

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

Monday, August 3, 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
Peter Clemens, Alderman First Ward
John Powers, Alderman Second Ward
Rosemary C. Kehr, Alderman Second Ward

Alice LeVert, Alderman Third Ward
Nick Bothfeld, Alderman Third Ward
Richard Walther, Alderman Fourth Ward
Lloyd Culbertson, Alderman Fourth Ward

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

2. COMMENTS BY CITY MANAGER

A. Community Spotlight

-Friends of Lake Forest Library
- Tanya Huang, Executive Director

B. Police Station Construction Update

- John Burke, Chief of Police

C. Student Resource Officer Agreement with the School of St. Mary

- John Burke, Chief of Police

3. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL

4. COMMITTEE REPORTS

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION



1. Approval of Monday, July 20, 2026, City Council Meeting Minutes.

A copy of the minutes is included in the packet on **page 11**.

COUNCIL ACTION: Approval of July 20, 2026 City Council Meeting Minutes.



2. Approval of the Check Register for the Period of July 3 – July 24, 2026.

STAFF CONTACT: Mark Krygeris, Staff Accountant (847-810-3618)

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

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

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

Check Register for July 3 - July 24, 2026

	Fund	Invoice	Payroll	Total
101	General	487,530	820,349	1,307,879
501	Water & Sewer	73,806	85,110	158,916
220	Parks & Recreation	203,391	304,935	508,327
311	Capital Improvements	2,630,171		2,630,171
202	Motor Fuel Tax	565,859		565,859
230	Cemetery	7,013	19,969	26,982
210	Senior Resources	9,371	16,532	25,903
510	Deerpath Golf Course	18,036	1,102	19,138
601	Fleet	49,913	24,825	74,738
416 - 434	Debt Funds			0
248	Housing Trust			0
201	Park & Public Land			0
	All other Funds	667,579	93,057	760,636
		\$4,712,667	\$1,365,879	\$6,078,546

Included in the subtotal denoted as "All other Funds" is \$517,581 in Water & Sewer Capital Improvement Fund expenditures.

COUNCIL ACTION: Approval of the Check Register for the Period of July 3 – July 24, 2026



3. Consideration to Approve a Memorandum of Understanding regarding School Resource Officer services between the City of Lake Forest, the School of St. Mary and the Archdiocese of Chicago and Authorize the City Manager to execute the agreement and related implementation documents.

STAFF CONTACT: *John Burke, Chief of Police 847-810-3803*

PURPOSE AND ACTION REQUESTED: Consideration of a Memorandum of Understanding (MOU) between the City of Lake Forest, the School of St. Mary, and the Archdiocese of Chicago regarding the Lake Forest Police Department providing the services of a School Resource Officer (SRO) to the School of St. Mary (SOSM).

BACKGROUND/DISCUSSION: The goal of the SRO services is to provide specific police services described herein for the benefit of the students, staff and families of SOSM which, include campus safety, emergency response, conduct security assessments and recommend improvements, assistance in the development of a school crisis plan and student/staff training on requested topics via a dedicated school resource officer (hereinafter "**Services**"). The SRO's daily presence at SOSM will also function to strengthen the City police department's bonds with SOSM through the daily interaction with the students and staff. The school setting provides an environment that can offer preventative programs to assist youth in making good decisions while also deterring involvement in criminal conduct, drug and alcohol use, and gang-like behavior. The delivery of agreed upon preventative programs for students by the City SRO, in conjunction with the SOSM staff, can steer students towards more positive choices. The intent of the SRO program is to establish positive working relationships between the police and the SOSM administration in order to maintain a safe and secure environment. It is the Parties' express understanding that the Services provided by the SRO hereunder are within the ordinary scope of his/her employment with the City as a police officer.

BUDGET/FISCAL IMPACT: The School of St. Mary will pay to the City as a fee for the Services One Hundred Twenty Six Thousand Nine Hundred Eighty and 22/100 Dollars (\$126,980.22) for the first Service Year, which is equal to 70% of the salary and benefits of the one police officer assigned to SOSM as SRO, in addition to any overtime performed on behalf of SOSM as described in this MOU ("**Fee**"). The Fee paid to the SROs by the City is subject to an annual increase, applied in August of each calendar year. The costs calculated for salary and benefits of the officer shall include total salary, Medicare, Police Pension (not including amortization of unfunded liability), and City contributions to medical, dental, vision, and life insurance.

