

**THE CITY OF LAKE FOREST
CITY COUNCIL AGENDA**
Monday, March 16, 2026
220 E. Deerpath
Lake Forest, IL 60045

CALL TO ORDER AND ROLL CALL

6:30 pm.

Honorable Mayor, Stanford R. Tack

Nancy Novit, Alderman First Ward

Alice LeVert, Alderman Third Ward

Peter Clemens, Alderman First Ward

Nick Bothfeld, 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. Lake Forest Day Proclamation, The American Legion "Salutes the 250th Anniversary of the United States of America!"**

A copy of the Proclamation can be found on **page 19**

2. COMMENTS BY CITY MANAGER

3. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL

4. COMMITTEE REPORTS

PARKS & RECREATION SUBCOMMITTEE

- 1. Approval of (1) a Beach Concessions Management Agreement with the Cotton Duck LLC as the Recommended Vendor for the Forest Park Beach Concessions Operation; and (2) Approval of an Ordinance Amending the City Code Regarding the Class K Liquor License for Forest Park Beach.**

PRESENTED BY: Mike Wick, Director of Parks & Recreation (847-810-3942)

STAFF CONTACTS: *Jason Busdeker, Program Manager, Parks and Recreation Department (847-810-3942) and Margaret Boyer, City Clerk (847-810-3674)*

PURPOSE AND ACTION REQUESTED: The Parks & Recreation Subcommittee and staff request the approval of a Beach Concessions Management Agreement with The Cotton Duck LLC as the

vendor operator for the Forest Park Beach Concession Stand for the 2026 season. Additionally, staff is requesting approval of an ordinance amending (1) section 97.068 and 111.004 of the City Code to clarify that beer, wine, and spirits may be sold under a Class K liquor license; and (2) amending section 111.037 of the City Code to allow for the issuance of a Class K liquor license at Forest Park Beach.

A copy of the proposed ordinance and agreement can be found beginning on **page 20**.

BACKGROUND/DISCUSSION: At the City Council meeting on December 1, 2025, the Council discussed the opportunity to elevate concessions services at Forest Park Beach. Council expressed interest in expanding offerings and improving the overall experience for residents and visitors at the beach. City Council directed staff to formulate a request for proposals (RFP) and solicit interested vendors to operate the concessions at Forest Park Beach for the upcoming beach season. The RFP was released on January 30, 2026, with submissions due on February 13, 2026. An internal interview committee reviewed proposals and conducted vendor interviews on February 18, 2026.

Vendors were evaluated based on several factors, including overall approach and understanding, local experience, qualification of the firm and team members, and results achieved with similar services. After a highly competitive interview process, The Cotton Duck LLC was presented as the recommended vendor and discussed at the Parks and Recreation Subcommittee meeting on February 25, 2026.

The Cotton Duck LLC brings strong local connections and a proven track record of successful hospitality operations. The team operates several well-known local establishments, including The Peanut Gallery, Lucky Duck, and the Revelry Food and Wine Festival, and has established a reputation for delivering high-quality food, efficient service, and engaging guest experiences.

In addition to its local roots and brand recognition, The Cotton Duck emphasizes operational stability and customer-focused service. Their proposal includes flexible, data-driven operating hours designed to better match peak beach usage, helping ensure that concessions are open when residents are most likely to enjoy them.

The vendor also demonstrated a commitment to creating an inviting beach environment through creative enhancements and occasional special events that complement the lakefront experience. At the same time, they emphasized maintaining an affordable pricing philosophy so that concessions remain accessible to all families and beachgoers.

Together, these elements position The Cotton Duck to deliver an upgraded concessions experience that supports the City's goal of enhancing amenities at Forest Park Beach while maintaining a welcoming and community-oriented atmosphere.

Additionally, enhancing beach concessions aligns with the Recreation and Community Well-Being priority in the City's 2025-2030 Strategic Plan, specifically the objective to identify opportunities to enhance recreation facilities to better serve the needs and interests of residents.

Request for Proposal Submitted	Interviewed
The Cotton Duck LLC	Yes
Duffer's on the Rocks	Yes
Grayson Management Services, Inc.	Yes
Left Bank Hot Dogs	Yes
LF Juice Shop	Yes
Rosati's Pizza	Yes

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Parks and Recreation Subcommittee	2/25/26	Recommendation shared and reviewed

BUDGET/FISCAL IMPACT: Per the terms of the lease agreement, the vendor will rent the concessions stand for a nominal fee of \$10 per month.

COUNCIL ACTION: Approval of (1) a Beach Concessions Management Agreement with the Cotton Duck LLC as the Recommended Vendor for the Forest Park Beach Concessions Operation; and (2) Approval of an Ordinance Amending the City Code Regarding the Class K Liquor License for Forest Park Beach.

PUBLIC WORKS COMMITTEE

1. Overview Map for Public Works Omnibus items # 4, #5, and #6
-Byron Kutz, Superintendent of Engineering

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION
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1. Approval of Monday, March 2, 2026, City Council Meeting Minutes

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

COUNCIL ACTION: Approval of the Monday, March 2, 2026 City Council Meeting Minutes



2. Consideration of an Ordinance Prohibiting the Use of Coal Tar Sealant Products in the City of Lake Forest (Final Reading)

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

PURPOSE AND ACTION REQUESTED: The Environmental Sustainability Committee requests consideration of an ordinance amending Chapter 95 of the City Code to prohibit the use of coal tar sealant in the City.

BACKGROUND/DISCUSSION: In fall 2025, members of City Council completed a Sustainability Survey to set the priorities for the Environmental Sustainability Committee’s work for the upcoming year. Through that survey, coal tar sealant emerged as the highest priority issue for ESC to consider.

Coal tar sealant is a thick, black substance applied to asphalt pavement surfaces to brighten and protect them. Coal tar sealant contains toxic compounds known as polycyclic aromatic hydrocarbons (PAHs) which have been classified as a known human carcinogen. As the sealant erodes over time, it can cause damage to plants, lawns, ravines, and downstream water quality. Alternatives such as asphalt-based sealants are more environmentally friendly, and PAH levels in asphalt products can be up to 1,000 times lower than coal tar sealants.

Numerous municipalities in the area have established coal tar sealant prohibitions. These municipalities include Deerfield, Highland Park, Wilmette, Winnetka, Vernon Hills, Evanston, Riverwoods, and Cook County.

Staff contacted 10 sealant companies that provide services in Lake Forest. 8 out of 10 companies no longer offer coal tar sealant due to the number of municipalities who regulate against its use.

The final ordinance prohibits the application of coal tar sealant on public and private property within the City of Lake Forest. As drafted, the responsible party is the individual applying the product.

An ordinance amending the City Code, adding new subsection 95.196 titled “Coal Tar Sealant Prohibition” can be found on **page 41**.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	3/2/26	Granted first reading.
Environmental Sustainability Committee	2/17/26	Unanimous vote to recommend draft ordinance to City Council.
Environmental Sustainability Committee	1/20/26	Review of draft ordinance and direction to staff to modify draft.
Environmental Sustainability Committee	11/14/25	Review of Council Survey and direction to staff to begin drafting ordinance.

COUNCIL ACTION: Grant final reading of an Ordinance amending the City Code to add new subsection 95.196 titled “Coal Tar Sealant Prohibition” to prohibit the use of coal tar sealant products within the City.



3. Annual Vendor Approval for FY2027

STAFF CONTACT: Katie Skibbe, Finance Director (847-810-3612)

PURPOSE AND ACTION REQUESTED: Staff requests approval of the vendors included in the packet for FY2027 on **page 44**.

BACKGROUND/DISCUSSION: Section 38.37 of the City Code sets forth the authority to approve other purchases and contracts. On June 15, 2020, the City Council approved revisions to Chapter 38 of the City Code to increase the Council approval threshold from \$20,000 to \$25,000 effective May 1, 2020.

Section 38.37(A) provides that contracts with vendors or other providers delivering supplies or services on an unspecified but ongoing basis in annual amounts anticipated to exceed \$25,000 shall be presented to the City Council for consideration as part of the review and approval of the City budget. City staff is seeking approval of FY27 vendors at this time to allow City operating departments to begin entering FY27 purchase orders on March 31. It should be noted that payment for FY27 goods/services will not begin until May 1.

The attached list identifies the vendors requested for approval for FY2027, with an indication of their approvals for FY2024-FY2026, if applicable. The City Council will continue to approve any single purchase over \$25,000 as specified in Chapter 38 of the City Code.

BUDGET/FISCAL IMPACT: Approval of the attached vendor list does not have an immediate fiscal impact. The amounts designated for each vendor for FY2027 have been included in the annual budget.

COUNCIL ACTION: Approval of the attached list of vendors for Fiscal Year 2027.



4. Consideration of a Request to Waive the Fidelity Bond Requirement in Connection with Holding the Raffles in the City of Lake Forest for McKinlock American Legion Post 264 (Approval by Motion)

STAFF CONTACT: Margaret Boyer, City Clerk (847.810.3674)

PURPOSE AND ACTION REQUESTED: Staff requests City Council consideration of waiving the fidelity bond requirement in connection with a proposed raffle from the McKinlock American Legion Post 264.

BACKGROUND: In January 2020 the City Council approved an Ordinance Amending Chapter 110, titled "Licenses and Miscellaneous" related to Raffles, to align these sections with recent State of Illinois Legislation. Section 110.0149, J, allows the raffle manager designated by the organization to seek a waiver of the bond requirement from the City Council.

At this time the McKinlock American Legion Post 264 is requesting a waiver of the bond requirement and has submitted a request. A copy of the request can be found beginning on **page 45**

BUDGET/FISCAL IMPACT: N/A

COUNCIL ACTION: Consideration of a Request to Waive the Fidelity Bond Requirement in Connection with Holding a Raffle in the City of Lake Forest for the McKinlock American Legion Post 264 (Approval by Motion).



- 5. Award the Low Bid for the Green Bay Watermain Replacement and Valve Repairs Project to DiMeo Brothers., Inc., and Authorize the City Manager to Execute an Agreement in the Amount of \$1,214,850 and a Contingency in the Amount of \$55,150 for a Total Project Cost of \$1,270,000**

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

PURPOSE AND ACTION REQUESTED: The Public Works Committee and staff request City Council approval of an agreement with DiMeo Brothers for the Green Bay Watermain Replacement and the Valve Repairs Project in the Amount of \$1,214,850 and a Contingency in the Amount of \$55,150 for a total cost of \$1,270,000.

BACKGROUND/DISCUSSION: This watermain project on Green Bay from Linden to Greenwood was identified by operations staff due to the frequency of watermain breaks, which cause disruptions to the neighborhood and are time-intensive for crews. The watermain is from the 1920s and is past its useful service life. The existing pipe is 10" and is being replaced in kind with updated materials, which will lessen the risk of future main breaks and reduce demands on Water & Sewer staff and the operating budget. Also included in this project are repairs to 11 valves throughout the City. Bidding and awarding projects of this similar work-type together provides economies of scale.

Each year, as part of the City's Capital Improvement Program, staff evaluates the condition of existing watermain infrastructure in terms of age, capacity, watermain breaks, and other capital improvement projects scheduled on that street. Based on these factors, staff develops a schedule to replace the City's water distribution system at an optimum functional level.

Valves are a crucial component of the City's water distribution system. When water main breaks occur, Water & Sewer Section staff will close water main valves to isolate the break. The valve repairs are identified during the City's annual valve turning program. The project includes replacement of 11 other valves throughout the City

Work is currently planned to begin in the summer after June 8 with completion prior to August 10. The Green Bay main will be primarily directionally-bored which reduces traffic impacts and minimizes restoration. Valve work at the other various locations would generally take place following the completion of the mainline replacement work.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	3/2/2026	Reviewed & Recommended City Council Approval
Finance Committee	11/10/2025	Included with FY27 Capital Plan

BUDGET/FISCAL IMPACT: The project was placed out to bid in mid-February with a subsequent bid opening on February 26, 2026. Nine contractors picked up plans, with a total of nine bids received. City engineering staff will oversee the contractor and work with the Communications Director to ensure progress updates are provided weekly to the public.

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

The following is a summary of the nine bids received:

Company Name	Bid Amount
DiMeo Brothers., Inc.,	\$1,214,850
D'Land Construction, LLC	\$1,244,412
C.Szabo Contracting Inc.	\$1,263,693
Berger Excavating Contractors, Inc.	\$1,374,191
Campanella & Sons, Inc.	\$1,456,929.
Archon Construction Co Inc	\$1,624,105
Bolder Contractors	\$1,722,699
Joel Kennedy Constructing Corp	\$1,786,228
Swallow Construction	\$1,868,981

The low responsible bidder, DiMeo Brothers., Inc., has previously performed large underground projects for the City including the Burr Oak Storm Sewer Project and the City's Ahwahnee Storm Sewer Project. Their work is deemed satisfactory to City staff.

This project is funded by the FY2027 Water Fund in the amount of \$1,200,000 as well \$70,000 for Valve Repairs.

Below is an estimated summary of the project budget:

FY 2027 Funding Source	Amount Budgeted	Amount Requested	Budgeted Y/N
Water Capital Fund 508-3703-477.77-07	\$1,270,00	\$1,270,00	Y

COUNCIL ACTION: Award the Low Bid for the Green Bay Watermain Replacement and Valve Repairs Project to DiMeo Brothers., Inc., and Authorize the City Manager to Execute an Agreement in the Amount of \$1,214,850 and a Contingency in the Amount of \$55,150 for a Total Project Cost of \$1,270,00



6. Approval of a Third-Year Renewal with Schroeder & Schroeder, Inc., for the 2026 Concrete Streets, Curb, and Sidewalk Replacement Project, and Authorize the City Manager to Execute an Agreement in the Amount Not to Exceed \$310,000

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

PURPOSE AND ACTION REQUESTED: The Public Works Committee and staff request City Council approval of the Annual Concrete Street, Curb, and Sidewalk Project with Schroeder & Schroeder, Inc.

BACKGROUND/DISCUSSION: This project is a combination of the sidewalk/curb replacement program, and the concrete streets repair program. The sidewalk replacement program is an annual program that replaces hazardous and deteriorated sections of sidewalk, and curb and gutter. The concrete streets repair program is an annual program that replaces damaged and deteriorated sections of concrete road pavement.

Based on the concrete streets survey, the City Sidewalk Survey, and requests for replacement of concrete sidewalk and curb from residents and businesses, the Engineering staff prioritizes the locations on an annual basis for replacement based on the severity of their condition.

City staff have previously briefed the City Council on Municipal Partnership Initiative (MPI), a program that takes advantage of economies of scale by securing low bid prices among neighboring municipalities who bid similar projects each year. This year, the City joined forces with Lake Bluff, Glenview, Kenilworth, Northfield, and Lincolnwood for the 2026 Concrete Curb and Sidewalk Replacement Project.

This Contract may be renewed for up to three total additional and consecutive one-year terms, upon the mutual written consent of the City and Contractor. This is the last renewal.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	3/2/2026	Reviewed & Recommended City Council Approval
Finance Committee	11/10/2025	Included with FY '27 Capital Plan
City Council	5/15/2023	Approval of Original Contract Which Included Three Total Additional and Consecutive One-Year Renewals

BUDGET/FISCAL IMPACT: If approved, this will be the 3rd of 3 options years on this contract. The 2026 contract unit prices will increase 3% over last year per the terms of the original 2023 contract. Work on the project is expected to begin in early summer and be completed by early August prior to school resuming.

The City's Engineering staff will provide oversight through daily inspections.

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

Below is an estimated summary of project budget by funding source:

FY 2027 Funding Source	Amount Budgeted	Amount Requested	Budgeted Y/N
Operating Fund (Walks/Curbs) 101-5103-467.67-12	\$285,000	\$285,000	Y
Capital Fund (Streets) 311-3703-467.67-41	\$25,000	\$25,000	Y

COUNCIL ACTION: Approval of a Third-Year Renewal with Schroeder & Schroeder, Inc., for the 2026 Concrete Streets, Curb, and Sidewalk Replacement Project, and Authorize the City Manager to Execute an Agreement in the Amount Not to Exceed \$310,000



7. Award of the Low Bid for the 2026 Patching & Resurfacing Project to Peter Baker & Son Co., and Authorize the City Manager to Execute an Agreement in the Amount Not to Exceed \$1,580,000

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

PURPOSE AND ACTION REQUESTED: The Public Works Committee and staff request City Council approval of the Lake Forest share of the Joint 2026 Annual Patching & Resurfacing to Peter Baker in the not to exceed amount of \$1,580,000.

BACKGROUND/DISCUSSION: Each year engineering staff develops the resurfacing program based on visual inspections, pavement testing, and input from Staff and Council. The results culminate into an annual pavement rehabilitation program identifying the streets to be resurfaced each year.

City staff has previously briefed the City Council on Municipal Partnership Initiative (MPI), a program that takes advantage of economies of scale by securing low bid prices among neighboring municipalities that bid similar projects each year. This year, the City joined forces again with Lake Bluff to have a joint bid for the Annual Street Resurfacing & Asphalt Patching Program.

In 2026, the City plans to resurface approximately 2.7 center-lane miles of streets and 3,200 square-yard of patches. The streets to be resurfaced are:

Street	From	To
Deerpath Rd	West end	Waukegan Rd
Ryan Rd	Western	Washington
N Meadowood	Inverlieth	W Ash Lawn

Glenwood	Timber	Beverly
N Fletcher Circle	W Inverlieth	N End
N Greenvale	W Ash Lawn Dr	Deerpath Rd
W Inverlieth Rd	West end	N Waukegan Rd
N Lexington	W Concord Dr	Deerpath Rd
N Exeter Pl	Deerpath Rd	W Inverlieth Rd
N Hathaway	North end	W Inverlieth Rd

Upon approval of the contract, Lake Forest and Lake Bluff will meet with the contractor separately to obtain tentative schedules for each community. The schedule this year for Lake Forest is work starting any time after May 4 with final completion prior to August 7.

Upon confirming the start date of the project, a letter will be sent to residents and businesses within the limits of the project two weeks prior to start of construction. The City’s website, under “Construction Updates”, will also provide details on the construction schedule.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	3/2/2026	Reviewed & Recommended City Council Approval
City Council	1/20/2026	Approved an MFT resolution
Finance Committee	11/10/2025	Included with FY '27 Capital Plan

BUDGET/FISCAL IMPACT: The project was placed out to bid in mid-February with a subsequent bid opening on February 26, 2026. Three contractors picked up plans, with a total of three bids received. The bid prices consist of bid quantities that are to be completed by both municipalities, Lake Forest, and Lake Bluff as part of their respective resurfacing and patching programs. City engineering staff will oversee the contractor in Lake Forest, and work with the Communications Director to ensure progress updates are provided weekly to the public. MFT funds will be utilized for the resurfacing while local capital funds will be utilized for street patching and Cemetery patching.

The Department of Transportation allocates these monies according to the provisions outlined in the MFT fund distribution statute, 35 ILCS 505/8 and initiates the process for distribution of motor fuel tax to the counties, townships, and municipalities. Each month a warrant is issued to each municipal treasurer in the amount of the municipality’s share of Motor Fuel Tax Fund collected for the preceding month. Monthly distributions are posted on the department’s website.

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

The following is a summary of the three bids received (Combined amount for Lake Forest and Lake Bluff):

Company Name	Bid Amount
Peter Baker & Son Co.	\$2,103,748
Schroeder Asphalt Services, Inc.	\$2,123,468
Everlast Blacktop Inc	\$2,441,215

The low bidder, Peter Baker & Son Co., has performed a lot of work in Lake Forest over the years and their work is deemed satisfactory to City staff. Staff recommends awarding the Lake Forest contract at the full budgeted amount of \$1,580,000. This is a unit-price contract in which the contractor is only paid for the actual quantity of work performed.

Below is an estimated summary of the project budget:

FY 2027 Funding Source	As-Bid Amount	Total Amount Budgeted	Amount Requested	Budgeted Y/N
Motor Fuel Tax Fund 202-3703-439.76-72	\$1,274,001	\$1,500,000	\$1,500,000	Y
Capital Fund (Patching) 311-3703-467.67-32	\$24,700	\$30,000	\$30,000	Y
Cemetery (Patching) 230-6407-476.76-20	\$54,474	\$50,000	\$50,000	Y

COUNCIL ACTION: Award of the Low Bid for the 2026 Patching & Resurfacing Project to Peter Baker & Son Co., and Authorize the City Manager to Execute an Agreement in the Amount Not to Exceed \$1,580,000



8. Consideration of Ordinances Approving Recommendations from the Building Review Board for 163 Washington Road and 290 Majestic Oak Court. (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

163 Washington Road - The Board recommended approval of a new single family residence, detached garage, hardscape and a conceptual landscape plan on the site of a previous demolition. No public testimony was presented on this petition. (Approved 7 to 0)

290 Majestic Oak Court – The Board recommended approval of a new single family residence, attached garage, hardscape and a conceptual landscape plan on a vacant parcel. Public testimony was presented by one neighbor at the initial public hearing about the compatibility of the proposed residence with the surrounding area. The Board found that the plans as revised achieve greater compatibility with the style and scale of other homes in the neighborhood. No public testimony was presented on the final plans.

(Approved 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 46**. 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 163 Washington Road and 290 Majestic Oak Court in accordance with the Building Review Board’s recommendations.



9. Consideration of an Ordinance Approving a Recommendation from the Historic Preservation Commission in Support of a Building Scale Variance for an Infill Addition at 161 N. Sheridan Road. (First Reading and if Desired by the City Council, Final Approval)

*STAFF CONTACT: Susan Thomas,
Assistant Director of Community Development (810-3505)*

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

BACKGROUND: 161 N. Sheridan Road – The Commission recommended approval of an Ordinance granting a building scale variance for an infill addition. The Historic Preservation Commission has final authority over design related decisions however City Council action is required when a variance is requested. Public testimony was presented by the Lake Forest Preservation Foundation in support of the petition. (Approved - 6 to 0)

An Ordinance approving a building scale variance for 161 N. Sheridan Road with key exhibits attached is included in the Council packet beginning on **page 65**. 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 granting a building scale variance for an infill addition at 161 N. Sheridan Road as recommended by the Historic Preservation Commission.



10. Consideration of an Ordinance Approving a Recommendation from the Zoning Board of Appeals for 284 Granby Road. (First Reading, and if Desired by the City Council, Final Approval)

STAFF CONTACT: *Susan Thomas,*
Assistant Director of Community Development (810-3505)

PURPOSE AND ACTION REQUESTED: The following recommendation from the Zoning Board of Appeals is presented to the City Council for consideration as part of the Omnibus Agenda along with the associated Ordinance.

BACKGROUND

284 Granby Road – The Zoning Board of Appeals recommended approval of an Ordinance granting variances to allow additions and alterations to an existing nonconforming residence including an open front porch, minor expansion of the first floor living space, and second floor dormers. A variance is also requested to allow replacement of the existing nonconforming, detached garage with a similarly sited garage. There was no public testimony presented on this petition. (Board vote: 4-0, approved)

The Ordinance approving variances as recommended by the Zoning Board of Appeals, with key exhibits attached, is included in the Council packet beginning on **page 74**. The Ordinance, complete with all exhibits, is available for review in the Community Development Department.

COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading and grant final approval of the Ordinance approving variances from the front and corner side yard setbacks and the lot coverage limitation for 284 Granby Road in accordance with the Zoning Board of Appeals' recommendation.

COUNCIL ACTION: Approve the ten (10) omnibus items as presented

6. OLD BUSINESS



- 1. Consideration of an Ordinance Approving Construction of a Telecommunications Tower at the City's Compost Center, 1381 Kennedy Road (Route 60), and the Associated Ground Lease with Tower North Development, LLC and Authorize the City Manager to Execute all related documents subject to final approval by the City Attorney. (Waive First Reading and Grant Final Approval)**

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

PURPOSE AND ACTION REQUESTED: To further the City's goal of improving wireless service throughout the community, Council approval of a lease with Tower North Development, LLC is requested.

BACKGROUND/DISCUSSION:

In November 2025, the City Council directed staff and the City Attorney to negotiate a lease with TowerNorth Development, LLC ("**TowerNorth**") for the construction, operation, and management of

a telecommunications tower at the City's Compost Center. TowerNorth was the successful bidder in response to a Request for Proposals issued by the City last fall. Attorneys for the City and TowerNorth have prepared a lease substantially based on similar leases between other municipalities and tower building companies.

In summary, the lease provides for:

- Construction of a monopole tower up to 160' in height with externally mounted antenna arrays to accommodate at least three major wireless service providers.
- Leasing of a 75' by 75' area located to the southeast of the City's elevated water tank for the monopole and related ground equipment.
- Access easements through the Compost Center site to reach the lease area.
- Ownership, maintenance, operation, and management of the monopole and all related equipment and the subleases with wireless carriers by TowerNorth.
- Expedient review of plans submitted for permit by TowerNorth to the City.
- Restoration of any disturbed areas outside of the leased area after construction is completed.
- Opportunity for the City to locate equipment on the monopole as may be needed for City use, at no cost, subject to mutual agreement on location.
- An initial five year term commencing on the date construction begins and nine additional five year terms unless terminated with six months' notice.
- TowerNorth to diligently pursue all necessary approvals from outside agencies upon execution of the lease to allow for construction of the tower. Periodic reports to the City on progress toward said approvals is required.
- An initial payment to the City of \$25,000 within 30 days of the effective date of the lease and a subsequent payment of \$100,000 within 30 days of the start of construction.
- Recurring rent paid by TowerNorth to the City in an amount equal to the greater of \$500.00 per month or 30% of the recurring rent and other fees paid to TowerNorth by all subtenants on the tower.
- A surety bond in the amount of \$25,000 to be posted by TowerNorth with the City at least 15 days prior to the termination of the lease to ensure complete removal of the tower and related equipment down to three feet below grade, and restoration of the site.
- Payment by TowerNorth of any taxes demonstrated by the City to be attributed to installation, maintenance, and operation of the lessee's equipment.
- Indemnification and insurance requirements as determined to be appropriate by the City Attorney to protect the City.
- Installation of a separate electric meter or submeter at the tower with associated costs for installation and ongoing service paid by TowerNorth.

