal impact of adding additional licenses would have a positive impact on liquor license revenues.

**COUNCIL ACTION:** Consideration of an Ordinance Amending the City of Lake Forest City Code to increase the number of Licenses available in the Class I-2 Liquor license categories (First reading and if appropriate final approval).

**8. Approval of a Third Amendment to the License Agreement Between the City of Lake Forest and the Music Institute of Chicago to occupy a portion of Volwiler Hall, located at 40 E. Old Mill Road**

STAFF CONTACT: *Keri Kaup, Assistant to the City Manager (847-810-3677)*

**PURPOSE AND ACTION REQUESTED:** Staff is requesting approval of a Third Amendment to a License Agreement between the City of Lake Forest and the Music Institute of Chicago ("MIC") which authorizes an extension of the existing Agreement through December 31, 2031.

**BACKGROUND/DISCUSSION:** The MIC, a community music school, has occupied a portion of Volwiler Hall on Grove Campus since 2008 when it assumed a lease under the same terms and conditions from the Lake Forest Symphony. Between 2010 and 2014, the City and MIC entered into several lease extensions to work toward either a long-term license agreement or sale of the building to the MIC. During this time, the City also embarked on a Comprehensive Master Plan for Grove Campus, which established a vision for the Campus to provide education, exposure and experiences to the communities in the areas of art, music, humanities and society. The Plan also affirmed the presence and occupancy of the MIC to offer high quality music education for all ages and levels of ability.

In 2015, the City Council approved a five-year License Agreement with the MIC to continue its occupancy at Grove Campus. In 2019, the City and MIC entered into an amendment to the

existing lease which granted an extension of the Agreement until June 15, 2021. In June 2021, the City and MIC entered into a second amendment to the lease which granted an extension of the Agreement until June 1, 2026.

In October 2024, MIC notified the City of its desire to sublease the portion of Volwiler Hall that was previously occupied by Career Resource Center. Since the departure of Career Resource Center, the space has remained unoccupied, and MIC does not have plans to expand into it. In order for MIC to attract appropriate, long-term sublessors, MIC has requested a lease extension with the City of an additional five years from their current lease expiration date of 2026. Pursuant to the license agreement, MIC may not sublease any portion of the premises without express written consent of the City. Additionally, any potential sublease of Volwiler Hall must also conform to the Special Use Permit governing the property as a cultural campus, described above as part of the Comprehensive Master Plan for Grove Campus.

City staff believes it is in the best interest of the community to allow the MIC to continue operating in Volwiler Hall. To this end, the City and MIC have mutually agreed in principle, contingent upon City Council approval, to engage in an extension of the existing License Agreement through December 31, 2031.

Pursuant to the terms of the Third Amendment, all other terms of the License Agreement would remain in effect. Included in this packet are copies of the Third Amendment and existing License Agreement beginning on **page 44**.

**BUDGET/FISCAL IMPACT:** The existing license rate is \$46,987.26 for FY25, or \$3,951.61 per month. The Agreement would set the annual fee for the first year under the extension at \$48,000, after which the annual license fee would increase by the lesser of 3% or the 12-month change in Consumer Price Index. The proposed extension of the License Agreement would yield approximately \$362,000.00 of revenue over the term period.

**COUNCIL ACTION:** Approval of a Third Amendment to the License Agreement Between the City of Lake Forest and the Music Institute of Chicago to occupy a portion of Volwiler Hall, located at 40 E. Old Mill Road.

#### **9. Approval of FY25 Special Event Funding for Friends of Lake Forest Parks and Recreation in the amount of \$70,000**

STAFF CONTACT: *Keri Kaup, Assistant to the City Manager (847-810-3677)*

**PURPOSE AND ACTION REQUESTED:** As affirmed by the City Council Finance Committee on March 11, 2024, it is requested that the City Council authorize \$70,000 in funding to the Friends of Lake Forest Parks and Recreation to support special events scheduled in FY25.

**BACKGROUND/DISCUSSION:** At its March meeting, the City Council Finance Committee heard a request from the Foundation to provide annual funding for special events in the amount of \$70,000 for FY25. This was a reduction from the previous funding request of \$100,000 in FY24. The Foundation is returning to a fundraising model rather than an event planning model and was in the process of implementing fundraising software to assist in their efforts. The Foundation also reviewed their events and made the decision to eliminate the Music Festival beginning in 2024. The request for \$70,000 in FY25 would provide funding for the Festival & Fireworks (\$40,000) as well as the Tree Lighting (\$30,000).

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
City Council Finance Committee	3/11/24	Affirmation of FY25 funding request for special events.

**BUDGET/FISCAL IMPACT:**

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 6.1I – Existing Relationship

Below is an estimated summary of Project budget:

FY2025 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
City Council – Special Events 101-1101-484.84-61	\$70,000	\$70,000	Y

**COUNCIL ACTION:** Approval of FY25 Special Event Funding for Friends of Lake Forest Parks and Recreation in the amount of \$70,000

**10. Authorize the City Manager to Execute Documents Extending the Draw Down Period of the Loan Agreement between the City of Lake Forest and Elawa Farm Foundation**

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

**PURPOSE AND ACTION REQUESTED:** The City Council is asked to approve an extension to the draw down period provided in a loan agreement with Elawa Farm Foundation.

**BACKGROUND/DISCUSSION:** On October 16, 2023, the City Council approved amendments to the Special Use Permit, an amended lease agreement and a loan in concept with Elawa Farm Foundation. These actions were associated with a plan for Elawa Farm Foundation to expand its operations in spaces vacated by the closure of the Wildlife Discovery Center at Elawa Farm. The proposed expansion of offerings by the Foundation is intended to enhance the availability of low impact and educational programs and activities at Elawa Farm, but also to assure an ongoing revenue stream for the Foundation to support programming and activities, and to help maintain the historic farm buildings and the garden as community assets.

The Foundation initiated a capital campaign to fund the planned improvements to Elawa Farm which was anticipated to include long term pledge commitments. To allow for the improvements to proceed immediately, the City committed to providing loan financing up to \$1,000,000 to bridge the time period between construction and receipt of fundraising pledges.

On December 4, 2023, the City Council approved a loan agreement between the City of Lake Forest and Elawa Farm Foundation which provided for a 12-month draw down period that expired December 5, 2024. Elawa has not needed to draw on the loan to date and is seeking approval of an extension in the draw down period to June 30, 2025. Attached (**page 74**) is the request letter from Elawa Executive Director Laura Calvert.

Other key provisions of the loan agreement are summarized below:

- ❖ Interest Rate: 6.00% with interest paid quarterly.
- ❖ Term: At the earlier of the close of the draw down period or the date at which the Foundation has drawn down the full approved loan amount, a repayment period of three years would commence with 1/3 of the principal amount due each year.
- ❖ Collateral: Loan principal amount would be fully collateralized with Foundation funds on deposit. The City would receive quarterly bank statements to verify the collateral amount.
- ❖ Prepayment: Foundation would have the right to pay off the loan early without penalty.

No other provisions of the loan agreement are proposed for revision.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
City Council	12/4/23	Approval of Loan Agreement
City Council	10/16/23	Approval of amendments to Special Use Permit, an amended lease agreement and a loan in concept.

COUNCIL ACTION: Authorize the City Manager to Execute Documents Extending the Draw Down Period of the Loan Agreement between the City of Lake Forest and Elawa Farm Foundation

**11. Recommendation Award of Bid for the Deerpath Golf Course Fire Suppression System Project to Slavick Razniak, Inc. in the Amount of \$168,550.00, to Include a 10% Contingency in the amount of \$16,855.00, for a Total Cost of \$185,405.00**

STAFF CONTACT: *John Eldridge, Program Manager (810-3940)*

**PURPOSE AND ACTION REQUESTED:** City staff requests City Council award of bid to Slavick Razniak, Inc. for the Deerpath Golf Course Fire Suppression System Project in the amount of \$168,550.00, to include a 10% contingency in the amount of \$16,855.00, for a total cost of \$185,405.00.

**BACKGROUND/DISCUSSION:** in January of 2024, the Deerpath Golf Course Clubhouse sustained a considerable amount of damage due to a burst water pipe in the attic. The subsequent damage required removal of drywall, replacement of flooring material, lockers, and other various items. Following the inspection, staff recognized an opportunity to bring the building into compliance with code. Community Development issued a temporary occupancy permit for the summer of 2024 to allow for golf operations to begin in April 2024 and provide the necessary timing to solicit bids and budget for the project during the off-season. Staff are now prepared to move forward with this project February through March of 2025 with completion for the 2025 golf season.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Park and Recreation Board	12/17/24	Reviewed and Recommended Approval to City Council

**BUDGET/FISCAL IMPACT:** On November 19, 2024, City staff initiated a public bidding process for the Deerpath Golf Course Fire Suppression System Project. On December 6, 2024, the public bid process closed and in total, two bids were received as outlined below.

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

Firm	Total Bid Amount
<b>Slavick Razniak, Inc.</b>	<b>\$168,550.00</b>
US Alliance Fire Protection, Inc.	\$308,700.00

Slavick Razniak, Inc. has been in the construction business since 1994. They have worked with architectural firms in Skilled Healthcare Industry and Commercial construction since 2012. Projects include IDPH Approvals Wauconda Healthcare, Fairmont Care, Villa Scalobri, Oakbrook Healthcare, along with residential construction in Highland Park, Deerfield, Lake Zurich, etc.

Below is an estimated summary of Project budget:

FY2025 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
510-6325-476.76-55	\$0	\$185,405.00	N

If approved, this replacement work is tentatively scheduled to occur February – March 2025. This non-budgeted expenditure will be funded from Golf Course Fund operating surplus in FY25 projected to be \$233,00. If necessary, a supplemental appropriation will be submitted for City Council approval at the end of the fiscal year.

**COUNCIL ACTION:** Recommendation Award of Bid for the Deerpath Golf Course Fire Suppression System Project to Slavick Razniak, Inc. in the Amount of \$168,550.00, to Include a 10% Contingency in the amount of \$16,855.00, for a Total Cost of \$185,405.00

**12. Authorization to Dispose of City Property to the Highest Bidder, Rogers Nursery, for the Sale of the 2013 Chevrolet Tahoe in the Amount of \$4,250.**

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

**PURPOSE AND ACTION REQUESTED:** City staff is requesting City Council authorization to dispose of surplus equipment. Per Administrative Directive 3-2, any item that has a current value of \$4,000 or more requires City Council approval to sell. The items are sold via the public bidding process with the required fulfilment of posting, public viewing, and sealed bid submittal. The invitation to bid was placed on the City’s website and was printed in the Lake County News-

Sun. Anyone is allowed to submit a sealed bid and all items must be paid via cash or cashier's check.

**BACKGROUND/DISCUSSION:** On November 19, 2024, City staff initiated a surplus/used equipment bid sale for items no longer needed by the City. The City's 2013 Chevrolet Tahoe, which had been previously utilized by the Police Department, sold for a value greater than \$4,000. This vehicle has accrued 165,000 miles and has since been replaced.

**BUDGET/FISCAL IMPACT:** On December 3, 2024, the bid process closed, and staff received the below bids for the 2013 Chevrolet Tahoe:

Firm Name	Bid Total
<b>Rogers Nursery</b>	<b>\$4,250</b>
Arturo Escobar	\$3,725
Rob January	\$3,251
Chuck Myers	\$3,200
Austin Yarc	\$3,200
Miguel Camarena	\$3,150
Dustin Spence	\$2,700
Adam Milczarek	\$2,550
Fred Hamburg	\$2,333.05
Jemery Fisher	\$2,010
Oscar Hernandez	\$1,500
Jamese Scott	\$1,025

Per Section 3.10 of Administrative Directive 3-2, all revenues received from the sale of this truck will be credited to the Capital Fund from which the truck was purchased and carried in inventory.

**COUNCIL ACTION:** Authorization to Dispose of City Property to the Highest Bidder, Rogers Nursery, for the Sale of the 2013 Chevrolet Tahoe in the Amount of \$4,250.

**13. Authorization to Dispose of City Property to the Highest Bidder, Rob January, for the Sale of the 2003 Chevrolet W3500 Dump Truck in the Amount of \$7,721.**

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

**PURPOSE AND ACTION REQUESTED:** City staff is requesting City Council authorization to dispose of surplus equipment. Per Administrative Directive 3-2, any item that has a current value of \$4,000 or more requires City Council approval to sell. The items are sold via the public bidding process with the required fulfillment of posting, public viewing, and sealed bid submittal. The invitation to bid was placed on the City's website and was printed in the Lake County News-

Sun. Anyone is allowed to submit a sealed bid and all items must be paid via cash or cashier's check.

**BACKGROUND/DISCUSSION:** On November 19, 2024, City staff initiated a surplus/used equipment bid sale for items no longer needed by the City. The City's 2003 Chevrolet W3500 Dump Truck, which had been previously utilized by the Cemetery Section for the past 20 years, sold for a value greater than \$4,000. The truck has since been replaced after City Council approved of a replacement purchase occurred at the April 15, 2024, City Council meeting. The new replacement truck was recently placed into operating service which led staff to seek sale of 2003 truck via the competitive public bid process.

**BUDGET/FISCAL IMPACT:** On December 3, 2024, the bid process closed, and staff received the below bids for the 2003 Chevrolet W3500 Dump Truck:

Firm Name	Bid Total
<b>Rob January</b>	<b>\$7,721</b>
Rich Paulsen	\$6,150
Austin Yarc	\$5,500
Miguel Camarena	\$5,150
Rigo Coria	\$4,280
Rogers Nursery	\$4,250
Dustin Spence	\$4,000
Fred Hamburg	\$2,367
Adam Milczarek	\$800

Per Section 3.10 of Administrative Directive 3-2, all revenues received from the sale of this truck will be credited to the Cemetery Fund from which the truck was purchased and carried in inventory.

COUNCIL ACTION: Authorization to Dispose of City Property to the Highest Bidder, Rob January, for the Sale of the 2003 Chevrolet W3500 Dump Truck in the Amount of \$7,721.

**14. Authorization for the Mayor or City Manager to Execute a Grant Agreement Between The City of Lake Forest and The State of Illinois Department of Natural Resources For The McClory Bike Path Resurfacing Project**

STAFF CONTACT: *Byron Kutz, P.E., Superintendent of Engineering (810-3555)*

**PURPOSE AND ACTION REQUESTED:** Staff recommends City Council authorize the Mayor or City Manager to execute a Grant Agreement (Intergovernmental Agreement) between The City of Lake Forest and The State of Illinois Department of Natural Resources for resurfacing of the McClory Bike Path from Old Elm to Westleigh.

This is a 50-50 grant for resurfacing of the McClory Bike Path in an amount up to \$200,000 in which the City will pay the costs upfront and then be reimbursed.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Finance Committee	11/11/2024	Included as part of FY27 Budget

**BACKGROUND/DISCUSSION:** Engineering staff applied for a grant up to \$200,000 for resurfacing of the McClory Bike Path from the Illinois Department of Natural Resources (IDNR) Bicycle Path Grant Program in May 2024. On October 24, 2024, IDNR announced that the City of Lake Forest would be receiving \$200,000 for this project. This is a reimbursement-type grant in which the City will pay the costs upfront and then will invoice IDNR for eligible resurfacing costs up to \$200,000. Staff has and continues to coordinate with IDNR regarding timing, and other requirements. Full documentation of all grant and match expenses is required for reimbursement. The primary purpose of the Illinois Bicycle Path grant program is to provide financial assistance to eligible, local units of government to assist them with the acquisition, construction, and rehabilitation of public off-road, non-motorized bicycle paths and directly related support facilities. Funding for the program is derived from revenue generated from fees collected pursuant to Section 3-821(f) of the Illinois Vehicle Code (625 ILCS 5/2-119). A fully executed grant agreement/ intergovernmental agreement by both parties is required prior to incurring any costs. There would be a future City Council Item later this Spring for award of a construction contract. The Grant agreement will expire as of October 31, 2026. The City Attorney has already reviewed the agreement and will review again if any revisions are made.

The community-wide survey performed a few years back consisted of several comments from residents emphasizing the importance of bike paths in the City. The City locally funded resurfacing of the McClory Path just north of here in 2024, Illinois to Westleigh. This completes all remaining, necessary resurfacing of the McClory Path within City limits.

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

**COUNCIL ACTION:** Authorization for the Mayor or City Manager to Execute a Grant Agreement Between The City of Lake Forest and The State of Illinois Department of Natural Resources For The McClory Bike Path Resurfacing Project

**15. Consideration of Ordinances Approving Recommendations from the Building Review Board for 270 Majestic Oak Court and 245 W. Westminster. (First Reading and if Desired by the City Council, Final Approval)**

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

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

**BACKGROUND:**

270 Majestic Oak Court - The Board recommended approval of a new single family residence on a vacant lot, the associated hardscape, and the conceptual landscape plan. Four neighbors spoke and stated appreciation for the changes made to the design of the home since the last meeting.

Concerns were raised about construction traffic. The Board stated that a staging and construction access and vehicle parking plan will be required and will be subject to review and approval by City staff prior to the issuance of permits. (Board vote - 6 to 0)

245 W. Westminster - The Board recommended approval of the demolition of a single family residence and approval of a new single family residence, the associated hardscape, and the conceptual landscape plan. Two neighbors spoke and requested that careful attention be paid to drainage. The Board confirmed that the drainage and grading plan will be subject to review and approval by the City Engineer prior to the issuance of building permits. (Board vote - 5 to 0)

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 approving the petitions for 270 Majestic Oak Court and 245 W. Westminster in accordance with the Building Review Board's recommendations.

**16. Consideration of an Ordinance Approving a Recommendation from the Historic Preservation Commission in Support of Granting a Building Scale Variance for an Addition at 1320 Elm Tree Road. (First Reading and if Desired by the City Council, Final Approval)**

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

**PURPOSE AND ACTION REQUESTED:** The following recommendation from the Historic Preservation Commission is presented to the City Council for consideration along with the Ordinance as part of the Omnibus Agenda.

**BACKGROUND:**

1320 Elm Tree Road – The Commission recommended approval of an Ordinance granting a building scale variance for a rear addition to the residence. Although the Commission has final authority over design related decisions, final approval by the City Council is required for building scale variances. No public testimony was presented on this matter. This petition was also considered by the Zoning Board of Appeals with a recommendation in support of approval as detailed in the following agenda item. (Approved 6 – 0)

An Ordinance approving a building scale variance for 1320 Elm Tree road, with key exhibits attached, is included in the Council packet beginning on **page 95**. 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 an Ordinance approving a building scale variance for an addition to the residence at 1320 Elm Tree Road as recommended by the Historic Preservation Commission.

**17. Consideration of Ordinances Approving Recommendations from the Zoning Board of Appeals for 827 Oakwood Avenue and 1320 Elm Tree Road. (First Reading, and if Desired by the City Council, Final Approval)**

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

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

**BACKGROUND:**

827 Oakwood Avenue – The Zoning Board of Appeals recommended approval of an Ordinance granting setback variances for an open front porch addition to the residence within the front and side yards. No public testimony was presented on this petition. (Board vote: 6-0, approved)  
1320 Elm Tree Road – The Zoning Board of Appeals recommended approval of an Ordinance granting a variance from the rear yard setback for an addition to the residence. One letter from a neighbor was presented to the Board, in support of the petition. The Historic Preservation Commission also considered this petition and recommended approval as detailed in the previous agenda item. (Board vote: 6-0, approved)

Ordinances approving variances as recommended by the Zoning Board of Appeals, with key exhibits attached, are included in the Council packet beginning on **page 106**. The Ordinances, complete with all exhibits, are available for review in the Community Development Department.

COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading and grant final approval of Ordinances approving variances from zoning setbacks for 827 Oakwood Avenue and 1320 Elm Tree Road in accordance with the Zoning Board of Appeals' recommendations.

**18. Consideration of a recommendation from staff to authorize the City Manager to enter into a contract with The Lakota Group/Thomas Engineering in an amount not to exceed \$119,043.75 for the preparation of detailed construction and engineering plans and construction support for enhancements to the block of Bank Lane between Deerpath and Southgate.**

STAFF CONTACTS:  
*Catherine Czerniak, Director of Community Development (810-3504)*  
*Byron Kutz, Superintendent of Engineering (810-3555)*

**PURPOSE AND ACTION REQUESTED:** As a follow up to the Council's budget workshop in November, a recommendation to engage The Lakota Group and Thomas Engineering to prepare construction and engineering plans for the block of Bank Lane between Deerpath and Southgate is presented for Council consideration.

**BACKGROUND/DISCUSSION:**

Based on the Comprehensive Land Use Plan and direction from the City Council, the Bank Lane Streetscape Enhancement Plan was developed through a public process with a focus on:

- Compatibility with the historic visual character of the Central Business District and Market Square.
- Functionality and pedestrian safety and friendliness.
- Creating a unique and memorable experience.
- Ability to accommodate service needs of businesses.
- Durability, ease of maintenance.
- Sustainability.
- Coordination with other planned improvements: Deerpath Streetscape improvements and infrastructure upgrades.

Implementation of the Bank Lane Streetscape Plan is intended to occur in phases recognizing the unique character and function of each of the five blocks that extend from Vine to Wisconsin Avenues. A Request for Proposals (RFP) was recently issued seeking proposals from qualified firms to prepare the detailed construction and engineering plans and documents required to proceed with the first phase of streetscape enhancements on the block of Bank Lane immediately north of Deerpath, from Deerpath to Southgate. Proceeding with enhancements to this block of Bank Lane at this time is based on several factors.

- This block of Bank Lane will be impacted by the Deerpath Streetscape improvements and is expected to serve as a staging area during the early months of the project. Moving directly into construction of the streetscape enhancements on this block will avoid multi-year impacts on businesses and pedestrians in the immediate area.
- The Deerpath Streetscape improvements “turn the corner” on to this block of Bank Lane, carrying the improvements the full extent of the block assures consistency in materials, detailing, and is cost effective.
- A portion of Bank Lane, near the intersection with Deerpath, has been used informally as a seasonal seating area. The proposed enhancements formalize gathering and seating areas on this block with attention to safety.
- The proposed enhancements are intended to accommodate and encourage closure of the block for not only special events, but also on a more regular basis to allow dining and gathering in the street while still providing for service needs of businesses during the day.

Numerous firms downloaded the RFP and ultimately two firms submitted proposals to the City. It is likely that the prior and ongoing involvement in both the Deerpath and Bank Lane streetscape projects of The Lakota Group and Thomas Engineering, factored into the number of responses received. Consistent with standard City practice, the proposals were reviewed and evaluated by a multi-disciplinary team of City staff. After careful deliberation, staff is recommending that The Lakota Group, in partnership with Thomas Engineering, be engaged to prepare the detailed plans needed for the implementation of the first phase of the Bank Lane enhancements. Although this team did not present the lowest bid, the experience, knowledge, and involvement to date in the streetscape enhancement efforts in the Central Business District support this recommendation. In summary:

- The Lakota Group/Thomas Engineering team is currently playing a key role in the Deerpath Streetscape Improvement project. This team has proven to be collaborative with City staff, responsive, sensitive to the character of the community, and creative.

- The Lakota Group/Thomas Engineering team led the Bank Lane Enhancement Plan development process and heard ideas, suggestions, and concerns directly from residents, business owners and employees, property owners, and City staff.
- The Lakota Group/Thomas Engineering team understands the interconnectedness of the Deerpath and Bank Lane enhancement projects.
- The Lakota Group/Thomas Engineering team presented a timeline that aligns with the City's goal for starting construction on the block of Bank Lane in mid-July to assure completion in coordination with completion of the work on Deerpath. A similar timeline was not provided by the other bidder.
- The bid presented by The Lakota Group/Thomas Engineering team is comprehensive. The other firm detailed a number of exclusions from the bid presented including many tasks that City staff consider to be critical to support a successful and on time completion of the improvements.

**BUDGET/FISCAL IMPACT:**

As part of the FY 2025 budget, the City Council approved funding for development of the construction/engineering plans necessary to implement the first phase of the Bank Lane streetscape enhancements. Additional funding was also approved for the first phase of construction which, as noted above, is planned for a mid-July start.

The RFP was issued and widely distributed directly and through online platforms including those specifically directed at planning and engineering firms. Competitive pricing was invited from all interested firms. The responses received are listed below.

Company	Not to Exceed Cost of Service
Lakota Group/Thomas Engineering	\$113,375
Kapur & Associates, Inc.	\$53,100

Staff recommends a five percent contingency which is reflected in the requested amount below.

FY2025 Funding Source	Amount Budgeted	Amount Requested	Budgeted Y/N
Capital Fund #311-3703-478-78-22	\$60,000	Not to Exceed \$119,043	Partially

**COUNCIL ACTION:** If determined to be appropriate by the City Council, authorize the City Manager to enter into a contract with The Lakota Group/Thomas Engineering in an amount not to exceed \$119,043.75 for the preparation of detailed construction and engineering plans and construction support in preparation for enhancements to the block of Bank Lane between Deerpath and Southgate.

**COUNCIL ACTION:** Approve the eighteen (18) omnibus items as presented

<b>6. OLD BUSINESS</b>
------------------------

<b>7. NEW BUSINESS</b>
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**8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS**

**1. EXECUTIVE SESSION**

**Adjournment into Executive Session**

**Reconvene into Regular Session**

**9. ADJOURNMENT**

A copy of the Decision Making Parameters is included with this agenda following this page.