The remaining 30% of the salary and benefits was included in the City's FY27 Budget. If, in their capacity as SROs, the SROs are required to perform SRO services at SOSM in excess of 8 hours per day, then such time will constitute overtime, unless otherwise agreed to by the Parties in writing. Such overtime will include, but is not limited to, assigning SROs to special events such as dances, festivals, or athletic events.

The City will issue monthly invoices to the SOSM for the SRO's services due hereunder. SOSM agrees to promptly pay each invoice within thirty (30) days of receipt. A copy of the MOU can be found on **page 16**.

COUNCIL ACTION: Consideration to Approve a Memorandum of Understanding regarding School Resource Officer services between the City of Lake Forest, the School of St. Mary and the Archdiocese of Chicago and authorize the City Manager to execute the agreement and related implementation documents.



4. Approval of an Ordinance Amending the City's Existing Intergovernmental Agreement with the Solid Waste Agency of Lake County (SWALCO) and a Resolution Supporting and Designating Additional City Staff as Alternate SWALCO Directors

STAFF CONTACT: Jim Lockfeer, Assistant Director of Public Works (810-3555)

PURPOSE AND ACTION REQUESTED: The Public Works Committee and staff recommend that the City Council approve an Ordinance amending the City's existing Intergovernmental Agreement with the Solid Waste Agency of Lake County (SWALCO) and adopt a Resolution designating additional City staff to serve as Alternate SWALCO Directors.

BACKGROUND/DISCUSSION: The Solid Waste Agency of Lake County was formed in 1991 through an intergovernmental agreement to help municipalities and townships throughout Lake County work collaboratively on waste management, recycling, and waste reduction initiatives. The City of Lake Forest has been a long-standing member of SWALCO since the early 1990s. Today, SWALCO consists of 44 member communities and organizations.

The City has partnered directly with SWALCO on several programs that benefit Lake Forest residents, including the annual Household Chemical Waste Collection Event hosted in Lake Forest, textile and shoe recycling, and battery and electronics recycling and disposal programs.

SWALCO is governed by a Board of Directors that meets approximately four to five times each year. Each member agency designates one Director to serve as a SWALCO representative at their Board meetings. For the City, this position is currently designated to the Director of Public Works.

The proposed Ordinance amending the existing Intergovernmental Agreement, along with the accompanying Resolution, relates to the designation of additional City staff to serve as Alternate SWALCO Directors. These amendments are being considered not only by the City, but also by all other SWALCO member agencies.

The proposed Ordinance amendment, included on **page 31**, makes minor revisions to the existing Intergovernmental Agreement by providing member agencies with greater flexibility in appointing Alternate Directors. The current agreement requires an Alternate Director to hold an "executive-level position" and serve as "a department head or equivalent." The proposed amendment removes this language, allowing member agencies greater discretion in selecting qualified staff to serve in this role.

The proposed Resolution, included on **page 34**, designates Jim Lockfeer, Assistant Director of Public Works; Matt Brugioni, Superintendent of Public Works; and Brian Pogachnik, Sanitation

Section Supervisor, as Alternate SWALCO Directors. Michael Thomas, Director of Public Works, will continue to serve as the City's designated SWALCO Director.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	7/20/2026	Reviewed & Recommended City Council Approval

BUDGET/FISCAL IMPACT: There is no budgetary or fiscal impact associated with the proposed Ordinance amendment and Resolution.

COUNCIL ACTION: Approval of an Ordinance Amending the City's Existing Intergovernmental Agreement with the Solid Waste Agency of Lake County (SWALCO) and a Resolution Supporting and Designating Additional City Staff as Alternate SWALCO Directors



- 5. Approval of a Recommendation from the Public Works Committee to Award a Bid for the Fire Station II Generator Replacement Project to Midwest Power Industry, in the Amount of \$74,265, to include a 10% Contingency in the amount of \$7,427, for a Total Cost of \$81,692.**

STAFF CONTACT: Corey Wierema, Superintendent of Public Works (847-810-3565)

PURPOSE AND ACTION REQUESTED: The Public Works Committee and staff request City Council approval to award the bid to replace the generator located at the Fire Station II Building to Midwest Power Industry.