Timeline

TowerNorth anticipates completion of construction of the tower by the end of this calendar year. Site design, surveying, and planning for utility work are underway. It is important to note that before construction can begin, authorization from several Federal agencies is required. Although TowerNorth is experienced in obtaining these approvals, timeframes are not guaranteed. The lease allows for up to 18 months for these approvals.

Buildout of antennas and ground equipment by wireless carriers, subtenants, is anticipated throughout 2027. Verizon is not currently located at the Compost Center. Adding Verizon at the site will offer a significant service enhancement to the surrounding area. The buildout of the Verizon equipment will be the first priority immediately after the construction of the tower is completed.

The transfer of AT&T and T-Mobile equipment from the City's elevated water tank to the new monopole will follow later in 2027. The City's ongoing leases with these companies could offer some leverage in rental rate negotiations between TowerNorth and those companies.

Costs and Benefits to the City

The City receives significant revenue from the leases with AT&T and T-Mobile, approximately a combined \$200,000 annually. It is important to note that the current lease rates received by the City are not guaranteed in the future and in fact, the current terms of both of the leases expire in the next four years, one in 2028 and the other in 2030. Even prior to expiration of these leases, the City has been approached by one of the providers requesting renegotiation of the lease asserting that the lease rate is significantly out of market range. TowerNorth has confirmed that the City's current rental rates are not attainable in the current market. The City may have the opportunity for additional revenue if a new tower, or towers, are needed to enhance service in other areas of the community in the future.

As noted above, the City would receive 30% of all recurring rental or license fees paid by subtenants to TowerNorth. The market rate for initial leases ranges from \$2,500 - \$4,000 per month. Importantly, over time, these rental rates will escalate as each subtenant adds or swaps out equipment and based on ongoing annual adjustments provided for in the subtenant lease agreements.

Importantly, there is significant value to the City in removing the existing telecommunications facilities from the City's elevated water tank. Operationally, the removal of the cables that crowd the interior of the riser shaft which extends from the ground to support the tank, will allow more efficient and safer maintenance of the tower by City crews. Removal of the cables and the externally mounted antenna arrays will reduce stress on the tower overall and eliminate multiple penetrations into the structure. The entire tower requires refurbishment within the next five years. Relocating the existing telecommunication equipment from inside and outside the tower now will avoid the need to remove the equipment in preparation for this work and eliminate the need to reattach it after the repairs and repainting are completed. The elevated water tank is a critical piece of City infrastructure. Preserving and protecting it is important to ensure it continues to serve the community long into the future.

Looking Forward

As the Council is aware, the new telecommunications tower at the Compost Center is expected to enhance service in some areas of the community but it is not expected to achieve the community-wide service levels desired by the Mayor and City Council and expected by the community. Work is continuing with wireless service providers in an effort to enhance service levels through smaller scale upgrades and infill antennas in the short term, but it is expected that one or more additional towers will be needed in the future in order to achieve the service levels required to meet current and future needs of businesses, institutions, and residents of the community.

The Ordinance with the Lease attached as Exhibit A is included in the Council packet beginning on **page 84**.

COUNCIL ACTION: Waive first reading and grant final approval of an Ordinance approving tower construction at the City's Compost Center, 1381 Kennedy Road (Route 60), and a lease agreement with TowerNorth Development LLC and authorize the City Manager to execute all related documents subject to final approval by the City Attorney.

7. NEW BUSINESS

8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS

9. ADJOURNMENT

A copy of the Decision Making Parameters, along with a guide to icons focusing on the Priority Areas in the Strategic Plan, is included with this agenda, starting on the following page.



Office of the City Manager

March 11, 2026

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.

Priority Areas



FISCAL STEWARDSHIP

Implement an operating budget and capital improvement strategy that is balanced over the long-term.



INFRASTRUCTURE & CITY FACILITIES

Invest in and maintain infrastructure and facilities to ensure they are safe, reliable, and capable of meeting current and future needs of the community.



PUBLIC SAFETY

Ensure the safety and security of all residents by providing efficient and effective police, fire, and emergency services while promoting community-based crime prevention initiatives.



RECREATION AND COMMUNITY WELL-BEING

Promote a healthy and active community by providing diverse recreational opportunities, maintaining parks and open spaces, and supporting programs that enhance residents' quality of life.



COMMUNITY'S VISUAL CHARACTER AND DEVELOPMENT

Enhance the aesthetic appeal of Lake Forest by balancing preservation of historic buildings, distinct streetscapes and landscapes with being open to opportunities and new ideas.



BUSINESS & ECONOMIC VITALITY

Enhance the business community so that it remains economically viable, enticing to visit, and meets the needs of the community and visitors.



COMMUNITY ENGAGEMENT

Encourage active participation and communication between the City government and residents, fostering a sense of community and ensuring that voices are heard in the decision-making process.





PROCLAMATION

WHEREAS, the McKinlock Post 264 of the American Legion has undertaken to provide appropriate exercises and entertainment in celebration of LAKE FOREST DAY on WEDNESDAY, AUGUST 5, 2026, with a view to bringing together the people of our City in the furtherance of civic interest and advancement of community fellowship; and

WHEREAS, the McKinlock Post 264 of the American Legion honors Lake Forest residents, employees, neighbors and friends with "**Salutes the 250th Anniversary of the United States of America!**" as this year's Lake Forest Day theme.

NOW, THEREFORE, BE IT HEREBY PROCLAIMED that said LAKE FOREST DAY celebration is declared to be a City Fair and in pursuance thereof, Tuesday, August 4, 2026, and Wednesday, August 5, 2026, shall be observed as a holiday in The City of Lake Forest and our community is urged to forsake their ordinary pursuits and gather in West Park in a spirit of comradeship and good will in support of the ideals of our City.

Stanford R. Tack, Mayor

FOREST PARK BEACH CONCESSIONS MANAGEMENT AGREEMENT

THIS FOREST PARK BEACH CONCESSIONS MANAGEMENT AGREEMENT (“**Agreement**”) is made and entered into this ___ day of March, 2026, by and between the City of Lake Forest, an Illinois special charter municipality and home rule unit of local government (“**City**”), and The Cotton Duck, LLC, an Illinois limited liability company (“**Vendor**”). The City and Vendor may be referred to individually as “**Party**” and jointly as the “**Parties**.”

RECITALS

- A. The City owns the food and beverage concession stand facility located at Forest Park Beach, 801 N Lake Road, Lake Forest, Illinois (the “**Facility**”), as more fully described on Exhibit A.
- B. The City desires to allow Vendor to manage the food and beverage concessions (“**Concessions Services**”) at the Facility, and Vendor desires to so manage the Concessions Services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, terms and obligations stated herein, the City and Vendor agree as follows:

- 1. **Recitals**: The foregoing recitals are incorporated herein as substantive provisions of this Agreement.
- 2. **Concession Services**: The City hereby grants to Vendor, and Vendor hereby accepts and agrees to exercise, during the term of this Agreement, the non-exclusive right and privilege to sell and otherwise dispense all food and beverages from the Facility (the “**Concession Services**”) in accordance with (1) the City’s Request for Proposals for Forest Park Beach Concessions Services (the “**RFP**”), a copy of which is attached hereto as Exhibit B; (2), the Vendor’s Proposal in response to the RFP (“**Proposal**”) a copy of which is attached as Exhibit C; and (3) the terms and conditions of this Agreement. The Vendor represents it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform the Concession Services set forth in the Proposal in accordance with the standards of practice, care, and diligence practiced by recognized companies performing services of a similar nature in existence at the time of performance. The representations and certifications expressed are in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are reserved to the Library. In the event of a conflict, inconsistency, or ambiguity between the terms and conditions of this Agreement and the RFP or the Proposal, the terms and conditions of this Agreement will control. In the event of a conflict, inconsistency, or ambiguity between the terms and conditions of Exhibit B and Exhibit C, Exhibit B will control.

3. **Term of Agreement:** This Agreement shall commence on March _____ 2026, and shall terminate on December 31, 2026. The Parties may agree to renew this Agreement for additional one-year (1) extensions, upon the Parties' mutual written agreement.
4. **Facilities:** Vendor is hereby granted a license for non-exclusive access for the term of this Agreement to the Forest Park Beach Facility for the sole and limited purpose of providing the Concession Services under the terms and conditions of this Agreement.
5. **Concession Fee:** The Vendor will pay the City a lump sum concession fee of \$50.00. The Vendor will pay the entire concession fee to the City within sixty (60) days of the effective date of this Agreement.
6. **Revenue:** The Vendor will be entitled to retain all revenue derived from the Vendor's sale of concessions at the Facility. Vendor will be solely responsible for paying all applicable taxes on the revenue derived from Vendor's concession sales.
7. **Employees:** Vendor shall hire, promote, discharge, and supervise all employees performing services in and about the Facility. All of the employees of the Facility shall be employees of Vendor, and Vendor will be solely responsible for the compensation of Vendor's employees.
8. **Hours of Operation:** While this Agreement is in effect, Vendor agrees to be open for business providing concessions at the Facility as follows:
 - A. Seven (7) days a week from May 23, 2026, through September 7, 2026.
 - B. Daily hours of operation will be mutually agreed upon by the City and Vendor in writing
9. **Goods Sold and Pricing:** Vendor agrees that the City shall approve in advance all items to be sold from the Facility and the retail price to be charged for all such items, which will generally be consistent with the food items and prices contained in the Vendor's Proposal attached as Exhibit B. The City's approval shall not be unreasonably withheld. Vendor shall sell all foods, drinks, beverages, confections, and refreshments that are of first quality and conforming in all respects with federal, State, Lake County, and City laws, ordinances, and regulations. Vendor is responsible for purchasing and providing, the necessary and sufficient food, beverage, and other items sold and served by the Vendor as part of the Concessions Services. The cost of items to be sold and served as part of the Concessions services will be the sole responsibility of the Vendor. Vendor will be solely responsible for paying all applicable sales taxes for the Concessions Services.
10. **Termination:**

- A. Termination For Cause: This Agreement may be terminated by either Party at any time on thirty (30) days' notice to the other party for cause. For purposes of this Agreement, "cause" is defined as each and every violation or breach by either party of any material term, condition or provision of this Agreement. Upon receipt of such notice, the party receiving the notice shall have thirty (30) days from receipt of the notice to cure such violation or breach.
 - B. Termination by the City: The City may terminate this agreement for convenience and without cause, upon thirty (30) days prior written notice to Vendor.
 - C. Vendor's Obligations Upon Termination: Upon expiration or termination of this Agreement, Vendor shall quit and peacefully surrender the Facility to the City, and the City, upon or at such expiration or termination, may, without further notice, enter on and reenter the Facility and possess and repossess itself thereof by force, summary proceedings, ejectment, or otherwise and may dispossess Vendor and remove Vendor and all other persons and property from the Facility and may have, hold and enjoy the Facility and the right to receive all income of and from them.
11. **Indemnification**: Vendor shall defend, indemnify and hold City and City's elected officials, officers, directors, employees, agents, and representatives ("City Related Parties") harmless of and from all liability, loss, damage, cost, or expense (including, without limitation, reasonable attorneys' fees and expenses) caused in whole or in part by the negligent acts or omissions of Vendor (or its officers, directors, agents, employees, representatives, contractors and others for whom Vendor is responsible), any breach by Vendor of any of Vendor's covenants, representations, and warranties contained in this Agreement, or any other damages related to Vendor's occupancy of, presence on, management or use of the Facility or any structures thereon, including any labor or employment condition or situation related to employees hired by Vendor, to the fullest extent permitted by law, except to the extent such liabilities were caused by City's willful or criminal misconduct, negligence or fraud. Vendor's duty to defend, indemnify, and hold harmless City and the City Related Parties shall survive the expiration of the Term.
12. **Insurance**: During the Term, Vendor agrees to secure and maintain insurance as set forth below.
- A. Commercial General and Umbrella Liability Insurance. Concessionaire shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and

shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liquor operations (dram shop), and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The City shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to City.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

- B. Workers Compensation Insurance. Vendor shall maintain workers compensation as required by state and employers' liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If City has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required, the Vendor waives all rights against City and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Concession Services.

- C. Commercial Liquor Liability. Vendor will maintain insurance coverage for damages arising out of the selling, serving, or furnishing of any alcoholic beverage with a limit of \$1,000,000 per occurrence/\$2,000,000 aggregate limit or the minimum limits required by statute if higher.
- D. Business Auto Liability Insurance. If applicable, Concessionaire shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.
- E. Special Note. The limits of liability specified above can be satisfied through a combination of primary, umbrella, or excess liability policies, provided that the coverage under such umbrella or excess liability policies is at least as broad as the primary coverage.
- F. Additional Insured Status. All liability insurance coverage maintained by Vendor hereunder shall name the City as additional insured on a primary and non-contributory basis to the extent of the City's respective indemnification obligations under this Agreement and shall be maintained with insurance

companies rated at least A- by Best Key Rating Guide and shall be licensed to do business in Illinois. The Vendor shall deliver to the City certificates of such insurance evidencing the required policies and additional insured status. The Vendor shall not use the Facility in any way, or permit upon the Facility anything, that will invalidate any policy of insurance now or hereafter carried on the Facility or any building or structure thereon.

13. **Independent Contractor Status:** Vendor acts solely in the capacity of independent contractor for the City and not as an employee of the City. As a result of Vendor's independent contractor status, Vendor shall have exclusive control of its time (subject to the terms of this Agreement) and shall be responsible for the direct supervision of all of its employees, agents, or subcontractors. Vendor shall provide all workers' compensation and unemployment insurance, social security and other related benefits for its employees as required by law. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the City and Vendor. Except as otherwise expressly provided in this Agreement, neither Party shall become bound, with respect to third parties, by any representation, act or omission of the other Party.
14. **Compliance with Laws:** Vendor agrees to fully comply with all applicable Federal, State and Local laws and regulations, and with all agency rules and regulations applicable to the operation and use of the Facility, including but not limited to all applicable codes, laws ordinances, and regulations of the City of Lake Forest, Lake County, the State of Illinois, and the United States, including, but not limited to, health and sanitation (food and sanitation certificate holder), age, minimum wage, prevailing wage, workers compensation, drug-free workplace, sales tax, and equal employment opportunity laws. Vendor shall be responsible for all sales and real estate taxes arising as a result of any of Vendor activities pursuant to this Agreement. Vendor shall, at its sole cost and obligation, be responsible for obtaining all permits required to operate the Facility, including a permit from the Lake County Health Departments. Vendor shall be responsible for giving notice to the City of all inspection results from any governmental agency responsible for public welfare. Vendor will also be responsible for obtaining any necessary licenses and approvals from the City and the State of Illinois to serve alcohol at the Facility. The City will waive the City's liquor license fee for the Vendor.
15. **Facility Conditions, Cleanliness and Sanitation:** Vendor agrees to maintain the Facility, including but not limited to the concession stands, equipment, and related areas, in a clean, neat and orderly condition at all times. Vendor shall make no modifications to any of the Facility without the prior written approval of the City. Immediately upon termination of this Agreement for any reason, Vendor shall return the Facility and any equipment contained therein to the City in the same condition as received, ordinary wear and tear and/or City-approved improvements excepted.
16. **Equipment:** Vendor: a) has examined the buildings and equipment prior to the execution of this Agreement and finds them to be satisfactory; b) acknowledges that

no representation as to the condition or repair of any of the Facility has been made by the City, other than as expressly contained in this Agreement; and c) acknowledges that no agreement or promise to alter, repair or improve the concession buildings or Facility has been made by City. Vendor shall maintain the equipment, fixtures, machinery and any other personal property located thereon and therein in a clean, orderly, sanitary, pest free and safe condition. The City shall maintain and repair all structural and mechanical components of the buildings. At the termination of this Agreement for any reason, this equipment shall be retained by the City. Except as provided immediately above, title to all equipment provided by Vendor, except fixed equipment belonging to the City and listed on the schedule of equipment in the RFP, shall remain in the possession of Vendor and shall be removed by Vendor upon termination of this Agreement.

17. **Trash and Utilities:**

A. **Trash:** Vendor shall be responsible for the disposal of trash generated by its operation on and at the Facility, in accordance with all ordinances, laws, rules or regulations enacted by the City or any governmental body or agency related to the disposal of trash and refuse. The City will contract and /or perform the off-site disposal of refuse generated by Vendor.

B. **Utilities:** The City will pay electric, water, and gas costs for the operation of the Facilities.

18. **Grounds:** Vendor will keep an area immediately surrounding and adjacent to the Facility in all directions free and clear of all litter generated from Vendor operations. Vendor will inspect the grounds surrounding the Facility as set forth above a minimum of three (3) times per day every day Vendor is operating the Facility.

19. **Marketing and Communication:** The City and Vendor shall coordinate any efforts market, promote and advertise the Concessions. The City will have the right to market, promote and advertise the Facility and Concession Services, in any fashion that, in its sole discretion, determines to be in its best interests. Vendor marketing, promotions and advertising for the Facility and the Concession Services shall be subject to City review and prior written approval.

20. **Access; Inspection:** The City shall retain keys to the Facility and shall provide Vendor with duplicate keys thereto. Vendor shall not change the locks or cause the locks not to work. The foregoing access rights of the City are not intended to create and shall not be construed as creating or imposing any affirmative obligation on the part of the City to inspect, maintain or repair the facility, nor any liability on the part of the City for its failure to make any such inspections or repairs or to perform any maintenance function required otherwise to be performed by Vendor under this Agreement.

21. **Waiver**: Failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing and signed by both parties.
22. **Limitation on Damages**: In no event shall either party be liable for any indirect, special, incidental, consequential or punitive damages arising out of this Agreement or performance or non-performance hereunder (including, but not limited to, lost profits, lost business and loss of goodwill).
23. **Assumption of Risk**: Vendor fully and willfully assumes full responsibility for its decision to use, at its own risk, the Facility and to provide the Concession Services. Vendor understands, acknowledges and expressly agrees that the City will not be responsible for any loss or damage to any of Vendor's vehicles, equipment, or other personal property brought into the Facility or on to City property by fire, vandalism, theft, or any other cause, and Vendor hereby waives and releases any claims against the City for any such loss or damage. Vendor expressly acknowledges that the City will have no duty to provide any security for the Facility or to protect any of Vendor's vehicles or other personal property in the Facility or on City property.
24. **Severability**: The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.
25. **Authorized Signatures/ Effectiveness**: The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the City and the Agreement shall not be effective until fully executed and delivered to all parties.
26. **Entire Agreement and Amendments**: This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations, whether written or oral, and shall not be modified or amended except by written agreement duly executed by and delivered to all Parties.
27. **Notices**: All notices shall be in writing and shall be given by certified mail, return receipt requested, postage prepaid, to the parties at the respective addresses set forth below or at such other address(es) as the parties may formally designate, in writing, from time to time.

City

City of Lake Forest
 Attn: Jason Wicha, City Manager
 220 E. Deerpath
 Lake Forest, IL 60045

Vendor

The Cotton Duck, LLC
 Attn: Cecilia Lanyon & Dominic Zumpano
 202 E. Wisconsin Avenue
 Lake Forest, IL 60045

28. **Assignment**: This Agreement may not be assigned without the express written consent of the non-assigning party.
29. **Performance Reviews**: If the City determines, in its reasonable opinion, that the operations at the Facility are unsatisfactory, then Vendor agrees to meet at least once with the City within 24 hours of receipt of any oral or written notice from the City, to discuss Vendor performance. If the City determines in its reasonable opinion that operations are not consistent with appropriate standards of health, sanitation, safety, quality and reliability, the City may terminate the Agreement as set forth in Section 10.
30. **Time of the Essence**: Time is of the essence for all matters concerning this Agreement.
31. **Non-Discrimination**: In connection with performance of this Agreement, Vendor agrees not to discriminate against any employee, applicant for employment, customer or patron because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or compensation, and selection for training, including apprenticeship. Vendor further agrees to take affirmative steps to ensure Equal Employment Opportunities. Vendor agrees to post in conspicuous places, available for applicants for employment, notices setting forth the provisions of this paragraph.
32. **Jurisdiction**: This Agreement shall be governed by laws of the State of Illinois. Venue for all actions hereunder shall be Nineteenth Judicial Circuit, Lake County, Illinois. Any and all actions brought on behalf of Vendor under this agreement or the license granted hereunder shall be commenced within one year of conduct or actions giving rise to the action.
33. **Freedom of Information Act**: Vendor agrees to maintain all records and documents for projects of the City in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Vendor shall produce records which are responsive to a request received by the City under the Freedom of Information Act ("FOIA") so that the City may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Vendor shall so notify the City and if possible, the City shall request an extension so as to comply with the FOIA. In the event that the City is found to have not complied with the FOIA due to Vendor's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Vendor shall indemnify and hold the City harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized signatories.

CITY OF LAKE FOREST

THE COTTON DUCK, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

EXHIBIT A

Depiction of Facility

The term "**Facility**" shall mean the Forest Park Beach concession stand and serving areas and public eating areas including any improvements, structures, personal property, and real property located upon the same.

EXHIBIT B

RFP

EXHIBIT C

Vendor's Proposal

4916-3710-9651, v. 1

THE CITY OF LAKE FOREST

ORDINANCE NO. 2026-_____

**AN ORDINANCE AMENDING THE LAKE FOREST CITY CODE
REGARDING CLASS K LIQUOR LICENSES**

Adopted by the City Council
of the City of Lake Forest
this 16th day of March, 2026

Published in pamphlet form by direction
and authority of The City of Lake Forest
Lake County, Illinois
this 16th day of March, 2026

THE CITY OF LAKE FOREST

ORDINANCE NO. 2026 - _____

AN ORDINANCE AMENDING THE LAKE FOREST CITY CODE
REGARDING CLASS K 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**"); and

WHEREAS, Section 111.037(B) of the Liquor Code provides that, 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.

WHEREAS, due to the expiration of a previous Class K liquor license, the current number of Class K liquor licenses is zero (0); and

WHEREAS, the City desires to amend the City Code to modify the provisions relating to Class K liquor licenses, as set forth in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED 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 97.068. Section 97.068 of the City Code, entitled "Alcoholic Beverages," is hereby amended as follows (deletions in ~~strikethrough~~ and additions in **bold** and underline):

"§ 97.068 ALCOHOLIC BEVERAGES.

(A) It shall be unlawful for any person to have in his or her possession; or to consume, use, give away or sell any alcoholic beverages as defined in the ordinance of the city as follows:

(1) Anywhere in any city-owned park in the city with the exceptions of: (a) the area designated as the Deerpath Park Golf Course; and (b) the beach area (as defined in § 111.001), but only for **alcoholic liquors** ~~beer and wine~~ sold in an approved container provided by an authorized licensee pursuant to a valid Class K liquor license; and

(2) In all city public school grounds and areas.

(B) Nothing herein shall prohibit the possession, consumption, use, sale or giving away of alcoholic beverages from in any park or school area pursuant to and in conformance with a license duly issued under the provisions of Chapter 111 of the city code.”

SECTION THREE: Amendment to Section 111.004. Subsection (B) of Section 111.004 of the City Code, entitled “Drinking In Public Place,” is hereby amended as follows (deletions in ~~striketrough~~ and additions in **bold** and underline):

“§ 111.004 DRINKING IN PUBLIC PLACE.

(A) It shall be unlawful for any person to consume any alcoholic beverages of any type either:

(1) In any place of public accommodation or public place (other than licensed premises); or

(2) Upon any public street, alley or thoroughfare.

(B) Section 111.004(A) shall not apply to **alcoholic liquors** ~~beer and wine~~ sold in an approved container provided by an authorized licensee pursuant to a valid Class K liquor license and consumed in the beach area, as defined by § 111.001.

(C) It shall be unlawful for any licensee to permit any person to consume any alcoholic beverages of any type at any licensed premises unless such alcoholic beverages are either:

(1) Sold by such licensee pursuant to a license allowing sale of alcoholic beverages for consumption on such licensed premises; or

(2) Bring-your-own-beverages and the licensed premises has a Class I-1 license.”

SECTION FOUR: Amendment to Section 111.037. Section 111.037 of the City Code, entitled “Number of Licenses,” is hereby amended as follows (deletions in ~~striketrough~~ 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:

Class	Maximum Number of Licenses Authorized
A-1	8
A-2	7
A-3	No more than the total number of Class A-1 licenses issued by the city
A-4	0
B-1	1
C-1	12
C-2	11
C-3	18
C-4	1
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
H-1	0
H-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	1
I-3	As many as determined reasonable by the Commissioner
J	1
K	<u>01</u>

(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 16th day of March, 2026.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this 16th day of March, 2026.

Mayor

ATTEST:

City Clerk

The City of Lake Forest
CITY COUNCIL MEETING
Proceedings of Monday, March 2, 2026
City Council Meeting – City Council Chambers
220 E Deerpath, Lake Forest, IL 60045

The City Clerk asked the Council for a motion to appoint Alderman Notz as Mayor Pro-Tem. Alderman Weber made a motion, seconded by Alderman Novit. All in favor. Motion carried unanimously by voice vote.

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

Present: Mayor Pro-Tem Notz, Alderman Novit, Alderman Clemens, Alderman Powers, Alderman LeVert, Alderman Bothfeld, Alderman Weber, and Alderman Walther.

Absent: None

PLEDGE OF ALLEGIANCE was recited by all those present.

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

A. Resolution of Appreciation for Retiring Refuse Collector, Raymond Spetz

Mayor Pro-Tem Notz read a Resolution of Appreciation and asked for a motion. Photos were taken.

COUNCIL ACTION: Approval of the Resolution of Appreciation

Alderman Weber made a motion to approve of the Resolution of Appreciation, seconded by Alderman Novit. Motion carried unanimously by voice vote.

Mr. Spetz expressed his gratitude for working for the City of Lake Forest and he thanked City Council and the residents.