Office of the City Manager

January 17, 2025

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 of Appreciation*

**WHEREAS, ELIZABETH A. HOLLEB** has been a dedicated employee of The City of Lake Forest since June 1, 2012 and will honorably retire from the City on January 24, 2025; and

**WHEREAS, ELIZABETH** has an extraordinary gift for all things financial and for twelve and a half years, the City of Lake Forest has reaped the benefits of her financial insights, creativity, and sound judgement; and

**WHEREAS, ELIZABETH** consistently demonstrated a commitment to excellence and to the highest ethical standards and challenged and expected all those around her to do the same; and

**WHEREAS, ELIZABETH** is often described as brilliant, her financial acumen, her knowledge, skill, experience, and confidence are recognized well beyond The City of Lake Forest at both the State and Federal levels as evidenced by her selection for, participation in, and training of many groups dealing with all levels of public finance; and

**WHEREAS, ELIZABETH'S** strong leadership led to recognition and many honors for the City, including consistently achieving a Aaa Bond rating year after year, being awarded the City's first Distinguished Budget Presentation and Popular Financial Reporting Awards from the Government Finance Officers Association, and earning the coveted Triple Crown distinction for the last three years, one of only 354 of 90,000 units of government to do so; and

**WHEREAS, ELIZABETH** led countless transformational initiatives that will long benefit the City most notably, the selection and implementation of the City's Enterprise Resource Planning System (ERP) software which enhanced operational efficiencies and transparency throughout the City organization, establishing a proactive funding strategy for public safety pension obligations which will have significant long term benefits for the City and is a model for other municipalities, implemented an Investment Program to insulate the City from interest rate declines, created a City-wide grant program and tracking system, played a key role in establishing and tracking the Laurel/Western Avenues Tax Increment Financing District, coordinated six City bond issuances totaling \$64.8 million dollars, and initiated three bond refunding issues saving the City nearly \$3 million dollars in interest: and

**WHEREAS, ELIZABETH** vigorously advocated for the City's financial health at times raising her voice when others might have been silent to express concern and cautions as the Country experienced economic ebbs and flows and a world-wide pandemic, under her watchful eye the City not only survived but thrived and today she leaves the City in a very solid and enviable financial condition; and

**WHEREAS, ELIZABETH** is a mentor and a teacher, patiently and professionally guiding and teaching those around her, her colleagues in the Finance Department, staff in other departments throughout the City, volunteers leading City related foundations, and others in municipal finance in the broader region; and

**WHEREAS, ELIZABETH A. HOLLEB** will be missed by her colleagues, elected and appointed officials, and most of all by her friends, her legacy is reflected in the strong financial position in which she leaves the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST** that the Council, on behalf of the administration and residents of the community, express our deepest respect and sincere gratitude to **ELIZABETH A. HOLLEB** for her exemplary service, outstanding achievements, and unwavering commitment to public finance and The City of Lake Forest; and

**BE IT FURTHER RESOLVED** that this Resolution be appropriately inscribed and conveyed to **ELIZABETH**, with a copy to be included in the official minutes of the January 21, 2025 meeting of the Lake Forest City Council.

## **RESOLUTION**

**WHEREAS, K9 Chase** has been a dedicated employee of The City of Lake Forest since April 2019; and

**WHEREAS, K9 Chase** honorably retired from the City on **December 7, 2024**; and

**WHEREAS K9 Chase** served alongside his handler Officer Mike Hughes and has been a vital partner in ensuring the safety of Lake Forest. Trained in human tracking/trailing, narcotics detection, building searches, article searches, and apprehension, **Chase** assisted in numerous operations, helping to protect the community with his keen senses and unwavering commitment; and

**WHEREAS K9 Chase** assisted 21 different local, state, and federal law enforcement agencies in 119 deployments. His unique skill set assisted in 24 arrests; and

**WHEREAS K9 Chase** is a beloved member of the Lake Forest community and participated in 129 K9 demonstrations and community relations activities throughout town at parks, schools, daycares, and special events; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST** that the Council, on behalf of the administration and residents of the community, hereby expresses its appreciation and gratitude to **K9 Chase** for a public service faithfully performed.

**BE IT FURTHER RESOLVED** that this Resolution be appropriately inscribed and conveyed to **Chase**, with a copy to be included in the official minutes of the **January 21, 2025** meeting of the Lake Forest City Council.

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Mayor

The City of Lake Forest  
CITY COUNCIL MEETING MINUTES  
*Proceedings of the Monday, November 18, 2024 6:30 pm*  
City Council Meeting – City Council Chambers  
220 E Deerpath, Lake Forest, IL 60045

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

Present: Honorable Mayor Tack, Alderman Novit, Alderman Notz, Alderman Powers, Alderman Goshgarina, Alderman LeVert, Alderman Weber and Alderman Walther.

Absent: none

**CALL TO ORDER AND ROLL CALL**

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

**REPORTS OF CITY OFFICERS**

**COMMENTS BY MAYOR**

Mayor Tack gave opening remarks related to the Plan Commission meeting on telecom connectivity, noting the conclusions and recommendations of the Commission did not provide an effective pathway to achieve the goal to improve and uniform telecom connectivity throughout the community. Mayor Tack asked the Council to table the recommendation for 120 days and directed engagement of an independent consultant to address the issues. This matter will be returning upon receipt of the consultant's report.

**COMMENTS BY CITY MANAGER**

**A. Department Spotlight**  
- **Communications and Community Engagement, Dana Olson**

City Manager Wicha stated that the community survey identified communications as a priority and in response the City centralized staff, he then introduced Director Olson. She gave an overview of how data and analytics are used in communications. She noted that a website refresh is coming in early 2025.

The City Council had discussion on social media platforms and the demographics of those who took the community survey.

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

Lexi Rausha gave her opinion of creating an advisory committee to work on the cell tower.

**COMMITTEE REPORTS**

**FINANCE COMMITTEE**

**1. Consideration of an Ordinance Restating and Reaffirming Ordinance No. 2013-070 (Debt Self-Limiting Ordinance -First Reading)**

Elizabeth Holleb, Finance Director reviewed the history of the ordinance. She stated the capital improvements levy is deposited annually into the Capital Improvements Fund and is a primary funding source of the Five-Year CIP. Most expenditures included in this plan are ongoing and recurring expenditures, such as street

resurfacing, capital equipment replacement and facility maintenance. Therefore, the City Council Finance Committee recently discussed a change to include this levy with other ongoing expenses such as General Fund, Parks and Recreation Fund and Library operations, as well as mandated pension contributions. This change would result in the 2004 Debt Levy cap (as adjusted annually) to be impacted only by debt service to be paid from the property tax levy.

The proposed Ordinance would allow for the financing associated with the new police facility project. The proposed 2024 tax levy includes the addition of \$500,000 to begin phasing in the debt service of an anticipated bond issue to finance improvements to the City-owned property at 1925 Field Court.

Mayor Tack 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: Grant first reading of an Ordinance Restating and Reaffirming Ordinance No. 2013-070**

Alderman Weber made a motion to Grant first reading of an Ordinance Restating and Reaffirming Ordinance No. 2013-070, seconded by Alderman Clemens. The following voted "Aye": Alderman Novit, Clemens, Notz, Powers, Goshgarian, LeVert, Weber and Walther. The following voted "Nay": none. 8-Ayes, 0-Nays, motion carried.

**2. Consideration of an Ordinance Establishing the 2024 Tax Levy (First Reading)**

Elizabeth Holleb, Finance Director noted that the proposed tax levy for 2024 reflects a 4.67% increase over the 2023 tax levy extensions for the City and Library operating funds and City pension and debt service funds. This increase is comprised of the 3.40% property tax cap increase on Parks/Recreation and Library levies; debt service bond levies as previously approved by City Council bond Ordinances, subject to abatement for debt paid by alternate revenue sources; an increase in the Capital Improvements levy of \$500,000 to begin phase in of debt service related to the police facility project; increases attributable to new construction; and increases in General Fund and IMRF pension levy of 2.00%. Police and Fire pension costs are determined by an independent actuarial valuation and recommendation by the Pension Subcommittee. The average increase to existing residents (\$800,000 home) is projected to be \$168 or 4.03%.

She reviewed a summary of the proposed levy as shown below - noting that School District #67 levy amounts are not yet available and will be included for final reading on December 2. The school district amounts are estimates and subject to final approval by the School District Board.

<b>FUND</b>	<b>Proposed 2024 LEVY</b>	<b>2023 Extension</b>	<b>\$ CHANGE</b>	<b>% CHANGE</b>
City General	\$ 16,710,325	\$ 15,905,865	\$ 804,460	5.06%
Pension Funds	7,241,472	7,076,505	164,967	2.33%
Parks and Recreation	6,455,563	6,518,608	(63,045)	-0.97%
Recreation & Parks/Specific Purpose	125,000	125,000	0	0.00%
Special Recreation	572,234	553,418	18,816	3.40%
Capital Improvements	2,100,000	1,542,169	557,831	36.17%
Library	4,684,908	4,502,965	181,943	4.04%
Library sites	495,961	479,653	16,308	3.40%
PTAB/CE Recapture	0	144,688	(144,688)	-100.00%
Bond Funds	3,106,050	2,790,191	315,859	11.32%
<b>TOTAL TAX LEVY - CITY</b>	<b>\$ 41,491,513</b>	<b>\$ 39,639,062</b>	<b>\$ 1,852,451</b>	<b>4.67%</b>

**Ordinance (exclude Bond Funds) \$38,385,463**

The City Council thanked Ms. Holleb and her team for all their work and recognized the median update.

Mayor Tack 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: Grant first reading of an Ordinance Establishing the 2024 Tax Levy**

Alderman Novit made a motion to Grant first reading of an Ordinance Establishing the 2024 Tax Levy, seconded by Alderman Walther. The following voted “Aye”: Alderman Novit, Clemens, Notz, Powers, Goshgarian, LeVert, Weber and Walther. The following voted “Nay”: none. 8-Ayes, 0-Nays, motion carried.

**3. Approval of Ordinances Abating 2024 Tax Levies for Various G.O. Alternate Revenue Bond Issues (First Reading)**

Elizabeth Holleb, Finance Director gave a brief overview of the proposed ordinances for the abatement (reduction) of 2024 property taxes levied for the various outstanding general obligation alternate revenue bond issues. The tax levies for all bond issues are established and recorded with the County Clerk at the time the bonds are issued. And to continue to reduce the 2024 bond tax levies, an abatement ordinance must be approved and filed with the County Clerk no later than March 1, 2025. The abatement of these general obligation alternate revenue bonds is possible due to the fact these bond funds have an adequate revenue source from water sales and/or TIF increment. Therefore, the general obligation tax levy can be abated as was planned at the time the bonds were issued. The table below gives an overview of the bonds.

**2024 Debt Service Levy and Abatements**

	Levy per County	TIF	Water	Net Levy
2015	638,175.00	(362,937.50)		275,237.50
2017	782,727.50		(782,727.50)	0.00
2019	825,962.50			825,962.50
2021	732,100.00			732,100.00
2023	1,272,750.00			1,272,750.00
	4,251,715.00	(362,937.50)	(782,727.50)	3,106,050.00
1% L/C	4,294,232.15			3,137,110.50

Mayor Tack 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: Grant first reading of the Ordinances Abating 2024 Tax Levies for various general obligation bond issues.**

Alderman Powers made a motion to Grant first reading of the Ordinances Abating 2024 Tax Levies for various general obligation bond issues, seconded by Alderman Notz. The following voted “Aye”: Alderman Novit, Clemens, Notz, Powers, Goshgarian, LeVert, Weber and Walther. The following voted “Nay”: none. 8-Ayes, 0-Nays, motion carried.

**4. Consideration of an Ordinance approving a Fee Schedule and Ordinance Adopting a New Fee Related to Liquor Licenses (First Reading)**

Diane Hall, Assistant Finance Director gave a brief overview of the process and the recommended changes. She reported that the Annual revenue for the new and increased fees is estimated to be \$363 in the General Fund, \$15,933 in the Parks and Recreation Fund, \$54,038 in the Golf Course Fund and \$211,734 in the Water Utility Fund.

Mayor Tack 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: Grant first reading of an Ordinance approving a fee schedule and Ordinance adopting a new fee related to liquor licenses.**

Alderman Walther made a motion to Grant first reading of an Ordinance approving a fee schedule and Ordinance adopting a new fee related to liquor licenses, seconded by Alderman Clemens. The following voted "Aye": Alderman Novit, Clemens, Notz, Powers, Goshgarian, LeVert, Weber and Walther. The following voted "Nay": none. 8-Ayes, 0-Nays, motion carried.

**PARKS & RECREATION AND PUBLIC WORKS COMMITTEE**

**1. Approval of a Recommendation from the Parks & Recreation Board and the Public Works Committee to Award the West Park Tennis Court Reconstruction Project to Obsidian Asphalt Paving and Authorize the City Manager to Execute an Agreement in the Amount of \$447,410 to Include a 10% Contingency in the Amount of \$44,590 for a Total Cost of \$492,000.**

Chuck Myers, Superintendent of Parks & Forestry reported the courts will be in the same location on the site but will be extended slightly to the north and to the east to obtain the proper dimensions. The design included two material approaches for the base surface of the courts - asphalt and an alternate for post-tension concrete. The design with specifications for asphalt and alternatively with concrete was done to allow staff to better evaluate the pros and cons of both products and provide costs for both. Asphalt was ultimately chosen. Mr. Myers noted reconstruction of the courts will include removal of asphalt surface and fencing, examination of the base materials for suitability and replacement as necessary, installation of new drainage system, realignment and expansion of courts to meet USTA standards, application of a new surface, installation of new net posts, application of acrylic color surface and lines, fence replacement and new practice wall. additionally, resurfacing with acrylic top surfacing is recommended every five years and staff has scheduled this in the City's CIP.

Mayor Tack 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 a Recommendation from the Parks & Recreation Board and the Public Works Committee to Award the West Park Tennis Court Reconstruction Project to Obsidian Asphalt Paving and Authorize the City Manager to Execute an Agreement in the Amount of \$447,410 to Include a 10% Contingency in the Amount of \$44,590 for a Total Cost of \$492,000**

Alderman Notz made a motion to Grant Approval of a Recommendation from the Parks & Recreation Board and the Public Works Committee to Award the West Park Tennis Court Reconstruction Project to Obsidian Asphalt Paving and Authorize the City Manager to Execute an Agreement in the Amount of \$447,410 to Include a 10% Contingency in the Amount of \$44,590 for a Total Cost of \$492,000, seconded by Alderman Walther. The following voted "Aye": Alderman Novit, Clemens, Notz, Powers, Goshgarian, LeVert, Weber and Walther. The following voted "Nay": none. 8-Ayes, 0-Nays, motion carried.

**ITEMS FOR OMNIBUS VOTE CONSIDERATION**

- 1. Approval of the November 4, 2024, City Council Meeting Minutes**
- 2. Consideration of a Request to Waive the Fidelity Bond Requirement in Connection with Holding a Raffle in the City of Lake Forest for The Women’s Board of Northwestern Lake Forest Hospital, The Guild of the Church of St. Mary and Lake Forest College Athletics (Approval by Motion)**
- 3. Approval of a One Year Contract with American Printing Technologies for Processing Vehicle Licenses and Parking Permits in an Amount Not to Exceed \$44,000**
- 4. Approval to authorize the City Manager to Award a Contract for Tree Pruning for FY2025 to Advanced Tree Care for an Amount Not to Exceed \$77,000.**
- 5. Ratify the purchase of five used vehicles for the Police Department and make exception to the Bidding Process and Authorize the City Manager to enter into an agreement with Havey Communications for vehicle lighting and equipment not to exceed \$40,136**

**COUNCIL ACTION: Approve the five (5) omnibus items as presented**

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

Alderman Weber made a motion to approve the five (5) Omnibus items as presented, seconded by Alderman Goshgarian. The following voted “Aye”: Alderman Novit, Clemens, Notz, Powers, Goshgarian, LeVert, Weber and Walther. The following voted “Nay”: none. 8-Ayes, 0-Nays, motion carried.

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

**OLD BUSINESS**

- 1. Approval of a Resolution for a Joint Funding Agreement for Federally Funded Construction with the State of Illinois Department of Transportation for Construction of the Deerpath Streetscape Project, Section Number 19-00093-00-SW, for a Local Match of at least \$1,484,676 and Authorize the City Manager to Execute Required Agreements and Additional Paperwork as Required by IDOT Related to Work on This Project**

Byron Kutz, P.E., Superintendent of Engineering reported that approval of an IDOT resolution for a Joint Funding Agreement is necessary for federally funded construction for the Deerpath Streetscape. In addition, he stated that staff requests authority to execute required IDOT agreements and any other paperwork for this project.

He went on to say approval of the Joint funding agreement is required to proceed with the state bidding on January 17, 2025. And any costs above the available federal funds in general would be local capital funds. The City received federal funding for the Deerpath Streetscape project via Illinois Transportation Enhancement Project (ITEP) funding. The Phase II design is wrapping up with the project currently scheduled to be bid by the State in January of 2025. Execution of the Joint Funding Agreement is required now to allow the State to bid

out the project since the project is utilizing federal funds, as well as confirming the City's financial commitment to the City's local match.

Mr. Kutz stated construction of this project will be partially funded by the Illinois Transportation Enhancement Project (ITEP) funding with the remaining balance to be funded by local capital funds and local water-sewer fund. The City submitted for an ITEP grant and was notified in April 2023 of an award of \$2,068,748. The local match represented in the title of this item must match the last accepted project cost-form to IDOT which was accepted earlier this year. The total project amount submitted to Lake Forest Finance as part of the CIP process on October 11 although has been adjusted and inflated as necessary above the last cost-form submitted to IDOT. The current estimated total streetscape construction cost excluding watermain and construction engineering (as will be awarded separately locally) is shown at \$4,400,000 (\$2,335,000 Local Capital Fund) which includes several items not reflected in the most recent accepted IDOT cost-form (cost adjustments and inflation). Actual costs will not be known until after the January 17, 2025 State Bidding. Any costs above the available federal funds in general would be local capital funds. The State will pay for the construction work and will invoice the City for the City's share of the project.

Mayor Tack 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 a Resolution for a Joint Funding Agreement for Federally Funded Construction with the State of Illinois Department of Transportation for Construction of the Deerpath Streetscape Project, Section Number 19-00093-00-SW, for a Local Match of at least \$1,484,676 and Authorize the City Manager to Execute Required Agreements and Additional Paperwork as Required by IDOT Related to Work on This Project**

Alderman Weber made a motion to approve the five (5) Omnibus items as presented, seconded by Alderman Goshgarian. The following voted "Aye": Alderman Novit, Clemens, Notz, Powers, Goshgarian, LeVert, Weber and Walther. The following voted "Nay": none. 8-Ayes, 0-Nays, motion carried.

## **7. NEW BUSINESS**

- 1. Consideration of a Recommendation from the Plan Commission of an amendment to Section 159.154, Personal Wireless Service Facilities Overlay District, of the City Code to designate a site or sites for telecommunications facilities such as cell towers, monopoles, and antennas in the vicinity of Waukegan and Everett Roads for the purpose of improving wireless service in the Waukegan Road Business District and more broadly in the 4<sup>th</sup> Ward.**

The City Council tabled this matter until further due diligence is completed in response to questions, concerns, and comments raised to date.

Alderman Walther made a motion to table this item for 120 days, seconded by Alderman Weber. The following voted "Aye": Alderman Novit, Clemens, Notz, Powers, Goshgarian, Weber and Walther. The following abstained: Alderman LeVert. The following voted "Nay": none. 7-Ayes, 1-abstention, 0-Nays, motion carried.

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

City Council invited the community to the annual tree lighting from 3-6 pm.

## **ADJOURNMENT**

*Proceedings of the Monday, November 18, 2024  
City Council Meeting*

There being no further business Mayor Tack asked for a motion to adjourn. Alderman Weber made a motion to adjourn, seconded by Alderman Powers. The motion was carried unanimously by voice vote at 7:31 p.m.

Respectfully Submitted,  
Margaret Boyer, City Clerk

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

The City of Lake Forest  
CITY COUNCIL MEETING MINUTES  
*Proceedings of the Monday, December 2, 2024 6:30 pm*  
City Council Meeting – City Council Chambers  
220 E Deerpath, Lake Forest, IL 60045

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

Present: Honorable Mayor Tack, Alderman Novit, Alderman Notz, Alderman Powers, Alderman Goshgarina, Alderman LeVert, Alderman Weber and Alderman Walther.

Absent: none

**CALL TO ORDER AND ROLL CALL**

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

**REPORTS OF CITY OFFICERS**

**COMMENTS BY MAYOR**

Mayor Tack made opening comments extending thanks and appreciation to the Fire Department for its unwavering professionalism. He noted that the timing of tonight’s appointment is a bit out of the norm, he will ask the Council to approve the appointment and swear Andrew Rick in at the Fire Station on Monday, January 6, 2025. The Mayor stated that Chief Siebert will retire from the City on January 6, his resolution of appreciation will be heard when Council resumes on January 21, 2025. He thanked the Chief for his dedicated years of service.

**A. Approve the Mayor’s Appointment of Andrew Rick as Fire Chief Effective January 4, 2025**

Mayor Tack asked for a motion.

**COUNCIL ACTION: Approve the Mayor’s appointment**

Alderman Weber made a motion to approve the Mayor’s appointment, seconded by Alderman Powers. The following voted “Aye”: Alderman Novit, Clemens, Notz, Powers, Goshgarian, LeVert, Weber and Walther. The following voted “Nay”: none. 8-Ayes, 0-Nays, motion carried.

Mayor Tack reported on the Think Local Pop-Up Shop that will be opening on Market Square that supports not-for-profits along with the Holiday Market at the west side train Station that supports local artisans.

**COMMENTS BY CITY MANAGER**

**A. Fire Department Ambulance Replacement  
- Pete Siebert, Fire Chief**

Deputy Chief Andrew Rick thanked Chief Siebert and Finance Director Elizabeth Holleb for developing a reliable schedule to replace apparatus. He gave an overview of the item that will be on the omnibus portion of the agenda. He noted that there is a three-year lead time on the chassis. The City will take delivery of its second piece in June 2025. Seeking approval of this ambulance and Stryker cot.

The City Council had discussion on the quantity of ambulances in service for the City, 30 month lead time, and keeping up with technology.

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

**COMMITTEE REPORTS**

**FINANCE COMMITTEE**

**1. Gorton Community Center 2025 Budget Presentation**

Board Chair Andrew Trees stated that representatives of Gorton met with Finance Committee Chair Eileen Looby Weber, City Manager Jason Wicha and Finance Director Holleb on November 12 to review Gorton's 2025 budget, and that the Gorton Board approved the 2025 Budget on November 11.

Executive Director Amy Wagliardo gave an overview of the Mission & Vision statement along with 50<sup>th</sup> Anniversary events.

Bob Scales, Finance & Operations Chair/City Director gave an overview of his role at Gorton and the success of the FY24 budget vs. actuals and how reliable the results were.

Mayor Tack 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: It is recommended that the City Council approve the Gorton Community Center 2025 Budget.**

Alderman Novit made a motion to approve the Gorton Community Center 2025 Budget, seconded by Alderman Weber. The following voted "Aye": Alderman Novit, Clemens, Notz, Powers, Goshgarian, LeVert, Weber and Walther. The following voted "Nay": none. 8-Ayes, 0-Nays, motion carried.

**2. Consideration of an Ordinance Restating and Reaffirming Ordinance No. 2013-070 (Self Limiting Ordinance - Final Reading)**

Elizabeth Holleb, Finance Director summarized the current recommended changes; that included amending the self-limiting ordinance, capital improvements levy moved to aggregate levy cap, ongoing, annual expense similar to operating levies, pensions, consistent with truth in taxation statute and debt cap retained – applicable to debt service levy, as abated.

By removing the capitol improvement levy funding pay as you go.

Additionally, Ms. Holleb noted the proposed Ordinance would allow for the financing associated with the new police facility project. The proposed 2024 tax levy includes the addition of \$500,000 to begin phasing in the debt service of an anticipated bond issue to finance improvements to the City-owned property at 1925 Field Court.

**COUNCIL ACTION: Grant final approval of an Ordinance Restating and Reaffirming Ordinance No. 2013-070 (Self Limiting Ordinance)**

Alderman Powers made a motion to grant final approval of an Ordinance Restating and Reaffirming Ordinance No. 2013-070, seconded by Alderman Notz. The following voted "Aye": Alderman Novit, Clemens, Notz, Powers, Goshgarian, LeVert, Weber and Walther. The following voted "Nay": none. 8-Ayes, 0-Nays, motion carried.

Mayor Tack asked for a motion to open the public hearing at 7:05pm

**\*\*\* OPEN PUBLIC HEARING ON THE CITY’S 2024 PROPERTY TAX LEVY ORDINANCE \*\*\***

Alderman LeVert made a motion to open the public hearing on the City’s 2024 property tax levy ordinance, seconded by Alderman Walther. The following voted “Aye”: Alderman Novit, Clemens, Notz, Powers, Goshgarian, LeVert, Weber and Walther. The following voted “Nay”: none. 8-Ayes, 0-Nays, motion carried.

**3. Consideration of an Ordinance Establishing the 2024 Tax Levy (Final Reading – Public Hearing Required)**

Elizabeth Holleb, Finance Director reported that this will be the fifth meeting discussing the tax levy. This will begin the 1<sup>st</sup> Phase in year on facility debt. Ms. Holleb reviewed spreadsheets related to the proposed tax levy for 2024. These include: 1) the tax levy limitations under the tax cap; 2) the tax levy distributed by fund without new growth and allowances distributed; 3) the tax levy by fund with new growth and allowances distributed; and 4) an explanation of the tax increase to an average homeowner.

The tax levy to be approved includes the needs of all City departments, as well as for pensions and debt service requirements. A summary of the proposed levy is as follows:

<b>FUND</b>	<b>Proposed 2024 LEVY</b>	<b>2023 Extension</b>	<b>\$ CHANGE</b>	<b>% CHANGE</b>
City General	\$ 16,710,325	\$ 15,905,865	\$ 804,460	5.06%
Pension Funds	7,241,472	7,076,505	164,967	2.33%
Parks and Recreation	6,455,563	6,518,608	(63,045)	-0.97%
Recreation & Parks/Specific Purpose	125,000	125,000	0	0.00%
Special Recreation	572,234	553,418	18,816	3.40%
Capital Improvements	2,100,000	1,542,169	557,831	36.17%
Library	4,684,908	4,502,965	181,943	4.04%
Library sites	495,961	479,653	16,308	3.40%
PTAB/CE Recapture	0	144,688	(144,688)	-100.00%
Bond Funds	3,106,050	2,790,191	315,859	11.32%
<b>TOTAL TAX LEVY - CITY</b>	<b>\$ 41,491,513</b>	<b>\$ 39,639,062</b>	<b>\$ 1,852,451</b>	<b>4.67%</b>
School District 67- ESTIMATED	\$ 41,648,963	40,048,649	\$ 1,600,314	4.00%
GRAND TOTAL	83,140,476	79,687,711	\$ 3,452,765	4.33%
<b>Ordinance (exclude Bond Funds)</b>	<b><u>\$80,034,426</u></b>			

School District #67 levy amounts are estimates and subject to final approval by the School District Board.

The levy for bond funds increases by more than 5.0% over the extended levy of the prior year. Therefore, in compliance with the Truth in Taxation Statute, a public notice was published in the November 21 edition of the Lake Forester for this public hearing on the proposed tax levy.