BACKGROUND/DISCUSSION: The Fire Station II Building is equipped with a backup electrical system that includes a generator. This generator has been in service at the facility since 1993 and is now over thirty years old. As expected, maintenance costs have risen over the past five years, particularly because the estimated useful life (EUL) of this equipment is typically twenty-five years. The age of the system not only drives higher repair costs but also raises concerns about long-term reliability.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	7/20/2026	Reviewed and Approved

BUDGET/FISCAL IMPACT: On May 27, 2026, City staff initiated a public bid process for the Fire Station II Generator Replacement Project. On June 10, 2026, the public bid process closed and in total, five bids were received as outlined below.

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

Firm	Base Bid Amount
Midwest Power Industry Inc	\$ 74,265
Belec Electrical	\$ 89,493
MK Industries	\$ 127,776
Powerlink Electric Company	\$ 173,870
Superb Steel and Construction Inc	\$ 190,400

After reviewing all submissions, staff recommends awarding the contract to Midwest Power Industry, the lowest bidder. Midwest Power Industry has a strong track record on previous City projects, including the recent generator replacement at the water tower, and has consistently demonstrated reliability, quality workmanship, and adherence to project schedules. Given their track record and the clarity of the project scope, staff do not anticipate the need to utilize any contingency funds to complete this work. If contingency funds were to be required, the Building Maintenance Operating Contractual account would be used to cover those costs.

Below is an estimated summary of Project budget:

FY2027 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund 311-1503-467.67-85	\$75,000	\$81,692	Y

If approved, this replacement work will start in the early spring of 2027.

COUNCIL ACTION: Approval of a Recommendation from the Public Works Committee to Award a Bid for the Fire Station II Generator Replacement Project to Midwest Power Industry, in the Amount of \$74,265, to include a 10% Contingency in the amount of \$7,427, for a Total Cost of \$81,692.



6. Consideration of Ordinances Approving Recommendations from the Building Review Board for 585 Whitehall, 1380 Everett Road, Lane, and 916 Oakwood Avenue. (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 recommendations from the Building Review Board are presented to the City Council for consideration as part of the Omnibus Agenda.

BACKGROUND

585 Whitehall Lane - The Board recommended approval of a new single family residence with an attached garage on vacant property and the associated hardscape and conceptual landscape plan. Public testimony was submitted by the Homeowners' Association in support of the petition. Neighbors requested that landscape screening remain in place along the south edge of the

property and if necessary, be enhanced. The Board noted that the landscape plan will be required to reflect existing and proposed plantings on the property including along the south property line. (Approved 4 to 0)

1380 Everett Road - The Board recommended approval of demolition of the existing residence and approval of a replacement single family residence with an attached garage and the associated hardscape and conceptual landscape plan. One neighbor spoke in support of the petition. (Approved 4 to 0)

916 Oakwood Avenue - The Board recommended approval of limited demolition of the residence to accommodate a new front porch, rear and second floor additions, and a detached garage. Testimony was presented by neighbors in support of the petition. This petition was also considered by the Zoning Board of Appeals as detailed in the following agenda item. (Approved 6 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 36**. 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 for 585 Whitehall Lane, 1380 Everett Road, and 916 Oakwood Avenue in accordance with the Building Review Board's recommendations.



7. Consideration of Ordinances Approving Recommendations from the Zoning Board of Appeals for 916 Oakwood Avenue and 870 Woodbine Lane. (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 recommendations from the Zoning Board of Appeals are presented to the City Council for consideration as part of the Omnibus Agenda along with the associated Ordinances.

BACKGROUND

916 Oakwood Avenue – The Zoning Board of Appeals recommended approval of an Ordinance granting variances from the front and side yard setbacks for an open front porch, a variance from the side yard setback for a single story replacement rear addition, and a lot coverage variance. Several neighbors submitted testimony in support of the petition. This petition was also considered by the Building Review Board as noted in the previous agenda item. (Board vote: 7-0, approved)

870 Woodbine Lane – The Zoning Board of Appeals recommended approval of an Ordinance granting a variance to allow a portion of a new residence to encroach into the corner side yard setback to a lesser distance than the existing structure and a variance to allow a portion of the driveway to exceed 16 feet in width within the front yard setback. Several residents raised concerns about the compatibility of the proposed new residence with the neighborhood. The Board noted that due to the historic nature and the unique configuration of the property, the siting of the

proposed residence is justified. This petition was also considered and approved by the Historic Preservation Commission. (Board vote: 7-0, approved)

The Ordinances approving variances as recommended by the Zoning Board of Appeals, with key exhibits attached, are included in the Council packet beginning on **page 73**. The Ordinances, complete with all exhibits, are available for review in the Community Development Department.

COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading and grant final approval of Ordinances for variances for 870 Woodbine Lane and 916 Oakwood Avenue in accordance with the Zoning Board of Appeals' recommendations.

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

6. OLD BUSINESS

7. NEW BUSINESS

8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS

1. EXECUTIVE SESSION

Adjournment into Executive Session

Reconvene into Open Session

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

July 29, 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.



The City of Lake Forest
CITY COUNCIL MEETING
Proceedings of Monday, July 20, 2026 6:30 pm
City Council Meeting – City Council Chambers
220 E Deerpath, Lake Forest, IL 60045

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

Present: Mayor Tack, Alderman Novit, Alderman Powers, Alderman Kehr, Alderman Bothfeld, Alderman Walther, and Alderman Culbertson.

Absent was Alderman Clemens.

PLEDGE OF ALLEGIANCE was recited by all those present.

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

A. Resolution of Appreciation for Retiring Building Inspector/Code Enforcement Officer, Matt Goodman

Mayor Tack read the resolution, and photos were taken.

COUNCIL ACTION: Approval of the Resolution of Appreciation

Alderman Culbertson made a motion to approve the Resolution of Appreciation, seconded by Alderman LeVert. The motion passed unanimously by voice vote.

Mayor Tack stated the 118th Annual Lake Forest Day is August 4 and August 5. Festivities include Carnival, Fun Run, and Parade. New this year will be a Pre-Parade Family Party. Great Lakes Navy Band will perform in the parade. For further details, visit LakeForestDay.com.

2. COMMENTS BY CITY MANAGER

A. Department Spotlight

-Parks & Recreation- Sailing

- Jason Busdecker, Program Manager

- Cristina Ortiz Vivas, Program Manager

Mr. Jason Busdecker, Program Manager, highlighted key points of the sailing program. Lake Forest Sailing Program offers year-round classes for all ages and offers competitive regatta programs in Florida during the Winter Season.

Head Sailing Coach, Cris Ortiz Vivas, competed in international Regattas and the Olympics. She shared pictures and videos as she highlighted the different classes offered for all ages.

City Council had discussion about the City's unique geographical access to Lake Michigan, and discussed waiting lists for sailing classes.

B. Overview of Emergency Engineering Services for the Lake & Spruce Bridge (item #6 on omnibus)

- Michael Thomas, Director of Public Works

Michael Thomas, Director of Public Works, provided an update on the Lake and Spruce Bridge Project. When construction began last March when erosion due to water damage was discovered on the northwest side of the slope. ECS Midwest Consulting provided slope stability analysis. City Manager, Jason Wicha, signed an

agreement to execute the emergency repair. Data analysis from the geotechnical engineer will determine next steps.

City Council had discussion about project budget, data report timeline, and cost of the emergency expenditure.

3. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL
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Diane stated that the public works did an amazing job on the Ryan Street upgrade. Sanitation Department is always nice and helpful. She is very grateful City staff repaired the broken watermain at 4:00am. Police and Fire did a great job for the 250th Celebration. Go Sailing!

4. COMMITTEE REPORTS

FINANCE COMMITTEE

1. GFOA Triple Crown Award Presentation and Distinguished Budget Presentation Award

- **Presented by Kati Skibbe, Finance Director**

Mayor Tack reported the City has received notification that for the fifth consecutive year the Finance Department has been awarded the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for its FY25 Annual Comprehensive Financial Report. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment is a significant accomplishment by a government and its management. The City has received this prestigious award for the 47th consecutive year. In addition to the Certificate of Achievement, an Award of Financial Reporting Achievement is presented by the GFOA to the individual designated as instrumental in their government unit's achievement of the Certificate. There are more than 90,000 units of government in the US and less than 1% currently hold Triple Crown recognition.