2. COMMENTS BY CITY MANAGER

A. Griffith-Woodland Storm Sewer Improvement Project Overview
- **Byron Kutz, Superintendent of Engineering**

City Manager, Jason Wicha, asked Superintendent of Engineering to provide a high-level overview of the scope of work being done for the Griffith-Woodland Storm Sewer Improvement Project.

Byron Kutz, Superintended of Engineering, provided a summary of the scope of work being done. The City is focused on storm sewer replacements and upsizing pipes throughout the City. This includes full-depth resurfacing and sidewalk repairs from storms. The total budget for this improvement is \$425,000, a combined budget of FY 26/27. The work is scheduled to begin during Spring Break in March, and extends through late May. This item is part of this evening's Omnibus

Mayor Tack rejoined the meeting and asked if there was anyone from the public who would like to comment. There were none.

City Manager reminded the community about the City's Operating Budget Workshop on Monday, March 9, at Dickinson Hall at 6:00pm.

3. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL

None.

4. COMMITTEE REPORTS

ENVIRONMENTAL SUSTAINABILITY COMMITTEE

1. Consideration of an Ordinance Prohibiting the Use of Coal Tar Sealant Products in the City of Lake Forest (First Reading)

- **Keri Kaup, Assistant to the City Manager**

Keri Kaup, Assistant to the City Manager, presented an ordinance prohibiting the use of coal tar sealant products within the City. She explained what coal tar is and what it contains. Sealant erodes overtime, and an alternative is asphalt based sealant. Many towns already have prohibitions on coal tar sealant products. The ordinance prohibits the application of coal tar sealant on any public or private property, responsible party is the person applying the product, and a fine of \$750.

City Council had discussions on the chemical smell, duller finish, and who sells coal tar.

Mayor Tack asked if there was anyone from the public who would like to comment.

Former Alderman Melanie Rummel spoke on behalf of the League of Women Voters of Lake Forest and Lake Bluff. She spoke on the League's support of the adoption of the ordinance prohibiting the use of coal tar sealants. She thanked the ESC for their efforts in support of clean environmental practices.

Mayor Tack asked again if there was anyone else from the public who would like to comment. Seeing none, he asked for a motion.

COUNCIL ACTION: Grant first reading of an ordinance amending the City Code to add a new subsection 95.196 titled "Coal Tar Sealant Prohibition" to prohibit the use of coal tar sealant products within the City

Alderman Novit made a motion to grant first reading of an ordinance amending the City Code to add a new subsection 95.196 titled "Coal Tar Sealant Prohibition" to prohibit the use of coal tar sealant products within the City, seconded by Alderman LeVert. Motion carried unanimously by voice vote. 8-Ayes, 0-Nays, motion carried.

ITEMS FOR OMNIBUS VOTE CONSIDERATION

- 1. Approval of February 17, 2026, City Council Meeting Minutes- (Correction of a scrivener's error in the roll call vote for executive session) (Alderman Walther was absent)**
- 2. Approval of the Check Register for the Period of January 24 – February 20, 2026.**
- 3. Approval of the Purchase of Replacement Computers for all City Departments, Not to Exceed the Amount of \$78,911**
- 4. Approval to Purchase the Verkada Access Control System for the Municipal Services Building from Modern Media Technologies in the Amount of \$113,300.**

5. **Approval to Purchase Two Replacement Police Department CSO Vehicles to Kayser Ford Lincoln in the Amount of \$70,750**
6. **Approval of a Recommendation from the Public Works Committee to Authorize the City Manager to enter into a contract with Sundance Lawncare for City-Wide Grounds Maintenance Services in the Horticulture FY2027 Budget, for an Amount Not to Exceed \$214,900.**
7. **Award the Low Bid for the Griffith-Woodland Storm Sewer Improvement Project to Maneval Construction and Authorize the City Manager to Execute an Agreement in the Amount of \$372,150 and a 10% Contingency in the Amount of \$37,215 for a Total Project Cost of \$409,365**

Mayor Tack asked if anyone would like an item removed or taken separately. Seeing none, he asked for a motion.

CITY COUNCIL ACTION Approve the seven (7) omnibus items as presented.

Alderman LeVert made a motion to approve the seven (7) omnibus items as presented, seconded by Alderman Novit. The following voted "Aye": Aldermen Novit, Clemens, Notz, Powers, LeVert, Bothfeld, Weber, and Walther. The following voted "Nay": none. 8-Ayes, 0-Nays, motion carried.

6. OLD BUSINESS

None.

7. NEW BUSINESS

None.

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

Mayor Tack asked Council members if there were any additional items for discussion. Alderman Powers gave a public service announcement to the residents to lock your car doors. Alderman Walther stated there will be an Open House on Thursday, March 5th, from 5:00 p.m. - 7:00 p.m. at the Lake Forest Fire Station regarding the Waukegan and Westleigh Rd Construction Project.

1. EXECUTIVE SESSION

Mayor Tack stated there will be no further business following executive session. He asked for a motion to adjourn into executive session pursuant to 5 ILCS 120/2 (c) (1). The City Council will be discussing specific personnel.

Alderman Weber made a motion to adjourn into executive session pursuant to 5 ILCS 120/2 (c) (1). The City Council will be discussing specific personnel, seconded by Alderman Notz. The following voted "Aye": Aldermen Novit, Clemens, Notz, Powers, LeVert, Bothfeld, Weber, and Walther. The following voted "Nay": none. 8-Ayes, 0-Nays, motion carried.

Adjournment into Executive Session 7:06 p.m.

Reconvene into Regular Session 7:40 p.m.

ADJOURNMENT

There being no further business, Mayor Tack asked for a motion to adjourn. Alderman LeVert made a motion to adjourn, seconded by Alderman Powers. Motion carried unanimously by voice vote at 7:41 p.m.

Respectfully Submitted,
Margaret Boyer, City Clerk

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

THE CITY OF LAKE FOREST

ORDINANCE NO. 2026-_____

**AN ORDINANCE AMENDING THE LAKE FOREST CITY CODE
TO PROHIBIT THE USE OF COAL TAR SEALANT PRODUCTS**

Adopted by the City Council
of the City of Lake Forest
this ____ day of _____ 2026

Published in pamphlet form by direction
and authority of The City of Lake Forest
Lake County, Illinois
this ____ day of _____ 2026

THE CITY OF LAKE FOREST

ORDINANCE NO. 2026 - _____

**AN ORDINANCE AMENDING THE LAKE FOREST CITY CODE
TO PROHIBIT THE USE OF COAL TAR SEALANT PRODUCTS**

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

WHEREAS, the City has determined that the use of coal tar sealant products poses a danger to the health, safety, and welfare of the City and its residents; and

WHEREAS, in order to protect the health and safety of the residents of the City, the City Council has determined that the use of coal tar sealant products should be prohibited, as set forth in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of The City of Lake Forest, County of Lake, and State of Illinois, and pursuant to its home rule authority, 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 Chapter 95 of Title IX of the City Code. Chapter 95 (“Health and Sanitation”) of Title IX (“General Regulations”) of the City Code of Lake Forest, 2013, is hereby amended by adding a new Subsection 95.196 as follows:

“§95.196 Coal Tar Sealant Prohibition.

- A. *Definition.* For purposes of this Section, "coal tar-based sealant or high polycyclic aromatic hydrocarbon sealant product" means a pavement sealant material containing coal tar or a high polycyclic aromatic hydrocarbon content greater than 0.1% by weight.
- B. *Prohibition.* It shall be unlawful for any person to apply or affix coal tar sealant or high polycyclic aromatic hydrocarbon sealant products of any kind to the surface of any driveway, driveway approach, on or off-street parking area, playground, sidewalk, bike trail, patio, sports facility, loading area or facility, street, highway, roadway, or paved surface within the City, whether publicly or privately owned.

C. *Penalty.* The penalty for violating this section will be as provided in Section 95.999.”

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

SECTION FOUR: REPEAL OF CONFLICTING PROVISIONS. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

Passed this ____ day of _____, 2026.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this __ day of _____, 2026.

Mayor

ATTEST:

City Clerk

The City of Lake Forest
FY2026 City Council Vendor Approvals - March 16, 2026
DRAFT for consideration by City Council on 3/16/26

Section 38.37(A) of Lake Forest City Code: Vendors or other providers delivering supplies or services on an unspecified but ongoing basis in annual amounts anticipated to be more than \$25,000, such contracts or similar authorizations shall be presented to the City Council for consideration as part of the review and approval of the City's annual budget. Individual purchases of \$25,000 or greater still require specific City Council approval.

<u>Department</u>	<u>Vendor</u>	Approved <u>FY2024</u>	Approved <u>FY2025</u>	Approved <u>FY2026</u>	Proposed <u>FY2027</u>	<u>Description:</u>
Human Resources	Clark Baird Smith	70,000	70,000	70,000	65,000	Professional Services - legal
Police	LaLuzerne & Smith	70,000	75,000	75,000	75,000	Professional Services - City Prosecutor
Finance	Speer Financial	35,000	35,000	40,000	40,000	Financial Advisory Services
Non-Department	North Shore Gas Company	59,000	55,000	50,000	65,000	Utility Services
Non-Department	ComEd	70,000	65,000	62,000	62,000	Utility Services
Non-Department	AT&T	n/a	n/a	n/a	n/a	Utility Services
Human Resources	IL Dept of Employment Security	87,000	75,000	75,000	102,000	Unemployment insurance
Non-Department	Constellation Energy Services	473,000	465,000	463,000	492,000	Utility Services
Human Resources	IRMA	1,450,000	1,500,000	1,500,000	1,700,000	Member Contribution and Deductibles
Parks/Recreation	NSSRA	300,000	320,000	320,000	350,000	Membership and inclusion services
Cemetery	William Blair & Company	30,000	60,000	80,000	80,000	Cemetery investment services
PW/Engineering	Wiss Janney Elstner Associates		30,000	30,000	40,000	Bridge Inspections (previously <\$25,000)
Innovation/Tech	Comcast of Chicago	35,000	35,000	35,000	20,000	Internet and television services
Innovation/Tech	Heartland	50,000	50,000	50,000	150,000	ArcServe and VMWare maint; IT consulting
Public Works	Avalon Petroleum					Fuel - The amount designated is for all associated purchases over the fiscal year. Price quotes are obtained with each individual order.
Public Works	Gas Depot					
Public Works	Al Warren Oil Company					
Public Works	Bell Fuels, Inc	300,000	300,000	300,000	300,000	
Public Works	Mansfield Oil Company					
Public Works	Texor Fuel Services					
Public Works	Conserv FS					
Innovation/Tech	Verizon Wireless	150,000	150,000	150,000	150,000	Wireless/cellular services - State Bid
				<u>3,300,000</u>	<u>3,691,000</u>	



**McKinlock Post No. 264
American Legion**
801 N. McKinley Road
Lake Forest, Illinois 60045
847-234-9870

March 3, 2026

**The Honorable Randy Tack, Mayor
The City of Lake Forest
220 E. Deerpath
Lake Forest, IL 60045:**

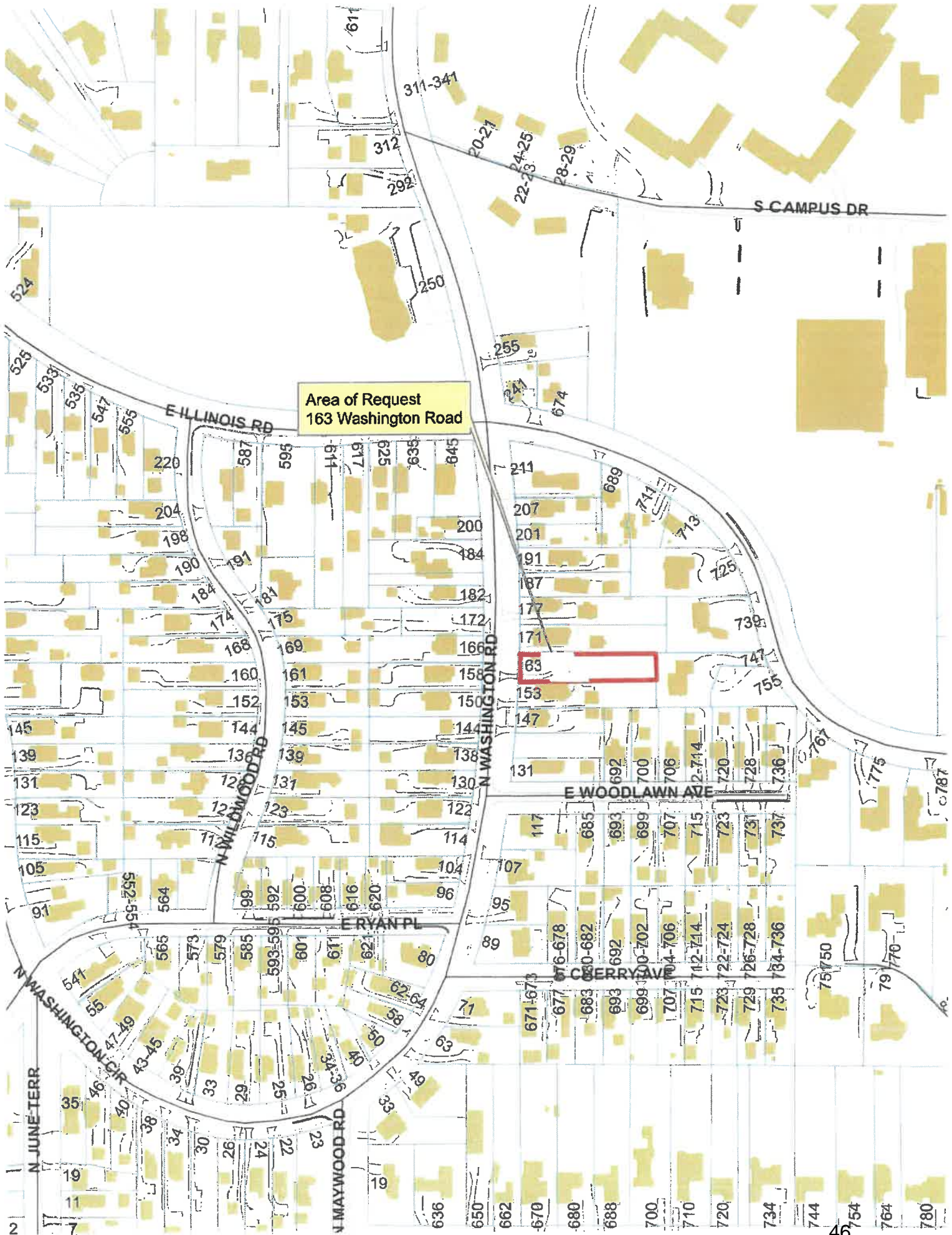
Dear Mr. Mayor:

McKinlock Post 264 is asking for the City Council's consideration of a waiver for the requirements of the fidelity bond, with regard to the Lake Forest Day raffle license application. The Lake Forest Day raffle has 22 prizes with total prizes in the amount of \$17,000.

Thank you for your consideration.

Sincerely yours,

**Thomas P. Marks,
Adjutant
McKinlock Post 264**



THE CITY OF LAKE FOREST

ORDINANCE NO. 2026- ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 163 WASHINGTON ROAD

WHEREAS, Aristothomas and Mykel Nicholson ("**Owners**") are the owners of that certain real property commonly known as 163 Washington Road, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

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

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

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on December 3, 2025; and

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

1. the Property is located within the GR-3, General Residence District under the City Code,
2. The owners propose to construct the Improvements as depicted on the Plans,

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

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

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

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

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

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

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

- A. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. Compliance with Laws. Chapters 150, regarding buildings and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owners shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.
- F. Other conditions. The improvements shall be substantially in conformance with the Board's deliberations as reflected on **Exhibit C**, Meeting Action Summary – 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 _____, 2026.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2026.

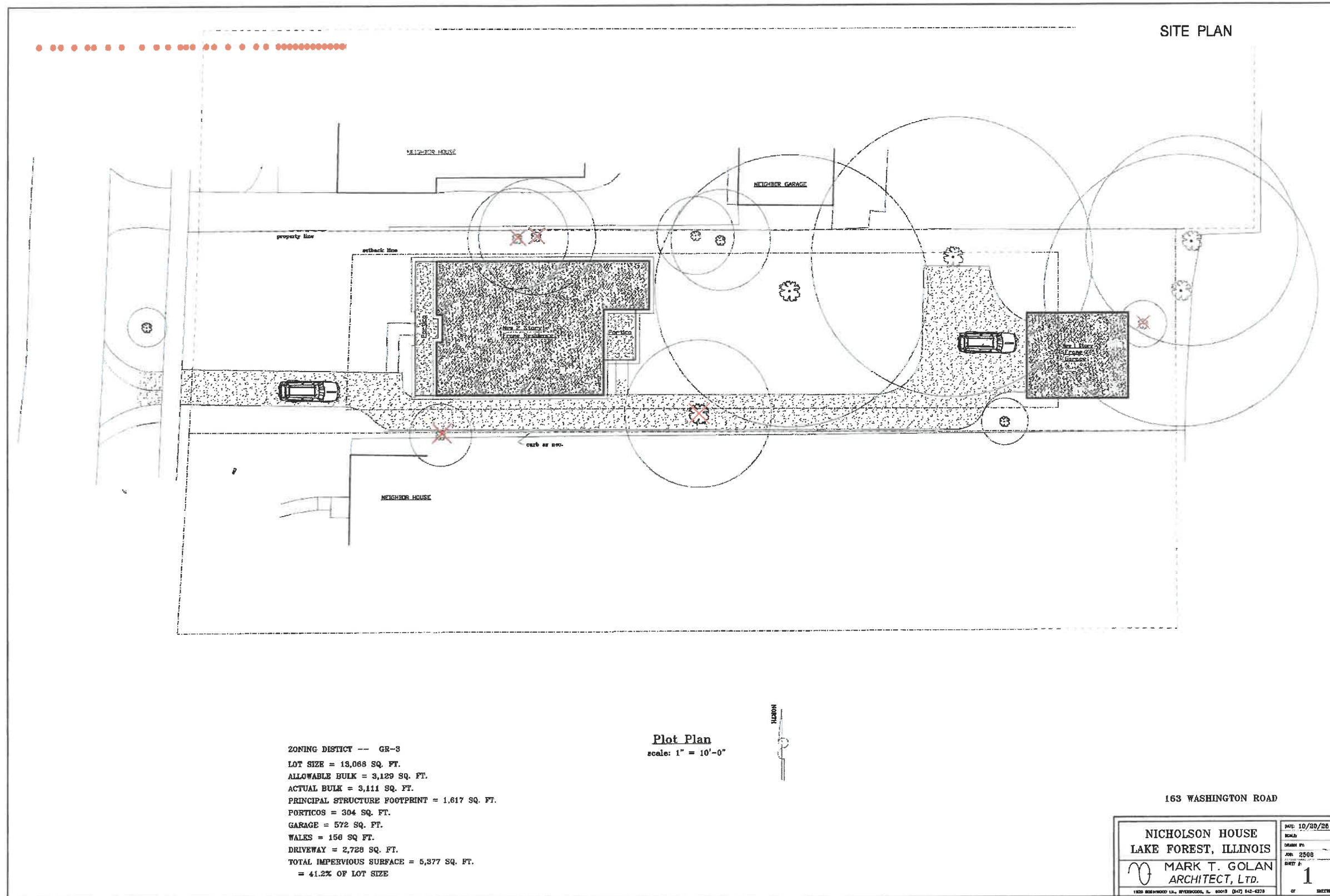
Mayor

ATTEST:

City Clerk

GROUP EXHIBIT B

The Plans



GROUP EXHIBIT B

The Plans



WEST



EAST

Elevations
scale: 1/4" = 1'-0"

All window wells greater than 30" in depth shall be fitted with a code-compliant cover.
Safety glazing shall be provided in all "hazardous locations" including windows where an edge is within 24" of either edge of a swinging door, windows located less than 60" above a stairway landing or working surface, windows with an area of greater than nine square feet and whose bottom edge is less than 18" above the floor.
Operable windows located more than 72" above finished grade shall have the lowest part of the clear window opening a min. of 24" above the finished floor in the room.

ROOM	AREA	DRP. REQ.		ACTUAL		MECH. REQ.		ACTUAL	
		LT.	V.	LT.	V.	SUP.	EXH.	SUP.	EXH.
Kitchen/Bkfst.	356.0	28.5	14.3	34.0	34.0				
Office	172.0	13.8	6.9	24.0	24.0				
Great Room	348.0	27.7	13.8	24.0	44.0				
Primary Bedroom	206.0	16.5	8.3	24.0	24.0				
Bedroom #2	108.0	12.6	6.3	27.0	27.0				
Bedroom #3	150.0	12.0	6.0	21.0	21.0				
Bedroom #4	150.0	12.0	6.0	21.0	21.0				
Heavy Bath (wc)	22.0	-	-	-	-	14 cfm	-	30 cfm	-
Bath #2	47.0	-	-	-	-	14 cfm	-	30 cfm	-
Bath #3	36.0	-	-	-	-	12 cfm	-	30 cfm	-
Powder Rm. #1	29.0	-	-	-	-	12 cfm	-	30 cfm	-
Powder Rm. #2	25.0	-	-	-	-	10 cfm	-	30 cfm	-
Basement	1,375.0	27.5	27.5	49.0	49.0				

WINDOWS AND GLASS DOORS TO BE ALUMINUM CLAD AND TO HAVE DOUBLE GLAZING AND SCREENS. MUNTINS TO BE SIMULATED DIVIDED LITES
(MAX. WINDOW U-VALUE = .30)
(MAX. SHGC = .40)

PROVIDE TEMPERING PER LOCAL CODE.

BASEMENT WINDOWS (UNLESS OTHERWISE NOTED) TO BE: MONARCH PREMIER V 4040 ESCAPE WINDOWS WITH MIN. 6" CONC. LINTEL W/2 #5 REBARS. PROVIDE METAL AREAWELL WITH REMOVABLE GRATE. PROVIDE 4" DRAIN TO FOOTING TILE. SILL TO BE MAX. 44" ABOVE FINISHED FLOOR.

WINDOW DESIGNATIONS INDICATE GLASS SIZE (INCHES)

REVISD 2/19/26

NICHOLSON		DATE:
MARK T. GOLAN ARCHITECT, LTD.		SCALE:
1420 ROBINWOOD LANE, RYTHROODES, L. R0115 (514) 542-6275 GOLANARCHITECT.COM		DRAWN BY:
		JOB: 2509
		SHEET #:
		8
		OF 20 SHEETS

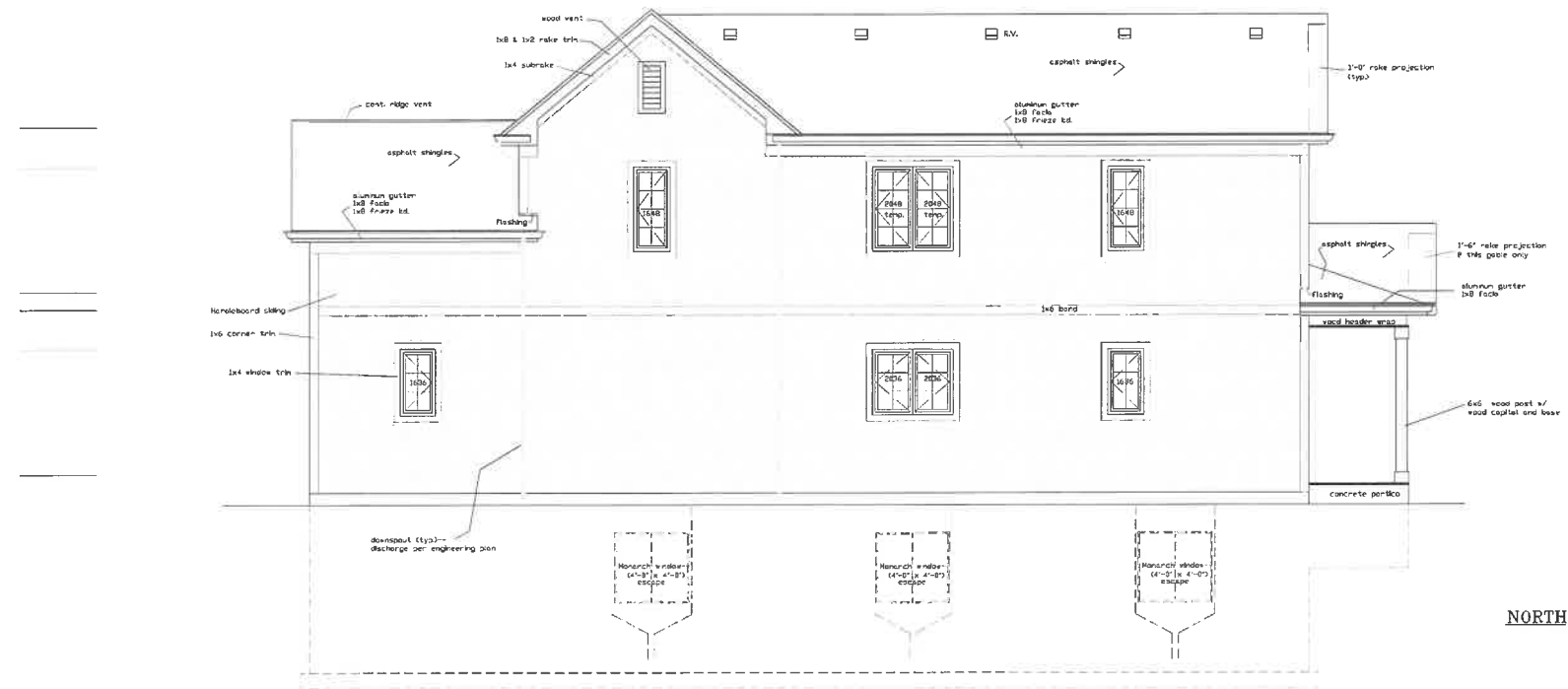
GROUP EXHIBIT B

The Plans



All window walls greater than 30" in depth shall be fitted with a code-compliant cover.
 Safety glazing shall be provided in all "hazardous locations" including windows where an edge is within 24" of either edge of a swinging door, windows located less than 60" above a stairway landing or walking surface, windows with an area of greater than nine square feet and whose bottom edge is less than 18" above the floor.
 Operable windows located more than 72" above finished grade shall have the lowest part of the clear window opening a min. of 24" above the finished floor in the room.