The proposed tax levy for 2024 reflects a 4.67% increase over the 2023 tax levy extensions for the City and Library operating funds and City pension and debt service funds. This increase is comprised of the 3.40% property tax cap increase on Parks/Recreation and Library levies; debt service bond levies as previously

approved by City Council bond Ordinances, subject to abatement for debt paid by alternate revenue sources; an increase in the Capital Improvements levy of \$500,000 to begin phase in of debt service related to the police facility project; increases attributable to new construction; and increases in General Fund and IMRF pension levy of 2.00%. Police and Fire pension costs are determined by an independent actuarial valuation and recommendation by the Pension Subcommittee. The average increase to existing residents (\$894,400 home) is projected to be \$171 or 4.03%.

The City Council had lengthy discussion on feedback from the community, the value of the process of decision making at the Council level, and previous City Council decisions. The Levy increase without the Deerpath Park and the New Police Facility, concerns for future related to unfunded liabilities, cost of living in Illinois and the utmost importance of mindfulness.

Mayor Tack asked if there was anyone from the public who would like to address the Council. Seeing none he asked for a motion to close the public hearing at 7:17pm

**\*\*\* CLOSE PUBLIC HEARING ON THE CITY'S 2024 PROPERTY TAX LEVY ORDINANCE \*\*\***

Alderman Walther made a motion to close the public hearing on the City's 2024 property tax levy ordinance, seconded by Alderman Notz. The following voted "Aye": Alderman Novit, Clemens, Notz, Powers, Goshgarian, LeVert, Weber and Walther. The following voted "Nay": none. 8-Ayes, 0-Nays, motion carried.

**COUNCIL ACTION: Conduct a public hearing on the proposed 2024 Tax Levy Ordinance. Upon closing the public hearing, it is recommended that the City Council consider final approval of an Ordinance Establishing the 2024 Tax Levy.**

Alderman Walther made a motion for final approval of an Ordinance Establishing the 2024 Tax Levy, seconded by Alderman Clemens. The following voted "Aye": Alderman Novit, Clemens, Notz, Powers, Goshgarian, LeVert, Weber and Walther. The following voted "Nay": none. 8-Ayes, 0-Nays, motion carried.

**PUBLIC WORKS COMMITTEE**

- 1. Award the Low Bid for the Deerpath Watermain Replacement Project to Campanella & Sons, Inc., and Authorize the City Manager to Execute an Agreement in the Amount of \$1,154,179 and a 10% Contingency in the Amount of \$115,418 for a Total Project Cost of \$1,269,597**

Byron Kutz, Superintendent of Engineering reviewed the project that includes upsizing the existing 8" main on Deerpath to a larger 12" main. Staff recommends replacing this main on Deerpath Road (Green Bay to Western) prior to the upcoming streetscape project (Oakwood to Western). Replacement of this project was included in the 2021 Water Masterplan study. Replacing this main prior to the streetscape investments is highly recommended as portions of the existing main are as old as 1929.

In early 2025, the City plans to begin construction of the Deerpath Streetscape Project. The first phase of the project will be this locally-funded watermain replacement project under Deerpath Road, east of Green Bay Road to Western Avenue. The anticipated construction date is from mid-January to the end of March 2025, or early April as necessary. Following the completion of the water main construction, the second phase of streetscape improvements (federally funded thus requiring an IDOT agreement approved by City Council on 11/18/24) will begin. These streetscape improvements will occur on Deerpath Road from Oakwood Avenue to Western Avenue. The separate streetscape project originally was anticipated to begin in April 2025 and has recently been adjusted to a May start date due to a change in the IDOT bidding date. In order to complete all the work for both projects in a single 2025 construction season, it is necessary to commence the watermain work in January, prior to knowing the streetscape bid results which is scheduled for March 7, 2025.

Over the last few months, City Staff including the Communications Department have been developing and implementing a comprehensive communications plan for both projects. This project is funded by the FY2025 Water Fund in the amount of \$1,350,000. Originally this project was anticipated to occur in FY2026 for the amount of \$950,000 but was adjusted to FY2025 in the amount of \$1,350,000 during the October Estimated-Actuals Budget process.

The City Council had discussion on detour maps, communications and monitoring traffic.

Mayor Tack asked if there was anyone from the public who would like to address the Council. Seeing none he asked for a motion.

**COUNCIL ACTION: Award the Low Bid for the Deerpath Watermain Replacement Project to Campanella & Sons, Inc., and Authorize the City Manager to Execute an Agreement in the Amount of \$1,154,179 and a 10% Contingency in the Amount of \$115,418 for a Total Project Cost of \$1,269,597**

Alderman Powers made a motion to award the Low Bid for the Deerpath Watermain Replacement Project to Campanella & Sons, Inc., and Authorize the City Manager to Execute an Agreement in the Amount of \$1,154,179 and a 10% Contingency in the Amount of \$115,418 for a Total Project Cost of \$1,269,597, seconded by Alderman Clemens. The following voted "Aye": Alderman Novit, Clemens, Notz, Powers, Goshgarian, LeVert, Weber and Walther. The following voted "Nay": none. 8-Ayes, 0-Nays, motion carried.

<b>ITEMS FOR OMNIBUS VOTE CONSIDERATION</b>
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1. **Approval of the Check Register for the Period of October 26th – November 22, 2024**
2. **Approval of Ordinances Abating 2024 Tax Levies for Various General Obligation Bond Issues (Final Reading)**
3. **Consideration of an Ordinance approving a Fee Schedule and Ordinance Adopting a New Fee Related to Liquor Licenses (Final Reading)**
4. **Approval of an Amended and Restated Intergovernmental Service Agreement between the City of Lake Forest and the Village of Lake Bluff**
5. **Approval to Extend the City's Grant Services Agreement with The Ferguson Group for Grant Research/Writing Services for 2025**
6. **Award of the contract for 2025 GIS Services to MGP, Inc. in the not-to-exceed amount of \$126,998 and 2025 Plotting Costs in the not-to-exceed amount of \$2,299 for a Total Cost of \$129,297**
7. **Approval for annual renewal of Adobe Acrobat Licensing with Hypertec in the amount of \$27,446.**
8. **Request to Approve the Purchase of a Replacement Ambulance by ARV Inc. in the amount of \$360,883.00 equipped with a Stryker Power Load and Cot in the amount of \$77,919.53. The combined requested sum for ambulance and Stryker equipment of \$438,802.53 plus a contingency of 5% for a total not to exceed \$460,742.66.**
9. **Approval of a Resolution for a Joint Funding Agreement for Federally Funded Construction with the State of Illinois Department of Transportation for Construction of the Lake Forest / Cherokee School Sidewalk Connection Project, Section Number 23-00099-00-SW, for a Local**

**Match of at least \$100,000 and Authorize the City Manager to Execute Required Agreements and Additional Paperwork as Required by IDOT Related to Work on This Project**

10. **Approval of Two Items Related to the Ringwood Bridge- First: Approval of an Illinois Department of Transportation Resolution Appropriating \$150,000 in Motor Fuel Tax (MFT) Funds to be used for Phase I Design Engineering Services of the Ringwood Bridge Project. Second: Approval of Phase I Design Engineering Services for the Ringwood Bridge Project to Ciorba Group, and Authorize the City Manager to Execute an Agreement in the Amount of \$237,470 to Include a 5% Contingency in the Amount of \$11,874 for a Total Cost of \$249,344**
11. **Consideration of Ordinances Approving Recommendations from the Building Review Board for 744 Northmoor Road, 250 Butler Drive, 1200 Lawrence Avenue and 1124 Fairview Avenue. (First Reading and if Desired by the City Council, Final Approval)**
12. **Consideration of Ordinances Approving Recommendations from the Zoning Board of Appeals for 744 Northmoor, 854 Highview Terrace and 40 N. Sheridan Road. (First Reading, and if Desired by the City Council, Final Approval)**
13. **Consideration of an Ordinance Approving a Recommendation from the Historic Preservation Commission Granting a Building Scale Variance and Approving an Addition and Alterations at 121 N. Green Bay Road. (First Reading and if Desired by the City Council, Final Approval)**
14. **Consideration of a Recommendation from Staff to Approve a Resolution Accepting Certain Public Improvements in the Oak Knoll Woodlands Subdivision. (Approval by Motion)**

**COUNCIL ACTION: Approve the fourteen (14) omnibus items as presented**

The City Council had discussion on item #4.

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

Alderman Weber made a motion to approve the fourteen (14) Omnibus items as presented, seconded by Alderman Clemens. The following voted "Aye": Alderman Novit, Clemens, Notz, Powers, Goshgarian, LeVert, Weber and Walther. The following voted "Nay": none. 8-Ayes, 0-Nays, motion carried.

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

**OLD BUSINESS**

**NEW BUSINESS**

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

**ADJOURNMENT**

There being no further business Mayor Tack asked for a motion to adjourn. Alderman Goshgarian made a motion to adjourn, seconded by Alderman Notz. The motion was carried unanimously by voice vote at 7:42 p.m.

Respectfully Submitted,  
Margaret Boyer, City Clerk

*Proceedings of the Monday, December 2, 2024  
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.*

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

**A RESOLUTION APPOINTING  
A DELEGATE AND ALTERNATE DELEGATE  
TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY (IRMA)**

**WHEREAS**, the City of Lake Forest is a member of the Intergovernmental Risk Management Agency (IRMA); and

**WHEREAS**, the Contract and Bylaws of IRMA provides that member units of local government shall by majority vote of its corporate authorities select a Delegate and an Alternate to represent the City on the Board of Directors of said Intergovernmental Agency;

BE IT RESOLVED by the City Council of the City of Lake Forest, Lake County, Illinois, as follows:

**Section 1.** Jason Wicha, City Manager of the City of Lake Forest, is hereby appointed as delegate to represent the City on the Board of Directors of said Intergovernmental Risk Management Agency.

**Section 2.** Diane Hall, Assistant Finance Director of the City of Lake Forest, is hereby appointed as the alternate delegate to serve if Jason Wicha is unable to carry out his aforesaid duties as the representative of the City of Lake Forest to said Intergovernmental Risk Management Agency.

PASSED by the City Council of the City of Lake Forest, Illinois, this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2025.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
\_\_\_\_\_, Mayor

**ATTEST:**

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

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (this “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 by and between THE CITY OF LAKE FOREST (the City), an Illinois home rule and special charter municipal corporation, and the LAKE FOREST LIBRARY (“the Library”), an Illinois local library organized under the Illinois Local Library Act.

### RECITALS

- A. The Library was chartered by the Lake Forest City Council on July 4, 1898. The Library is a legally separate organization governed by a nine member Board of Trustees appointed by the Mayor of the City.
- B. The Library’s primary funding source for operations is the annual property tax levy, which the City adopts on the Library’s behalf based on the levy request adopted by the Library Board of Trustees.
- C. The City and Library have a longstanding and mutually beneficial operating partnership whereby the City provides administrative and financial-related support that includes the Library’s use of the City’s financial operating software (BS&A), banking services through the City’s depository, audit services through the City’s independent audit firm, and the City provides accounting, payroll, accounts payable and other related services. This partnership provides efficiencies that reduce the overall cost burden to Lake Forest property taxpayers.
- D. This agreement is set forth to establish the parameters for the Library to participate in the City’s investment program with the eConnect Direct platform offered by Multi-Bank Securities.

**NOW, THEREFORE**, in consideration of the mutual promises herein stated and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Library hereby agree as follows:

- 1) **Investment Policy.** The City’s current investment policy was approved by the City Council in May 2022 and it provides that the policy “shall apply to Library funds managed and invested by the City on behalf of the Library.” The Library Board has reviewed the City’s current investment policy and acknowledges its application to the Library’s cash and investments held by the City, as well as to the fact that the City may amend its investment policy from time to time. The City will notify the Library Board of future amendments or changes to its investment policy. The Library Board agrees to and will approve a resolution adopting the same investment policy as the City’s investment policy within thirty days from the date of this Agreement or any amendment to the City’s investment policy.
- 2) **Authorized Investment Types and Duration.** The Library Board has determined that any investment type authorized in the City’s approved Investment Policy shall

be permitted and shall be authorized by the Library's investment policy. The Library Board shall provide direction to the Library Executive Director regarding preferred investment types. Any investment purchased on behalf of the Library must mature within ~~three (3)~~ five (5) years.

- 3) **Level of Authority.** The Library Board has or will designate the Library Executive Director as the Library's Investment officer. Based on the Library's investment policy, the Library Executive Director is authorized to initiate and approve any single investment up to \$250,000. Any single investment that exceeds \$250,000 must be approved by the Library Board's Finance Committee. The City is authorized to make investment purchases at the direction of the Library Executive Director and is authorized to rely upon the Library Executive Director's investment instructions without further inquiry, regardless of whether any purchase exceeding the Executive Director's level of authority has been approved. The City is under no obligation to verify or confirm the required approval. The total face value of all Library investments through eConnect Direct shall at no time exceed ~~\$4,000,000~~ \$6,000,000.
- 4) **Cash Flow and Investment Maturities.** The City Finance Director and Library Executive Director will collaborate regarding the laddering of investment maturities to anticipate future Library cash flow needs. In the event the Library experiences an unanticipated cash flow requirement, the City may, but is not required, to purchase the investment from the Library at its current book value. Should this occur, the City will transfer cash to the Library fund and record the corresponding investment to the City investment portfolio.
- 5) **Investment Transaction Procedures.** When the Library desires to purchase an investment, the City Finance Director and Library Executive Director shall consult and review various options using the eConnect Direct Platform. The Library Executive Director will provide direction on the specific investment to purchase, at which time a confirmation email will be received and forwarded to the Library Executive Director. The City shall initiate a wire transfer of cash from the Library's operating cash account prior to the scheduled settlement date. The wire transfer will require dual approval – one City Finance team member to initiate the wire transfer and a second City Finance team member to approve.
- 6) **Investment Accounting Procedures.** The City will create an account in the Library Fund general ledger entitled "Investments – Multibank Securities." Each investment purchase/maturity will be recorded to this account to show a current balance of active investments. The City will also create an account in the Library Fund general ledger entitled "MBS Money Market." This account will be used to account for any cash in escrow due to investment purchase/maturities or investment interest not yet transferred to the operating cash account. Interest will be credited monthly to the Library Fund "Interest on Investments" account. Library staff with access to the General Ledger will be able to view and report on activity posted to these accounts.

- 7) **Commingling of Investments.** When City and Library funds are combined for investment purposes, the moneys combined for those purposes shall be accounted for separately in all respects, and the earnings from such investment shall be separately and individually computed, recorded, and credited to the agency and fund for which the investment was acquired.
- 8) **Investment Reporting Procedures.** The City will provide the Library a quarterly investment report as of July 31, October 31, January 31 and April 30.
- 8)9) **Revisions to Previous Agreement.** The City and Library acknowledge that this Agreement revises and supersedes a similar agreement dated July 23, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective and duly authorized representatives and caused their respective corporate seals to be affixed hereunto.

**THE CITY OF LAKE FOREST**

**LAKE FOREST LIBRARY**

By: \_\_\_\_\_  
Jason Wicha, City Manager

By: \_\_\_\_\_  
Jim Clifton, President, Board of Trustees

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**THE CITY OF LAKE FOREST**

**ORDINANCE NO. 2025-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE LAKE FOREST CITY CODE REGARDING  
THE CLASS I-2 LIQUOR LICENSES**

Adopted by the City Council  
of the City of Lake Forest  
this \_\_\_\_ day of \_\_\_\_\_ 2025

Published in pamphlet form by direction  
and authority of The City of Lake Forest  
Lake County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_ 2025

**THE CITY OF LAKE FOREST**  
**ORDINANCE NO. 2025 - \_\_\_\_\_**

**AN ORDINANCE AMENDING THE LAKE FOREST CITY CODE REGARDING  
THE CLASS I-1 LIQUOR LICENSES**

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

**WHEREAS**, the City has adopted certain alcoholic beverage regulations designed to protect the health, safety and welfare, which regulations are codified in Chapter 111 of the City Code of Lake Forest, 2013 ("**Liquor Code**");

**WHEREAS**, The City of Lake Forest desires to amend its Liquor Code to increase the number of liquor licenses in the I-1 category to accommodate an application filed by a local entity for a new restaurant operation; and

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

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

**SECTION TWO: Amendment to Section 111.037.** Section 111.037 of the City Code, entitled "Number of Licenses," is amended as follows (deletions in ~~strikethrough~~ and additions in **bold** and underline):

**"§111.037 NUMBER OF LICENSES.**

(A) The number of liquor licenses issued by the city shall be limited as follows:

<b><i>Class</i></b>	<b><i>Maximum Number of Licenses Authorized</i></b>
A-1	8
A-2	7
A-3	No more than the total number of Class A-1 licenses issued by the city
B-1	1
C-1	12

C-2	11
C-3	18
D-1	5
E-1	2
F-2	As many as determined reasonable by the Commissioner
F-3	As many as determined reasonable by the Commissioner
F-4	As many as determined reasonable by the Commissioner
F-5	1
F-6	3
G-1	3
G-2	2
I-1	No more than the total number of Class B-1, C-1, C-2, C-3, D-1, E-1 and F-1 licenses issued by the city
I-2	No more than the total number of Class B-1, C-1, C-2, C-3, D-1, E-1 and F-1 licenses issued by the city
I-3	As many as determined reasonable by the Commissioner
J	1
K	1

(B) Without further action of the City Council, the maximum number of licenses in any class shall be automatically reduced by one upon the expiration, revocation or non-renewal of an existing license in any such license class.”

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

Passed this \_\_\_\_ day of \_\_\_\_\_, 2025.

AYES:

NAYS:

ABSENT:

ABSTAIN:

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

\_\_\_\_\_  
Mayor

ATTEST:

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City Clerk

**THIRD AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF LAKE FOREST AND THE MUSIC INSTITUTE OF CHICAGO**

**THIS THIRD AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF LAKE FOREST AND THE MUSIC INSTITUTE OF CHICAGO** (this "**Third Amendment**") is made this \_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF LAKE FOREST**, an Illinois home-rule and special charter municipal corporation ("**City**") and **MUSIC INSTITUTE OF CHICAGO**, an Illinois not-for-profit corporation ("**Licensee**").

**WHEREAS**, the City and Licensee previously entered into that certain License Agreement, dated February 10, 2015 (the "**License Agreement**"); and

**WHEREAS**, pursuant to the License Agreement, the City has granted a license to the Licensee for the use of a portion of the building commonly known as Volwiler Hall, located at 40 E. Old Mill Road in the City of Lake Forest; and

**WHEREAS**, the City and the Licensee previously entered into the First Amendment and subsequent Second Amendment to the License Agreement to extend the term of the License Agreement; and

**WHEREAS**, the City and the Licensee desire to further amend certain provisions of the License Agreement, including the term and the license fee, as more fully set forth in this Third Amendment.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties hereto do promise and agree, as follows:

**SECTION 1. Recitals.** The foregoing recitals shall be, and are hereby, incorporated into and made a part of this Amendment as if fully set forth in this Section 1.

**SECTION 2. Prior Agreement/Conflicts.** In the event of any conflict or inconsistency between the terms and provisions of the License Agreement, as amended, and this Third Amendment, this Third Amendment shall govern and apply

**SECTION 3. Amendment to Section 2 of the License Agreement.** Section 2 of the License Agreement, entitled "License Period" is hereby amended as follows (deletions in ~~strike through~~, additions in **bold** and underline):

**"1. License Period.**

The terms and conditions of this License shall apply during the period beginning on **January 1, 2025** ~~June 2, 2024~~ ("Commencement Date") and ending on **December 31, 2031** ~~June 1, 2026~~ ("License Period"). The Parties may extend the License Period or modify the terms of this License as provided for herein or by a separate written agreement signed by both Parties."

**SECTION 4. Amendment to Section 3 of the License Agreement.** Section 3 of the License Agreement, entitled "License Fee & Execution of License" is hereby amended as follows (deletions in ~~strikethrough~~, additions in **bold** and underline):

**"3. License Fee & Execution of License.**

- a. Licensee shall pay to Owner each year during the License Period a fixed fee of ~~\$43,000~~ **\$48,000** per year, payable in monthly installments. The License Fee will increase on each anniversary of the Commencement Date by the lessor of three percent (3%) or the Consumer Price Index as of **October** ~~March~~ 31<sup>st</sup> of the **previous** ~~then-current~~ year. Each installment payment of the License Fee shall be due in advance on the first day of each calendar month during the License Period. Licensee is directed and required to deliver each installment of the License Fee to Owner at the following address: 800 North Field Drive, Lake Forest, IL 60045. If Licensee is delinquent in any monthly installment of the License Fee due and owing under this License for more than five (5) days, Licensee shall pay to Owner on demand a late charge equal to five percent (5%) of such delinquent sum. The provision for such late charge shall be in addition to all of Owner's other rights and remedies hereunder or at law or in equity and shall not be construed as a penalty. Owner may further adjust the License Fee upon any change in usage of the Licensed Area or any extension of the License Period."

**SECTION 5. Continued Effect.** Except as expressly modified by this Addendum, the License Agreement shall continue in full force and effect.

*[signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the date first above written.

**MUSIC INSTITUTE OF CHICAGO**

**CITY OF LAKE FOREST**, an Illinois  
Municipal Corporation

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

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

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

Jason C. Wicha, City Manager

**SECOND AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF LAKE FOREST AND THE MUSIC INSTITUTE OF CHICAGO**

**THIS SECOND AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF LAKE FOREST AND THE MUSIC INSTITUTE OF CHICAGO** (this "**Second Amendment**") is made this 4<sup>th</sup> day of June, 2021, by and between the **CITY OF LAKE FOREST**, an Illinois home-rule and special charter municipal corporation ("**City**") and **MUSIC INSTITUTE OF CHICAGO**, an Illinois not-for-profit corporation ("**Licensee**").

**WHEREAS**, the City and Licensee previously entered into that certain License Agreement, dated February 10, 2015 (the "**License Agreement**"); and

**WHEREAS**, pursuant to the License Agreement, the City has granted a license to the Licensee for the use of a portion of the building commonly known as Volwieler Hall, located at 40 E. Old Mill Road in the City of Lake Forest; and

**WHEREAS**, the City and the Licensee previously entered into the First Amendment to the License Agreement to extend the term of the License Agreement; and

**WHEREAS**, the City and the Licensee desire to further amend certain provisions of the License Agreement, including the term and the license fee, as more fully set forth in this Second Amendment.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties hereto do promise and agree, as follows:

**SECTION 1. Recitals.** The foregoing recitals shall be, and are hereby, incorporated into and made a part of this Amendment as if fully set forth in this Section 1.

**SECTION 2. Prior Agreement/Conflicts.** In the event of any conflict or inconsistency between the terms and provisions of the License Agreement, as amended, and this Second Amendment, this Second Amendment shall govern and apply

**SECTION 3. Amendment to Section 2 of the License Agreement.** Section 2 of the License Agreement, entitled "License Period" is hereby amended as follows (deletions in ~~strike~~through, additions in **bold** and underline):

**"1. License Period.**

The terms and conditions of this License shall apply during the period beginning on **June 2, 2021** ~~January 1, 2015~~ ("**Commencement Date**") and **ending on June 1, 2026** ~~December 31, 2019~~ ("**License Period**"). The Parties may extend the License Period or modify the terms of this License as provided for herein or by a separate written agreement signed by both Parties."

**SECTION 4. Amendment to Section 3 of the License Agreement.** Section 3 of the License Agreement, entitled "License Fee & Execution of License" is hereby amended as follows (deletions in ~~strikethrough~~, additions in **bold** and underline):

**"3. License Fee & Execution of License.**

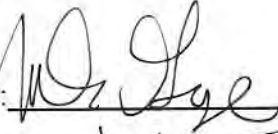
- a. Licensee shall pay to Owner each year during the License Period a fixed fee of **\$43,000 per year**, payable in monthly installments. **The License Fee will increase on each anniversary of the Commencement Date by the lessor of three percent (3%) or the Consumer Price Index as of March 31<sup>st</sup> of the then current year.** Each installment payment of the License Fee shall be due in advance on the first day of each calendar month during the License Period. Licensee is directed and required to deliver each installment of the License Fee to Owner at the following address: 800 North Field Drive, Lake Forest, IL 60045. If Licensee is delinquent in any monthly installment of the License Fee due and owing under this License for more than five (5) days, Licensee shall pay to Owner on demand a late charge equal to five percent (5%) of such delinquent sum. The provision for such late charge shall be in addition to all of Owner's other rights and remedies hereunder or at law or in equity and shall not be construed as a penalty. Owner may further adjust the License Fee upon any change in usage of the Licensed Area or any extension of the License Period."

**SECTION 5. Continued Effect.** Except as expressly modified by this Addendum, the License Agreement shall continue in full force and effect.

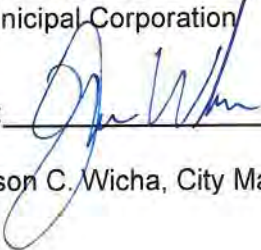
*[signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the date first above written.

**MUSIC INSTITUTE OF CHICAGO**

By:  \_\_\_\_\_  
Its: President + CEO \_\_\_\_\_

**CITY OF LAKE FOREST**, an Illinois Municipal Corporation

By:  \_\_\_\_\_  
Jason C. Wicha, City Manager

**FIRST ADDENDUM TO THE LICENSE AGREEMENT BETWEEN THE CITY OF LAKE FOREST AND THE MUSIC INSTITUTE OF CHICAGO**

**THIS FIRST ADDENDUM TO THE LICENSE AGREEMENT BETWEEN THE CITY OF LAKE FOREST AND THE MUSIC INSTITUTE OF CHICAGO** (this "Addendum") is made this 18<sup>th</sup> day of November, 2019, by and between the **CITY OF LAKE FOREST**, an Illinois home-rule and special charter municipal corporation ("**City**") and **MUSIC INSTITUTE OF CHICAGO**, an Illinois not-for-profit corporation ("**Licensee**").

**WHEREAS**, the City and Licensee previously entered into that certain License Agreement, dated February 10, 2015 (the "**License Agreement**"); and

**WHEREAS**, pursuant to the License Agreement, the City has granted a license to the Licensee for the use of a portion of the building commonly known as Volwiler Hall, located at 40 E. Old Mill Road in the City of Lake Forest; and

**WHEREAS**, the License Agreement expires under its own terms on December 31, 2019; and

**WHEREAS**, the City and the Licensee desire to extend the term of the License Agreement through June 15, 2021, upon the terms and conditions set forth in this Addendum.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties hereto do promise and agree, as follows:

**SECTION 1. Recitals.** The foregoing recitals shall be, and are hereby, incorporated into and made a part of this Amendment as if fully set forth in this Section 1.

**SECTION 2. Prior Agreement/Conflicts.** In the event of any conflict or inconsistency between the terms and provisions of the Agreement and this Amendment, this Amendment shall govern and apply.

**SECTION 3. Extension of License Period.** The License Period provided for under Section 2 of the License Agreement is hereby extended to end on June 15, 2021.


**SECTION 4. Withdrawal of Revocation Notice.** The City hereby withdraws its prior notice of revocation of the License Agreement, dated August 29, 2018.

**SECTION 5. Continued Effect.** Except as expressly modified by this Addendum, the License Agreement shall continue in full force and effect, including, but not limited to, the License Fee provided for under Section 3 of the License Agreement.


[signature page follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the date first above written.

**MUSIC INSTITUTE OF CHICAGO**

By:   
Its: PRESIDENT + CEO

**CITY OF LAKE FOREST**, an Illinois  
Municipal Corporation

By:   
Jason C. Wicha, City Manager

## LICENSE AGREEMENT

This License Agreement ("License") is entered into on this 10th day of February, 2015, by and between **The City of Lake Forest**, an Illinois home-rule and special charter Municipal Corporation in Lake County, Illinois ("Owner") and **Music Institute of Chicago**, an Illinois not-for-profit corporation. ("Licensee") (collectively, the Owner and Licensee shall hereinafter be referred to as the "Parties").

### Recitals.

A. Owner is the title holder to a certain building commonly known as Volwiler Hall and located at 40 E. Old Mill Road in The City of Lake Forest, County of Lake, and State of Illinois (the "Building").

B. Owner has determined that making space available in the Building for certain uses will serve the public interest of The City of Lake Forest and its residents. Such space will be made available not through the conveyance of any property interest in or to the Building, but by the granting of license rights for the use and occupancy of space within the Building.

C. Owner desires to grant to Licensee the privilege to use, access, and occupy, and Licensee desires to use, access, and occupy, approximately 6,650 square feet of space in the Building as depicted on Exhibit A to this License ("Licensed Area"), subject to and in accordance with the terms of this License.

**NOW, THEREFORE, in consideration of** the mutual promises, covenants, and agreements herein stated, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Owner desires and agrees to license the Licensed Area to Licensee, and Licensee desires and agrees to license the Licensed Area from Owner pursuant to the provisions set forth herein.

### **1. Incorporation of Recitals.**

The foregoing Recitals are hereby incorporated into and made a part of this License as if fully set forth herein.

### **2. License Period.**

The terms and conditions of this License shall apply during the period beginning on January 1, 2015 ("Commencement Date") and ending on December 31, 2019 ("License Period"). The Parties may extend the License Period or modify the terms of this License as provided for herein or by a separate written agreement signed by both Parties.

### **3. License Fee & Execution of License.**

- a. Licensee shall pay to Owner each year during the License Period a fixed fee of \$43,000 per year, payable in monthly installments. Each installment payment of the License Fee shall be due in advance on the first day of each calendar month during the License Period. Licensee is directed and required to deliver each installment of the License Fee to Owner at the following address: 800 North Field Drive, Lake Forest, IL 60045. If Licensee is delinquent in any monthly

installment of the License Fee due and owing under this License for more than five (5) days, Licensee shall pay to Owner on demand a late charge equal to five percent (5%) of such delinquent sum. The provision for such late charge shall be in addition to all of Owner's other rights and remedies hereunder or at law or in equity and shall not be construed as a penalty. Owner may further adjust the License Fee upon any change in usage of the Licensed Area or any extension of the License Period.

- c. Licensee must provide to the City Manager a copy of the License executed by Licensee and a security deposit of \$3583.00 (the "License Security Deposit"). Owner may at any time or times apply all or any portion of the License Security Deposit in payment of any amounts due to Owner from Licensee, and upon Owner's demand Licensee shall in such case promptly deposit additional sums with Owner to return the balance of the License Security Deposit to \$3,583.00.
- d. The Building and Licensed Area are currently exempt from payment of real estate taxes. If at any time in the future the Building and Licensed Area are assessed and real estate taxes are due, Licensee shall pay all real estate taxes or other charges applicable to or assessed against the Building or Licensed Area, on a pro rata basis considering the size of the Licensed Area in relation to the size of all other licensed areas in the Building that are licensed for use by taxable entities; even though such taxes may not become due and payable until after the expiration or termination of this License. If any such taxes or charges shall have been paid by Owner, Licensee agrees to reimburse Owner within 60 days after presentation of a bill. Licensee shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Licensed Area, whether levied or assessed against Owner or Licensee.

#### 4. Authorized Uses.

- a. Licensee may use the Licensed Area for the purpose(s) only: conducting of music classes and related activities for the public consistent with the mission statement of Licensee, a copy of which is attached hereto as Exhibit B. Overnight occupancy of the premises is not permitted. The ending time of any and all public classes and activities shall be 9:00 p.m. Licensee shall have the non-exclusive right to the use of the grounds and parking areas adjacent to Volwiler Hall. No parking shall be permitted on any residential street. In addition, Licensee may use the common areas of the Building for their ordinary and customary uses.
- b. In addition, a maximum number of six (10) group social functions (excepting musical events), including fundraisers and the like, may be held in the Licensed Area per year. Licensee shall give owner prior written notification of any such group events. Owner shall have the right to prohibit any use that it determines is inconsistent with the Special Use Permit (a copy of which is attached hereto as Exhibit C) and/or public interest at the Owner's discretion.
- c. Notwithstanding the foregoing, Licensee shall not store any inflammable or hazardous materials on or in the Licensed Area without the express written authorization of Owner (except for such quantities of standard over-the-counter

cleaning and office supplies as are reasonably necessary to be kept in connection with the normal operation and maintenance of the Licensed Area).

#### **5. Assignments.**

Licensee shall not without owners written consent of the Owner assign all or any portion of the rights or privileges to use or occupy any part of the Licensed Area. Any sub-license between the Licensee and its sub-licensee must have written approval by the Owner. The Owner acknowledges and consents to Licensee's current sub-license arrangement with the Career Resource Center (the "Sub-Licensee") affecting a portion of the Licensed Area. Licensee shall be fully responsible to the Owner for the acts of the Sub-Licensee, and Licensee shall not, without the prior written consent of the Owner, either: (i) expand the Sub-Licensee's current use of the Licensed Area, or (ii) allow another party to sub-license any part of the Licensed Area (including such part currently used by the Sub-Licensee).

#### **6. Surrender of Licensed Area and Repairs.**

- a. At the end of the License Period, Licensee shall no longer exercise the privilege of using or occupying the Licensed Area and shall otherwise surrender the Licensed Area in the same condition as it existed on the Commencement Date, normal wear and tear and damage by fire or other casualty excepted, so long as any fire or casualty is not caused by the Licensee. Licensee shall also return to the Owner all keys to the Building or to the Licensed Area at the end of the License Period.
- b. Licensee shall have the right to remove all personal property from the Licensed Area at the conclusion of the License Period provided that Licensee shall repair, at Licensee's expense, all damage to the Licensed Area caused by such removal, and shall remove all of Licensee's property. Any property not so removed by Licensee as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Owner at Licensee's expense, and Licensee waives all claims against Owner for any damages resulting from Owner's retention and disposition of such property.
- c. During and at the conclusion of the License Period, and as additional consideration for the granting of this License, Licensee agrees to make, at Licensee's expense, all necessary repairs to the Licensed Area caused by Licensee, its agents, employees, contractors, or invitees or the Sub-Licensee from use and occupancy, normal wear and tear and damage by fire or other casualty excepted, so long as any fire or casualty is not caused by the Licensee.

#### **7. Improvements.**

- a. Licensee shall not make any alterations to the Licensed Area without the prior written consent of the Owner.
- b. Any such improvements shall be made in a workmanlike manner utilizing good quality materials, including partitions, fixtures and equipment required to be affixed or secured to the Licensed Area.

- c. Upon surrender of the Licensed Area, all alterations or improvements constructed by Owner or Licensee shall remain on the Licensed Area as Owner's property, except to the extent (i) Owner requires removal of any such Licensee-made alterations at Licensee's expense prior to the expiration of the License Period or earlier termination of this License, or (ii) Owner and Licensee have otherwise agreed in writing in connection with Owner's consent to any Licensee-made alterations. Licensee shall repair any damage to the Licensed Area caused by such removal, unless Owner elects to complete such repairs itself, in which case Licensee shall reimburse Owner for the costs of such repairs within ten (10) days after Owner's written demand therefor. If Licensee fails to remove any Licensee-made alterations per the requirements of this Paragraph, or fails to repair any damage caused thereby, Owner shall have the right, but not the obligation, to complete such removal and/or repairs at Licensee's expense, and Licensee shall reimburse Owner for same within ten (10) days after Owner's written demand therefor.

## 8. Insurance

- a. Licensee, at its expense, shall maintain during the License Period: all risk property insurance covering the full replacement cost of all property and improvements installed or placed in the Licensed Area by Licensee at Licensee's expense; worker's compensation insurance with no less than the minimum limits required by law; employer's liability insurance with such limits as required by law; and commercial general liability insurance, with a minimum limit of \$1,000,000 per occurrence and a minimum umbrella limit of \$1,000,000, for a total minimum combined general liability and umbrella limit of \$2,000,000 (together with such additional umbrella coverage as Owner may reasonably require) for property damage, personal injuries, or deaths of persons occurring in or about the Licensed Area. Owner may from time to time require reasonable increases in any such limits. The commercial liability policies shall name Owner as additional insureds (and any other party reasonably requested by Owner), insure on an occurrence and not a claims made basis, be issued by insurance companies that are reasonably acceptable to Owner, not be cancelable unless thirty (30) days' prior written notice is given to Owner, contain a hostile fire endorsement and a contractual liability endorsement and provide primary coverage to Owner (any policy issued to Owner providing duplicate or similar coverage shall be deemed excess over Licensee's policies). Such policies or certificates thereof shall be delivered to Owner by Licensee prior to the Commencement Date and upon each renewal of said insurance.
- b. The all risk property insurance obtained by the Licensee in accordance with this License shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against either Party, their officers, directors, employees, managers, agents, invitees and contractors, in connection with any loss or damage thereby insured against. Neither Party nor its officers, directors, employees, managers, agents, invitees or contractors shall be liable to the other for loss or damage caused by any risk coverable by all risk property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a Party to insure its property shall not void this waiver (but such waiver shall not apply to Owner if Licensee fails to obtain and maintain

such all risk policy). Owner and its agents, employees and contractors shall not be liable for, and Licensee hereby waives all claims against such parties for, business interruption and losses occasioned thereby sustained by Licensee or any person claiming through Licensee resulting from any accident or occurrence in or upon the Licensed Area from any cause whatsoever, including without limitation, damage caused in whole or in part, directly or indirectly, by the negligence of Owner or its agents, employees or contractors; but, excluding any accident or occurrence caused directly by the gross negligence or willful misconduct of Owner or its agents, employees or contractors.

#### **9. Utilities and Services.**

For those that are separately metered and used solely by the Licensee, Licensee shall pay for all water, gas, electricity, heat, light, power, telephone, sewer, sprinkler services, janitorial services, and other utilities and services used on the Licensed Area, all maintenance charges for utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider directly to the provider of such services. In the event Licensee fails to pay for any utilities or services as required under this Paragraph, Owner shall have the right, but not the obligation, upon ten (10) days' prior written notice to Licensee, to pay such utility or service bills on Licensee's behalf and charge Licensee for same (plus a penalty equal to 5% of the past due amount) due and payable upon Owner's written demand therefor. No interruption or failure of utilities or services shall result in the termination of this License or the abatement of License Fees.

#### **10. Entry**

Owner shall have the right to enter upon the Licensed Area at reasonable hours following reasonable notice to Licensee (except in an emergency) to inspect the same, provided Owner shall not thereby unreasonably interfere with Licensee's business on the Licensed Area.

#### **11. Maintenance, Damage, and Destruction**

- a. Licensee shall at all times keep the Licensed Area clean and in good repair and condition, including the painting thereof. Licensee shall not post, paint, or place on the Licensed Area or Building any advertisement or sign without the prior written approval of the Owner. Except as otherwise expressly provided in this License, Licensee shall bear the full cost of any repair or replacement to any part of the Licensed Area that incurs damage caused by Licensee, its agents, employees, contractors, or invitees.
- b. Owner shall not be liable for any loss or damage caused by Owner's failure to keep the Licensed Area heated or in repair, or for any damage to the property of the Licensee in or about the Building or Licensed Area from water, rain, or snow which may leak or flow into any part of the Building or Licensed Area, or from leakage of pipes, plumbing, heating or cooling apparatus, or any defect on the Licensed Area.
- c. In the event the Licensed Area shall be rendered untenable by fire or other casualty, Owner may at its option, repair the Licensed Area within 90 days or

revoke the License and in such event the License shall cease immediately. The License Fee shall be abated from the date of any casualty and while such damages are under repair, unless such casualty or damage was caused by Licensee, its agents, employees, contractors, or invitees.

- d. If the Licensed Area or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects (such damage or defects not being the result of any act of negligence by Licensee or by any of Licensee's agents, employees, or invitees) that the same cannot be used for Licensee's purposes, then Licensee shall have the right after ninety (90) days following damage to elect by notice to Owner to terminate this License as of the date of such damage. The License Fee shall abate from the date of any casualty through the date of termination of the License or until such damages have been repaired, unless such casualty or damage was caused by Licensee, its agents, employees, contractors, or invitees.
- e. In the event of minor damage to any part of the Licensed Area, Owner may promptly repair such damage; however, Owner shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials, or labor or other matters, which are beyond the reasonable control of Owner. The License Fee shall be abated from the date of any casualty and while such damages are under repair, unless such casualty or damage was caused by Licensee, its agents, employees, contractors, or invitees.
- f. If the Licensed Area or any other part of the Building is damaged by fire or other casualty resulting directly from any act of negligence by Licensee or by any of Licensee's agents, employees or invitees, the License Fee shall not be diminished or abated while such damages are under repair, and Licensee shall be responsible for the costs of repair not covered by insurance.
- g. The Owner shall be responsible for maintenance of the portions of the Licensed Area, the Building, and the areas adjacent to the Building in accordance with Exhibit D attached to this Agreement. Notwithstanding such responsibility, in the event that the Owner is unable or unwilling to perform such maintenance, Licensee's only remedy is to terminate this Agreement, subject to the provisions of Section 12(b) of this Agreement. Additionally, in lieu of performing maintenance as provided in Exhibit D, the Owner may declare the Licensed Premises or affected portions thereof no longer available for occupancy, and the License Fee shall be prorated accordingly.

## 12. Default

- a. In the event of a default made by Licensee in any of the covenants or conditions to be kept, observed and performed by Licensee, Licensee shall have thirty (30) days after receipt of written notice thereof to cure such default, provided such default is capable of being cured within such time period, or any additional time as may be reasonably required to cure the default in the event thirty (30) days is insufficient, but in no event more than sixty (60) days without the written consent of the Owner. In the event that the Licensee shall fail to cure any default within the time allowed under this paragraph, Owner may declare the License Period ended and terminate the License by giving Licensee ten days' written notice of

such intention, and if Licensee does not remove its property and otherwise discontinue use of the Licensed Area, Owner may remove Licensee's property from the Licensed Area and otherwise prevent Licensee's further use of the Licensed Area or the Building.

- b. In the event of (i) a default made by Owner or (ii) Owner's decision not to perform maintenance activities identified in Exhibit D, which non-performance shall not be a technical default under this Agreement (an "Occupancy Condition"), Owner shall have thirty (30) days after receipt of written notice from Licensee of such Occupancy Condition, provided such Occupancy Condition is capable of being cured within such time period, or any additional time as may be reasonably required to cure the Occupancy Condition in the event thirty (30) days is insufficient, but in no event more than sixty (60) days without the written consent of the Licensee. In the event that the Owner shall fail to cure any Occupancy Condition within the time allowed under this paragraph, Licensee may declare the License Period ended and terminate the License by giving Owner at least ten days' written notice of such intention, and upon such termination Licensee shall remove Licensee's property from the Licensed Area.

### **13. Right to Revoke**

Owner shall have the right to revoke this License upon 270 days' prior written notice to the Licensee. Upon any such termination by Owner, if the License Fee shall have been paid in advance, Owner shall refund to Licensee the portion of such License Fee paid for any time after the effective date of the termination. Licensee shall have the right to relinquish this License upon 120 days' prior written notice to the Owner and delivery of any unpaid balance of the monthly License Fee installments due through the effective date of the termination, which shall become immediately due and payable by Licensee under the terms of the License.

### **14. Indemnification**

Except for the gross negligence or intentional misconduct of Owner, its officers, officials, agents, employees, attorneys, or representatives, and to the extent permitted by law, Licensee agrees to indemnify, defend and hold harmless Owner, and Owner's officers, officials, agents, employees, attorneys, or representatives, from and against any and all losses, liabilities, damages, costs and expenses (including attorneys' fees and court costs) resulting from claims for injuries to any person and damage to or theft or misappropriation or loss of property occurring in, on or about the Licensed Area and arising from the use and occupancy of the Licensed Area or from Licensee's failure to perform any obligations of Licensee under this License or from any activity, work, or thing done, permitted or suffered by Licensee in or about the Licensed Area or due to any other act or omission of Licensee, assignees, invitees, employees, contractors and agents. The furnishing of insurance required hereunder shall not be deemed to limit Licensee's obligations under this Paragraph. The indemnification obligations of Licensee hereunder shall survive the expiration or earlier termination of this License.

### **15. Inspection and Access**

Owner and its agents, representatives, and contractors may enter the Licensed Area at any reasonable time following reasonable notice to Licensee (except in an emergency) to inspect the Licensed Area and to make such repairs as may be required or permitted pursuant to this License and for any other business purpose. Owner may grant easements, make public dedications, designate common areas and create restrictions on or about the Licensed Area, provided that no such easement, dedication, designation or restriction materially interferes with Licensee's use or occupancy of the Licensed Area. At Owner's request, Licensee shall execute such instruments as may be necessary for such easements, dedications or restrictions.

#### **16. Holding Over**

If Licensee continues to occupy or use the Licensed Area after the termination of the License Period, unless otherwise agreed in writing and signed by Owner, such occupancy or use shall be subject to immediate termination by Owner at any time; until such occupancy terminates all of the other terms and provisions of this License shall be applicable during such holdover period, except that Licensee shall pay Owner from time to time, upon demand, as the License Fee for the holdover period, an amount equal to two hundred percent (200%) of the License Fee in effect on the termination date, computed on a monthly basis for each month or part thereof during such holding over. The License Fee for any partial month during the holdover period shall be prorated. All other payments shall continue under the terms of this License. In addition, Licensee shall be liable for all direct and consequential damages incurred by Owner as a result of such holding over. No holding over by Licensee, whether with or without consent of Owner, shall operate to extend this License except as otherwise expressly provided, and this Paragraph shall not be construed as consent for Licensee to continue to occupy or use the Licensed Area following the expiration of the License Period or earlier termination of this License. For purposes of this License, "occupancy of the Licensed Area" shall include, but shall not be limited to, continued placement of materials, signs, debris or other articles or facilities owned by Licensee or permitted to be placed on the Licensed Area by Licensee.

#### **17. Security Service**

Licensee acknowledges and agrees that Owner is not providing any security services with respect to the Licensed Area and that Owner shall not be liable to Licensee for, and Licensee hereby waives any claim against Owner with respect to, any loss by theft or any other damage suffered or incurred by Licensee in connection with any unauthorized entry into the Licensed Area or any other breach of security with respect to the Licensed Area.

#### **18. Force Majeure**

Neither party shall be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of such party ("Force Majeure"); provided, however, that Licensee's obligation to pay the License Fee and

all other amounts due and owing under this License shall not be delayed by Force Majeure.

#### **19. Notice**

Any notice required or permitted under this License shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

**Owner:**                   **The City of Lake Forest**  
220 East Deerpath  
Lake Forest, IL 60045  
Phone: 847-810-3675  
Email: kielyr@cityoflakeforest.com

**Licensee:**               **Music Institute of Chicago**  
Attn: Dr. Mark George  
1702 Sherman Avenue  
Evanston, IL 60201  
Phone: (847) 448-8309  
Email: mgeorge@musicinst.org

Owner and Licensee shall each have the right from time to time to change the address where notice is to be given to the other party.

#### **20. Waiver**

No waiver of any default of Owner or Licensee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Owner or Licensee shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

#### **21. Headings**

The headings used in this License are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this License.

#### **22. Successors**

The provisions of this License shall extend to and be binding upon Owner and Licensee and their respective legal representatives, successors, and assigns.

#### **23. Compliance with Law**

Licensee and Owner each shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Licensed Area.

#### **24. Severability**

If any clause or provision of this License is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the Parties that the remainder of this License shall not be affected thereby. It is also the intention of the Parties to this License that in lieu of each clause or provision of this License that is illegal, invalid or unenforceable, there be added, as a part of this License, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**25. Entire Agreement**

This License constitutes the complete agreement of the Owner and Licensee with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Owner or Licensee, or anyone acting on behalf of Owner or Licensee, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this License. This License may not be amended except by an instrument in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this License, in duplicate, as of the day and year first above written.

Owner

The City of Lake Forest

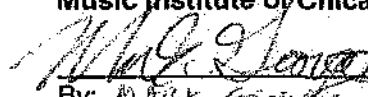


By: Robert R. Kiely, JR  
Its: City Manager

JAN. 26, 2015  
Date

Licensee

Music Institute of Chicago

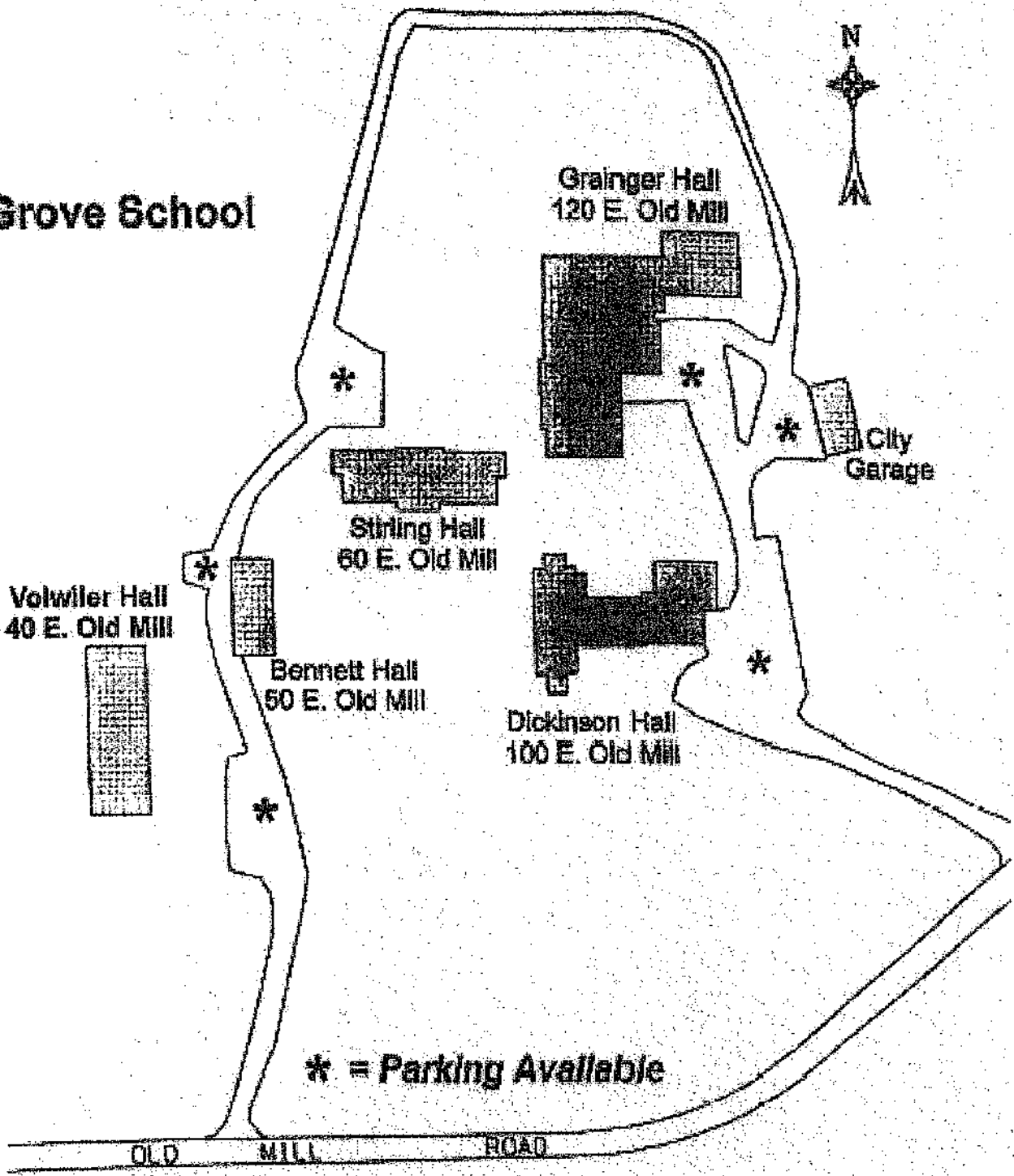


By: Mark George  
Its: PRESIDENT AND CEO

2/19/2015  
Date

EXHIBIT A  
LICENSED AREA

Grove School



\* = Parking Available

OLD MILL ROAD

## EXHIBIT B

### MISSION STATEMENT OF LICENSEE

**Our mission is to provide the foundation for a lifelong engagement with music by:**

- Offering the highest quality music education for all ages and levels of ability.
- Reaching individuals with music education where opportunities are limited.
- Supporting growth of therapy through music and the arts as a community service for individuals with special needs.
- Supporting lifelong musical learning in every community.
- Building upon a proud tradition of developing the exceptional performer.

#### **Our Vision**

The Music Institute of Chicago is dedicated to transforming lives through music. We lead our community toward a lifelong engagement with music through activities that teach, motivate and inspire people to be better.

- More than entertainment or ambient sound, music is a vehicle for understanding; communication and self-improvement, as intrinsic to the human experience as language.
- Through lessons, classes, ensembles and concerts, the Music Institute of Chicago nurtures and guides students of all ages toward a greater connection with their musical instinct.
- The joyful process of making music, listening to music and learning about music yields enormous benefits. Our students make themselves better and have a positive impact on the world.