SOUTH



NORTH

Elevations
 scale: 1/4" = 1'-0"

△ REVISED 2/19/26

<p>NICHOLSON MARK T. GOLAN ARCHITECT, LTD. <small>1520 BURNWOOD LAKE BIRKENHEAD, N. 60215 (547) 542-8275 GZLN@NICHOLSON.COM</small></p>	DATE:
	SCALE:
	EXAMINER:
	JOB: 2509
SHEET #:	9
OF 20 SHEETS	

GROUP EXHIBIT B

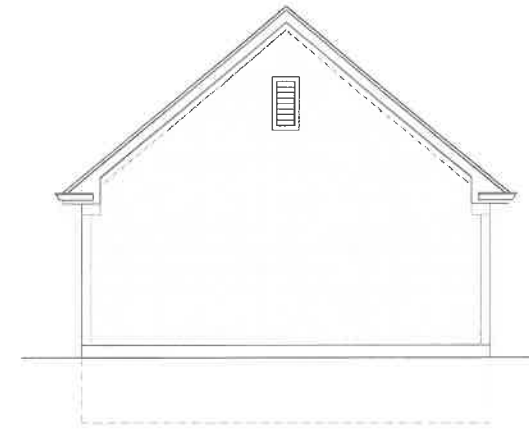
The Plans

35' ZONING HEIGHT LIMIT

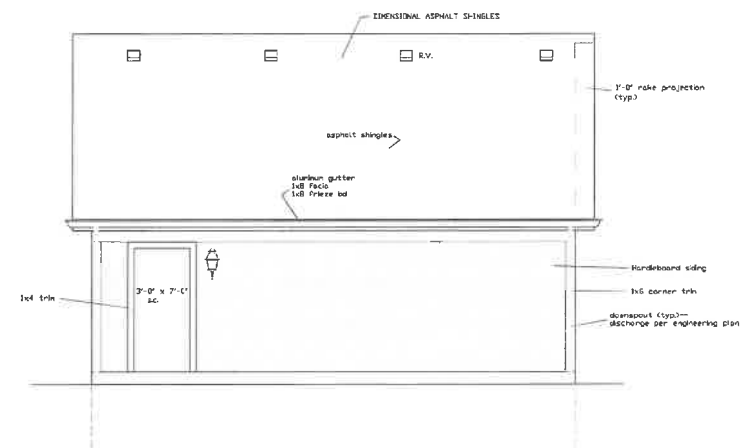


WEST

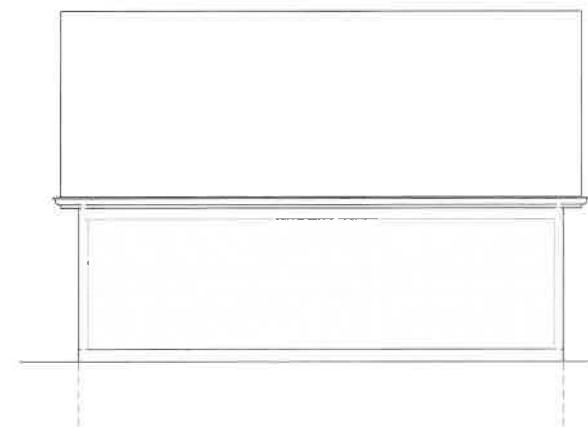
ALL GARAGE DOORS SHALL HAVE PERMANENT LABELS INDICATING THE WIND PRESSURE RATING AND INCLUDE THE DOOR MANUFACTURER. ⚠



EAST




NORTH



SOUTH

⚠ REVISED 2/19/26

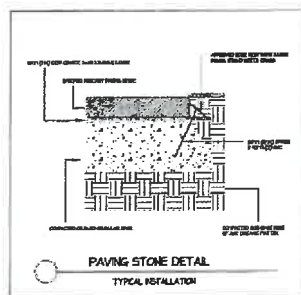
Garage Elevations
scale: 1/4" = 1'-0"

 MARK T. GOLAN ARCHITECT, LTD. <small>1820 ROBINWOOD LANE BIRKENHEAD, IL 60015 (847) 543-6275 COLLAG@GOLAN.COM</small>	DATE:
	SCALE:
	EXAM: 07:
	JOB: 2509
	SHEET #:
	18
	OF 20 SHEETS

GROUP EXHIBIT B

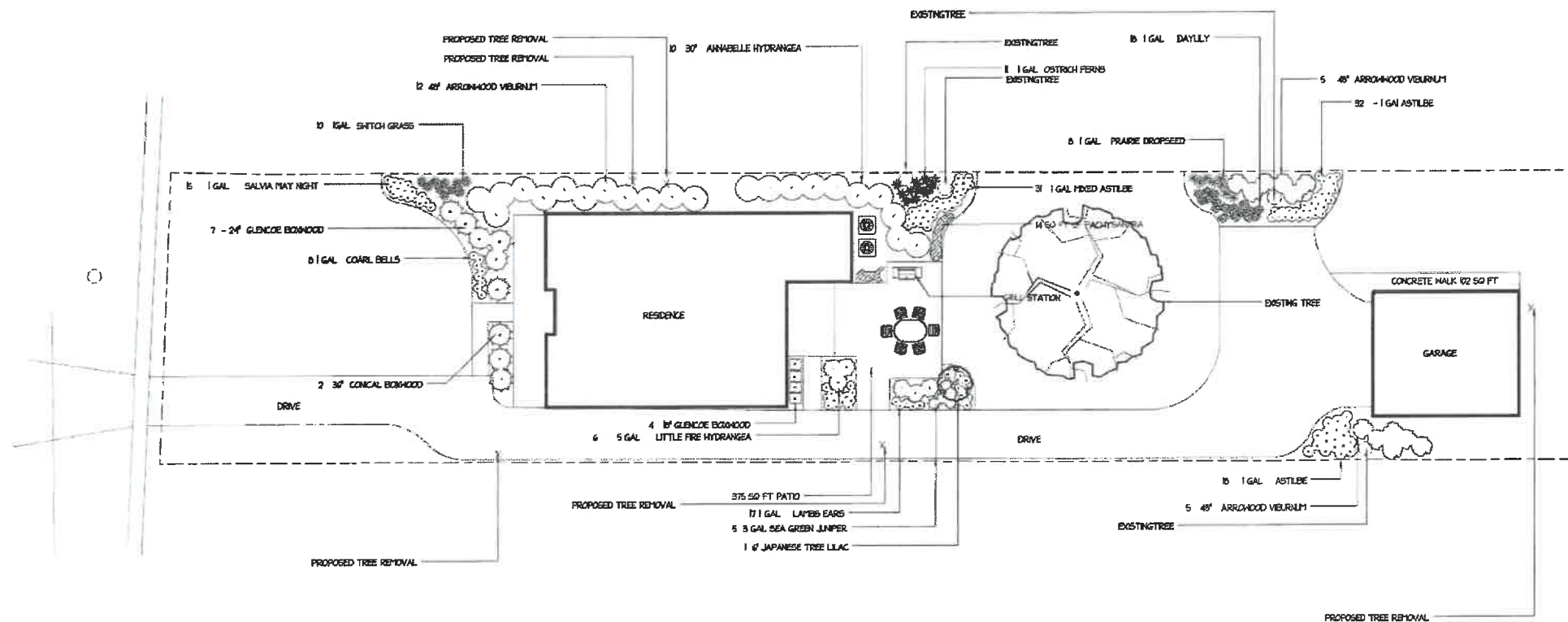
The Plans

LANDSCAPE PLAN



ATTENTION:
ALL RIGHTS RESERVED. REPRODUCTION OR USE OF THIS DESIGN IN ANY FORM OR BY ANY MEANS WITHOUT WRITTEN PERMISSION OF APEX LANDSCAPING, INC. WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

NICHOLSON RESIDENCE
163 WASHINGTON ROAD
LAKE FOREST ILLINOIS 60045



REVISIONS

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

Drawn By: BA

Approved By:

Date: OCTOBER 28, 2025

Project No: OCTOBER 28, 2025

Scale: N/A

Customer Design and Layout Approval

I, _____ approve above drawing and its details to be executed at my property. Apex Landscaping, Inc. reserves the right to deviate from plan due to unknown and unavoidable utilities, or structural reasons. Any changes to plan during construction outside of these reasons require a change order form signed by Apex Landscaping, Inc. and client prior to changes being made.

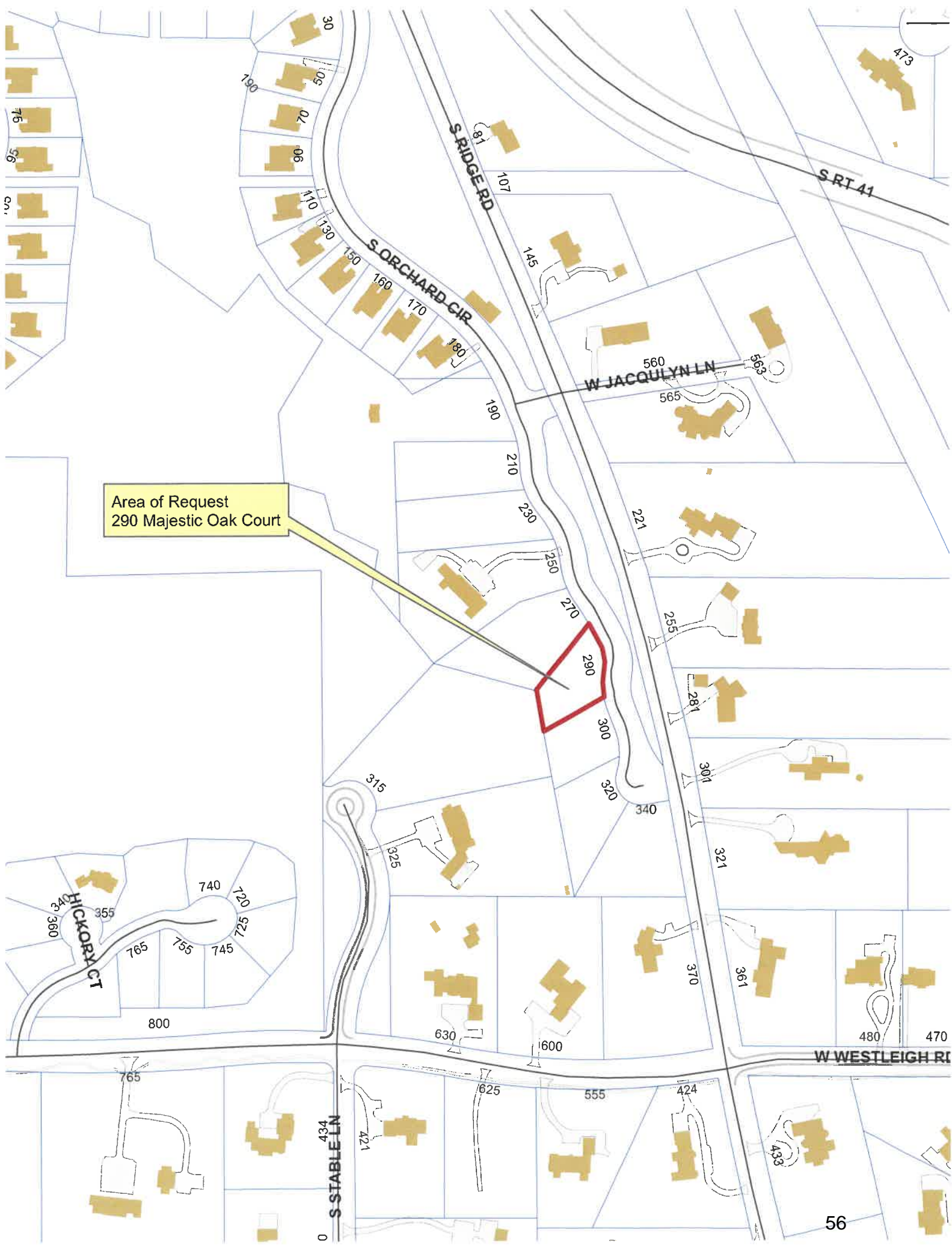
Signature _____

Date _____



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

Area of Request
290 Majestic Oak Court



THE CITY OF LAKE FOREST
ORDINANCE NO. 2026- ____

**AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 290 MAJESTIC OAK COURT**

WHEREAS, 270-290 Majestic Oak LLC (Marcin Kopacz 50% and John Lawson 50%) ("**Owner**") is the owner of that certain real property commonly known as 290 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 attached garage 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 public hearings held on November 5, 2025 and January 7, 2026; 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 _____, 2026.

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

PASSED THIS __ DAY OF _____, 2026.

Mayor

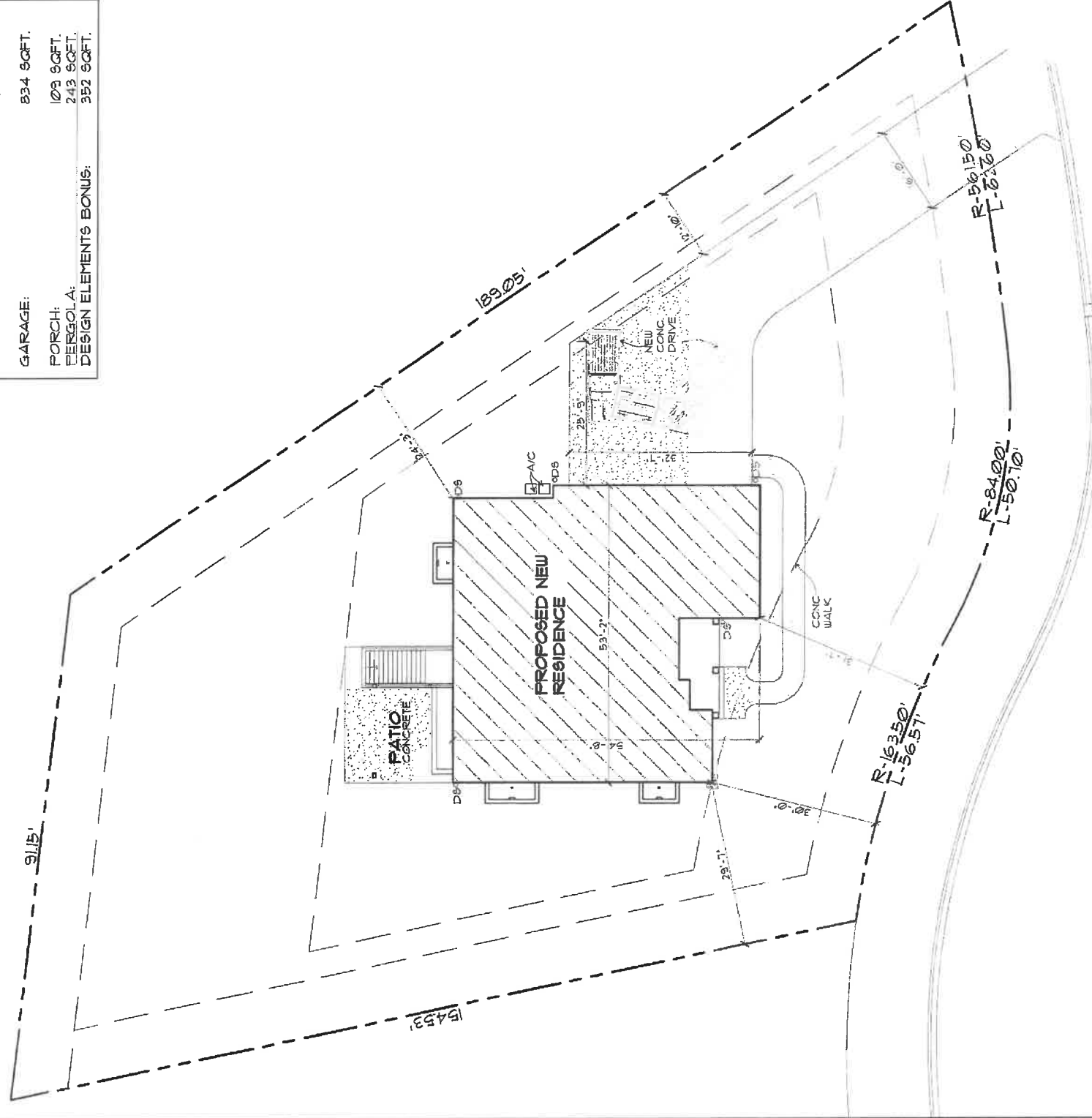
ATTEST:

City Clerk

GROUP EXHIBIT B

The Plans

LOT AREA:	20,313 SQFT.
ALLOWABLE BULK BY CODE:	4,016 SQFT.
GARAGE BONUS:	600 SQFT.
DESIGN ELEMENTS BONUS 10%:	402 SQFT.
NET AREA:	1,524 SQFT.
1ST FLOOR:	1,191 SQFT.
2ND FLOOR:	3,315 SQFT.
TOTAL NET LIVING AREA:	
GROSS AREA:	1,698 SQFT.
1ST FLOOR:	1,313 SQFT.
2ND FLOOR:	110 SQFT.
ATTIC:	275 SQFT.
TOTAL GROSS BUILDING AREA:	3,701 SQFT.
GARAGE:	834 SQFT.
PORCH:	109 SQFT.
PERGOLA:	243 SQFT.
DESIGN ELEMENTS BONUS:	352 SQFT.



SITE PLAN
 JANUARY 7, 2026
 290 MAJESTIC OAK

MAJESTIC OAK COURT
 (OUTLOT E)
 SITE PLAN
 SCALE: 1" = 20'-0"

DATE: 16 SEPT. 25

PROPOSED NEW S.F. RESIDENCE
 290 MAJESTIC OAK CT.
 LAKE FOREST
 ILLINOIS

ARCHIMAX, INC.
 PROFESSIONAL DESIGN FIRM - I.D. 164.007033-0001
 3015 W. ALDREDGE RD. STE. 100, JOLIET, IL 61795-1000
 Phone: 847/97774574
 Archimaxinc@gmail.com

The Plans

ELEVATION GENERAL NOTES:

- HELLA PRO LINE SERIES OR EQUAL UNIT NUMBERS (NOT GLASS SIZES) SHOWN ON ELEVATIONS WINDOWS (FIXED UNITS) U-FACTOR MIN. 0.30 WINDOWS (VENT UNITS) U-FACTOR MIN. 0.30 SKYLIGHTS U-FACTOR MAX. 0.35 DOORS U-FACTOR MAX. 0.30
- ALL ROOF VENTS AND THROUGH ROOF MECHANICAL TO BE LOCATED 6" REAR OF NOTE AND PAINTED TO MATCH ROOF.
- SHEET METAL FLASHING OVER ALL WINDOWS, DOORS AND WOOD TRIM

NOTE:

EVERY SLEEPING ROOM SHALL HAVE AT LEAST ONE OPERABLE WINDOW OR EXTERIOR DOOR APPROVED FOR EMERGENCY EGRESS OR RESCUE. THE UNITS MUST BE OPERABLE FROM THE INSIDE TO A FULL CLEAR OPENING WITHOUT THE USE OF SEPARATE TOOLS. WHERE WINDOWS ARE PROVIDED AS A MEANS OF EGRESS OR RESCUE THEY SHALL HAVE A SILL HEIGHT OF NOT MORE THAN 44 INCHES ABOVE THE FLOOR.

ALL EGRESS OR RESCUE WINDOWS FROM SLEEPING ROOMS MUST HAVE MINIMUM NET CLEAR OPENING OF 5.7 SQ. FT. THE ENTIRE NET CLEAR OPENING HEIGHT DIMENSION SHALL BE 24". THE MINIMUM NET CLEAR OPENING WIDTH DIMENSION SHALL BE 36".

- (E) EGRESS WINDOW
- (SG) SAFETY GLAZING

MAIN ROOF ATTIC VENTILATION CALCULATION

ROOF AREA AT TOP PLATE	= 2,048 SF.
REQUIRED VENT AREA	2,048 / 500 = 4.09 SF.
EXHAUST VENT REQUIRED	= 3.44 SF.
INTAKE VENT REQUIRED	= 3.44 SF.
ACTUAL EXHAUST VENT:	
6" GAF COBRA EXHAUST VENT (25 SQIN PER LF.)	40 LF. X 25 SQIN = 1,000 SQIN / 144 = 6.94 SF.
6" GAF FASTER FLOW ROOF LOUVERS (65 SQIN)	6 = 65 SQIN X 370 SQIN / 144 = 17.05 SF.
ACTUAL TOTAL EXHAUST VENT:	6.94 SF.
80% INTAKE VENT REQUIRED:	2.75 SF.
PERFORATED ALUMINUM SCRTT (5 SQIN PER 16")	6.6 SF. X 144 = 950.4 SQIN / 144 = 6.60 SF.

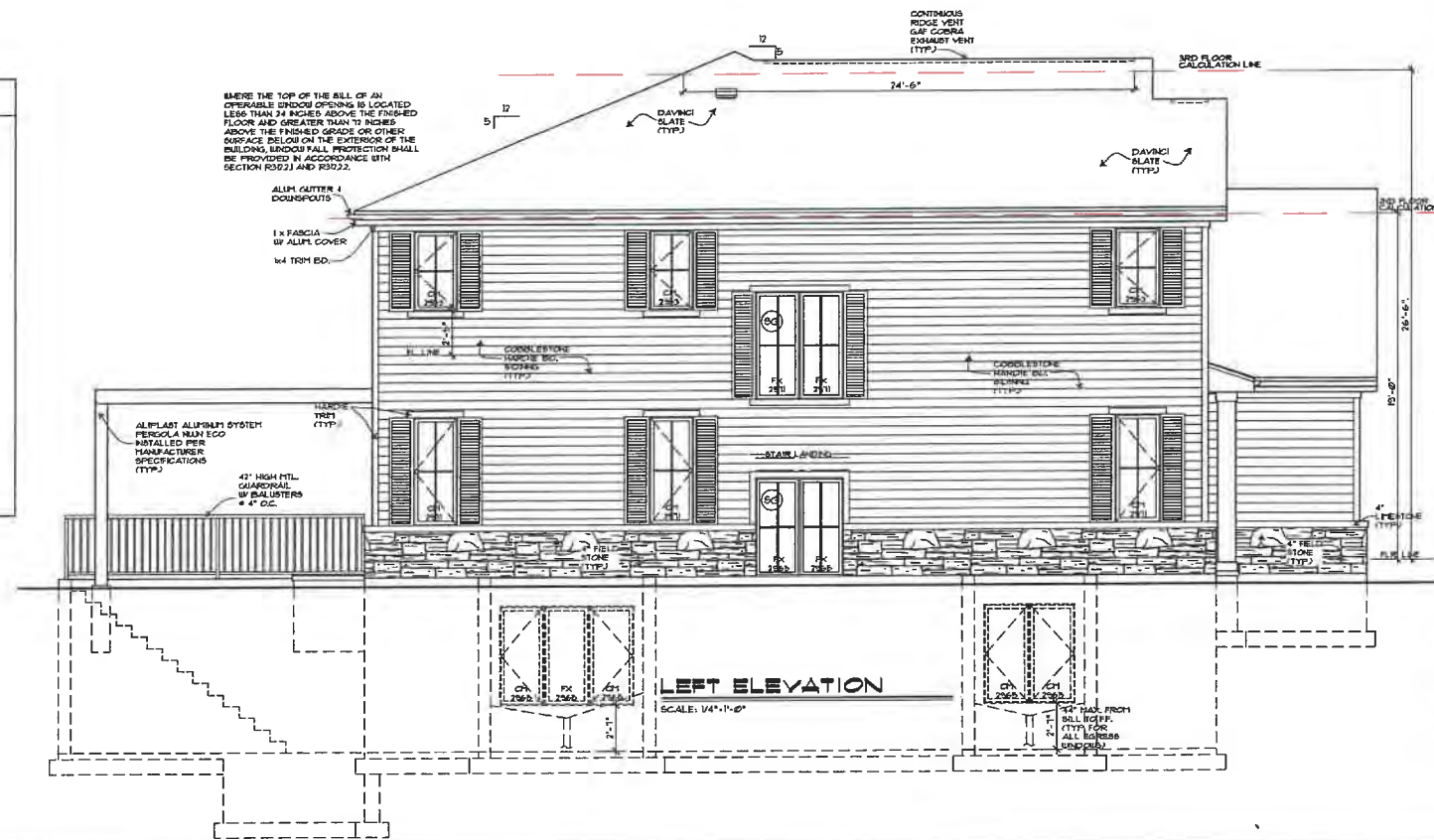


FRONT ELEVATION

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

ELEVATION NOTES

- REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION NOT SHOWN OR NOTED ON PLANS
- REFER TO BUILDING SECTIONS FOR PLATE HEIGHTS, HEEL HEIGHTS AND ADDITIONAL INFORMATION NOT REPRESENTED ON ELEVATIONS.
- REFER TO PLANS AND DETAILS FOR FIRE RATED ASSEMBLY LOCATION, PER LOT SPECIFIC CONDITION.
- PENETRATIONS OF PIPED AND SIMILAR TO BE SEALED AT ALL OPENINGS IN A BUILDING ENVELOPE WALL, FLOOR OR CEILING ASSEMBLY, PER F2606. PIPES AND VENTS SHALL BE PAINTED TO MATCH ADJACENT MATERIALS.
- WATERPROOFING OF OPENINGS AT ROOF AND EXTERIOR WALL PENETRATIONS SHALL BE MADE WATER TIGHT, PER F2601.
- WHEN WINDOWS ARE ADJACENT TO A DOOR THE BUILDER MAY ADJUST ADJACENT WINDOW HEADS AND ALL OTHER WINDOWS IN SAME ROOM TO ALIGN.
- EXTERIOR WALL COVERINGS PER R303.
- EXTERIOR WALL ASSEMBLIES SHALL PROVIDE THE BUILDING WITH A WEATHER RESISTANT EXTERIOR WALL ENVELOPE PER R1032, AND SHALL INCLUDE FLASHING PER R1034. RE: FLASHING DETAILS, IF APPLICABLE.
- CLEARANCE TO GRADE: UNLESS NOTED OTHERWISE, EXTERIOR WALL CLADDING SHALL BE ELEVATED FROM ADJACENT FINISHED GRADE (INCLUDING LANDSCAPE MATERIAL) A MINIMUM OF 4" FOR BEARING MASONRY VENEER AND 6" FOR ADHERED MASONRY VENEER AND OTHER WALL CLADDINGS OR 2" ABOVE ADJACENT FLATWORK OR ROOF SURFACES FOR ADHERED MASONRY VENEER AND OTHER WALL CLADDINGS PER R311, R404A, R1033, R1032J AND PER FIG. SPEC'S.