# *Music Institute of Chicago Mission Statement*

The Music Institute of Chicago (MIC) believes that the enjoyment of music, the knowledge of music, and the development of skills in creating and performing music enhance the quality of life and nourish the human spirit.

Therefore, the mission of MIC is to provide the foundation for a lifelong enjoyment of music.

Specifically, MIC will:

- Provide the highest quality music education for all ages and all levels of ability.
- Reach selected individuals with music education where such opportunities are limited.
- Support the growth of therapy through music and the arts as a community service for individuals with special needs.
- Strengthen the emphasis on lifelong music learning.
- Build upon a proud tradition of developing the exceptional performer.

*The Music Institute of Chicago does not discriminate on the basis of race, color, age, nationality, sex, ethnic origin, disability, religious belief, or any other protected category, in its admission, financial aid or other educational policies or employment policies.*

Internal Revenue Service  
District Director

Department of the Treasury

P. O. Box 2508  
Cincinnati, OH 45201

January 11, 1999

Person to Contact:

Robert Molloy

Telephone Number:

877-829-5500

Fax Number:

513-684-5936

Federal Identification Number:

36-2374224

Music Institute of Chicago  
300 Green Bay Road  
Winnetka, IL 60093-4009

Dear Madam:

We have received your Articles of Amendment to the Articles of Incorporation filed with the State of Illinois on October 9, 1998, indicating that your name had changed from Music Center of the North Shore to Music Institute of Chicago.

In February 1987, we issued a letter that recognized your organization as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information submitted with the application, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii). That classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's purposes, character, method of operations, or sources of support have changed, please let us know so we can consider the effect of the change on the organization's exempt status and foundation status.

Revenue Procedure 75-50, published in Cumulative Bulletin 1975-2 on page 587, sets forth guidelines and record keeping requirements for determining whether private schools have racially nondiscriminatory policies as to students. Your organization must comply with this revenue procedure to maintain its tax-exempt status.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, they are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Music Institute of Chicago  
36-2374224

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions concerning this matter, you may write or telephone us at the address or telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

  
C. Ashley Bullard  
District Director

EXHIBIT C  
SPECIAL USE PERMIT

The City of Lake Forest  
An Ordinance

**Granting a Special Use Permit for Property Located at 40 E. Old Mill Road -- Grove School**

WHEREAS, The City of Lake Forest, has filed a petition for property located at 40 E. Old Mill Road, Grove School legally described as follows:

*That part of the South West Quarter of the South West quarter of Section 9, Township 43 North, Range 12, East of the 3<sup>rd</sup> P.M., lying Westerly of the right of way of the Chicago and North Western Railroad and Northerly of the public road or highway running through said quarter quarter Section, the center line of which said public road is described approximately as commencing at a point 10 chains and 30 links West of the South East corner of said quarter quarter Section and running thence North Easterly to a point in the East line of said quarter quarter Section, 730.5 feet South of the North East corner thereof, in Lake County, Illinois.*

WHEREAS, The City of Lake Forest, has petitioned for a Special Use Permit in accordance with the regulations of Section 46-24 of the Lake Forest Zoning Code to allow a Cultural Campus and;

WHEREAS, the Zoning Board of Appeals of The City of Lake Forest held public hearings on June 28, July 26 and August 25, 1999 to review the petition for a Special Use Permit as provided by law, and submitted to the City Council a report of its findings, a copy of which is attached hereto and made a part hereof as Exhibit A, recommending the enactment of an ordinance granting the requested Special Use Permit subject to conditions of approval attached hereto and made a part hereof as Exhibit B and;

WHEREAS, the City Council concurs with the findings of the Zoning Board of Appeals.

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

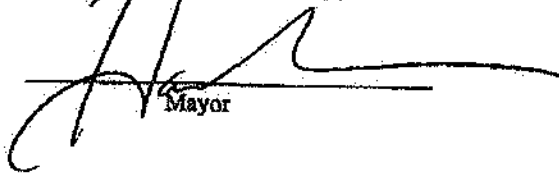
Section 1: As required by Section 46-24 of the Lake Forest Zoning Code is hereby granted to allow for a Cultural Campus in accordance with the site plan attached as Exhibit C subject to the conditions as set forth in the attached Exhibit B.

Section 2: This ordinance shall be in full force and effect from and after its passage and approval.

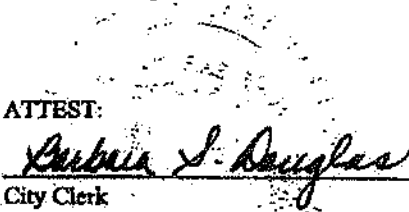

Passed this 16<sup>TH</sup> day of SEPTEMBER, 1999

  
City Clerk

Approved this 16<sup>TH</sup> day of SEPTEMBER, 1999

  
Mayor

ATTEST:

  
  
City Clerk

Attachments: Exhibits A,B,C

ordgrove

**EXHIBIT A**  
**Findings in Support of a Special Use Permit**

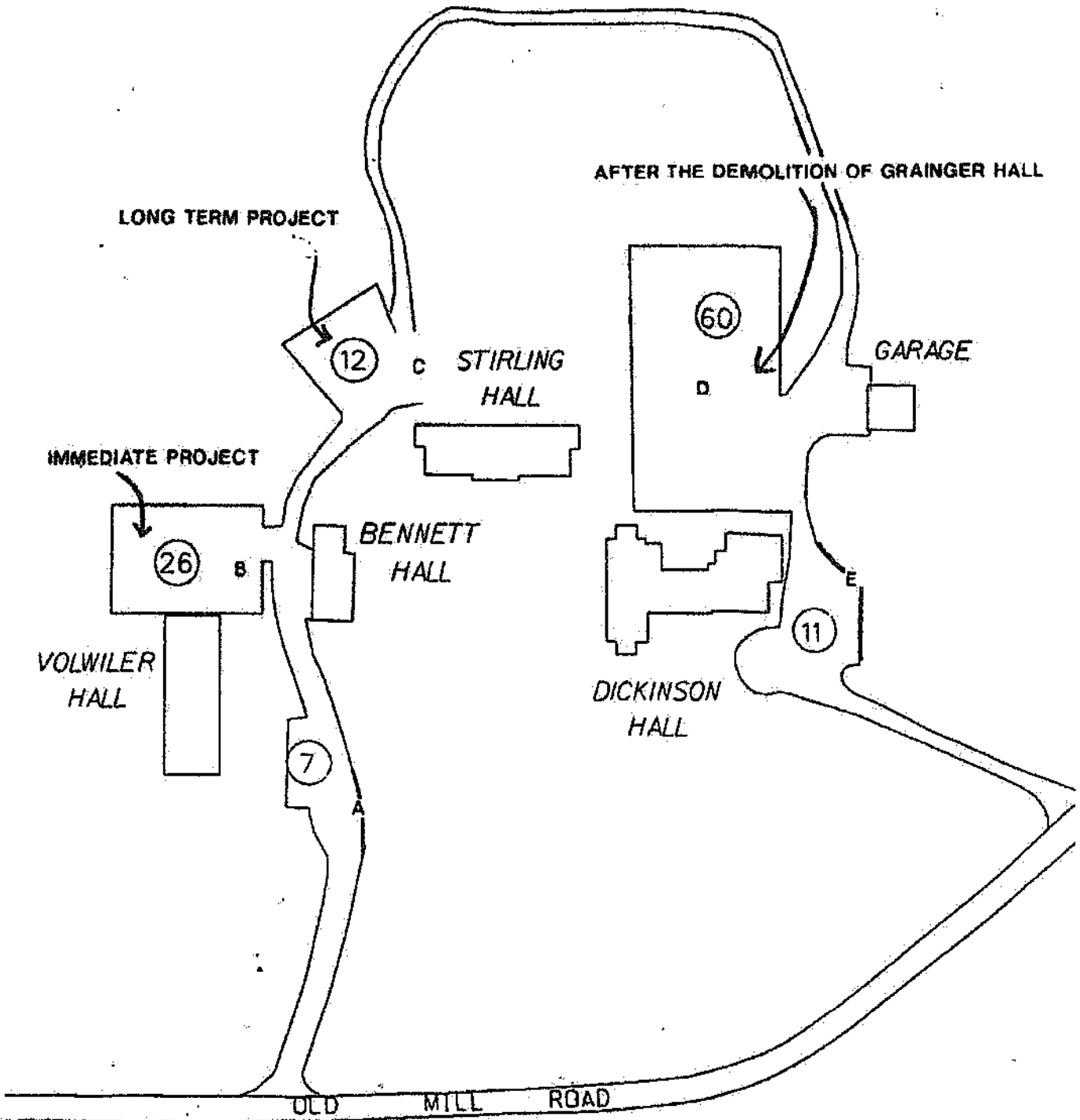
1. The proposed Cultural Campus at Grove School will not negatively impact the general public in that the intensity and type of uses will be similar to other special uses located in residential districts.
2. The Cultural Campus itself is well screened by existing vegetation from the adjacent residential properties to the west and south.
3. The Cultural Campus will provide the opportunity to renovate and preserve the historic buildings, the historic site and open space consistent with long standing City goals.
4. The neglected Grove School site will be improved and maintained in a manner that will not negatively impact the property values of the surrounding properties or be injurious to the uses on those properties.
5. The Cultural Campus will not impede the orderly development or improvement of surrounding properties.
6. The required utilities, roads and drainage are already in place or will be upgraded as needed to serve the site.
7. No Changes are proposed to ingress and egress to the overall site.
8. The special use will conform to the applicable regulations of the R-4 District except as modified by the City Council.

**EXHIBIT B**  
Conditions of Approval

1. The Cultural Campus is intended to permit uses that are generally consistent with the theme of providing education, exposure and experiences to community members in the areas of art, music, humanities and society. The intent of the Cultural Campus is to provide a home for primarily day time uses that benefit the community.
2. Public activities and classes at Grove School shall end no later than 9:00 p.m. with the exception of occasional events as permitted by the Lease Agreements.
3. The buildings at Grove School shall be leased or managed by civic organizations, City Boards or Commissions and not-for-profit groups after review and approval of the proposed uses and lease by the City Council. Through the Lease Agreements, the City Council shall:
  - Consider the cumulative use of the site in the evening hours and select a tenant mix such that all tenants are not high users of the site in the evening hours.
  - Establish 9 p.m. as an ending time for public classes and activities with exceptions only as specified in the Lease Agreements.
  - Specify the number of social functions, such as fund raisers, that may be held per year by each lease holder and require that prior notification of such events shall be provided to the City.
  - Specify that no parking is permitted on any neighboring residential street, even those that are not signed as "No Parking."
4. At the time that lighting, parking lot landscape and signage plans are considered by the Building Review Board, special consideration shall be given to ensuring that the residential character of the neighborhood is preserved. In particular, attention shall be given to the types and intensity of lighting proposed, the location and aiming of the fixtures, the height of the light poles and a requirement that lighting levels be reduced at night through the use of timers.
5. Grainger Hall shall be demolished and replaced with a parking lot in the general vicinity of the building within 2 years from the date of City Council final approval of this Special Use Permit. In the interim period, Grainger Hall shall not be leased for use.
6. No off site parking, on neighboring residential streets, shall be permitted for any uses conducted at the Grove School site. Old Mill Road, east of Ridge Road shall be signed as a no parking area.
7. Road improvements on the Grove School site, to address safety concerns and facilitate snow removal, improvements to existing parking areas and the addition of parking lots immediately north of Volwiler Hall and in place of Grainger Hall shall occur within 1 year of final approval of the Special Use Permit by the City Council. Plans for the new parking lots shall be subject to the review and approval of the City Engineer and the City Forester to ensure that off site drainage impacts do not negatively impact the overall grove of trees.
8. Consideration shall be given as to whether an on site street connection between Northcroft Park and Grove School is warranted when the earliest of the following occurs:
  - A master plan for Northcroft Park is developed by the City's Park and Recreation Board.
  - Additional parking, beyond the approximately 90 parking spaces currently planned, is proposed for construction.
  - A new building or significant addition, in excess of 1,000 square feet, is planned.
  - The City Council determines that the level of use of the Cultural Campus warrants study of a street interconnection.
  - When the vehicle trips per day on Old Mill Road, east of Ridge Road, average 400 trips per day or greater, for a two week period. At that time, no further leases shall be entered into by the City pending re-consideration of a second means of access to Grove School.

9. A zone change shall be considered within 1 year of final City Council approval of the Special Use Permit to rezone the northern portion of the Grove School site, the area that will become part of Northcroft Park, and the eastern portion of the Grove School site, the connection to the Heller Nature Preserve, from R-4, Single Family Residential to OA, Open Area.
10. Within 5 years after final approval of the Special Use Permit, the conditions of approval shall be reviewed by the City Council to determine if refinement to the conditions, the addition of conditions or the removal of conditions is warranted. At the discretion of the City Council, the review of conditions may be delegated to the Zoning Board of Appeals for reconsideration and a recommendation. Final action to amend the conditions shall be by the City Council.
11. Construction of new buildings or facilities, significant additions to existing buildings (in excess of 1000 square feet) or a use not consistent with the Cultural Campus concept as described in this report shall require an amendment to the Special Use Permit.
12. Old Mill Road, east of Ridge Road shall not be widened except as part of an overall City street widening program

Revised August 23, 1999



GROVE SCHOOL CULTURAL CAMPUS  
(PRELIMINARY PLAN)



January 6, 2025

Dear Honorable Mayor Tack and Members of City Council,

On behalf of Elawa Farm Foundation, we request an extension of the City of Lake Forest's loan option for our capital initiative through June 30, 2025. With recent donations, we have not had to draw on the loan option yet. We appreciate consideration of extending this opportunity for an additional six months.

We have received such positive feedback from Lake Forest residents on our recent capital developments, including the farm animals and café. We look forward to completing the project this year, which will include a visitor center, classroom, and more.

Thank you for being a valuable partner to Elawa Farm Foundation!

Sincerely,

*Laura Calvert*

Laura Calvert  
Executive Director  
Elawa Farm Foundation  
847-234-1966 ext. 800  
lcalvert@elawafarm.org



THE CITY OF LAKE FOREST

ORDINANCE NO. 2025- \_\_\_\_

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE  
PROPERTY LOCATED AT 270 MAJESTIC OAK COURT

**WHEREAS**, North Shore Builders, Inc. (William J. Ryan 94%, John Rushin 3%, James A. Esperson 3%) ("**Owner**") is the owner of that certain real property commonly known as 270 Majestic Oak Court, 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 Owner desires to construct a new residence and install hardscape and landscape ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as **Group Exhibit B** ("**Plans**"); and

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

**WHEREAS**, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on April 3, 2024; and

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2025.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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

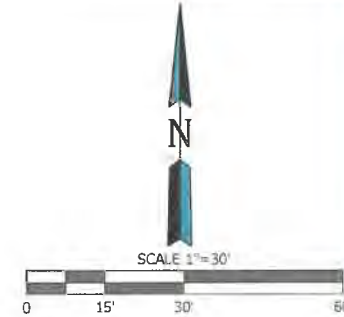
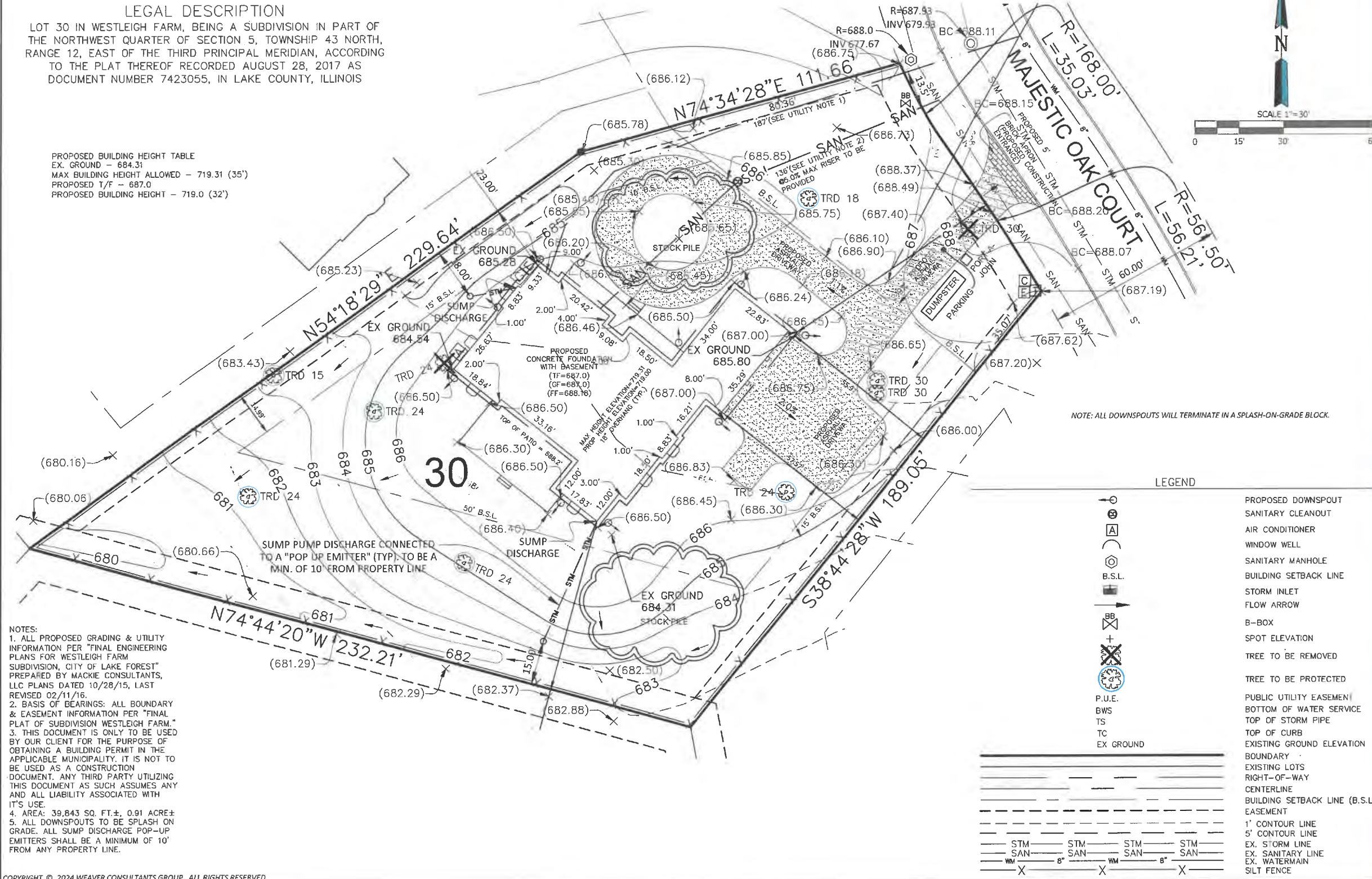
GROUP EXHIBIT B

The Plans

SITE DEVELOPMENT PLAN (LOT 30)

**LEGAL DESCRIPTION**  
 LOT 30 IN WESTLEIGH FARM, BEING A SUBDIVISION IN PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 2017 AS DOCUMENT NUMBER 7423055, IN LAKE COUNTY, ILLINOIS

**PROPOSED BUILDING HEIGHT TABLE**  
 EX. GROUND - 684.31  
 MAX. BUILDING HEIGHT ALLOWED - 719.31 (35')  
 PROPOSED T/F - 687.0  
 PROPOSED BUILDING HEIGHT - 719.0 (32')



**NOTES:**  
 1. ALL PROPOSED GRADING & UTILITY INFORMATION PER "FINAL ENGINEERING PLANS FOR WESTLEIGH FARM SUBDIVISION, CITY OF LAKE FOREST" PREPARED BY MACKIE CONSULTANTS, LLC PLANS DATED 10/28/15, LAST REVISED 02/11/16.  
 2. BASIS OF BEARINGS: ALL BOUNDARY & EASEMENT INFORMATION PER "FINAL PLAT OF SUBDIVISION WESTLEIGH FARM."  
 3. THIS DOCUMENT IS ONLY TO BE USED BY OUR CLIENT FOR THE PURPOSE OF OBTAINING A BUILDING PERMIT IN THE APPLICABLE MUNICIPALITY. IT IS NOT TO BE USED AS A CONSTRUCTION DOCUMENT. ANY THIRD PARTY UTILIZING THIS DOCUMENT AS SUCH ASSUMES ANY AND ALL LIABILITY ASSOCIATED WITH IT'S USE.  
 4. AREA: 39,843 SQ. FT.±, 0.91 ACRE±  
 5. ALL DOWNSPOUTS TO BE SPLASH ON GRADE. ALL SUMP DISCHARGE POP-UP EMITTERS SHALL BE A MINIMUM OF 10' FROM ANY PROPERTY LINE.

NOTE: ALL DOWNSPOUTS WILL TERMINATE IN A SPLASH-ON-GRADE BLOCK.

LEGEND

	PROPOSED DOWNSPOUT
	SANITARY CLEANOUT
	AIR CONDITIONER
	WINDOW WELL
	SANITARY MANHOLE
	BUILDING SETBACK LINE
	STORM INLET
	FLOW ARROW
	B-BOX
	SPOT ELEVATION
	TREE TO BE REMOVED
	TREE TO BE PROTECTED
	PUBLIC UTILITY EASEMENT
	BOTTOM OF WATER SERVICE
	TOP OF STORM PIPE
	TOP OF CURB
	EXISTING GROUND ELEVATION
	BOUNDARY
	EXISTING LOTS
	RIGHT-OF-WAY
	CENTERLINE
	BUILDING SETBACK LINE (B.S.L.)
	EASEMENT
	1' CONTOUR LINE
	5' CONTOUR LINE
	EX. STORM LINE
	EX. SANITARY LINE
	EX. WATERMAIN
	SILT FENCE

PREPARED FOR: NORTH SHORE BUILDERS  
 946 N. PLUM GROVE ROAD  
 SCHILLING, IL 60073

**SITE DEVELOPMENT PLAN (LOT 30)**  
 WESTLEIGH FARM  
 LAKE FOREST, ILLINOIS

NO.	DATE	REVISION DESCRIPTION
1	07/26/24	REVISED PER NEW FOUNDATION
2	08/01/24	REVISED PER NEW DRIVEWAY
3	10/10/24	REVISED PER NEW DRIVEWAY

**Weaver Consultants Group**  
 WEAVER CONSULTANTS GROUP  
 1813 N. MILL ST., SUITE A  
 WAPERVILLE, ILLINOIS 60464  
 (630)-717-4848  
 www.wcgrp.com

REUSE OF DOCUMENTS  
 This document, and the designs incorporated herein, as an instrument of professional service, is the property of Weaver Consultants Group, and is not to be used in whole or in part, without the written authorization of Weaver Consultants Group.

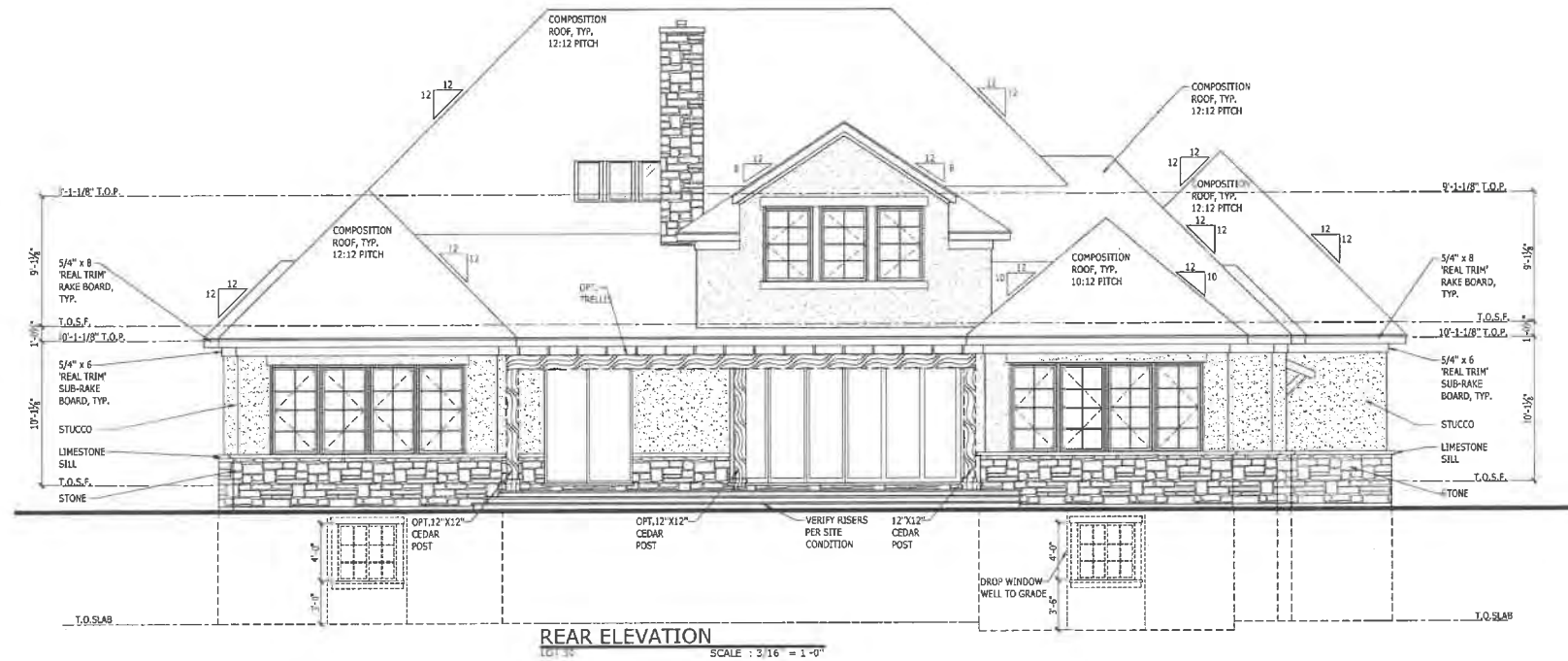
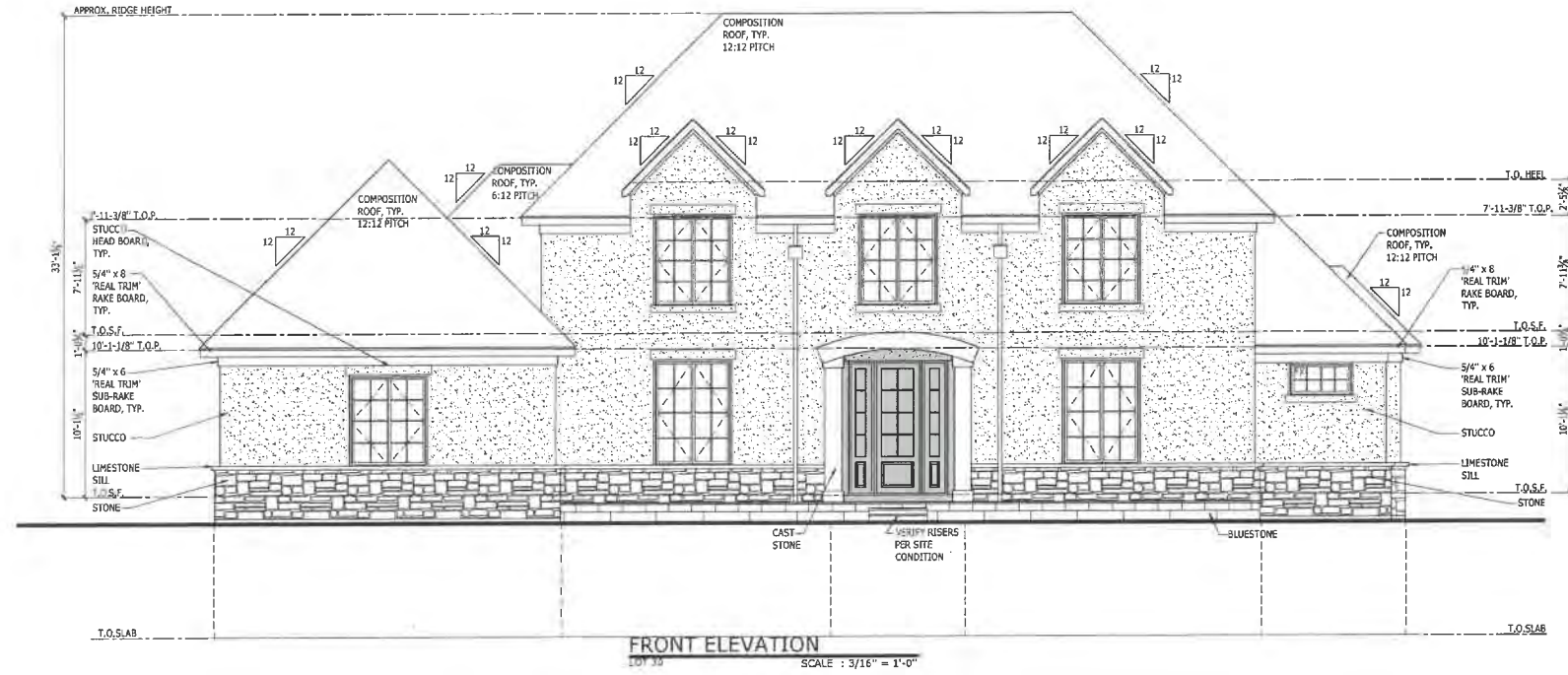
DRAWN BY: JTR/PCV/MTH  
 REVIEWED BY: HCL  
 DATE: 09/13/2024  
 FILE: 4088-301-09  
 CAD: [blank]  
 SHEET 2 OF 3

GROUP EXHIBIT B

The Plans

© WILLIAM RYAN HOMES

Friday, October 25, 20 4 - 8:54:11 am  
 © COPYRIGHT WILLIAM RYAN HOMES, INC. ALL RIGHTS RESERVED. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND WILLIAM RYAN HOMES OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.



**CONSTRUCTION ASSEMBLIES:**

- 1 THE FOLLOWING KEYNOTES REFER TO THE SYMBOLS AS SHOWN ON PLANS
- A. **ROOF CONSTRUCTION:**  
 COMPOSITION ROOF SHINGLES ON UNDER-LAYMENT WITH ICE & WATER SHIELD WHERE REQUIRED, ON 5/8\" C.D. EXTERIOR PLYWOOD ROOF SHEATHING ON ROOF FRAMING MEMBERS (AS NOTED ON FRAMING PLANS).  
 CEILING: 5/8\" GYPSUM BOARD WITH INSULATION ABOVE.
  - B1. **TYPICAL SIDING WALL CONSTRUCTION:**  
 SIDING ON WATER RESISTANT BARRIER ON 15/32\" O.S.B. EXTERIOR WALL SHEATHING ON 2x4 OR 2x6 STUDS, 16\" O.C. W/ INSULATION IN CAVITIES, (1/2\" PLYWOOD @ BLOCKED PANEL EDGES).  
 INTERIOR: 1/2\" TYPE 'X' GYPSUM BOARD.
  - B2. **TYPICAL BRICK/STONE VENEER WALL CONSTR.:**  
 STONE VENEER OR BRICK VENEER (INSTALLED PER MFR'S SPEC.) OVER WATER RESISTANT BARRIER ON 1/2\" O.S.B. EXTERIOR WALL SHEATHING ON 2x4 OR 2x6 STUDS, 16\" O.C. W/ INSULATION IN CAVITIES, (1/2\" PLYWOOD @ BLOCKED PANEL EDGES).  
 INTERIOR: 1/2\" TYPE 'X' GYPSUM BOARD.
  - C. **TYPICAL FLOOR CONSTRUCTION:**  
 FINISHED FLOORING ON 3/4\" C.D. EXTERIOR PLYWOOD FLOOR SHEATHING ON FLOOR FRAMING AS NOTED.  
 MAIN FLOOR CEILING: 5/8\" GYPSUM BOARD.
  - D1. **TYPICAL BASEMENT SLAB CONST.:**  
 4\" CONCRETE SLAB ON 6 MIL VAPOR BARRIER ON 4\" MIN. GRANULAR FILL ON 95% COMPACTED EARTH OR VIRGIN SOIL.
  - D2. **TYPICAL GARAGE SLAB CONST.:**  
 5\" CONCRETE SLAB ON 6 MIL VAPOR BARRIER ON 4\" MIN. GRANULAR FILL ON 95% COMPACTED EARTH OR VIRGIN SOIL.
  - D3. **TYPICAL PORCH SLAB CONST.:**  
 PAVERS ON 3 1/2\" CONCRETE SLAB ON 4\" MIN. GRANULAR FILL ON 95% COMPACTED EARTH OR VIRGIN SOIL.

**GENERAL EXTERIOR ELEVATION NOTES:**

- GRADE CONDITIONS MAY VARY FOR INDIVIDUAL SITE FROM THAT SHOWN.
- PROVIDE ROOF AND SOFFIT VENTS AS SPECIFIED BY BUILDER.
- PROVIDE GUTTERS AND DOWNSPOUTS AS SPECIFIED BY BUILDER.



WESTLEIGH FARM - LOT 30

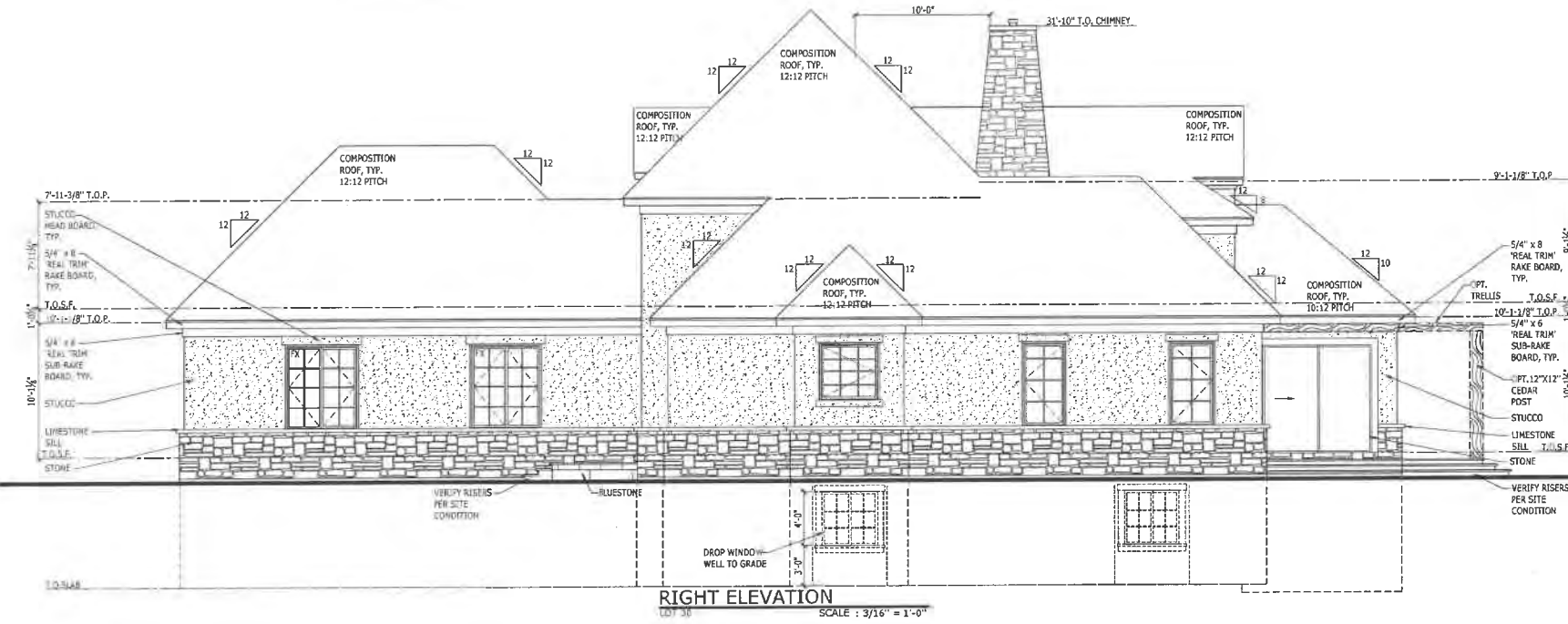
09.12.2024  
 REVISION: 0461  
 01.10.2024: FIRST ROUND OF BC's

FRONT AND REAR ELEVATIONS

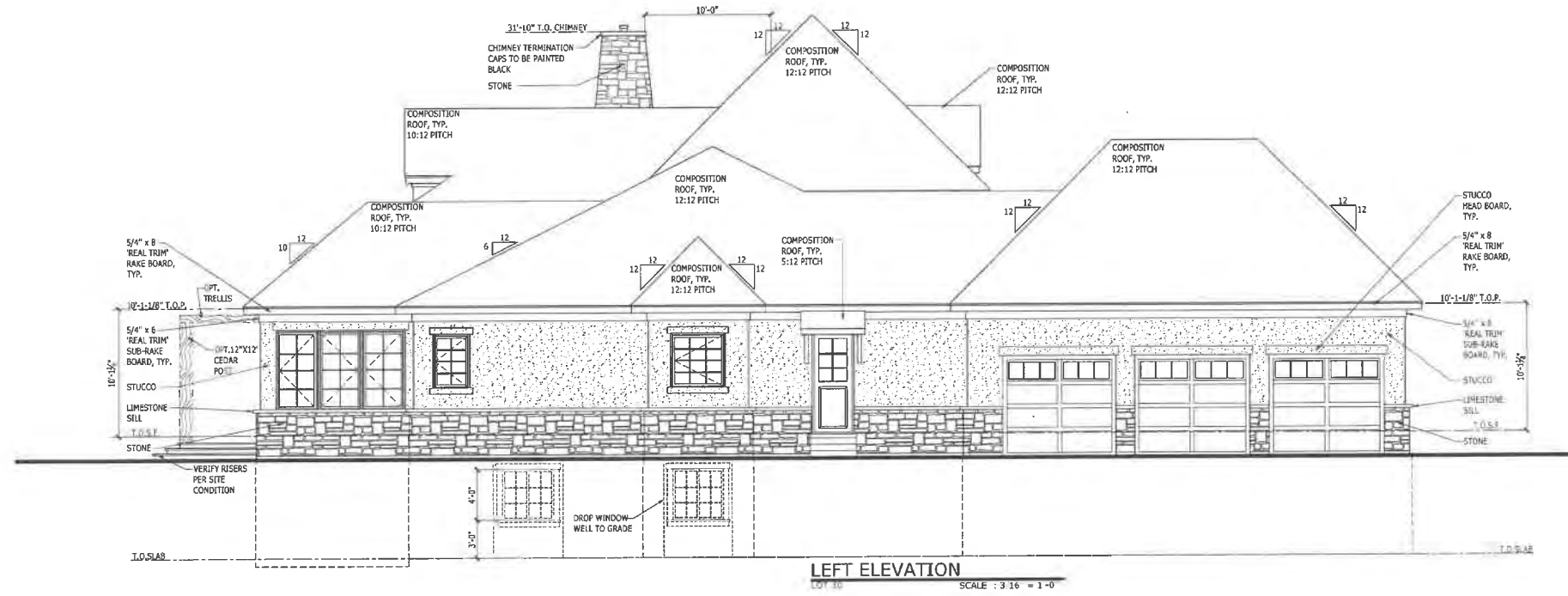
SHEET NO. **A-3**  
 W/ D SF LEFT

# GROUP EXHIBIT B

## The Plans



**RIGHT ELEVATION**  
SCALE: 3/16" = 1'-0"



**LEFT ELEVATION**  
SCALE: 3/16" = 1'-0"

### CONSTRUCTION ASSEMBLIES:

- T THE FOLLOWING KEYNOTES REFERENCE THE SYMBOLS AS SHOWN ON PLANS
- A. **ROOF CONSTRUCTION:**  
COMPOSITION ROOF SHINGLES ON UNDER-LAYMENT WITH ICE & WATER SHIELD WHERE REQUIRED, ON 5/8" C.D. EXTERIOR PLYWOOD ROOF SHEATHING ON ROOF FRAMING MEMBERS (AS NOTED ON FRAMING PLANS).  
CEILING: 5/8" GYPSUM BOARD WITH INSULATION ABOVE.
  - B1. **TYPICAL SIDING WALL CONSTRUCTION:**  
SIDING ON WATER RESISTANT BARRIER ON 15/32" O.S.B. EXTERIOR WALL SHEATHING ON 2x4 OR 2x6 STUDS, 16" O.C. W/ INSULATION IN CAVITIES. (1/2" PLYWOOD @ BLOCKED PANEL EDGES).  
INTERIOR: 1/2" TYPE 'X' GYPSUM BOARD.
  - B2. **TYPICAL BRICK/STONE VENEER WALL CONSTRUCTION:**  
STONE VENEER OR BRICK VENEER (INSTALLED PER MFR'S SPECS.) OVER WATER RESISTANT BARRIER ON 1/2" O.S.B. EXTERIOR WALL SHEATHING ON 2x4 OR 2x6 STUDS, 16" O.C. W/ INSULATION IN CAVITIES. (1/2" PLYWOOD @ BLOCKED PANEL EDGES).  
INTERIOR: 1/2" TYPE 'X' GYPSUM BOARD.
  - C. **TYPICAL FLOOR CONSTRUCTION:**  
FINISHED FLOORING ON 3/4" C.D. EXTERIOR PLYWOOD FLOOR SHEATHING ON FLOOR FRAMING AS NOTED.  
MAIN FLOOR CEILING: 5/8" GYPSUM BOARD.
  - D1. **TYPICAL BASEMENT SLAB CONST.:**  
4" CONCRETE SLAB ON 6 MIL. VAPOR BARRIER ON 4" MIN. GRANULAR FILL ON 95% COMPACTED EARTH OR VIRGIN SOIL.
  - D2. **TYPICAL GARAGE SLAB CONST.:**  
5" CONCRETE SLAB ON 6 MIL. VAPOR BARRIER ON 4" MIN. GRANULAR FILL ON 95% COMPACTED EARTH OR VIRGIN SOIL.
  - D3. **TYPICAL PORCH SLAB CONST.:**  
PAVERS ON 3 1/2" CONCRETE SLAB ON 4" MIN. GRANULAR FILL ON 95% COMPACTED EARTH OR VIRGIN SOIL.

### GENERAL EXTERIOR ELEVATION NOTES:

- GRADE CONDITIONS MAY VARY FOR INDIVIDUAL SITE FROM THAT SHOWN.
- PROVIDE ROOF AND SOFFIT VENTS AS SPECIFIED BY BUILDER.
- PROVIDE GUTTERS AND DOWNSPOUTS AS SPECIFIED BY BUILDER.



P. AT  
WESTLEIGH FARM -  
LOT 30

DATE: 01.16.2024	DRAWN BY: J. B. B.
DATE: 09.12.2024	DRAWN BY: J. B. B.
DATE: 01.16.2024	DRAWN BY: J. B. B.

DRAWING TITLE  
LEFT AND RIGHT ELEVATIONS

A-4

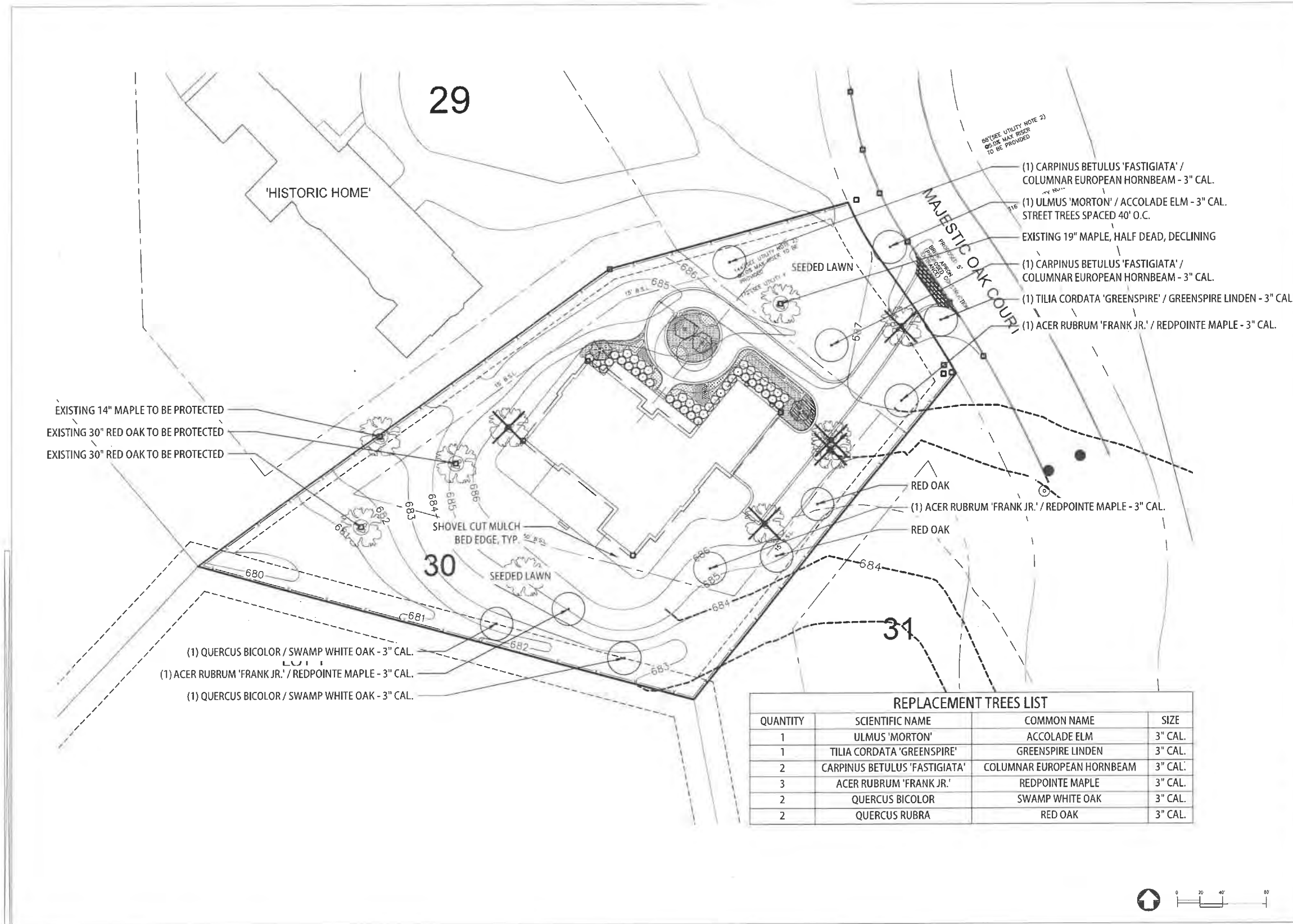
LEFT


© WILLIAM RYAN HOMES

Friday, October 2024 - 6:54:13  
© COPYRIGHT WILLIAM RYAN HOMES, INC. ALL RIGHTS RESERVED. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB AND WILLIAM RYAN HOMES OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.

**GROUP EXHIBIT B**

**The Plans**





teska  
817 Green Street, Madison, Wisconsin 53701  
Tel 608.261.1911, Fax 608.261.1908

---

client / owner \_\_\_\_\_

project name \_\_\_\_\_

project address \_\_\_\_\_

---

seal / signature \_\_\_\_\_

---

name / developer \_\_\_\_\_

landscape architect of record \_\_\_\_\_

consultant 1 \_\_\_\_\_

consultant 2 \_\_\_\_\_

consultant 3 \_\_\_\_\_

---

**CHECK SET**  
NOT FOR CONSTRUCTION

issue / revision	date	description
△	_____	_____
△	_____	_____
△	_____	_____
△	_____	_____
△	_____	_____
△	_____	_____
△	_____	_____
△	_____	_____

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pm    la    cad

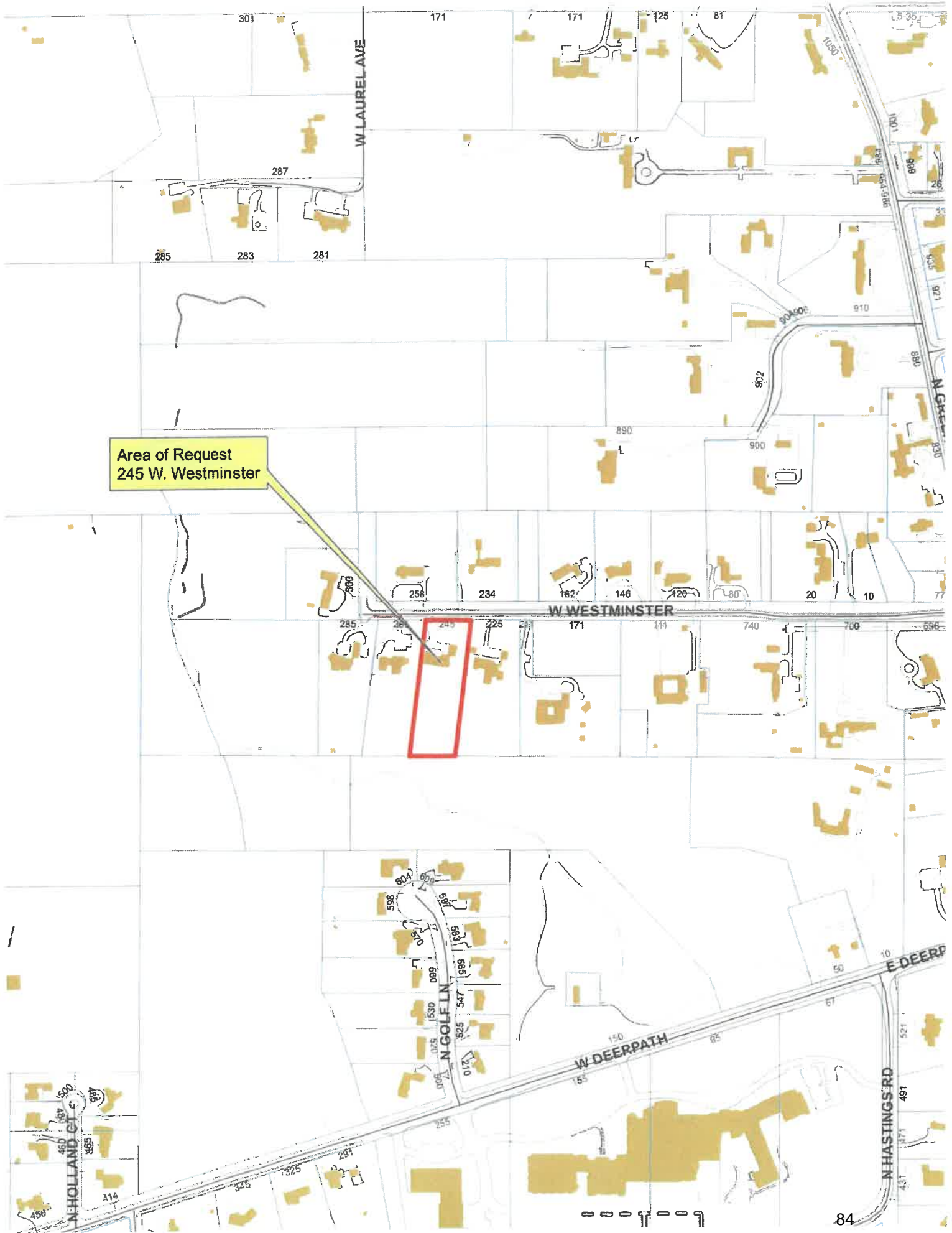
---

issue date July 19, 2024

---

sheet name  
**TREE REPLACEMENT PLAN**

sheet number  
**L-3**



THE CITY OF LAKE FOREST

ORDINANCE NO. 2025- \_\_\_\_

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE  
PROPERTY LOCATED AT 245 W. WESTMINSTER

**WHEREAS**, Sean and Elizabeth Nolan ("**Owners**") are the owners of that certain real property commonly known as 245 W. Westminster, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

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

**WHEREAS**, the Owners submitted an application ("**Application**") to permit the construction of the Improvements and 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 June 5, 2024; and

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

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

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

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

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

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

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

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

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

- A. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. Compliance with Laws. Chapters 150, regarding buildings and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the 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 \_\_\_\_\_, 2025.

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

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2025.