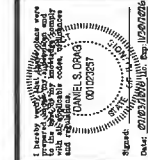


LEFT ELEVATION

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

ARCHIMAX, INC.
 1155 S. WASHINGTON ST. SUITE 1000
 CHICAGO, IL 60607
 PHONE: 312.777.4444
 FAX: 312.777.4444
 ARCHIMAX@GMAIL.COM

PROPOSED NEW S.F. RESIDENCE
 290 MAJESTIC OAK CT.
 LAKE FOREST, ILLINOIS



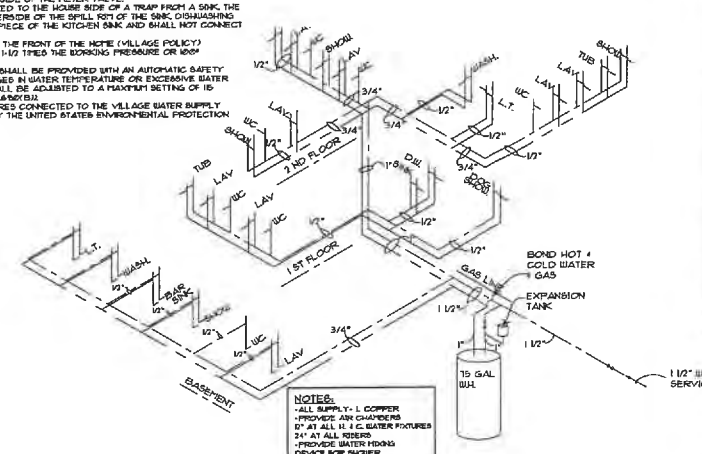
DATE: 02/03/2026
 PROJECT:
 SHEET NO. A-6

The Plans

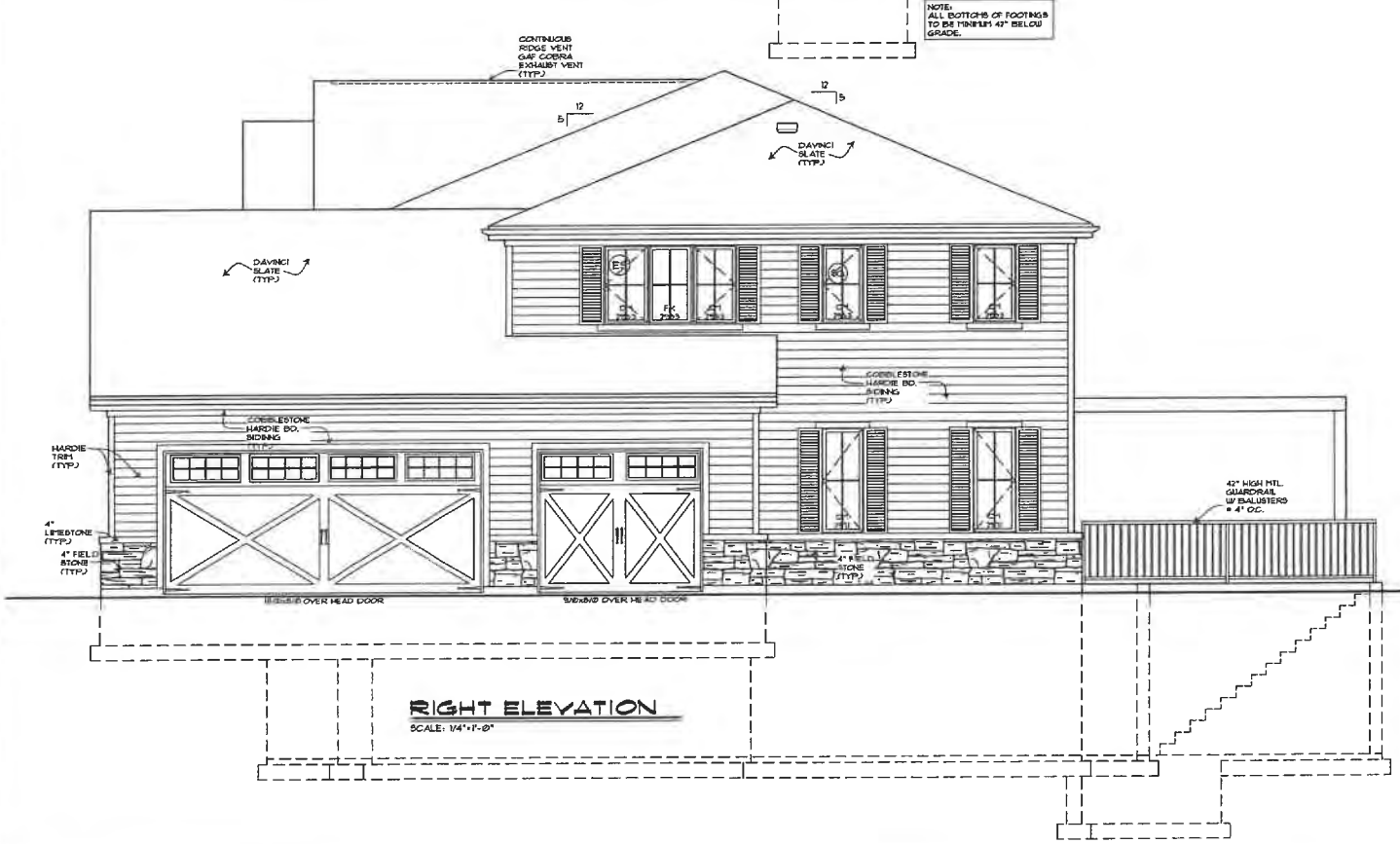


REAR ELEVATION
SCALE: 1/4"=1'-0"

- PLUMBING NOTES:**
- CURRENT EDITION OF THE ILLINOIS PLUMBING CODE WITH VILLAGE AMENDMENTS SHALL BE IN EFFECT.
 - ALL ROOF DRAINAGE SHALL BE CONVEYED TOWARD FRONT OR REAR OF PROPERTY SO IT DOES NOT ADVERSELY AFFECT ADJACENT PROPERTIES.
 - A STACK TEST SHALL BE PERFORMED BY INSPECTOR.
 - WATER PIPING SHALL MAINTAIN SERVICE SIZE TO FIRST BRANCH OF WATER HEATER LOCATION.
 - IF WATER SERVICE, SEE ANY ADDITIONAL NOTES FROM ENGINEER.
 - TYPE L COPPER SHALL BE REQUIRED FOR WATER PIPE WITHIN BUILDING.
 - TO OBTAIN A PERMIT THE CONTRACTOR INSTALLING WATER SERVICE SHALL BE AN ILLINOIS STATE LICENSED AND BE LICENSED AS A PLUMBING CONTRACTOR.
 - SINKS/RECEPTACLE WASTE OUTLETS SHALL BE AT LEAST 2-INCHES (2") IN DIAMETER AND HAVE A REMOVABLE STRAINER.
 - ALL HAND-HELD SHOWER SPRAY UNITS SHALL HAVE AN ANTI-SIPHONIC VACUUM BREAKER INSTALLED ON THE HOME SUPPLY FITTING CORRESPONDING TO ASSE 504.
 - A FILL HOSE CLEANOUT SHALL BE LOCATED WITHIN FIVE FEET (5') OF THE BUILDING FOUNDATION, INSIDE OR OUTSIDE, IN DIRECT LINE WITH THE BUILDING DRAIN AND SEWER.
 - IF AN EJECTOR PUMP IS INSTALLED A BACKFLOW VALVE AND CHECK VALVE SHALL BE INSTALLED ON THE TWO-INCH (2") EJECTOR DISCHARGE PIPE AND SHALL CONNECT TO THE TOP PORTION OF A FOUR-INCH (4") SANITARY DRAINAGE PIPE.
 - ALL FLOOR DRAINS SHALL BE ACCESSIBLE AND READILY CLEANED, AND SHALL BE LOCATED SO THAT THEY ARE EASILY VISIBLE.
 - ALL HOT WATER PIPING THREE-QUARTER-INCH (3/4") OR LARGER SHALL BE INSULATED WITH A MINIMUM THERMAL RESISTANCE (R-VALUE) OF R-3 INSULATION.
 - A DRAIN DOWN VALVE SHALL BE INSTALLED ON THE DISCHARGE SIDE OF THE METER VALVE.
 - WHEN A DOMESTIC DISMOUNTING MACHINE DRAIN LINE IS CONNECTED TO THE HOUSE SIDE OF A TRAP FROM A SINK, THE DRAIN FROM THE DISMOUNTING MACHINE SHALL BE CARRIED UP TO THE UNDERSIDE OF THE SPILL RIM OF THE SINK. DISMOUNTING MACHINES SHALL DISCHARGE SEPARATELY INTO A TRAP OR TAIL PIECE OF THE KITCHEN SINK AND SHALL NOT CONNECT TO THE FOOD WASTE DISPOSAL UNIT.
 - 1/2" FITT PIPE IS REQUIRED FROM THE WATER METER LOCATION TO THE FRONT OF THE HOUSE (VILLAGE POLICY).
 - A TEST ON THE PLUMBING WATER SUPPLY PIPING IS REQUIRED AT 1-1/2 TIMES THE WORKING PRESSURE OR 100 PSI UNLESS IN GREATER AMOUNT.
 - ALL SHOWER COMPARTMENTS AND SHOWER-BATH COMBINATIONS SHALL BE PROVIDED WITH AN AUTOMATIC SAFETY WATER PIPING DEVICE TO PREVENT SMOGON UNANTICIPATED CHANGES IN WATER TEMPERATURE OR EXCESSIVE WATER TEMPERATURE. THE AUTOMATIC SAFETY WATER PIPING DEVICE SHALL BE ADJUSTED TO A MAXIMUM SETTING OF 10 DEGREES FAHRENHEIT AT THE TIME OF INSTALLATION (SECTION 904.010.1).
 - IN ACCORDANCE WITH VILLAGE POLICY, ALL NEW PLUMBING FITTINGS CONNECTED TO THE VILLAGE WATER SUPPLY SYSTEM SHALL BEAR THE WATERBORN LABEL (AS DESIGNATED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY WATERBORN PROGRAM).



SUPPLY DIAGRAM



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

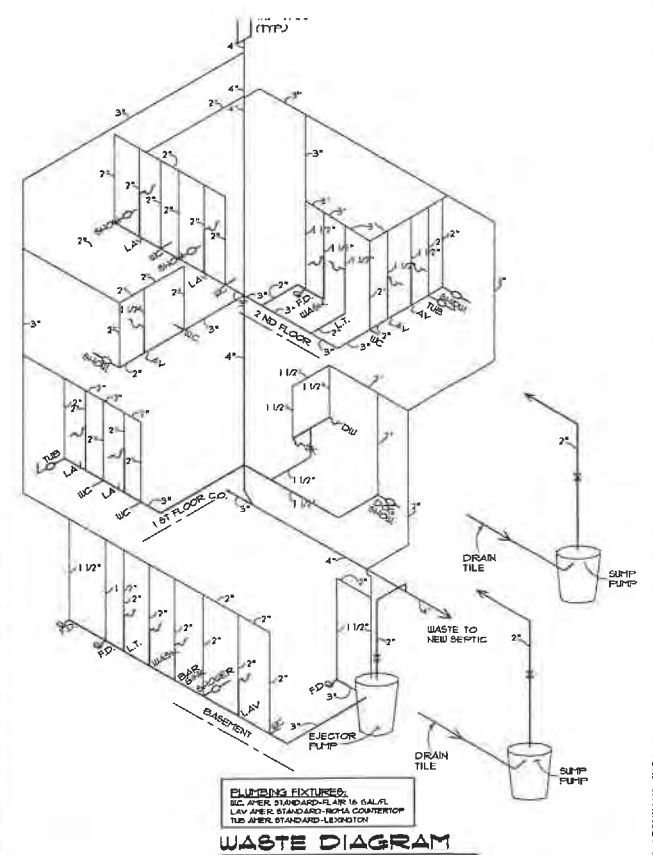
TOTAL WSFU, PIPE SIZE

2-1	1/2"
0-10	3/4"
20-34	1"
35-50	1 1/4"
60-99	1 1/2"

1 1/2" SERVICE PROVIDED

RESIDENTIAL WATER SUPPLY & METER SIZE REQUIREMENTS

TYPE OF FIXTURE	NO.	WSFUS EACH	TOTAL WSFUS
WATER CLOSET	1	3	21
LAVATORY	9	1	9
BATHTUB / SHOWER	8	2	16
KITCHEN SINK	1	2	2
DISHWASHER	1	1	1
BAR SINK	1	1	1
LAUNDRY TRAYS	2	3	6
LAUNDRY MACHINE	2	2	4
DOG SHOWER	1	2	2
TOTAL:			62



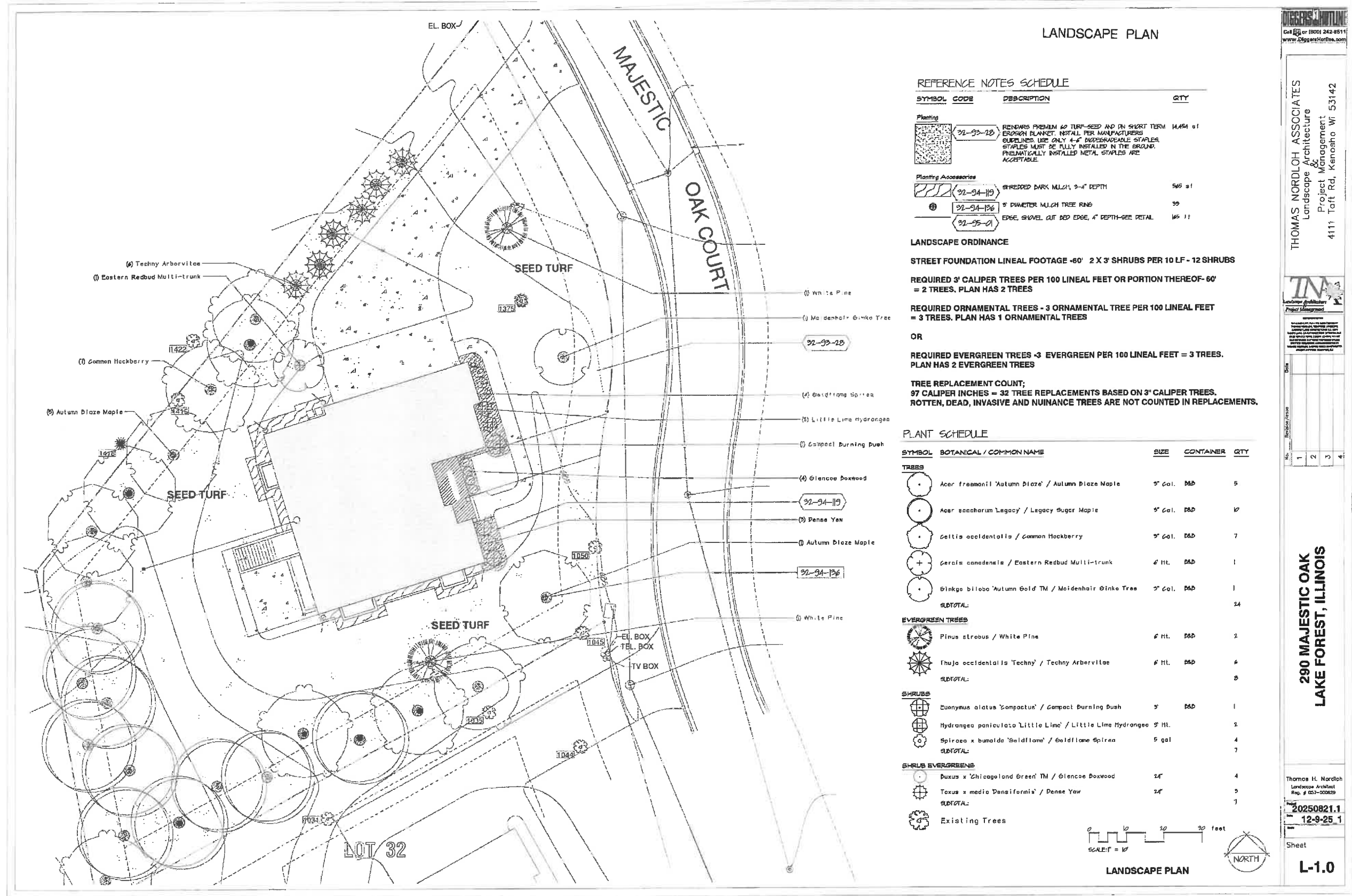
WASTE DIAGRAM

ARCHIMAX, INC.
 PROFESSIONAL DESIGNER - NO. 184-000003-0001
 3337 S. GARDEN AVE., 2ND FLOOR, CHICAGO, IL 60608
 TEL: 773-487-9300 FAX: 773-487-9301

PROPOSED NEW S.F. RESIDENCE
290 MAJESTIC OAK CT.
 LAKE FOREST ILLINOIS

DATE: 02/03/2026
 PROJECT:
 SHEET NO.
A-7

The Plans



LANDSCAPE PLAN

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY
	32-93-28	REINFORCES PREMIUM 60 TURF-SEED AND ON SHORT TERM EROSION PLANET. INSTALL PER MANUFACTURERS GUIDELINES. USE ONLY 4" DEPENDABLE STAPLES. STAPLES MUST BE FULLY INSTALLED IN THE GROUND. PNEUMATICALLY INSTALLED METAL STAPLES ARE ACCEPTABLE.	1454 sf
	32-94-119	SHREDDED DARK MULCH, 3-4" DEPTH	565 sf
	32-94-136	8" DIAMETER MULCH TREE RING	39
	32-95-01	EDGE SHOVEL CUT BED EDGE, 4" DEPTH-SEE DETAIL	165 lf

LANDSCAPE ORDINANCE

STREET FOUNDATION LINEAL FOOTAGE -60' 2 X 3' SHRUBS PER 10 LF - 12 SHRUBS

REQUIRED 3" CALIPER TREES PER 100 LINEAL FEET OR PORTION THEREOF-60' = 2 TREES. PLAN HAS 2 TREES

REQUIRED ORNAMENTAL TREES - 3 ORNAMENTAL TREE PER 100 LINEAL FEET = 3 TREES. PLAN HAS 1 ORNAMENTAL TREES

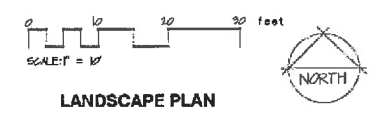
OR

REQUIRED EVERGREEN TREES -3 EVERGREEN PER 100 LINEAL FEET = 3 TREES. PLAN HAS 2 EVERGREEN TREES

TREE REPLACEMENT COUNT;
97 CALIPER INCHES = 32 TREE REPLACEMENTS BASED ON 3" CALIPER TREES.
ROTTEN, DEAD, INVASIVE AND NUINANCE TREES ARE NOT COUNTED IN REPLACEMENTS.

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
TREES				
	Acer freemanii 'Autumn Blaze' / Autumn Blaze Maple	5" Gal.	DBP	5
	Acer saccharum 'Legacy' / Legacy Sugar Maple	5" Gal.	DBP	10
	Celtis occidentalis / Common Hackberry	5" Gal.	DBP	7
	Cercis canadensis / Eastern Redbud Multi-trunk	4" Ht.	DBP	1
	Ginkgo biloba 'Autumn Gold' TM / Maidenhair Ginkgo Tree	5" Gal.	DBP	1
	SUBTOTAL:			24
EVERGREEN TREES				
	Pinus strobus / White Pine	6" Ht.	DBP	2
	Thuja occidentalis 'Techny' / Techny Arborvitae	6" Ht.	DBP	6
	SUBTOTAL:			8
SHRUBS				
	Euonymus alatus 'compactus' / Compact Burning Bush	3"	DBP	1
	Hydrangea paniculata 'Little Lime' / Little Lime Hydrangea	5" Ht.		2
	Spiraea x bumalda 'Goldflame' / Goldflame Spirea	5 gal		4
	SUBTOTAL:			7
SHRUB EVERGREENS				
	Daxus x 'Chicago Land Green' TM / Glencoe Boxwood	24"		4
	Taxus x media 'Densiflora' / Dense Yew	24"		3
	SUBTOTAL:			7
	Existing Trees			



THOMAS NORDLOH ASSOCIATES
Landscape Architecture
Project Management
4111 Taft Rd, Kenosha WI 53142

THOMAS NORDLOH ASSOCIATES
Landscape Architecture
Project Management
4111 Taft Rd, Kenosha WI 53142



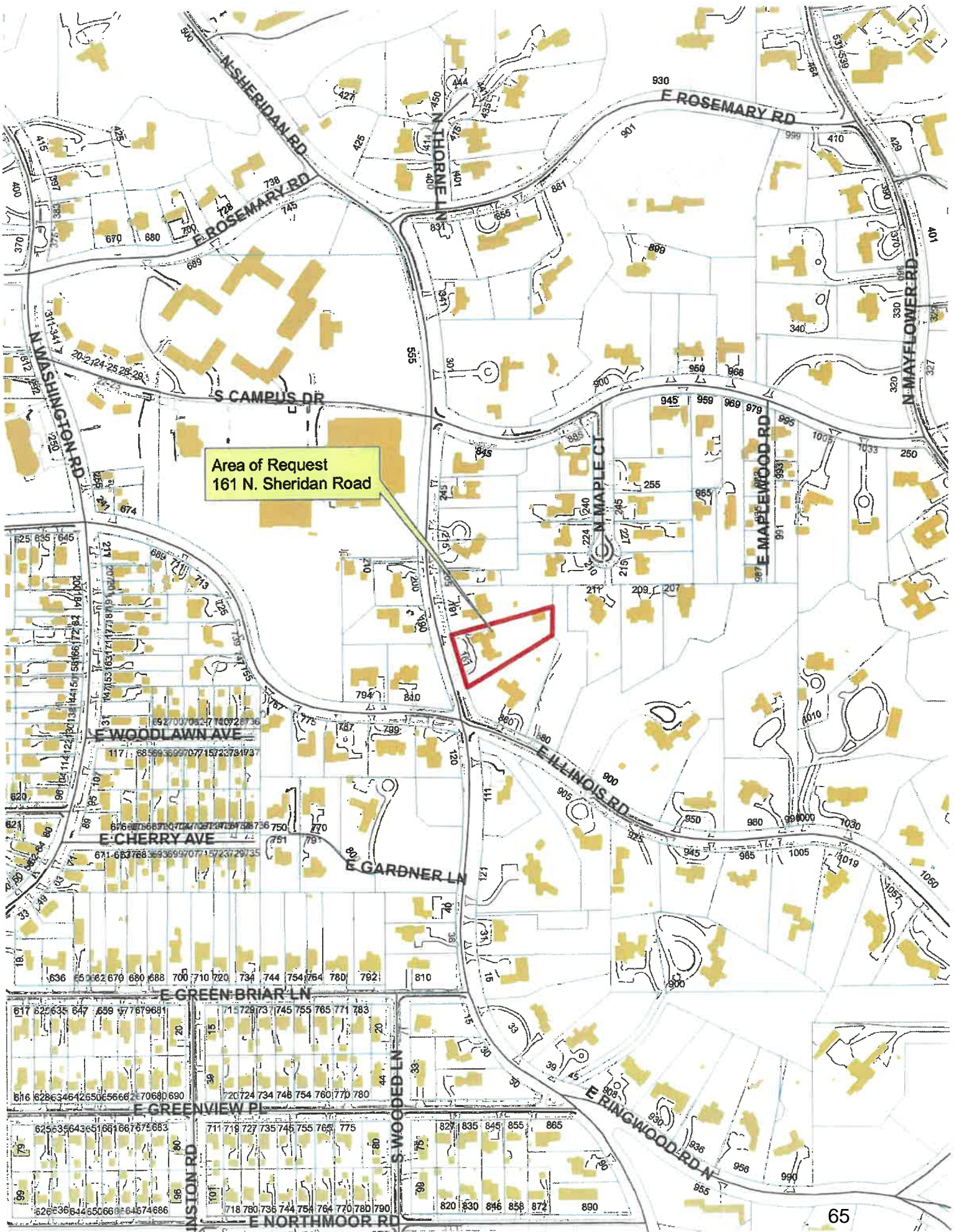
290 MAJESTIC OAK
LAKE FOREST, ILLINOIS

290 MAJESTIC OAK
LAKE FOREST, ILLINOIS

Thomas H. Nordloh
Landscape Architect
Reg. # 023-00029

20250821.1
12-9-25 1

Sheet
L-1.0



Area of Request
161 N. Sheridan Road

THE CITY OF LAKE FOREST

ORDINANCE NO. 2026 - ____

AN ORDINANCE GRANTING A FLOOR AREA EXCEPTION FOR
THE PROPERTY LOCATED AT 161 N. SHERIDAN ROAD

WHEREAS, Jeremy M. Downs Trust and Amy Kule Downs Trust ("**Owners**") are the owners of that certain real property commonly known as 161 N. Sheridan 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 Owners desire to construct improvements including an infill addition ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

WHEREAS, in order to construct the Improvements, Section 155.07 of the City Code requires the Owners 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 February 25, 2026; 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. Owners propose 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 Owners' request for exceptions to the maximum floor area requirements set forth in Section 150.148 of the City Code and the findings and recommendations of the HPC, have determined that it is in the best interests of the City and its residents to grant such exceptions, subject to the terms and conditions hereinafter set forth; and

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

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

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

SECTION TWO: Maximum Floor Area Exception Granted. Pursuant to Section 155.08 of the City Code, and subject to the limitations therein and the conditions set forth in Section Three of this Ordinance, the City Council does hereby grant an exception to the maximum floor area requirements set forth in Section 150.148(D) of the City Code, as more fully depicted on the Plans, by allowing the Improvements which together with other structures on the Property will have a maximum square footage not to exceed 5,729 square feet.