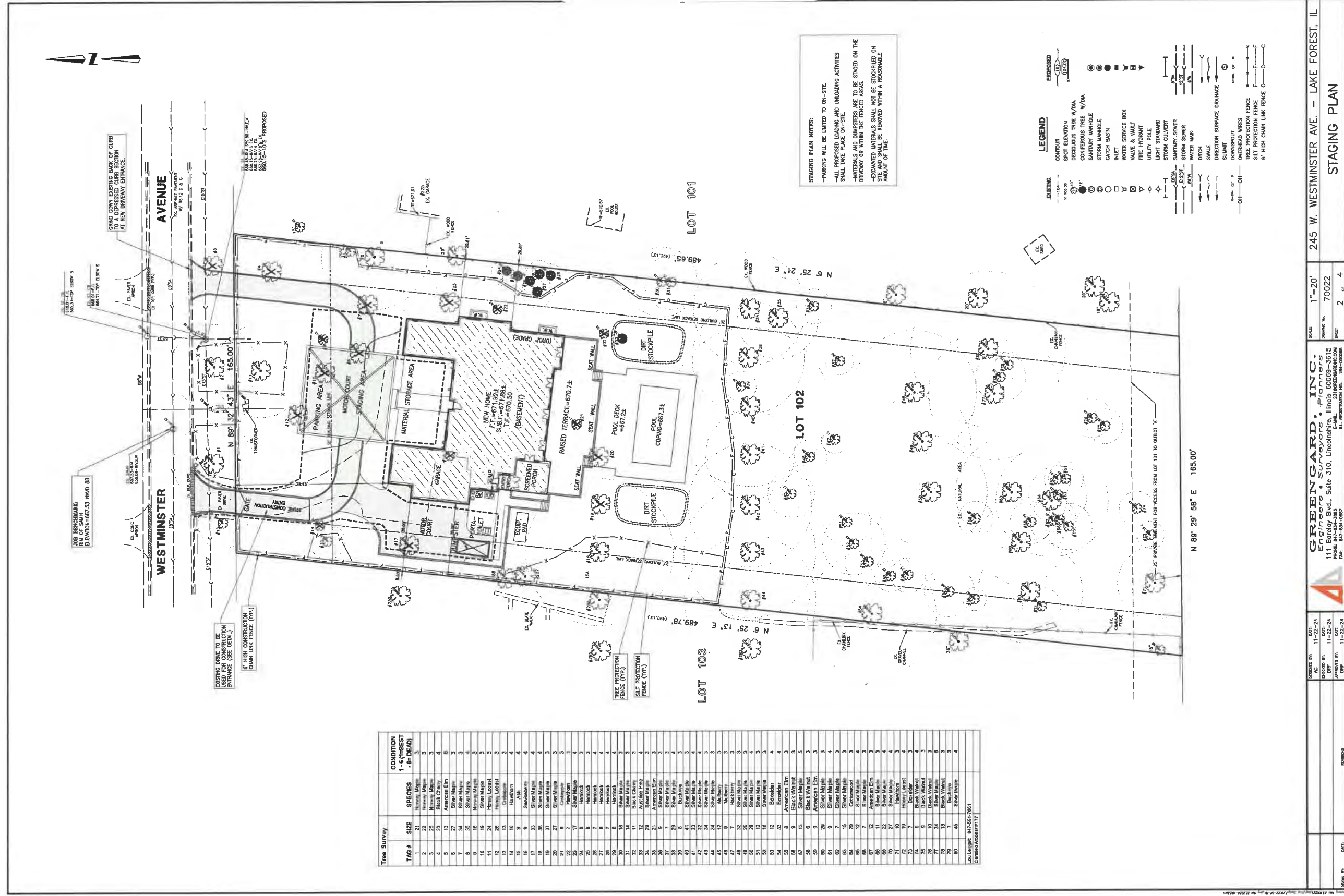
\_\_\_\_\_

Mayor

ATTEST:

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

The Plans



**STAGING PLAN NOTES:**  
 -PARKING WILL BE LIMITED TO ON-SITE.  
 -ALL PROPOSED LOADING AND UNLOADING ACTIVITIES SHALL TAKE PLACE ON-SITE.  
 -MATERIALS AND DAMPERS ARE TO BE STAGED ON THE DRIVEWAY OR WITHIN THE FENCED AREAS.  
 -EXCAVATED MATERIALS SHALL NOT BE STOCKPILED ON SITE AND SHALL BE REMOVED WITHIN A REASONABLE AMOUNT OF TIME.

**LEGEND**

**EXISTING**  
 CONTOUR  
 SPOT ELEVATION  
 DECIDUOUS TREE W/DIA  
 CONIFEROUS TREE W/DIA  
 SANITARY MANHOLE  
 STORM MANHOLE  
 CATCH BASIN  
 INLET  
 WATER SERVICE BOX  
 VALVE & WADT  
 FIRE HYDRANT  
 UTILITY POLE  
 DOWN SPUR  
 STORM SEWER  
 STORM SEWER  
 WATER MAIN  
 DITCH  
 SWALE  
 DIRECTION SURFACE DRAINAGE  
 SUMMIT  
 DOWNSPOUT  
 OVERHEAD WIRES  
 TREE PROTECTION FENCE  
 SILT PROTECTION FENCE  
 6' HIGH CHAIN LINK FENCE

**PROPOSED**  
 CONTOUR  
 SPOT ELEVATION  
 DECIDUOUS TREE W/DIA  
 CONIFEROUS TREE W/DIA  
 SANITARY MANHOLE  
 STORM MANHOLE  
 CATCH BASIN  
 INLET  
 WATER SERVICE BOX  
 VALVE & WADT  
 FIRE HYDRANT  
 UTILITY POLE  
 DOWN SPUR  
 STORM SEWER  
 STORM SEWER  
 WATER MAIN  
 DITCH  
 SWALE  
 DIRECTION SURFACE DRAINAGE  
 SUMMIT  
 DOWNSPOUT  
 OVERHEAD WIRES  
 TREE PROTECTION FENCE  
 SILT PROTECTION FENCE  
 6' HIGH CHAIN LINK FENCE

Tree Survey	TAQ #	SIZE	SPECIES	CONDITION 1-4 (1=BEST 4=DEAD)
	1	21	Hemlock Maple	3
	2	22	Hemlock Maple	3
	3	25	Norway Spruce	3
	4	13	Black Cherry	6
	5	27	Shier Maple	3
	6	34	Shier Maple	3
	7	35	Shier Maple	3
	8	18	Norway Spruce	3
	9	24	Hemlock	3
	10	24	Hemlock	3
	11	24	Hemlock	3
	12	26	Hemlock	3
	13	13	Black Cherry	3
	14	16	Hemlock	4
	15	9	Ash	4
	16	33	Shier Maple	4
	17	33	Shier Maple	4
	18	38	Shier Maple	4
	19	37	Shier Maple	3
	20	27	Shier Maple	3
	21	7	Hemlock	3
	22	17	Shier Maple	3
	23	8	Hemlock	3
	24	8	Hemlock	3
	25	9	Hemlock	3
	26	7	Hemlock	4
	27	8	Hemlock	4
	28	16	Black Cherry	3
	29	16	Black Cherry	3
	30	14	Shier Maple	3
	31	14	Shier Maple	3
	32	11	Black Cherry	3
	33	26	Black Cherry	3
	34	26	Black Cherry	3
	35	21	American Elm	3
	36	9	Shier Maple	3
	37	25	Shier Maple	3
	38	25	Shier Maple	3
	39	6	Black Oak	3
	40	41	Shier Maple	3
	41	41	Shier Maple	3
	42	32	Shier Maple	4
	43	34	Shier Maple	3
	44	34	Shier Maple	3
	45	34	Shier Maple	3
	46	9	Black Cherry	3
	47	7	Black Cherry	3
	48	32	Shier Maple	3
	49	32	Shier Maple	3
	50	28	Shier Maple	3
	51	12	Shier Maple	3
	52	16	Shier Maple	3
	53	16	Shier Maple	3
	54	35	Black Cherry	4
	55	8	American Elm	3
	56	9	Black Walnut	3
	57	13	Shier Maple	3
	58	6	Black Walnut	3
	59	6	Black Walnut	3
	60	28	Shier Maple	3
	61	9	Shier Maple	4
	62	7	Shier Maple	3
	63	15	Shier Maple	3
	64	12	Shier Maple	3
	65	12	Shier Maple	3
	66	7	Shier Maple	3
	67	12	American Elm	3
	68	22	Shier Maple	3
	69	22	Shier Maple	3
	70	22	Shier Maple	4
	71	10	Hemlock	3
	72	7	Black Cherry	3
	73	7	Black Cherry	3
	74	8	Black Walnut	3
	75	8	Black Walnut	3
	76	34	Shier Maple	3
	77	34	Shier Maple	3
	78	15	Black Walnut	3
	79	7	Black Walnut	3
	80	46	Shier Maple	4

Scale: 1"=20'  
 Drawing No: 70022  
 Sheet: 2 of 4

**GREENGARD, INC.**  
 Engineers & Surveyors • Planners  
 111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3615  
 Phone: 815-331-3883  
 Fax: 815-331-3888  
 E-Mail: info@greengard.com  
 Website: www.greengard.com

DATE: 11-22-24  
 CHECKED BY: 11-22-24  
 APPROVED BY: 11-22-24

REVISIONS

LOT 101  
 LOT 102  
 LOT 103

WESTMINSTER AVENUE

245 W. WESTMINSTER AVE. - LAKE FOREST, IL

STAGING PLAN

**GROUP EXHIBIT B**

**The Plans**

I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE THEY COMPLY WITH ALL THE CODES AND ORDINANCES OF THE CITY OF LAKE FOREST AND TO ALL OTHER APPLICABLE GOVERNING LAWS.

*John Kowalski* 11/20/24  
DATE



**NORTH ELEVATION**

SCALE: 1/4"=1'-0"

REVIEW	10-15-2024
ISSUED FOR PERMIT	11-20-2024
ISSUED FOR BID	
ISSUED FOR CONSTRUCTION	
REVISED	

**NOLAN RESIDENCE**

245 W. WESTMINSTER  
LAKE FOREST, ILLINOIS 60045

**LANDMARK**  
DESIGN GROUP, INC. • CHICAGO, ILLINOIS

272 DEERPATH RD. LAKE FOREST, IL  
TEL: 847.615.0687 FAX: 847.615.9116

A-8

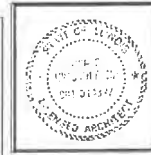
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GROUP EXHIBIT B

The Plans

I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE THEY COMPLY WITH ALL THE CODES AND ORDINANCES OF THE CITY OF LAKE FOREST AND TO ALL OTHER APPLICABLE GOVERNING BODIES

*John Kandler* 11/20/2024  
DATE



REVIEW	10-15-2024
ISSUED FOR PERMIT:	11-20-2024
ISSUED FOR BID:	
ISSUED FOR CONSTRUCTION:	
REVISED:	



WEST ELEVATION

SCALE: 1/4"=1'-0"

NOLAN RESIDENCE

245 W. WESTMINSTER  
LAKE FOREST, ILLINOIS 60045

LANDMARK  
DESIGN & CONSTRUCTION COMPANY  
272 DEERPATH RD. LAKE FOREST, IL  
TEL. 347.615.0637 FAX. 347.615.0116

A-9

GROUP EXHIBIT B

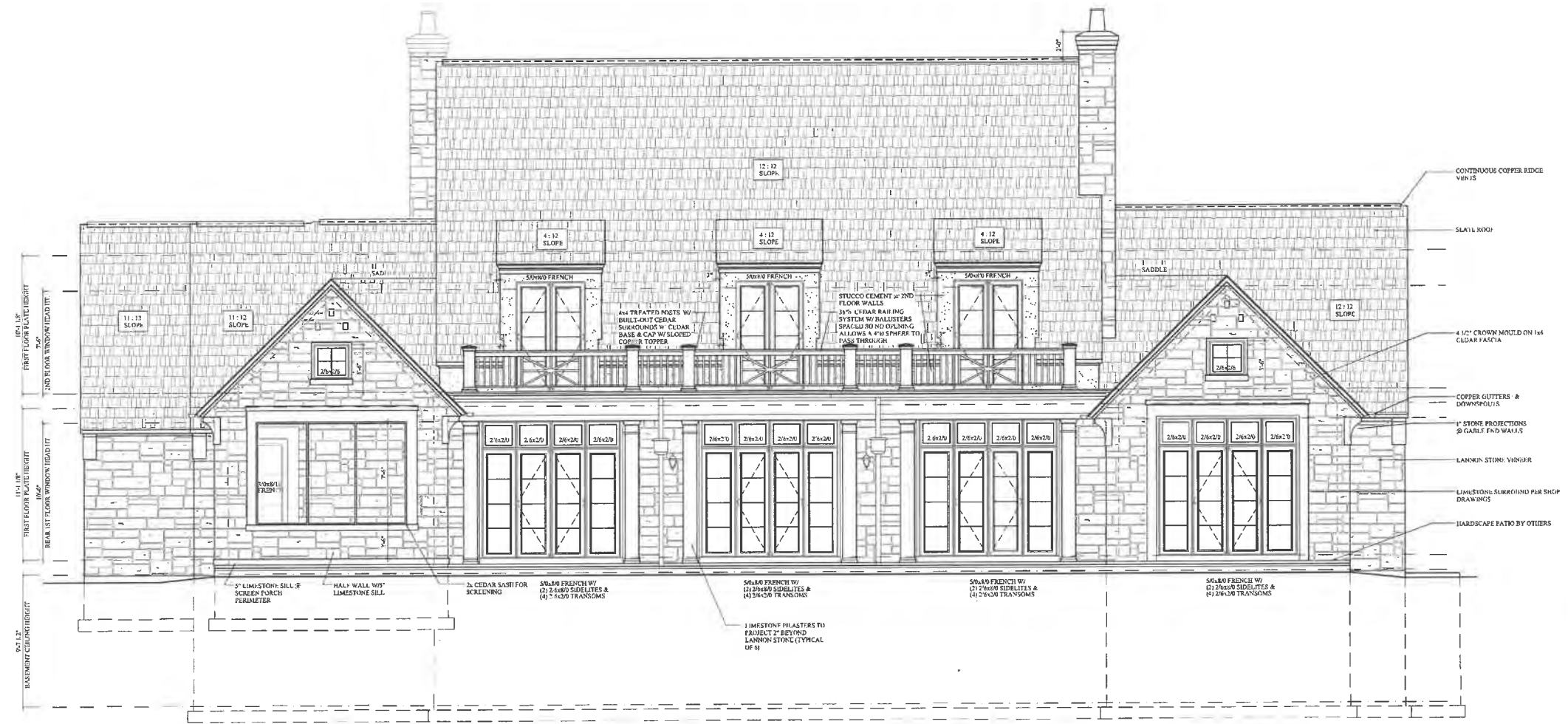
The Plans

I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE THEY COMPLY WITH ALL THE ORDINANCES AND REGULATIONS OF THE CITY OF LAKE FOREST AND TO ALL OTHER APPLICABLE GOVERNING BODIES.

*John Kandler* 11/29/2024  
DATE



REVIEW	10-15-2024
ISSUED FOR PERMIT	11-20-2024
ISSUED FOR BID	
ISSUED FOR CONSTRUCTION	
REVISED	



SOUTH ELEVATION

SCALE: 1/4"=1'-0" © copyright 2024

NOLAN RESIDENCE

245 W. WESTMINSTER  
LAKE FOREST, ILLINOIS 60045

LANDMARK  
DESIGN & CONSTRUCTION COMPANY  
272 DEERPATH RD. LAKE FOREST, IL  
TEL: 847.615.0637 FAX: 847.615.9116

A-10

GROUP EXHIBIT B

The Plans

I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE THEY COMPLY WITH ALL THE CODES AND ORDINANCES OF THE CITY OF LAKE FOREST AND TO ALL OTHER APPLICABLE GOVERNING RULES

*Jim Kaminski* 11/20/2024  
DATE



REVIEW	10-15-2024
ISSUED FOR PERMIT:	11-20-2024
ISSUED FOR BID:	
ISSUED FOR CONSTRUCTION:	
REVISED:	



EAST ELEVATION

SCALE: 1/4"=1'-0"

NOLAN RESIDENCE

245 W. WESTMINSTER  
LAKE FOREST, ILLINOIS 60043

**LANDMARK**  
ARCHITECTURE & INTERIOR DESIGN

272 DEERPATH RD. LAKE FOREST, IL  
TEL: 847.618.0837 FAX: 847.618.9116

A-11

GROUP EXHIBIT B

The Plans

Tree Preservation Survey			
TAG #	SIZE	SPECIES	CONDITION 1-6 (1=BEST, 6=DEAD)
1	21	Norway Maple	3
2	22	Norway Maple	3
3	23	Norway Maple	3
4	24	Black Cherry	3
5	13	American Elm	6
6	27	Silver Maple	3
7	28	Silver Maple	3
8	29	Silver Maple	3
9	16	Norway Maple	3
10	19	Silver Maple	3
11	24	Honey Locust	3
12	26	Honey Locust	3
13	13	Crabapple	3
14	16	Hawthorn	4
15	8	Ash	4
16	9	Serviceberry	4
17	33	Silver Maple	4
18	38	Silver Maple	4
19	27	Silver Maple	3
20	27	Silver Maple	3

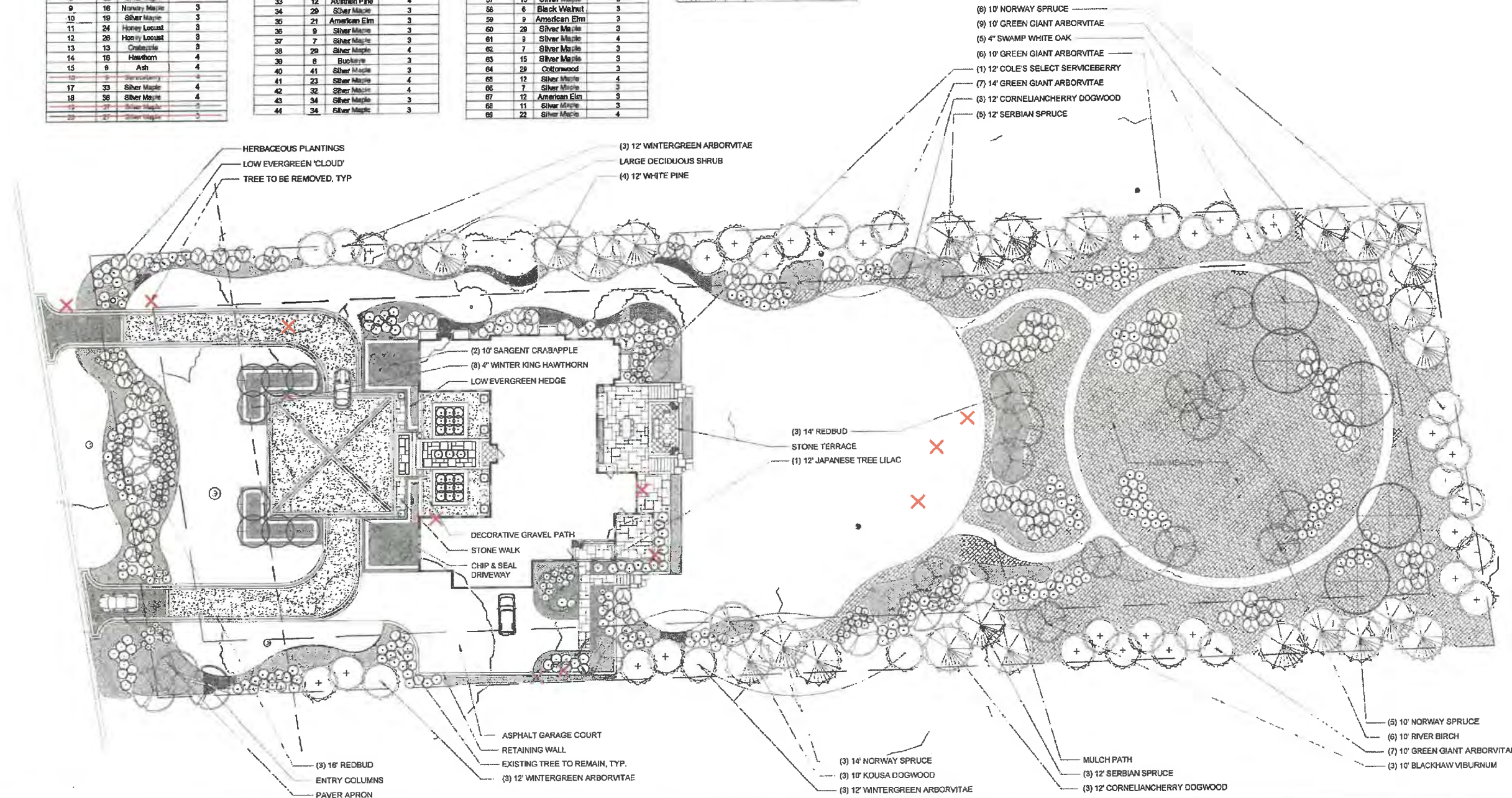
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22	7	Hawthorn	3
23	17	Silver Maple	4
24	8	Hemlock	3
25	8	Hemlock	3
26	7	Hemlock	4
27	8	Hemlock	4
28	7	Hemlock	4
29	6	Hemlock	4
30	18	Silver Maple	3
31	14	Silver Maple	3
32	11	Black Cherry	3
33	12	Austrian Pine	4
34	29	Silver Maple	3
35	21	American Elm	3
36	9	Silver Maple	3
37	7	Silver Maple	3
38	29	Silver Maple	4
39	8	Buckeye	3
40	41	Silver Maple	3
41	23	Silver Maple	4
42	32	Silver Maple	4
43	34	Silver Maple	3
44	34	Silver Maple	3

45	12	Mulberry	3
46	2	Mulberry	3
47	2	Hawthorn	3
48	32	Silver Maple	3
49	25	Silver Maple	3
50	29	Silver Maple	4
51	12	Silver Maple	3
52	19	Silver Maple	3
53	12	Boulder	4
54	33	Boulder	4
55	8	American Elm	3
56	9	Black Walnut	3
57	13	Silver Maple	5
58	6	Black Walnut	3
59	9	American Elm	3
60	29	Silver Maple	3
61	9	Silver Maple	4
62	7	Silver Maple	3
63	15	Silver Maple	3
64	29	Cottonwood	3
65	12	Silver Maple	4
66	7	Silver Maple	3
67	12	American Elm	3
68	11	Silver Maple	3
69	22	Silver Maple	4

70	27	Silver Maple	4
71	10	Hawthorn	3
72	19	Honey Locust	4
73	7	Boulder	3
74	9	Black Walnut	4
75	9	Black Walnut	3
76	10	Black Walnut	3
77	34	Silver Maple	5
78	13	Black Walnut	3
79	7	Buckeye	3
80	45	Silver Maple	4

Lead Designer:  
Certified Arborist #177  
347-561-7091

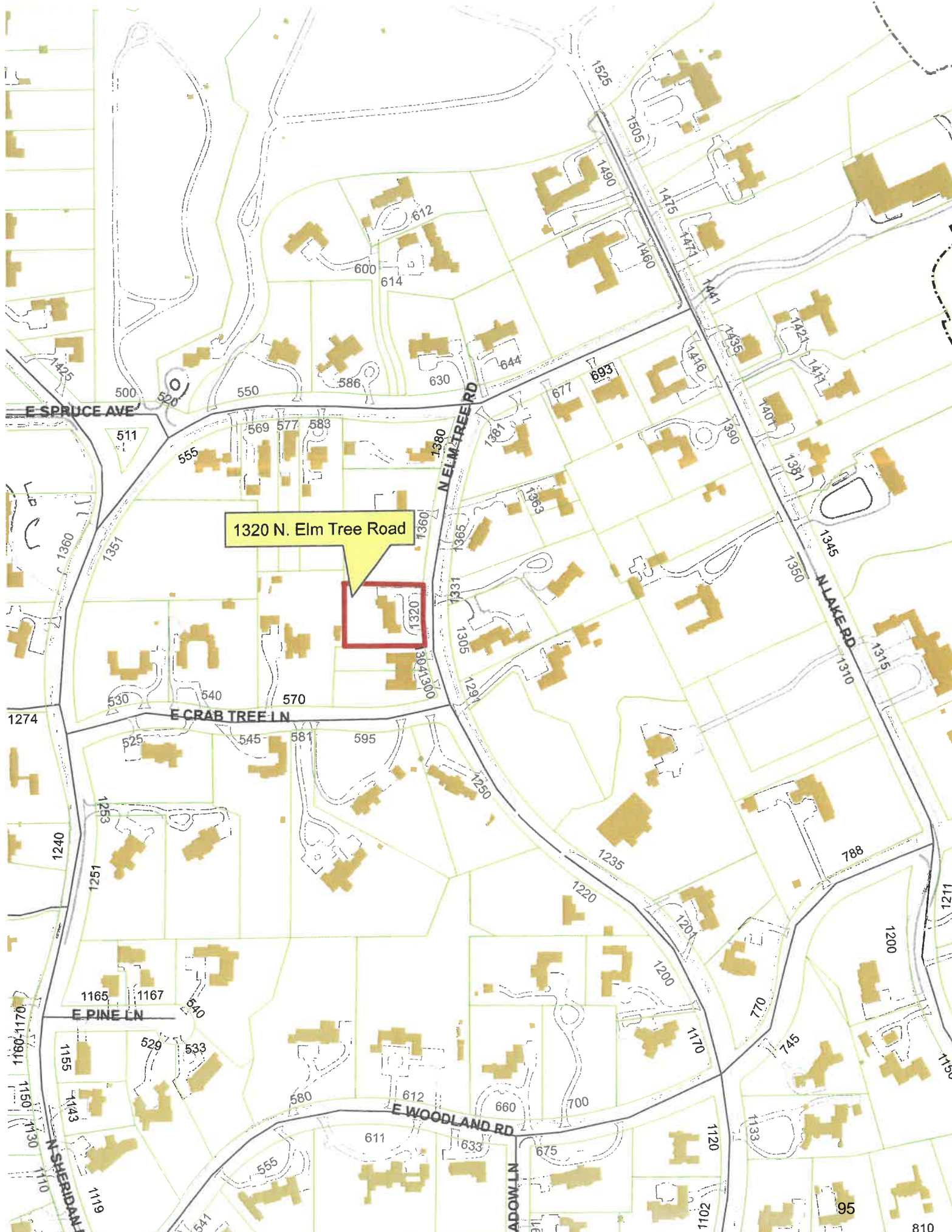
CONCEPTUAL LANDSCAPE PLAN



**GENESER RESIDENCE - CONCEPTUAL LANDSCAPE PLAN**  
245 W. WESTMINSTER  
LAKE FOREST, IL 60045

SCALE: 1/16"=1'-0"  
4/12/2024  
N

1320 N. Elm Tree Road



THE CITY OF LAKE FOREST

ORDINANCE NO. 2025 - \_\_\_\_

AN ORDINANCE GRANTING A FLOOR AREA EXCEPTION FOR  
THE PROPERTY LOCATED AT 1320 ELM TREE ROAD

**WHEREAS**, Chicago Title Land Trust 9002345942, Heather Vermeulen ("**Owner**") is the owner of that certain real property commonly known as 1320 Elm Tree Road, 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 in the R-4, Single Family Residence Zoning District; and

**WHEREAS**, the Owner desires to construct improvements including a partial demolition, replacement addition and make other alterations ("**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**, some of 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 November 20, 2024; 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 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 Certificate of Appropriateness 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 structure 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 and neighboring residences due to existing fencing and vegetation. In addition, the proposed Improvements will not have a significant negative impact on the light to or views from neighboring homes.
9. the height and mass of the Improvements will generally be compatible with the existing improvements on the site and with neighboring homes, will be subordinate to the existing structure and to 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 Owner's 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 Owner's request for exceptions to the otherwise applicable maximum floor area requirements, subject to the terms and conditions hereinafter set forth;

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

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

**SECTION TWO: 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 5,354 square feet, 21% 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 Owner will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. Fees and Costs. The Owner shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owner shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.
- F. Other Conditions. The improvements shall be substantially in conformance with the 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 Owner has not (i) executed and (ii) thereafter filed with the City Clerk, within 90 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit D and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2025.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2025.

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Mayor

ATTEST:

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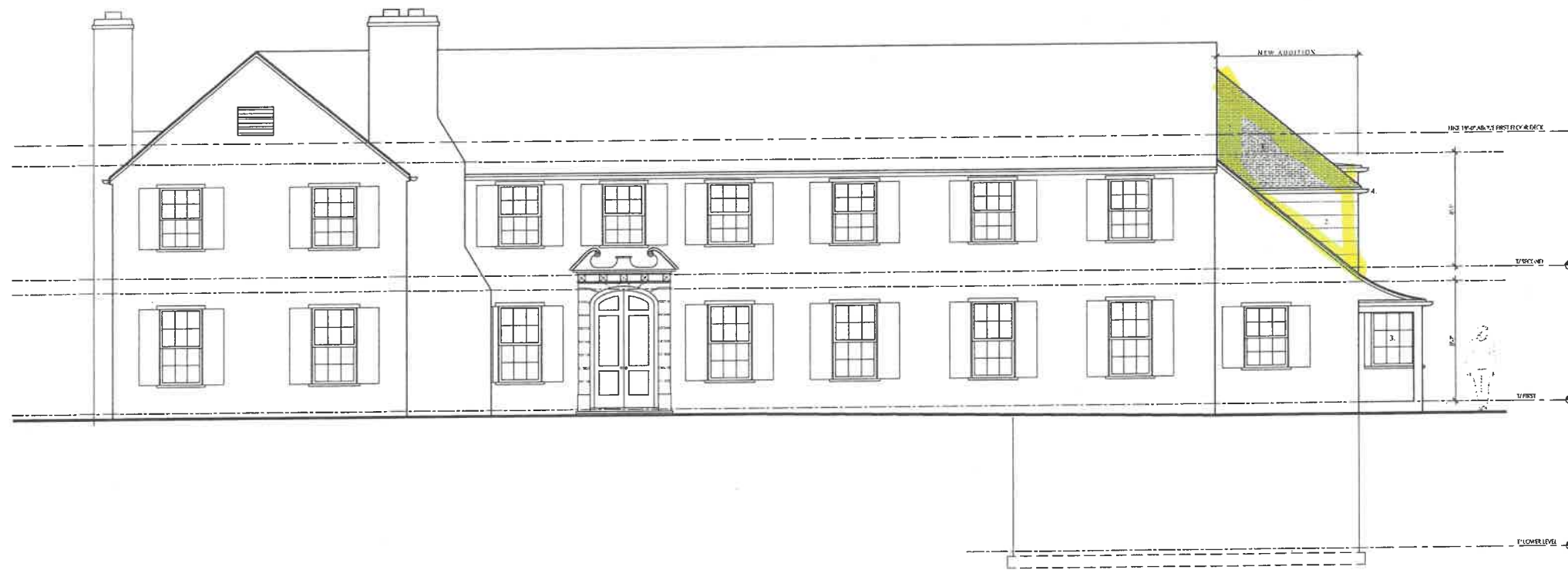
City Clerk



The Plans

MATERIALS KEY:

1.	CEDAR SHINGLE ROOF
2.	HORIZONTAL WOOD SIDING
3.	CLAD WINDOWS W/ SID
4.	COPPER GUTTERS & DOWNSPOUTS
5.	WOOD SHUTTERS
6.	BRICK CHIMNEY
7.	LWESTONE



1 PROPOSED EAST-SCHEME "C"

SCALE 1/4" = 1'-0"

THE VERMEULEN RESIDENCE  
1320 ELM TREE LAKE FOREST

STREIGHTIFF  
515 OAKWOOD LAKE FOREST

The Plans

MATERIALS KEY:

1.	CEDAR SHINGLE ROOF
2.	HORIZONTAL WOOD SIDING
3.	CLAD WINDOWS W/SHUT
4.	COPPER GUTTERS & DOWNSPOUTS
5.	WOOD SHUTTERS
6.	BRICK CHIMNEY
7.	LIMESTONE



1 PROPOSED NORTH- SCHEME "C"

SCALE 1/4"=1'-0"

THE VERMEULEN RESIDENCE  
1320 ELM TREE LAKE FOREST

STREIGHTIFF  
555 OAKWOOD LAKE FOREST

The Plans

MATERIALS KEY:	
1.	CEDAR SHINGLE ROOF
2.	HORIZONTAL WOOD SIDING
3.	CLAD WINDOWS W/SDL
4.	COPPER GUTTERS & DOWNSPOUTS
5.	WOOD SHUTTERS
6.	BRICK CHIMNEY
7.	LIMESTONE



1 PROPOSED SOUTH - SCHEME "C"

SCALE 1/4" = 1'-0"

THE VERMEULEN RESIDENCE  
1320 ELM TREE LAKE FOREST

STREIGHTIFF  
555 OAKWOOD LAKE FOREST

The Plans

MATERIALS KEY:

1. CEDAR SHINGLE ROOF
2. HORIZONTAL WOOD SIDING
3. CLAD WINDOWS W/ SCL
4. COPPER GUTTERS & DOWNSPOUTS
5. WOOD SHUTTERS
6. BRICK CHIMNEY
7. LIMESTONE

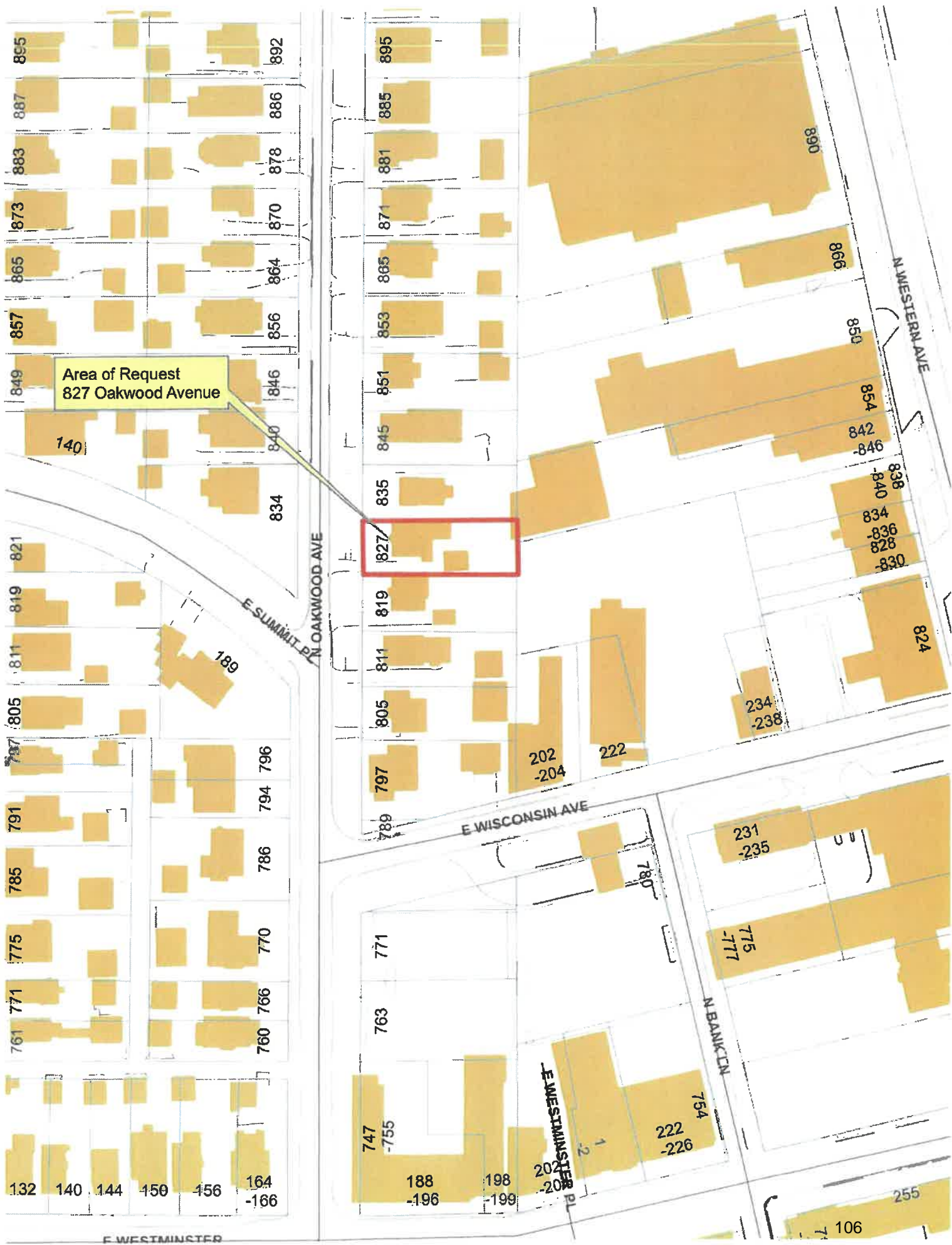


1 PROPOSED WEST - SCHEME "C"

SCALE 1/4" = 1'-0"

THE VERMEULEN RESIDENCE  
1320 ELM TREE LAKE FOREST

STREIGHTIFF  
555 OAKWOOD LAKE FOREST



Area of Request  
827 Oakwood Avenue

E SUMMIT PL  
OAKWOOD AVE

E WISCONSIN AVE

E WESTMINSTER PL

N BANKTON

N WESTERN AVE

E WESTMINSTER

**THE CITY OF LAKE FOREST**

**ORDINANCE NO. 2025-\_\_\_**

**AN ORDINANCE GRANTING VARIANCES FROM THE FRONT AND SIDE YARD SETBACKS FOR PROPERTY LOCATED AT 827 OAKWOOD AVENUE**

**WHEREAS**, Donald and Donna Williams ("**Owners**") are the owners of that certain real property commonly known as 827 Oakwood Avenue, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

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

**WHEREAS**, the Owners desire to replace an existing small porch with an open front porch within the front and side yard setbacks ("**Improvements**") as depicted on the site plans attached hereto as **Group Exhibit B** ("**Plans**"); and

**WHEREAS**, the Owners submitted an application ("**Application**") for variances from Section 159.084, R-1, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the front and side yard setbacks; and

**WHEREAS**, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on November 25, 2024; and

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

1. The proposed front porch will not alter the essential character of the neighborhood. The porch will be generally consistent in mass and proximity to the property lines as porches on other homes in the surrounding neighborhood.
2. The hardship upon which the request for setback variances is based includes the approval of the subdivision and the original siting of the house long before the adoption of current Code requirements.
3. The conditions on which this request is based are generally unique to this established neighborhood and to this property and are not generally applicable to other properties in the same zoning district throughout the City.
4. The proposed front porch is desired to improve the functionality and appearance of the home by providing protection from the weather, outdoor space, and aligning the home with others in the neighborhood which have welcoming open front porches.

5. The porch is open in character minimizing the additional mass that will be constructed in the setbacks.

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

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

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

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

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

**SECTION THREE: Zoning Setback Variances Granted.** Based on the findings presented above, the City Council does hereby grant approval of the requested variances to allow construction of an open front porch no closer than 25 feet to the front (west) property line and no closer than three feet to the north (side) 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 materials and demolition debris and a plan for parking construction vehicles shall be submitted and will be subject to City review and approval.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans which detail the porch as an open, rather than an enclosed, element.
- F. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owners shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

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

forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2025.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

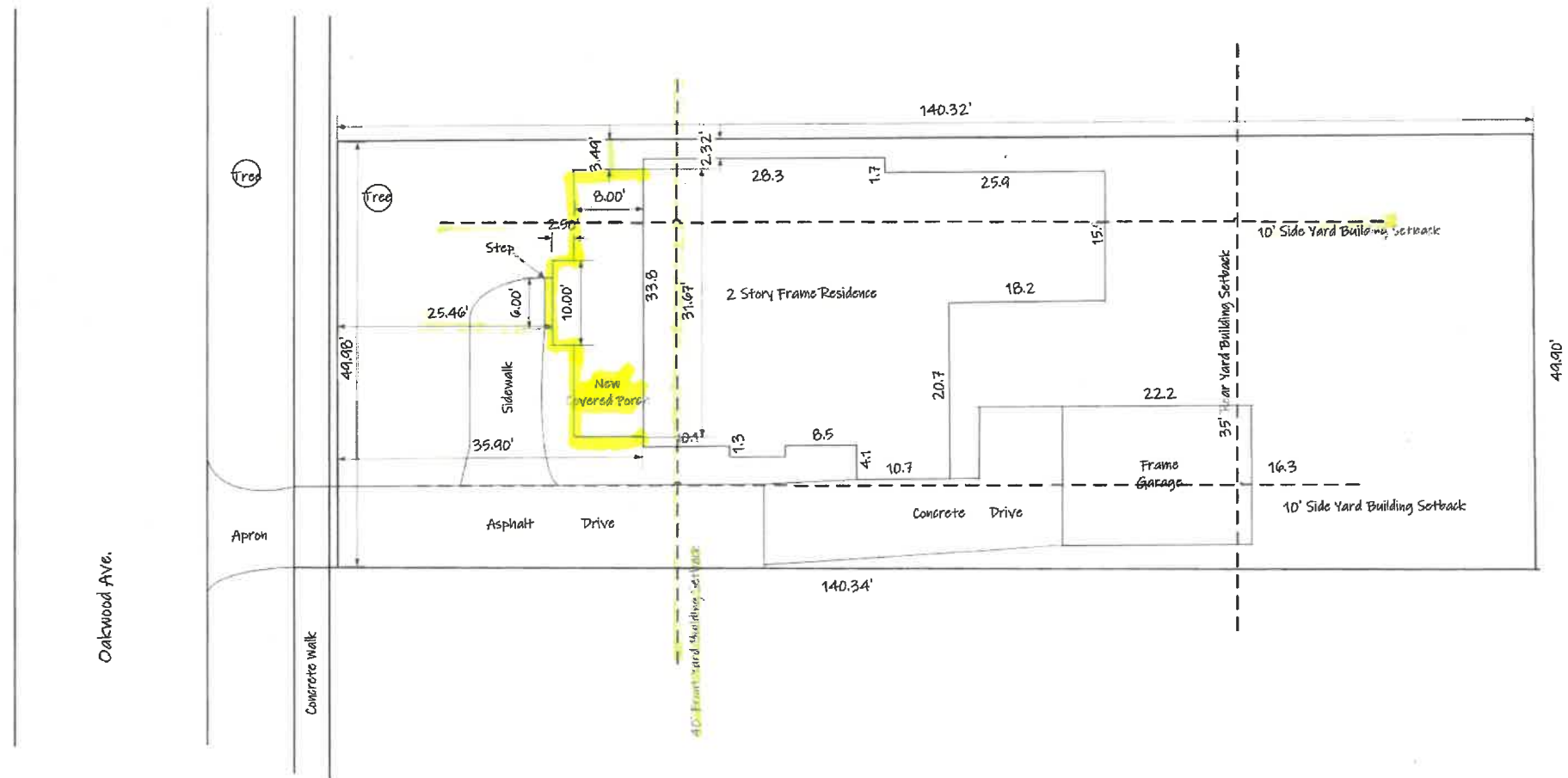
ATTEST:

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

GROUP EXHIBIT B

The Plans

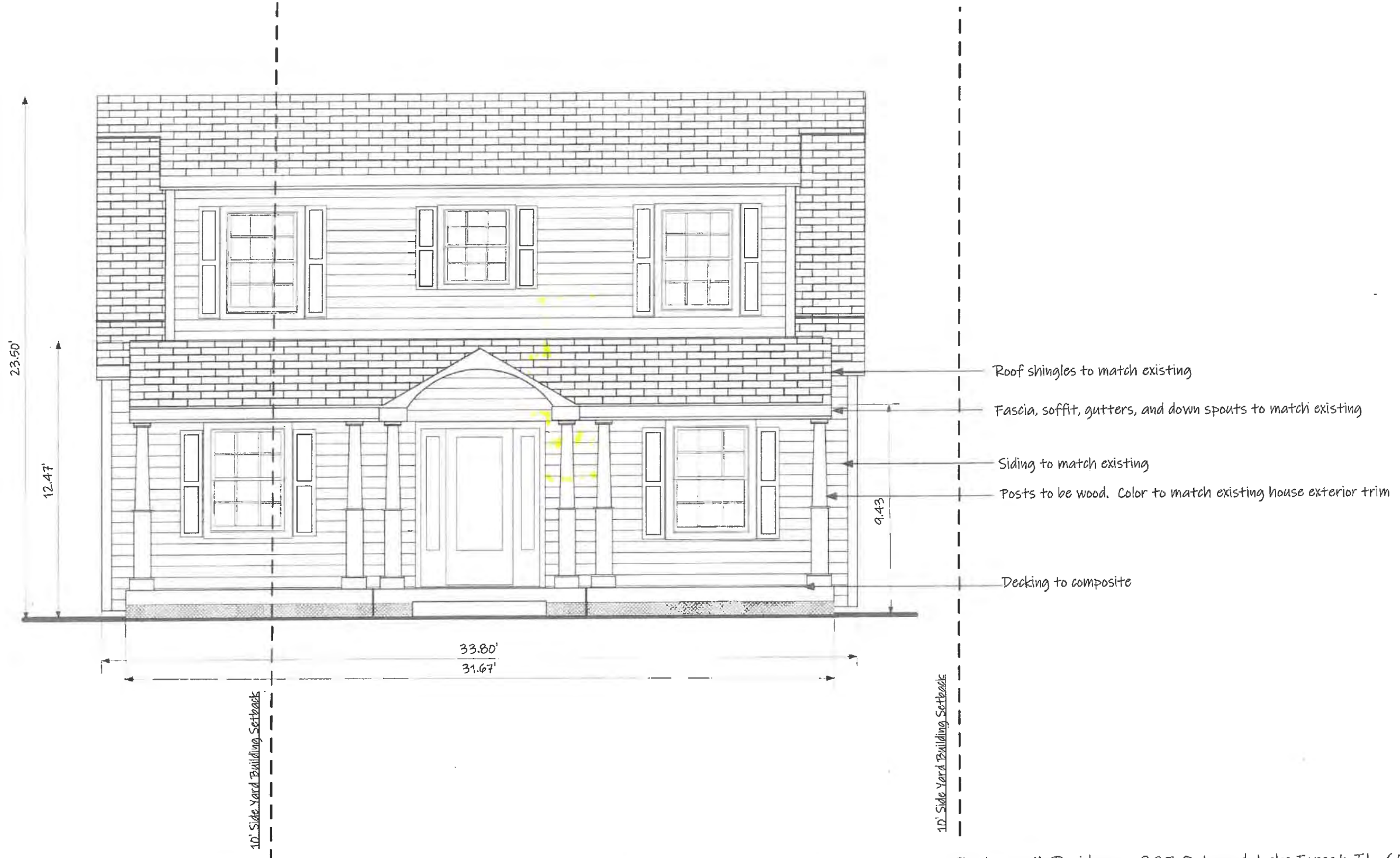
PROPOSED SITE PLAN



**GROUP EXHIBIT B**

**The Plans**

**PROPOSED WEST ELEVATION**



Front - Proposed

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Single Family Residence - 827 Oakwood, Lake Forest, IL 60045

Scale: 1/4" = 1'

Prueitt Construction, LLC

**GROUP EXHIBIT B**

**The Plans**

**PROPOSED SOUTH ELEVATION**



Side - Proposed

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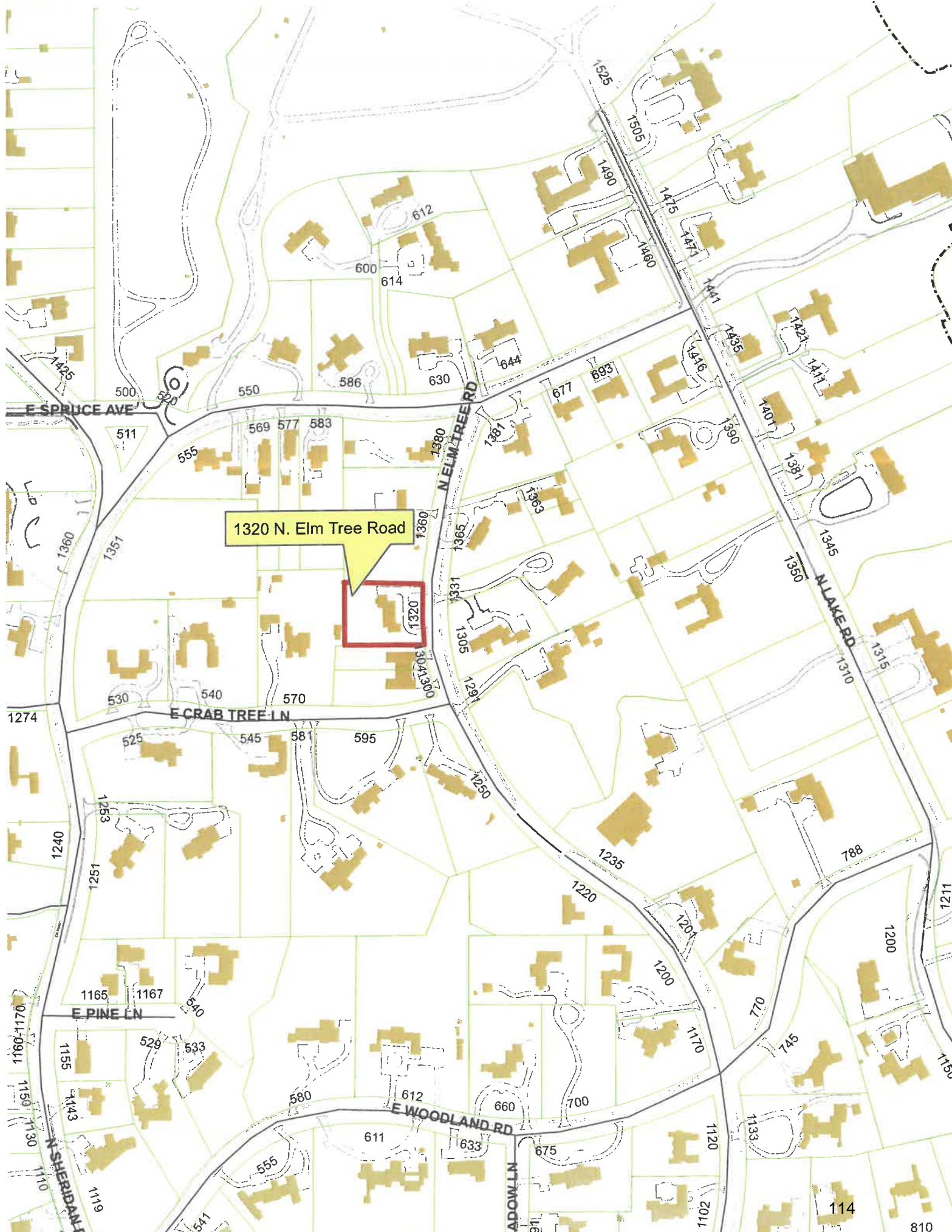
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Single Family Residence - 827 Oakwood Lake Forest IL 60045

Scale: 1/4" = 1'

Pruett Construction, LLC

1320 N. Elm Tree Road



**THE CITY OF LAKE FOREST**

**ORDINANCE NO. 2025-\_\_\_**

**AN ORDINANCE GRANTING A VARIANCE FROM THE REAR YARD SETBACK FOR  
PROPERTY LOCATED AT 1320 ELM TREE ROAD**

**WHEREAS**, Chicago Title Land Trust 9002345942, Heather Vanmeulen, ("**Owner**") is the owner of that certain real property commonly known as 1320 Elm Tree 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 Owner desires to add a rear addition ("**Improvements**") as depicted on the site plan attached hereto as Group Exhibit B ("**Plans**"); and

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

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

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

1. The encroachment of the proposed addition into the rear yard setback will not alter the essential character of the property, the streetscape, or the neighborhood. Views of the addition from off of the site are screened by existing and proposed vegetation.
2. The basis on which the variance is requested are generally unique to this project and this property. The variance is requested to allow an indoor/outdoor fireplace as part of the addition. The fireplace as proposed, encroaches into the required setback however, a free standing outdoor fireplace, not attached to the house, is permitted and could be visually more impactful to neighboring properties.
3. The difficulty or hardship results from creation of the lot prior to the application of the R-4 zoning district to the property and the surrounding area and prior to the applicability of the R-4 zoning setbacks.

4. The variance and the resulting addition will not impair light or ventilation to adjacent properties, increase congestion, or endanger public safety.

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 Owner's 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 Variances Granted.** Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow an addition to be constructed no closer than 47 feet 2 inches 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 Owner 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 Owner shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owner shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

**SECTION FIVE: Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if the Owner has not (i) executed and (ii) thereafter filed with the City Clerk, within 90 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit 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 \_\_\_\_\_, 2025.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2025.

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Mayor

ATTEST:

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City Clerk



GROUP EXHIBIT B

ENLARGED SITE PLAN

The Plans

- SF for Outdoor fireplace
- SF for Wall Encroachment & chimney thickness (if no outdoor fire box)