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

- A. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. Compliance with Laws. Chapters 150, regarding building, 156, regarding subdivisions, 159, regarding zoning, and 155, regarding historic preservation, of the City Code, and all

other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.

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

SECTION FOUR: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if Owners have 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 _____, 2026.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2026.

Mayor

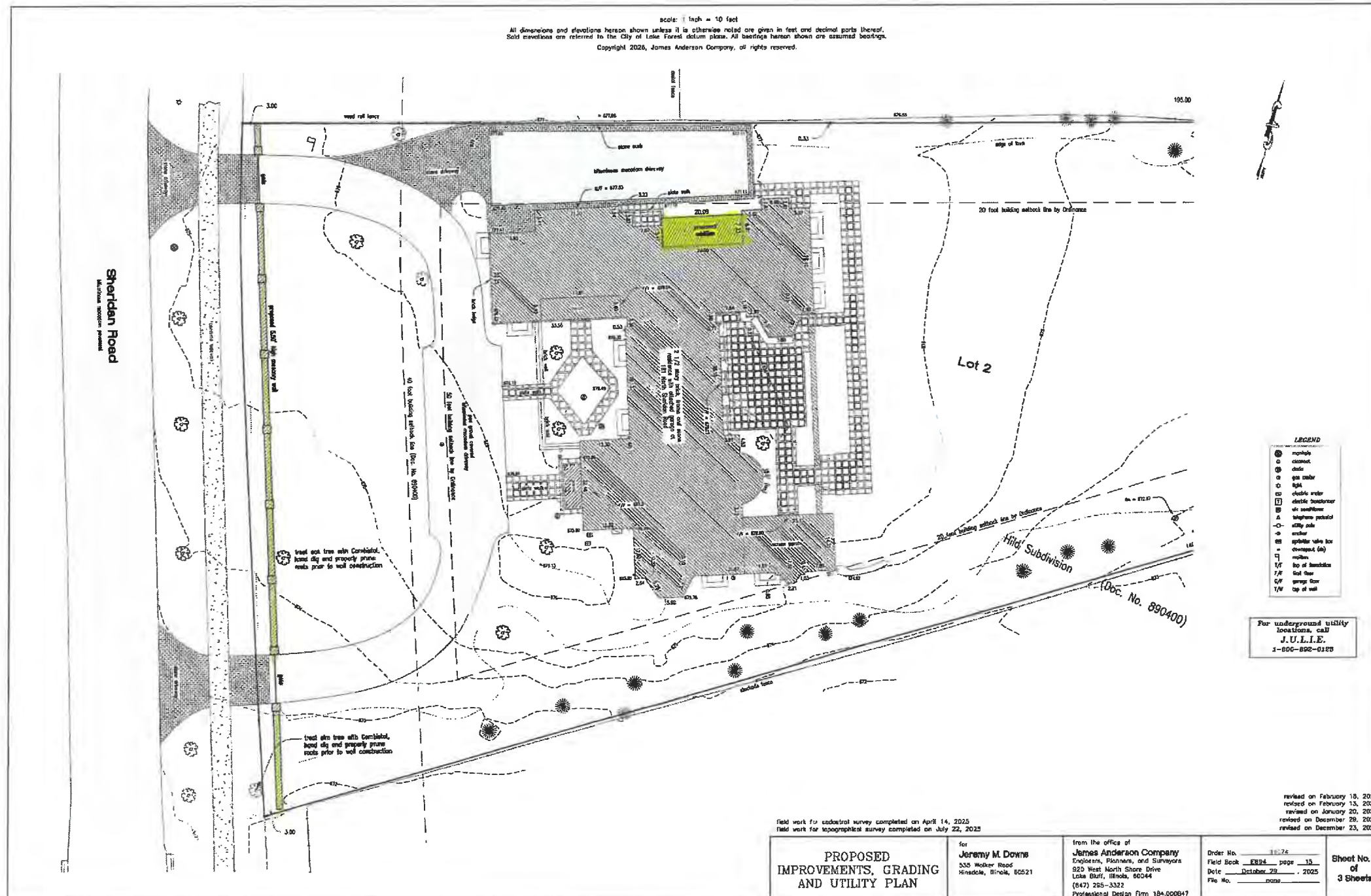
ATTEST:

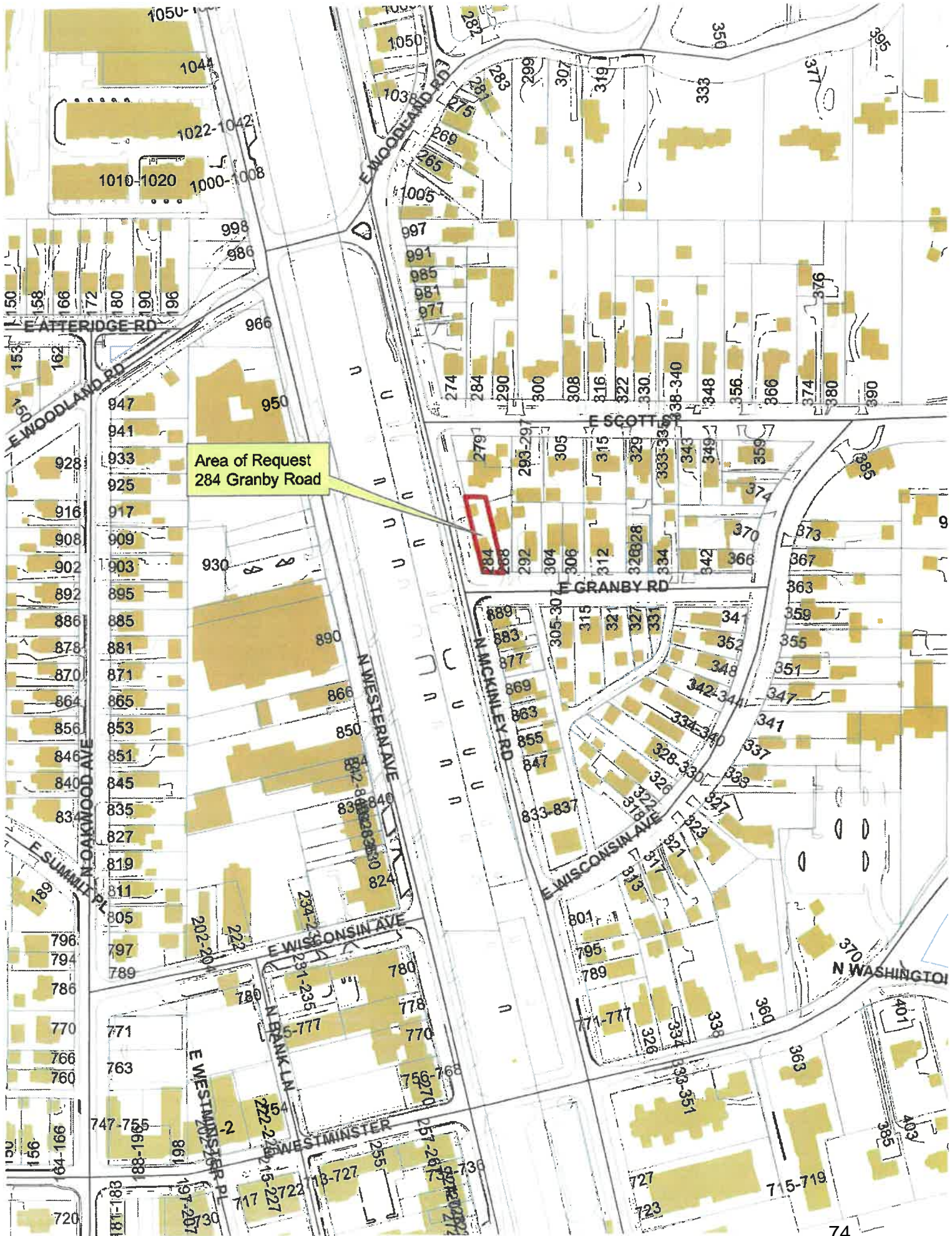
City Clerk

GROUP EXHIBIT B

The Plans

PROPOSED SITE PLAN





Area of Request
284 Granby Road

THE CITY OF LAKE FOREST

ORDINANCE NO. 2026-___

AN ORDINANCE GRANTING VARIANCES FROM THE FRONT AND CORNER
SIDE YARD SETBACKS AND LOT COVERAGE LIMITATION FOR PROPERTY
LOCATED AT 284 GRANBY ROAD

WHEREAS, Timothy and Heidi Archibald ("**Owners**") are the owners of that certain real property commonly known as 284 Granby Road, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the GR-2, General Residence Zoning District; and

WHEREAS, the Owners desire to modify the nonconforming residence by adding an open front porch, a small first floor addition, second floor dormers, and a replacement garage portions of which encroach in to the front and corner side yard setbacks and exceed the permitted lot coverage ("**Improvements**") as depicted on the plans attached hereto as **Group Exhibit B** ("**Plans**"); and

WHEREAS, the Owners submitted an application ("**Application**") for variances from Section 159.088, GR-2, General Residence District, of the City of Lake Forest Code to allow construction of the Improvements within the required setbacks and exceeding the permitted lot coverage; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on February 23, 2026; 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 modifications to the existing nonconforming residence will not encroach further into the setbacks than the existing conditions encroachments.
2. The replacement, detached garage encroaches into the setbacks less than the existing detached garage.
3. The proposed modifications are consistent with the architecture of the residence and the garage replaces a deteriorating structure and is design consistent with other detached garages in the neighborhood. The modifications as proposal will not alter the essential character of the property or the surrounding neighborhood.

4. The property was created and the house was built prior to current Zoning Code provisions. The house and property are both nonconforming to current zoning regulations creating a hardship in meeting current zoning regulations.
5. No evidence has been submitted to assert that the variances if approved, will increase congestion, endanger public safety, or diminish property values in the neighborhood. Investment in this property and in this neighborhood will benefit the values of properties in the area.

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 and Lot Coverage Variances Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow construction of an addition and alterations no closer than 9 feet 11 inches to the south property line and no closer than two feet to the west property line and to allow construction of a replacement detached garage no closer than 6 feet 4 inches to the west property line and to allow total lot coverage of no more than 41% of the lot.

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

- A. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

- B. Compliance with Laws. Chapters, 150, regarding building and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.

- C. Tree Preservation. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.

- D. Staging, Parking and Storage. Prior to the issuance of building permits, a plan for staging and storage of construction and demolition materials and a plan for parking construction vehicles shall be submitted and will be subject to City review and approval.

- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans. Prior to the issuance of a building permit, a detailed, landscape plan shall be submitted and will be subject to review and approval by the City's Certified Arborist. The landscape plan shall reflect the existing plantings and identify any plantings proposed for removal and plantings intended to remain. If trees are removed, replacement inches may be required depending on the species and condition of the tree(s) removed.

- 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 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 _____, 2026.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2026

Mayor

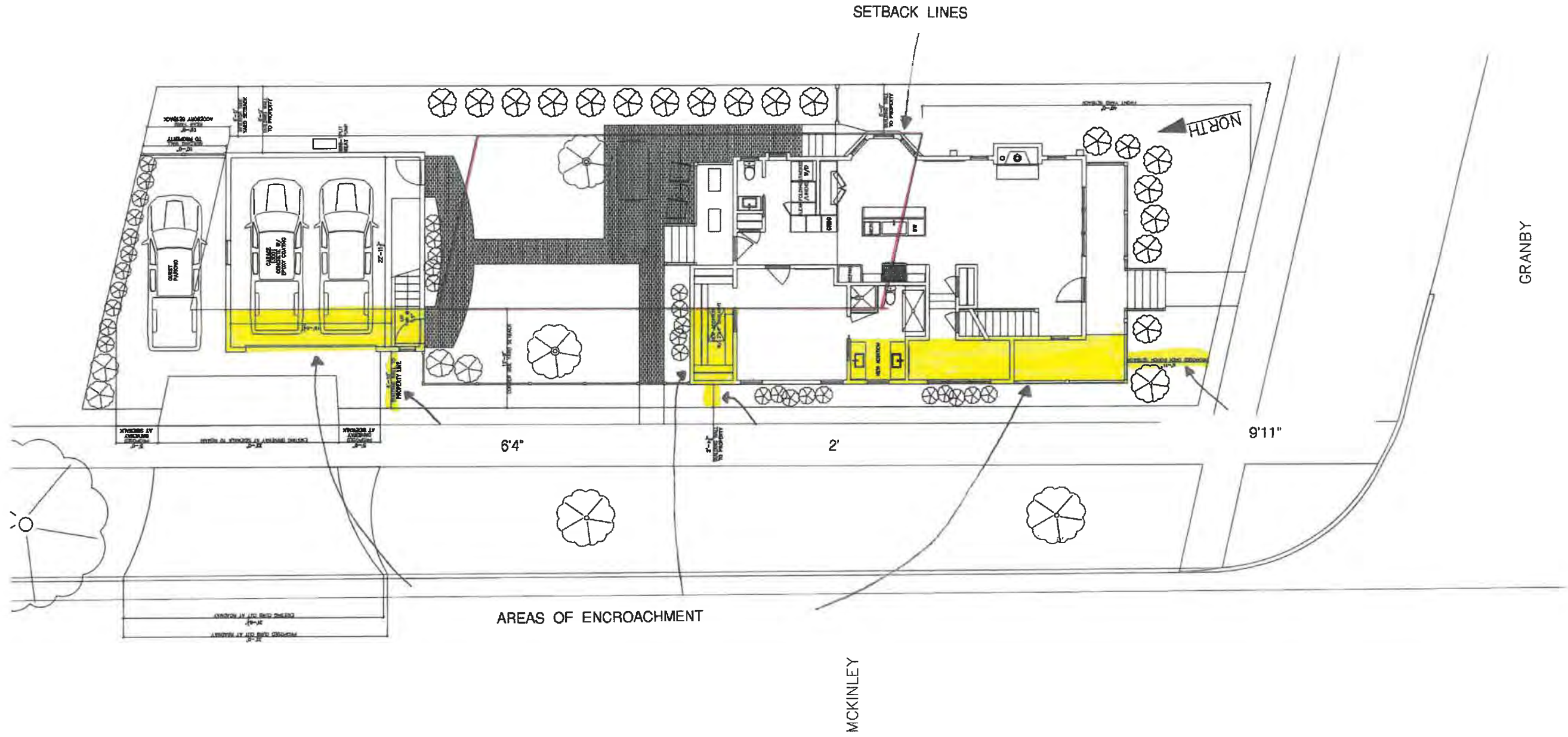
ATTEST:

City Clerk

GROUP EXHIBIT B

The Plans

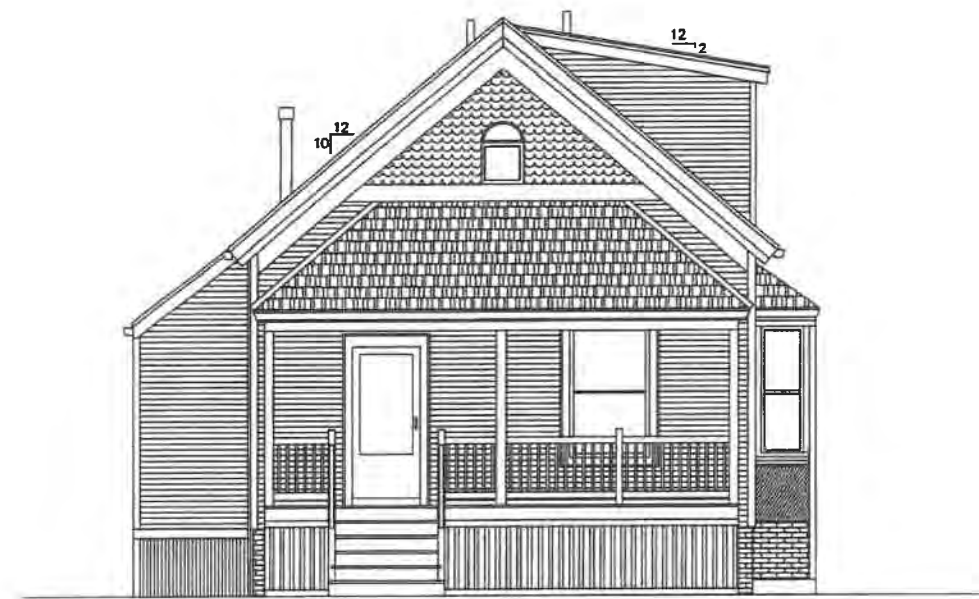
SITE PLAN - PROPOSED



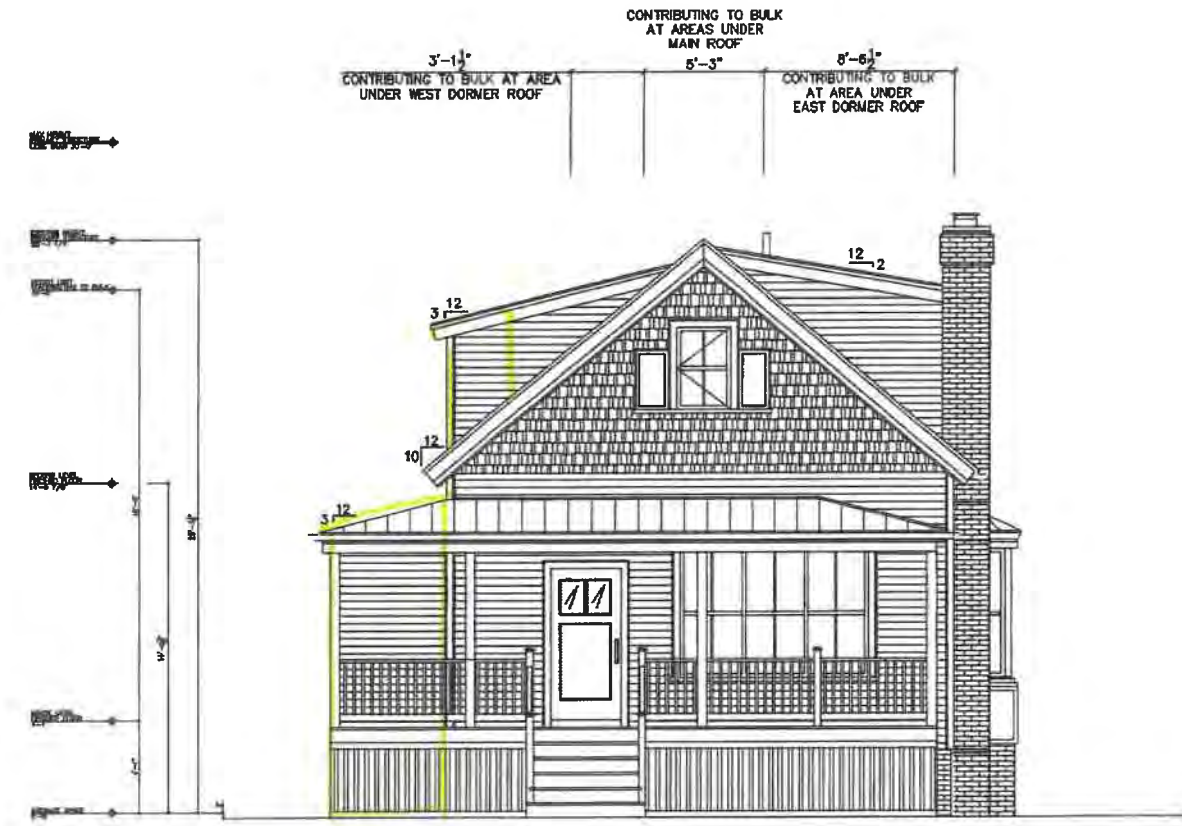
GROUP EXHIBIT B

The Plans

SOUTH ELEVATION - EXISTING AND PROPOSED



EXISTING SOUTH ELEVATION
EXISTING

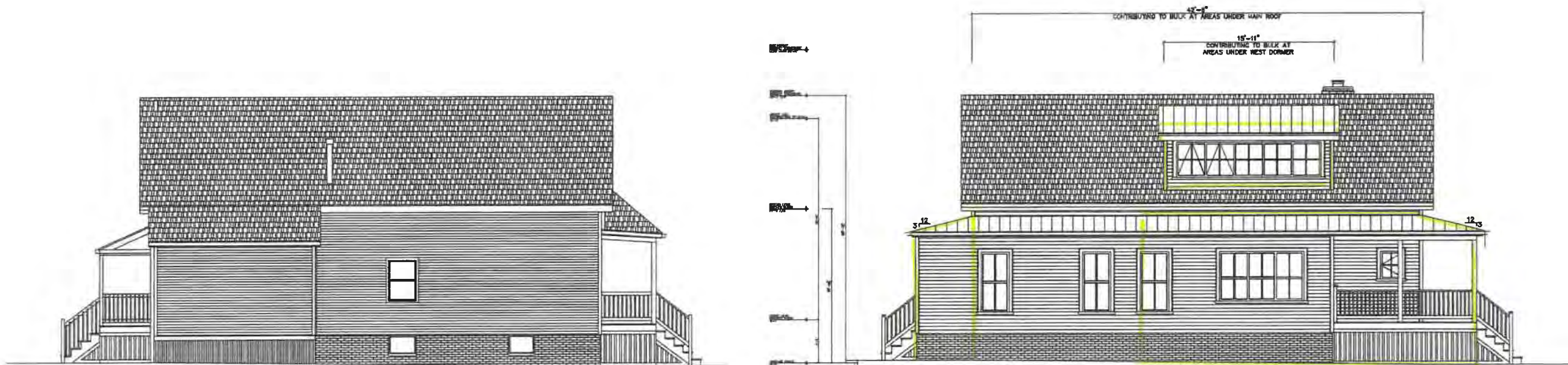


PROPOSED SOUTH ELEVATION
PROPOSED
ADDITIONAL ENCROACHMENT AREA

GROUP EXHIBIT B

The Plans

WEST ELEVATION – EXISTING AND PROPOSED



EXISTING WEST ELEVATION

EXISTING

PROPOSED WEST ELEVATION

PROPOSED

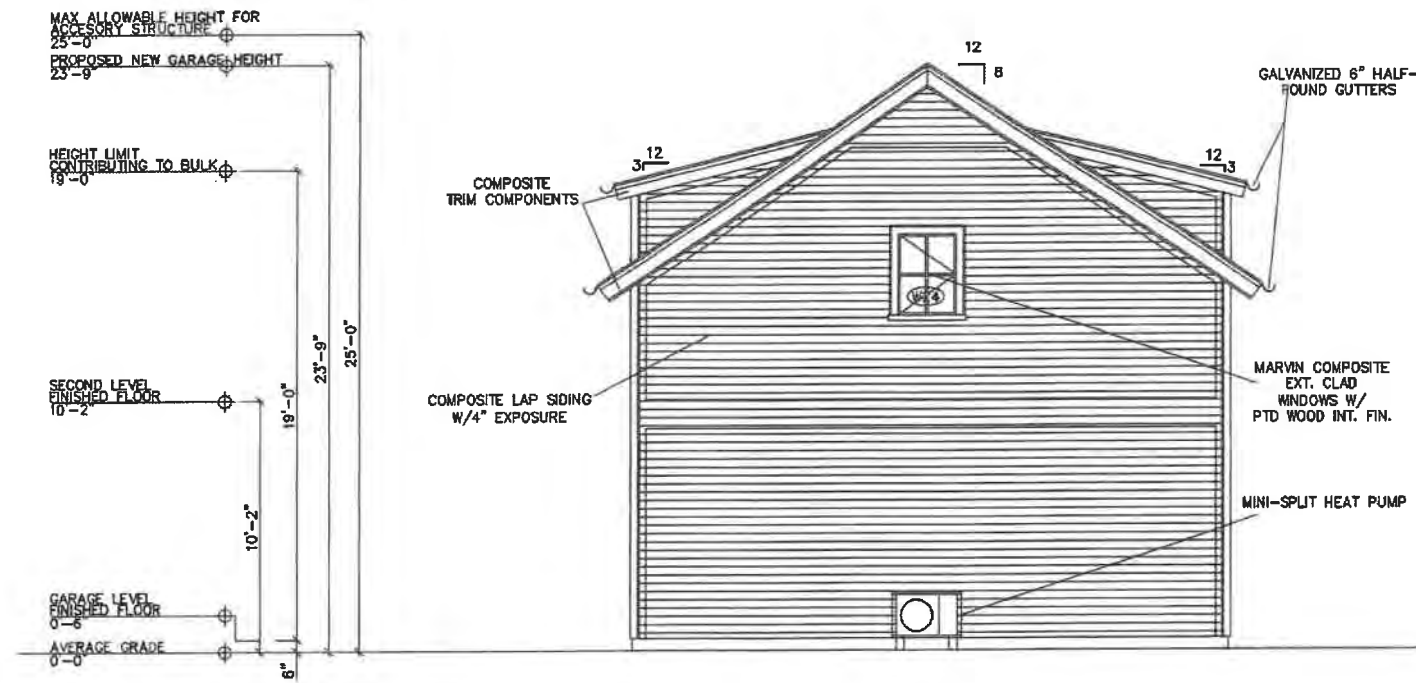
ADDITIONAL ENCROACHMENT AREA

GROUP EXHIBIT B

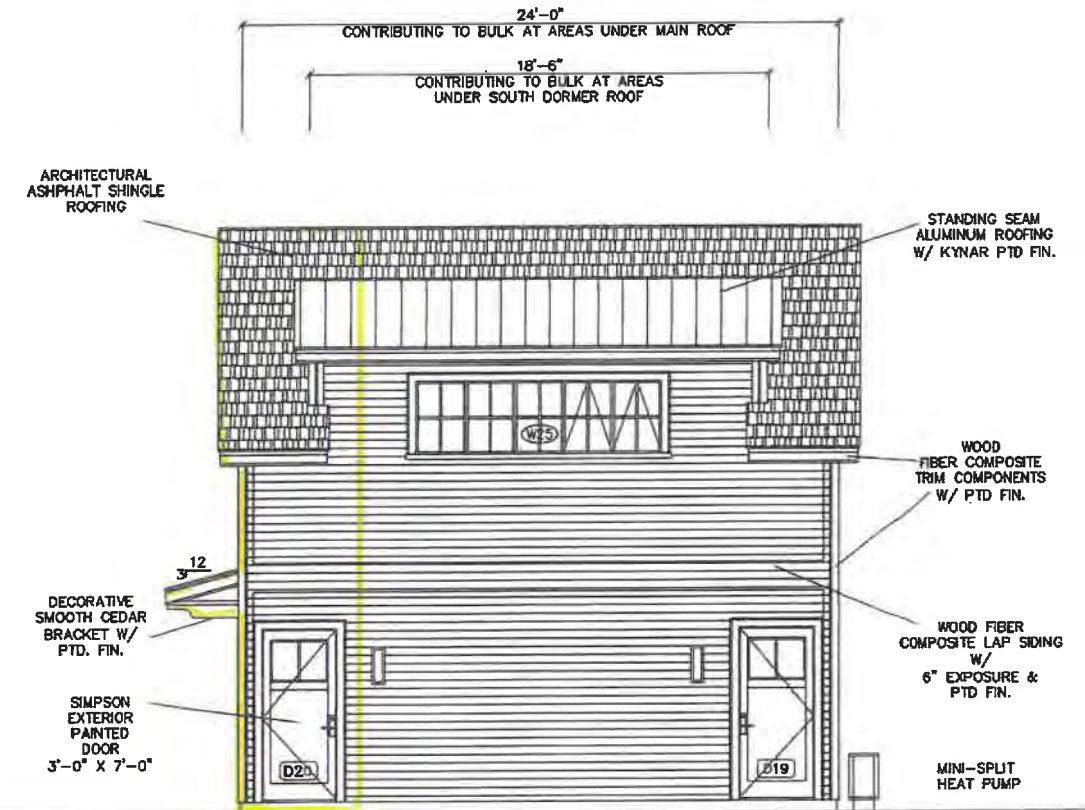
The Plans

284 GRANBY ROAD, LAKE FOREST - PROPOSED GARAGE ELEVATIONS

GARAGE ELEVATIONS - PROPOSED



NEW GARAGE
PROPOSED EAST ELEVATION



NEW GARAGE
PROPOSED SOUTH ELEVATION

**CITY OF LAKE FOREST
LAKE COUNTY, ILLINOIS**

**AN ORDINANCE APPROVING A
TOWER CONSTRUCTION AND LEASE AGREEMENT
WITH TOWERNORTH DEVELOPMENT, LLC**

WHEREAS, the City of Lake Forest (the “**City**”) is an Illinois home rule municipal corporation;

WHEREAS, TowerNorth Development, LLC (the “**Tenant**”), is a corporate entity with a principal place of business at 24—Ansys Drive, Suite 100, Cannonsburg, PA 15317;

WHEREAS, Section 11-75-1 of the Illinois Municipal Code, 65 ILCS 5/11-75-1, authorizes the City to lease space located on land owned by the City to any person for any term not exceeding ninety-nine years;

WHEREAS, the City has negotiated with the Tenant a certain lease (the “**Lease**”) for the use of defined property in and around the property commonly known as 1381 Kennedy Drive, Lake Forest, Illinois (the “**Property**”) for the construction, operation and maintenance of Tenant’s telecommunications facilities and appurtenant improvements;

WHEREAS, the City Council finds that the Lease does not provide authority for Tenant to erect any permanent building on the Property which shall be considered a fixture thereon;

WHEREAS, the City Council has reviewed the Lease and find that granting the Lease to the Tenant is in the best interest of and shall advance the health, safety and welfare of the City of Lake Forest.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Lake Forest, Lake County, Illinois, in exercise of its home rule power, as follows:

1. Recitals. The Mayor and City Council find the foregoing recitals to be true and correct and represent the purpose and intent of this Ordinance and as such are incorporated as though fully set forth herein. The Mayor and City Council desire for this Ordinance to be liberally construed to most effectively accomplish the purpose and intent so described.

2. Lease. A copy of the Lease is attached hereto as Exhibit A and incorporated as though fully set forth herein. The principal terms of the lease are as follows:

Initial Term:	5 years
No. of Renewal Terms:	9 x 5 years
Initial Rent:	\$125,000 lump sum payment plus revenue sharing from subtenants
Area of Leased Premises:	5,625 sq. ft.

3. Approval. The Mayor and City Council hereby exercise the power and authority described in Section 11-75-1 to approve the Lease and direct and authorize the City Manager to execute such Lease in the manner required by law. In the event of any lack of authority provided under Section 11-75-1, the City intends for this ordinance to also represent an exercise of its home rule authority to the greatest extent permitted by law.

4. This Ordinance shall become effective immediately upon passage and approval in the manner provided by law.

Passed this 16th day of March, 2026.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this 16th day of March, 2026.

Mayor

ATTEST:

City Clerk

EXHIBIT A

TOWER CONSTRUCTION AND LEASE AGREEMENT WITH TOWNORTH DEVELOPMENT, LLC

SITE NAME: City of Lake Forest Compost Center

SITE NUMBER:

TOWER CONSTRUCTION AND LEASE AGREEMENT

THIS TOWER CONSTRUCTION AND LEASE AGREEMENT (this “**Agreement**”) is made effective as of this _____ day of _____, 2026 (the “**Effective Date**”), by and between CITY OF LAKE FOREST (“**Lessor**”) with its principal offices located at 220 East Deerpath, Lake Forest, Illinois 60045 and TOWNORTH DEVELOPMENT, LLC, (“**Lessee**”) with its principal offices at 2400 Ansys Drive, Suite 100, Cannonsburg, Pennsylvania 15317. The Lessor and Lessee are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**”.

RECITALS:

A. Lessor is the fee simple owner of that land and property located within the State of Illinois, City of Lake Forest, commonly referred to as Parcel Number 16-06-100-002 and located at 1381 Kennedy Drive, Lake Forest, Illinois, legally described on the attached Exhibit A (the “**Property**”); and

B. Lessor desires to lease to Lessee, and Lessee desires lease from Lessor, pursuant to the terms and conditions set forth in this Agreement, a portion of the Property measuring 5,625 square feet of space (the “**Land Space**”), together with non-exclusive easements over, across, under and through the Property for ingress, egress, access, regress and parking and the installation and maintenance of cables, utilities and lines (collectively, the “**Access/Utility Easements**”) each being approximately located as shown on Exhibit B (the Land Space and the Easements are collectively referred to herein as the “**Premises**”), for the purpose of constructing, operating, maintaining, removing, replacing and modifying a communications facility for Tenant’s use and the use thereof by Tenant’s subtenants, licensees and customers, all as more particularly set forth herein.

NOW THEREFORE, In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the Land Space and grants to Lessee, its successors, assigns, for its use and the use thereof by Lessee’s subtenants, licensees, invitees, and customers, and each of their respective employees, contractors and agents, the use of the Access/Utility Easement for ingress, egress, regress, access and parking seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, cranes and heavy equipment and the installation, construction, modification, operation and maintenance of above and below ground electrical, telephone, fiberoptic and other lines, cables, conduit, pipes, poles, equipment boxes, pull boxes and ancillary improvements. To the greatest extent possible, the Access/Utility Easement shall be coterminous or contiguous and parallel to minimize the degree to interference with the Property.

In the event any public utility is unable to use the Access/Utility Easement, the Lessor hereby agrees to grant an additional easement(s) either to the Lessee or to the public utility at no cost to the Lessee, provided that such additional easement(s) do not materially interfere with the Lessor’s use and occupation of the Property.

2. **PERMITTED USE.** The Premises may be used by Lessee for the construction, modification, operation, maintenance, repair, removal and replacement of a communications tower facility (the “**Tower**”) of not more than one hundred sixty (160) feet in height above ground level, and the installation by Lessee and Lessee’s tenants, subtenants, customers and invitees of radio transmitting and receiving antennae, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances, as well as cabinets, shelters, fences, landscaping, screening and related installations and improvements (collectively, “**Tower Appurtenances**”) (the “**Permitted Use**”).

3. **PLAN REVIEW.** Prior to applying for a building permit for the initial construction of the Tower or any Major Modification thereof (as defined below), Lessee shall submit their respective construction and antenna drawings (the “**Plans**”) to Lessor for approval. The Plans shall include, but not be limited to, such fencing and safety requirements as are reasonably required by Lessor and a description of all large equipment or vehicles to be employed for the work. Lessor shall review such drawings within twenty (20) business days of receipt thereof. If Lessor does not request changes within such twenty (20) day period, Lessors approval shall be deemed granted. Lessor’s review and acceptance (or approval) shall not be for determining the propriety, accuracy or completeness of the Lessee’s work or design, other than as they relate to the Lessor’s general use of the Property, nor for the purpose of granting a building permit, and therefore shall not create any liability on the part of the Lessor for errors, omissions or inconsistencies or other fault in the Lessee’s work. A “Major Modification” shall include material, significant or substantial changes to the overall design of the Tower, an increase in height of the Tower, and shall not include any addition, modification, removal, replacement of the communications fixtures, including additional lines, cables, conduit, antennas, dishes, equipment, transmitters, radios, shelters (unless not shown on previously reviewed Plans), cabinets (unless not shown on previously reviewed Plans), electrical, telephone, fiberoptic and ancillary supporting structures and installations appurtenant to the Tower.

4. **RESTORATION OF PROPERTY.** Within thirty (30) days from the date of completion of all construction activity (or as soon as possible thereafter weather conditions permitting), whether upon installation or later maintenance, repair and replacement of the Tower or any Tower Appurtenances, Lessee shall restore or cause to be restored any damage to the Property caused by Lessee including any landscaping, as nearly as may be, to the same condition that existed immediately prior to the commencement of such activities by Lessee, reasonable wear and tear or damage by casualty excepted.

5. **SURVEY.** Lessee shall have the right to survey the Property and the Premises, which such survey and metes and bounds legal description shall then become Exhibit C, incorporated herein, and shall control in the event of discrepancies between it and Exhibit B, provided that such survey shall not be construed to enlarge or diminish the rights herein granted. Cost for such work shall be borne by the Lessee.

6. **LESSOR EQUIPMENT.** Subject to the execution of a separate tower license agreement between Lessor, as licensee and Lessee, as licensor, in a form mutually acceptable to the parties (such document, the “**Tower Space License**”), during the term of this Agreement, Lessor

shall have the right without the payment of rent, license or occupancy fee to Lessee, to utilize vertical space on the Tower at a height to be mutually agreed upon, but in no event more than one hundred fifteen (115) feet above ground level, for the installation and operation by Lessor of Lessor's antennas and related equipment (the "**Lessor Tower Equipment**"). Lessor shall not lease, license or allow any Lessor Tower Equipment to be used by any third party without the prior written consent of Lessee, in its sole discretion. Lessor shall be responsible for the cost of obtaining, installing, operating and maintaining all equipment of Lessor, including the Lessor Tower Equipment.

Lessee shall comply with all applicable laws related to the use of the Premises by Lessor, including obtaining applicable building permits and authorizations. Lessee's improvements shall be completed in accordance with all applicable building codes and will conform to all applicable governing codes and ordinances. Lessee undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, its construction and compliance with all applicable code requirements and regulations of governmental authorities having jurisdiction, and Lessee agrees to remedy or correct any deficiencies with such compliance. The construction shall be conducted by appropriately authorized and licensed personnel. The construction work shall proceed without interference or disruption, or minimization of same, to the current operations of the Lessor.

7. INTENTIONALLY OMITTED.

8. NO LIENS. Lessee shall: (A) pay before delinquency all costs and expenses of work done or caused to be done by Lessee; (B) keep the title to the Property and every part thereof free and clear of any lien or encumbrance caused directly by the work on the Property by Lessee; and (C) indemnify and hold harmless Lessor against any claim, loss, cost, demand (including reasonable legal fees), whether in respect of liens or otherwise, arising out of the supply of material, services, or labor for Lessee's work. Lessee shall notify Lessor of any lien, claim of lien, or other action of which Lessee has knowledge which affects the title to the Property or any part thereof and is due to Lessee's work, and shall cause the same to be removed within sixty (60) days (or such additional time as Lessor may consent to in writing), either by paying and discharging such lien or by posting a bond or such other security as may be reasonably satisfactory to the Lessor. If Lessee fails to remove same within with said time period, Lessor may take such action as Lessor deems necessary to remove the same and the entire cost thereof shall be immediately due and payable by Lessee to Lessor.

9. TERM. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the first day of the first month following the date Lessee actually commences construction on the Premises (either, the "**Commencement Date**"). The Parties agree that they shall acknowledge in writing the Commencement Date. Following the full execution of this Agreement, Lessee shall commence and diligently pursue completion of all required due diligence, Governmental Approvals (as defined below), authorizations and other licenses, permits, reports, and inspections necessary to commence construction of the Tower and Tower Appurtenances. Lessee shall deliver to Lessor quarterly progress reports describing (a) the Governmental Approvals applied for as of such date; (b) the Governmental Approvals received as of such date; (c) the Governmental Approvals still required to be applied for and received; (d) Lessee's good faith estimate for when

it will receive all necessary Governmental Approvals. If Lessee has not received all Government Approvals eighteen (18) months after the Effective Date, the Lessor may deliver to Lessee a final deadline for Lessee to obtain all such Governmental Approvals, which date may be extended only with the mutual agreement of the parties. In the event Lessee fails to obtain all Governmental Approvals by the final deadline, as amended or extended, Lessor shall have the right to terminate this Agreement by providing not less than ten (10) days notice to Lessee, except, however, that such right of termination shall not apply for any Governmental Approvals that are to be issued by Lessor.

10. EXTENSIONS. This Agreement shall automatically be extended for nine (9) additional five (5) year terms unless Lessee terminates it at the end of the then current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

11. ELECTRICAL. Lessor shall, at all times during the Term, obtain separate electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, Lessee shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Lessee's installation. In the alternative, if permitted by the local utility company servicing the Premises, Lessee shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by Lessee's installation. In the event such sub-meter is installed, the Lessee shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the Lessee shall pay the Lessor thirty (30) days after receipt of an invoice from Lessor indicating the usage amount based upon Lessor's reading of the sub-meter. Lessee shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises. Lessee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

12. CONSIDERATION.

a. Lump Sum Payment.

- (i) Lessee shall pay to Lessor, within thirty (30) days following the Effective Date, a lump sum payment of Twenty Five Thousand and No/100 Dollars (\$25,000.00).
- (ii) Lessee shall pay to Lessor, within thirty (30) days following the Commencement Date, a lump sum payment of One Hundred Thousand and No/100 Dollars (\$100,000.00).

b. Recurring Rent. Following the Commencement Date, Lessee shall pay to Lessor an amount equal to the greater of (i) Five Hundred and No/100 Dollars (\$500.00) per month or (ii) an amount equal to thirty percent (30%) of the recurring rent, license or occupancy fee owed to Lessee from broadband wireless communications operator (i.e. AT&T, Verizon Wireless, T-Mobile, Dish Network or similar nationally recognized broadband wireless carriers, hereinafter a "**Broadband Subtenant**")The subtenant gross monthly rental fee used as the basis to calculate LESSEE's rent hereunder shall not be reduced as a result of any credits, abatements or deductions

provided for in LESSEE's sublease solely for the convenience of the LESSEE and its subtenant. . In addition, and not by way of duplication, Lessee shall pay to Lessor an amount equal to thirty percent (30%) of the recurring rent, license or occupancy fee actually received by Lessee from non-broadband wireless communications operator (paging companies, two-way radio operators, emergency services, 911 service, ambulance, wireless meter reading companies, Wi-Fi or fixed broadband, etc., hereinafter a "**Non-Broadband Subtenant**"). Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

c. For any party to whom rental payments are to be made, Lessor or any successor in interest of Lessor hereby agrees to provide to Lessee (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) any other documentation necessary for Lessee to comply with tax and information return reporting rules of the Internal Revenue Service or state and local governments. Rental shall accrue in accordance with this Agreement, but Lessee shall have no obligation to deliver rental payments until the requested documentation has been received by Lessee. Upon receipt of the requested documentation, Lessee shall deliver the accrued rental payments as directed by Lessor.

d. Tower Removal Bond. In order to further assure Lessor that Lessee's improvements will be properly removed and the Premises returned to Lessor in accordance with this Agreement, contemporaneous with any termination of this Agreement Lessee or, not less than fifteen (15) days prior to the expiration of this Agreement, Lessee shall provide to Lessor a surety bond, in a form reasonably acceptable to Lessor, in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) as security for its obligation to remove the Tower and restore the Premises as set forth herein. Lessor shall be the named obligee on the bond. At the end of the Term of this Agreement, if Lessee has not removed all its personal property from the Premises and restored same to the condition required in Paragraph 22 of this Agreement, Lessor may draw on the bond to remove the improvements and restore the Premises as necessary. Nothing contained herein shall be construed to limit Lessor's damages to the amount of the bond if it is forced to remove Lessee's improvements and/or restore the Premises.

13. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's leasehold interest, use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's leasehold interest, improvements and/or LESSEE's use of the Premises. LESSEE shall be solely responsible for and shall timely pay all real estate taxes levied and assessed against its leasehold estate. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except

as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Lessee is wholly or partly responsible for payment. Lessor shall reasonably cooperate with Lessee at Lessee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Lessee, there is a reduction, credit or repayment received by the Lessor for any taxes previously paid by Lessee, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment. In the event that Lessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Lessor will pursue such dispute at Lessee's sole cost and expense upon written request of Lessee.

14. GOVERNMENTAL APPROVALS. All improvements, equipment, antennas and conduits shall be at Lessee's expense and their installation shall be at the discretion and option of Lessee and contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively the "**Governmental Approvals**") that may be required by any Federal, State or Local authorities. Lessee shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof, and the frequencies over which the equipment operates (subject to the provisions of Paragraph 21 below), whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term, provided Lessee obtains all Governmental Approvals. Lessor shall cooperate with Lessee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Lessee.

15. TERMINATION.

a. By Lessee. In the event that (i) any of Lessee's applications for Governmental Approvals pertaining to the initial installation of Lessee's equipment on the Premises are finally rejected; (ii) any Governmental Approval issued to Lessee is finally canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority without the ability to restore, renew or extend such Government Approvals; (iii) Lessee determines that any soil boring tests or structural analysis pertaining to its initial installation is unsatisfactory; or (iv) Lessee determines that the Premises is no longer technically or structurally compatible for its use; Lessee shall have the right to terminate this Agreement. Notice of Lessee's exercise of its right to terminate shall be given to Lessor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Lessee, or upon such later date as designated by Lessee. All rentals paid to said termination date shall be retained by Lessor. Upon such termination, and following restoration as provided in Section 22, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the Lessee shall have no further obligations for the payment of rent to Lessor.

b. By Lessor. Lessor may terminate this Agreement (i) following a determination by a qualified engineer (using appropriate instruments which are properly calibrated) that the power density levels emitted from Lessee's equipment located on the Property exceeds the levels permitted by the Federal Communications Commission ("FCC") at points accessible to and intended for the general public and the inability of Lessee to bring its equipment into compliance with such standard within sixty (60) days after receipt of a written copy of Lessor's engineering findings; (ii) Lessee's default on any payments due hereunder for more than sixty (60) days; or, (iii) if Lessee abandons the Premises for a period of twelve (12) consecutive months.

16. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of misconduct for which the indemnifying Party, its employees, contractors or agents, are found liable under the laws of the State of Illinois, except to the extent such claims or damages may be due to or caused by the misconduct of the other Party, or its employees, contractors or agents, for which the other Party is found liable under the laws of the State of Illinois. The Party receiving indemnification shall have a duty to cooperate in good faith with the indemnifying Party to the extent such cooperation does not result in a conflict of interest. The Parties acknowledge that Lessor's ability to indemnify Lessee may be limited by state law.

17. INSURANCE.

a. Lessee, at its own cost and expense, will maintain commercial general liability insurance with limits of \$4,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property in any one occurrence (which amount may be satisfied by an umbrella policy). The Lessee agrees to include the Lessor as an additional insured as its interest may appear under this Agreement.

b. Lessor shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time. Lessor's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

c. In addition, Lessee shall carry and maintain workers' compensation insurance in the statutory amount throughout the Term of this Lease.

d. Lessee shall provide Lessor with a certificate of insurance evidencing the coverage required by this paragraph 17 within fifteen (15) days of the Commencement Date. Upon receipt of notice from its insurer(s), Lessee shall use its best efforts to provide Lessor with thirty (30) days' written notice prior to any cancellation.

e. Under no circumstances shall the Lessor be deemed to have waived any of the insurance requirements of this Lease by: (A) allowing any work to commence before receipt of certificates of insurance or additional insured endorsements; (B) by failing to review any certificates or documents received; or (C) by failing to advise the Lessee that any certificate of insurance fails to contain all of the required insurance provisions or is otherwise deficient in any manner. The Lessee agrees that the obligation to provide the insurance required by these documents is solely Lessee's responsibility and that Lessee's obligations cannot be waived by any act or omission of the Lessor.

18. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 16 and 38 herein, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

19. ACCESS TO TOWER. Lessor agrees the Lessee, its agents, contractors, employees, customers, licensees and sublessees shall have free access to the Tower at all times for the purpose of installing and maintaining the Tower and the equipment of such customers, licensees and sublessees. Lessor shall furnish Lessee with necessary means of access for the purpose of ingress and egress to the Premises and Tower. Except in the event of an emergency or other exigent circumstance, Lessee shall use commercially reasonable efforts to provide 24 hours' prior notice to Lessor before accessing the Premises. In addition, except in the event of an emergency or other exigent circumstance, prior to commencing any use of the Access/Utility Easement in a manner that is reasonably likely to materially interfere with or prohibit the use and operation of the Property by Lessor, including the ingress, egress, and access thereto for the public, Lessee shall provide not less than five (5) days' notice and shall cooperate with Lessor to schedule, coordinate, plan and complete such work to mitigate the disruption to Lessor's use of the Property.

20. IDENTIFICATION AND MARKING. Lessee shall require its tenants, subtenants and licensees, to identify all antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines tagged at the conduit opening where it enters any user's equipment space. Lessor shall comply with such requirements for the Lessor Equipment.

21. INTERFERENCE. Lessee agrees to install equipment of the type and frequency which will not cause harmful interference, which is measurable in accordance with then existing industry and FCC standards, to any equipment of Lessor or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties or prior to the date Lessee installs equipment operating at new frequencies. Lessor shall not use, nor shall Lessor permit its tenants, licensees, employees, invitees or agents to use any portion of the Property in any way that interferes with Lessee's Permitted Use of the Premises. In the event any after-installed Lessee's equipment causes such interference, and after Lessor has notified Lessee via telephone to Lessee's Network Operations Center, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference within forty eight (48) hours, including but not limited to, at Lessee's option, powering down such equipment and later powering up such

equipment for intermittent testing. In the event of any interference to Lessee's Permitted Use by Lessor, its tenants, licensees, employees or agents, Lessor will take all commercially reasonable steps necessary to correct and eliminate the interference within forty eight (48) hours. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to Lessor (at 847-234-2600), Lessor shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

22. REMOVAL AT END OF TERM. Lessee shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove the Tower and Tower Appurtenances to a depth of three (3) feet below grade and all Lessee's personal property and restore the grade of the Premises to that of the surrounding Property, reasonable wear and tear and casualty damage excepted. Lessor agrees and acknowledges that Tower and Tower Appurtenances of Lessee shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws, provided that Lessee shall repair any damage to the remainder of the Premises and Property resulting from such removal. If such time for removal causes Lessee to remain on the Premises after termination of this Agreement, Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property and resulting repairs, if any, are completed.

23. HOLDOVER. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 22 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, Lessee holds over in violation of Paragraph 22 and this Paragraph 23, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 22 shall be equal to 150% of the rent applicable during the month immediately preceding such expiration or earlier termination.

24. RIGHT OF FIRST REFUSAL. If Lessor elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Lessee fails to meet such bona fide offer within thirty (30) days after written notice thereof from Lessor, Lessor may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. Notwithstanding the foregoing, this limited right of first refusal shall not apply to Lessor's election to sell Lessor's entire interest in the Property, nor shall it apply to Lessor's election to execute any lease.

25. RESERVED.

26. QUIET ENJOYMENT. Lessor covenants that Lessee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

27. TITLE. Lessor represents to Lessee as of the execution date of this Agreement, that Lessor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. Lessor further represents that there are no liens, judgments or impediments of title on the Property, or affecting Lessor's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by Lessee as set forth above.

28. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between Lessor and Lessee and that no verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

29. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

30. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may be sold, assigned or transferred only with the written consent of the Lessor, which such consent will not be unreasonably withheld, delayed or conditioned. Lessee shall provide Lessor with written notice as soon as practicable following any permitted assignment of this Agreement. As a condition precedent of any assignment requiring Lessor's consent under this Paragraph, Lessee shall provide Lessor:

- A) A redacted copy of the proposed Assignment Agreement between Lessee and the assignee;
- B) An Assignment and Assumption Agreement reasonably acceptable to Lessor, to be executed by Lessor, Lessee, and the assignee;
- C) Substitute surety bond from the assignee; and
- DC) Evidence from the assignee of all insurance required hereunder.

The assignee shall be bound by the terms and conditions of this Agreement. The assignment may not separate the rights and liabilities arising under the Agreement. In no event shall any assignment, for any reason whatsoever, cause or result in either Party being required to provide any additional notice or cure period than is otherwise required herein. Upon assignment of all of its rights pursuant to this Agreement, and the execution of a written assumption of all of the terms and conditions of the Lease by the assignee, Lessee shall be released from any further liability under this Agreement.

31. SUBLEASING. Lessee shall have the unreserved and unqualified right to sublet or license all or any of Premises, including the Tower, without the necessity of obtaining Lessor's consent; provided, however, that any sublessee or licensee who acquires a right to use the Premises after Lessee shall not be permitted to interfere with Lessee's use of the Premises.

32. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Lessor: City of Lake Forest
220 E. Deerpath
Lake Forest, Illinois 60045
Attention: City Manager

Lessee: TowerNorth Development, LLC
2400 Ansys Drive, #100
Cannonsburg, PA 15317
Attention:

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

33. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

34. SUBORDINATION AND NON-DISTURBANCE. Lessor shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At Lessor's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by Lessor which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to Lessee being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, Lessor shall obtain for Lessee's benefit a non-disturbance and attornment agreement in the form reasonably satisfactory to Lessee,

and containing the terms described below (the “Non-Disturbance Agreement”), and shall recognize Lessee's right to remain in occupancy of and have access to the Premises as long as Lessee is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's (“Lender's”) agreement that, if Lender or its successor-in-interest or any purchaser of Lender’s or its successor’s interest (a “Purchaser”) acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill Lessor's obligations under the Agreement, and (3) promptly cure all of the then-existing Lessor defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, Lessee will execute an agreement for Lender's benefit in which Lessee (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of Lessor's defaults, provided such cure is completed within the deadline applicable to Lessor. In the event Lessor defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, Lessee, may, at its sole option and without obligation, cure or correct Lessor's default and upon doing so, Lessee shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and Lessee shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by Lessee to cure or correct such defaults.

35. RECORDING. Lessor agrees to execute a Memorandum of this Agreement which Lessee may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments. Lessee agrees to record a release of the Memorandum promptly following the expiration or earlier termination of this Lease.

36. DEFAULT.

a. In the event there is a breach by Lessee with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, Lessor shall give Lessee written notice of such breach. After receipt of such written notice, Lessee shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided Lessee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessor may not maintain any action or effect any remedies for default against Lessee unless and until Lessee has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by Lessor with respect to any of the provisions of this Agreement or its obligations under it, Lessee shall give Lessor written notice of such breach. After receipt of such written notice, Lessor shall have thirty (30) days in which to cure any such breach, provided Lessor shall have such extended period as may be required beyond the thirty (30)

days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessor commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessee may not maintain any action or effect any remedies for default against Lessor unless and until Lessor has failed to cure the breach within the time periods provided in this Paragraph.

37. REMEDIES.

c. Against Lessee: In the event of a default by Lessee with respect to a material provision of this Agreement, without limiting the Lessor in the exercise of any right or remedy which the Lessor may have by reason of such default, the Lessor may terminate the Agreement and/or pursue any remedy now or hereafter available to the Lessor under the Laws or judicial decisions of the State in which the Premises are located; provided, however, Lessor shall use reasonable efforts to mitigate its damages in connection with a default by Lessee.

d. Against Lessor: Upon a default by the Lessor with respect to a material provision of this Agreement, the Lessee may terminate the Agreement and/or pursue any remedy now or hereafter available to the Lessor under the Laws or judicial decisions of the State in which the Premises are located; provided, however, Lessee shall use reasonable efforts to mitigate its damages in connection with a default by Lessor and/or pursue specific performance. Except in the event of intentional misconduct by Lessor's employees, the limit of any monetary damages against Lessor shall be the amount of rent paid during the preceding twenty four months.

38. ENVIRONMENTAL.

a. Lessor will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of Lessee in the Premises.

b. Each Party shall hold the other Party harmless and indemnify the other Party from and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) the indemnifying Party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by the other Party; and b) the indemnifying Party's acts or omissions resulting in any unlawful environmental or industrial hygiene conditions.

c. Lessee shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety (“EH&S Laws”). Lessee shall indemnify and hold harmless Lessor from claims to the extent resulting from Lessee’s violation of any applicable EH&S Laws or to the extent that Lessee causes a release of any regulated substance to the environment. Lessor shall indemnify and hold harmless Lessee from all claims resulting from the Lessor’s violation of any applicable EH&S Laws or Lessor’s release of any regulated substance to the environment except to the extent resulting from the activities of Lessee. The Parties recognize that Lessee is only leasing a small portion of Lessor’s property and that Lessee shall not be responsible for any environmental condition or issue except to the extent resulting from Lessee’s specific activities and responsibilities. In the event that Lessee encounters any hazardous substances that do not result from its activities, Lessee may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if Lessee desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, Lessor agrees to sign or cause to be signed any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

39. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within one hundred twenty (120) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee’s operations at the Premises for more than one hundred twenty (120) days, then Lessee may, at any time following such fire or other casualty, provided Lessor has not completed the restoration required to permit Lessee to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to Lessor. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Lessee’s use of the Premises is impaired.

40. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, and Lessee, in Lessee’s sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt Lessee’s operations at the Premises for more than one hundred twenty (120) days, Lessee may, at Lessee’s option, to be exercised in writing within fifteen (15) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If Lessee does not terminate

this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining.

41. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

42. APPLICABLE LAWS. During the Term, Lessor shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, and building codes, now in effect or which may hereafter come into effect (collectively "Laws"). Lessee shall, in respect to the condition of the Premises and at Lessee's sole cost and expense, comply with (a) all Laws relating solely to Lessee's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by Lessee in the Premises.

43. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

44. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[Signatures On Next Page]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

Lessor:

City of Lake Forest

By: _____
Name: _____
Its: _____
Date: _____

Lessee:

TowerNorth Development, LLC

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT "A"

The Property

ALL THAT PARCEL OF LAND IN THE CITY OF LAKE FOREST IN THE COUNTY OF LAKE AND STATE OF ILLINOIS AS MORE FULLY DESCRIBED IN DEED AND BOOK 1320 PAGE 581 AND PARCEL # 1606100002, BEING KNOWN AND DESIGNATED AS:

PARCEL NUMBER: 1606100002

BY FEE SIMPLE DEED FROM MARY YORE REILLY FORMERLY KNOWN AS MARY ROSE YORE AND THOMAS FRANCIS YORE, TRUSTEES UNDER THE LAST WILL AND TESTAMENT OF THOMAS F. YORE AS SET FORTH IN DEED BOOK / PAGE : 1320 / 581, DATED 03/02/1955 AND RECORDED 03/02/1955, LAKE COUNTY RECORDS, STATE OF ILLINOIS.

EXHIBIT "B"

The Premises

LAND SPACE

A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION SIX (6), TOWNSHIP FORTY-THREE (43) NORTH, RANGE TWELVE (12) EAST, THIRD PRINCIPAL MERIDIAN, CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS CONTAINING 5,400 SQUARE FEET (0.124 ACRES) OF LAND AND BEING DESCRIBED BY:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE S89°-52'-19"E 1941.20 FEET ALONG THE NORTH LINE OF THE NW1/4 OF SAID SECTION 6; THENCE S00°-07'-41"W 1052.82 FEET TO THE POINT OF BEGINNING; THENCE S06°-40'-51"E 60.00 FEET; THENCE S83°-19'-09"W 90.00 FEET; THENCE N06°-40'-51"W 60.00 FEET; THENCE N83°-19'-09"E 90.00 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

ACCESS & UTILITY EASEMENT

A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION SIX (6), TOWNSHIP FORTY-THREE (43) NORTH, RANGE TWELVE (12) EAST, THIRD PRINCIPAL MERIDIAN, CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS CONTAINING 41,342 SQUARE FEET (0.949 ACRES) OF LAND AND BEING DESCRIBED BY:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE S89°-52'-19"E 1941.20 FEET ALONG THE NORTH LINE OF THE NW1/4 OF SAID SECTION 6; THENCE S00°-07'-41"W 1052.82 FEET TO THE POINT OF BEGINNING; THENCE S83°-19'-09"W 12.79 FEET; THENCE N06°-40'-51"W 10.26 FEET; THENCE N57°-55'-40"W 87.50 FEET; THENCE N29°-19'-06"W 137.68 FEET; THENCE N81°-26'-57"W 80.12 FEET; THENCE N66°-39'-59"W 57.30 FEET; THENCE N11°-37'-07"W 87.68 FEET; THENCE N70°-28'-03"W 134.91 FEET; THENCE N13°-58'-20"W 62.58 FEET; THENCE N10°-19'-46"E 175.31 FEET; THENCE N15°-10'-29"E 206.57 FEET; THENCE N44°-44'-58"W 187.25 FEET; THENCE N25°-55'-01"W 81.53 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF W. KENNEDY ROAD; THENCE N86°-37'-54"E 32.48 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE S25°-55'-01"E 64.10 FEET; THENCE S44°-44'-58"E 199.57 FEET; THENCE S15°-10'-29"W 222.59 FEET; THENCE S10°-19'-46"W 167.58 FEET; THENCE S13°-58'-20"E 40.00 FEET; THENCE S70°-28'-03"E 135.71 FEET; THENCE S11°-37'-07"E 88.96 FEET; THENCE S66°-39'-59"E 37.78 FEET; THENCE S81°-26'-57"E 90.90 FEET; THENCE S29°-19'-06"E 144.71 FEET; THENCE S57°-55'-40"E 110.63 FEET; THENCE S06°-40'-51"E 74.39 FEET; THENCE S83°-19'-09"W 30.00 FEET; THENCE N06°-40'-51"W 60.00 FEET TO THE POINT OF BEGINNING; BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

10' WIDE UTILITY EASEMENT

A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION SIX (6), TOWNSHIP FORTY-THREE (43) NORTH, RANGE TWELVE (12) EAST, THIRD PRINCIPAL MERIDIAN, CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS CONTAINING 754 SQUARE FEET (0.017 ACRES) OF LAND AND BEING DESCRIBED BY:

EXHIBIT "B"

The Premises

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE S89°-52'-19"E 1941.20 FEET ALONG THE NORTH LINE OF THE NW1/4 OF SAID SECTION 6; THENCE S00°-07'-41"W 1052.82 FEET; THENCE S83°-19'-09"W 12.79 FEET; THENCE N06°-40'-51"W 10.26 FEET; THENCE N57°-55'-40"W 87.50 FEET; THENCE N29°-19'-06"W 137.68 FEET; THENCE N81°-26'-57"W 80.12 FEET; THENCE N66°-39'-59"W 57.30 FEET; THENCE N11°-37'-07"W 87.68 FEET; THENCE N70°-28'-03"W 134.91 FEET TO THE POINT OF BEGINNING; THENCE N85°-25'-49"W 77.04 FEET; THENCE N04°-34'-11"E 10.00 FEET; THENCE S85°-25'-49"E 73.69 FEET; THENCE S13°-58'-20"E 10.55 FEET TO THE POINT OF BEGINNING; BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT "B"

The Premises

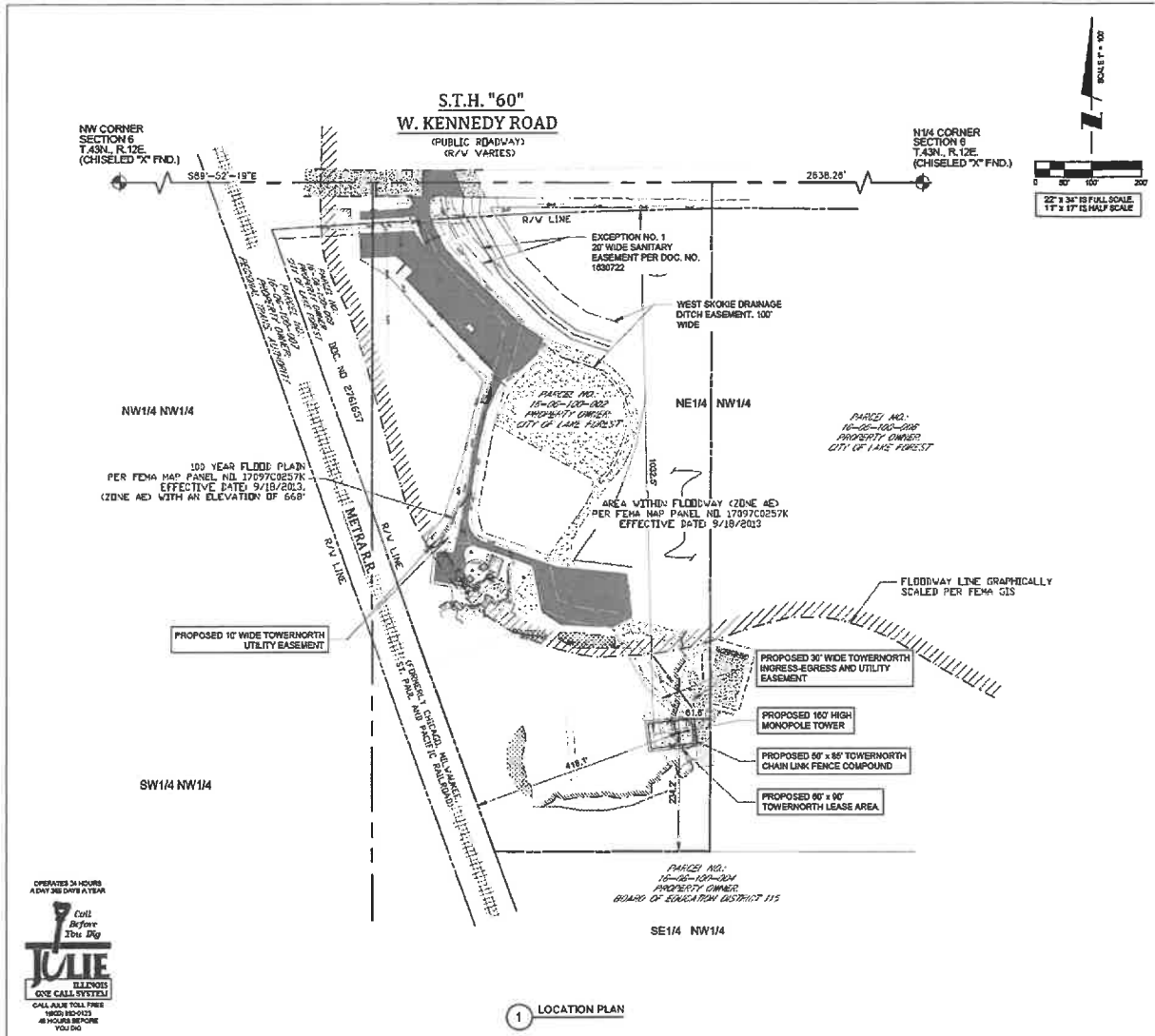


EXHIBIT "B"

The Premises

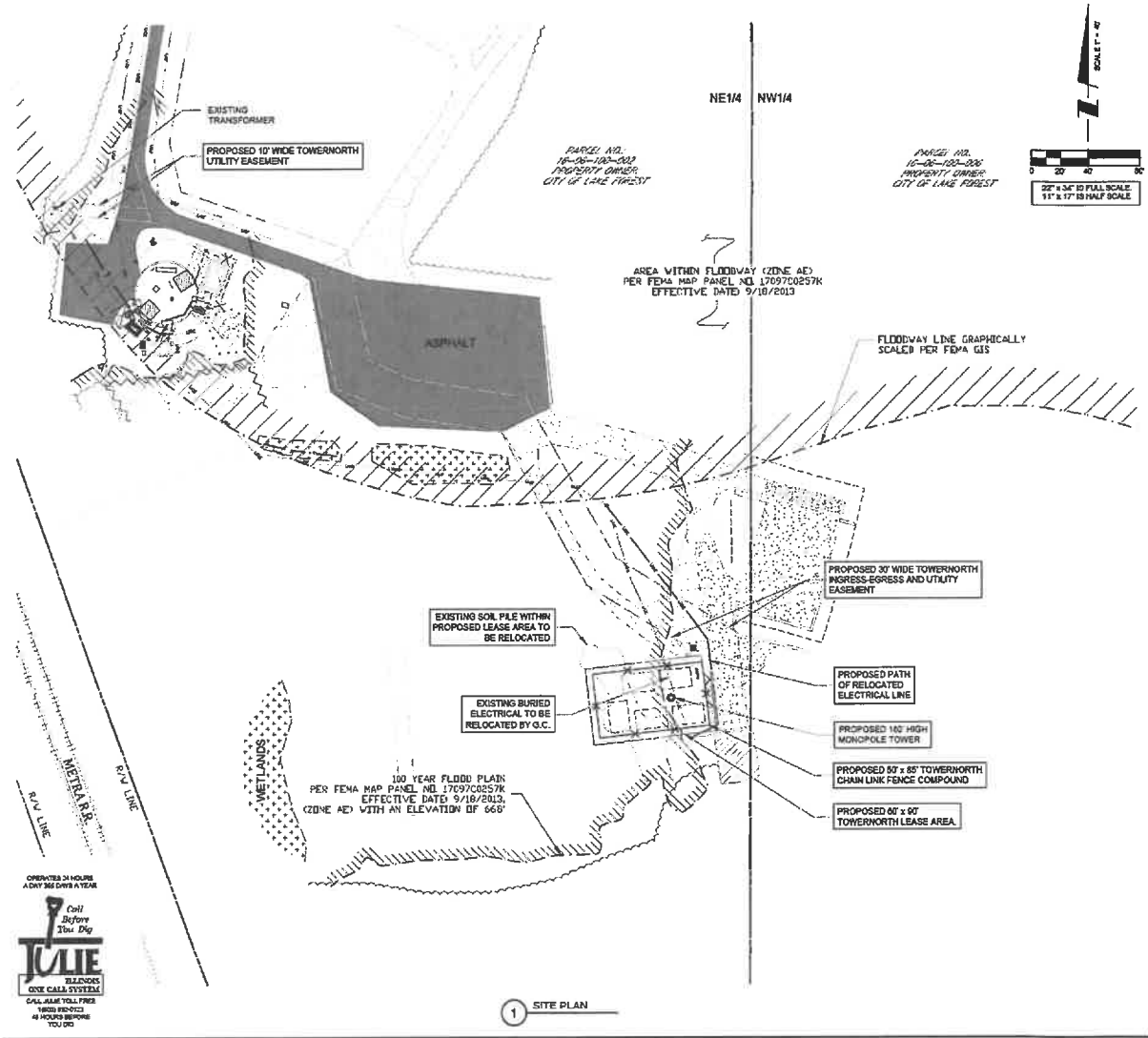


EXHIBIT "B"

The Premises

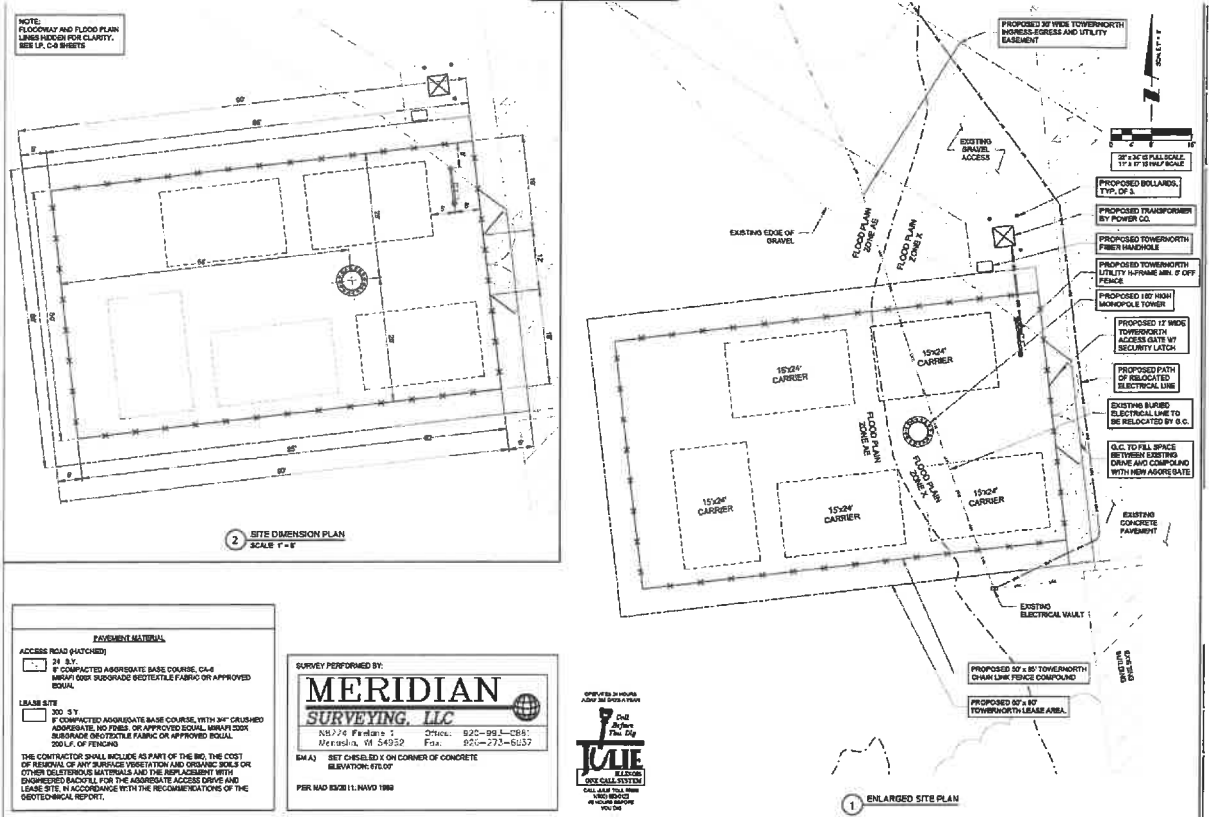


EXHIBIT "B"

The Premises

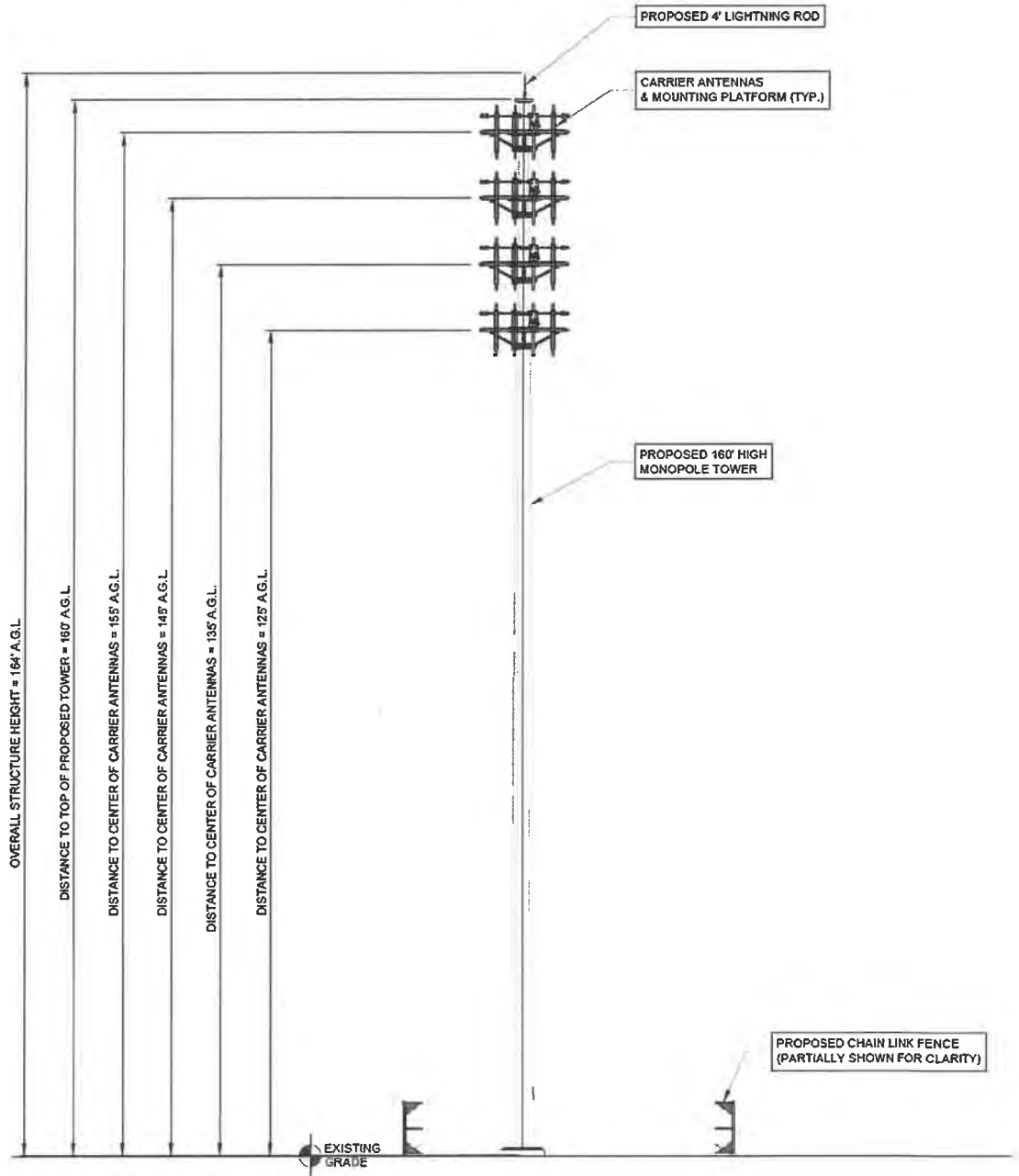


EXHIBIT “C”

Approved Plans

(see attached)