Mayor Tack presented the award to Diane Hall, Assistant Finance Director. Pictures were taken.

Katie Sibbe, Finance Director, commended the Finance Department's hard work.

*****PUBLIC HEARING ON THE CITY'S ANNUAL APPROPRIATION ORDINANCE*****

OPEN PUBLIC HEARING

Mayor Tack asked for a motion to open the Public Hearing.

Alderman LeVert made a motion to open the Public Hearing, seconded by Alderman Novit. The following voted "Aye": Alderman Novit, Alderman Powers, Alderman Kehr, Alderman Bothfeld, Alderman Walther, and Alderman Culbertson. The following voted "Nay": None. 7-Ayes, 0 Nays, motion carried.

Mayor Tack opened the Public hearing at 7:37p.m.

**2. Consideration of the Annual Appropriation Ordinance for FY2027 and Approval of Rollovers
(Final Reading – Public Hearing Required)**

Katie Skibbe, Finance Director, reported while the annual municipal budget represents the City's financial "plan" for expenditures over the course of the fiscal year, the annual Appropriation Ordinance is the formal legal mechanism by which the City Council authorizes the expenditure of public funds. There are some differences between the Budget and the Appropriation Ordinance. The Appropriation Ordinance includes the Library, which was not included in the budget approved at the April 20, 2026, City Council meeting. The Library

expenses are approved by the Library Board. Debt service payments are included in the budget, but are excluded from the Appropriation Ordinance. The ordinances approving the debt issues serve as the legal authorization for these annual expenditures. It appropriates specific sums of money by object and purpose. Ms. Skibbe stated that the rollovers are requested to eliminate under and over budgeting of funds in the new fiscal year. The Appropriations Ordinance provides for a 10% "contingency" above the budgeted expenditures for each fund, allowing the approval of unbudgeted expenditures based on unanticipated events.

CLOSE PUBLIC HEARING

Mayor Tack asked the Council if there were any questions. Seeing none he offered the opportunity for public comment. Seeing none, he asked for a motion to close the public hearing.

Alderman Walther made a motion to close the Public Hearing, seconded by Alderman Powers. The following voted "Aye": Alderman Novit, Alderman Powers, Alderman Kehr, Alderman Bothfeld, Alderman Walther, and Alderman Culbertson. The following voted "Nay": None. 7-Ayes, 0 Nays, motion carried.

Mayor Tack closed the Public hearing at 7:42p.m.

***** Close Public Hearing *****

COUNCIL ACTION: City Council consider approval of the final reading of the Ordinance and the rollovers. A copy of the ordinance is available for review by the public in the City Clerk's office.

Mayor Tack asked for a motion to that the City Council consider approval of the final reading of the Ordinance and the rollovers. A copy of the ordinance is available for review by the public in the City Clerk's office. Alderman Walther made a motion to close the Public Hearing, seconded by Alderman Powers. The following voted "Aye": Alderman Novit, Powers, Kehr, LeVert, Bothfeld, Walther, and Culbertson. The following voted "Nay": none. 7-Ayes, 0-Nays, motion carried.

PARKS & RECREATION COMMITTEE

- 1. Deerpath Park Athletic Fields Utilization Report**
 - Mike Wick, Director of Parks & Recreation**

Mike Wick, Director of Parks & Recreation, provided a high-level presentation of Deerpath Community Park Athletic Fields. There has been an increase in program registration, it serves as a central hub for community gatherings, and the playability for all-weather conditions.

City Council had discussion about future field replacement and pickleball court usage.

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION
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- 1. Approval of Monday, June 18, 2026, City Council Meeting Minutes.**
- 2. Approval of the Check Register for the Period of May 23 – July 2, 2026.**
- 3. Consideration of a Request to Waive the Fidelity Bond Requirement in Connection with Holding the Raffles in the City of Lake Forest for The Spirit of 67 Foundation and the St. Patrick's Catholic Church of Lake Forest (Approval by Motion)**
- 4. Approval of an additional One-Year Professional Services Agreement with Core/Automated Merchant Systems (AMS) to provide credit card processing services with the option for early termination.**

5. **Consideration of approving a recommendation from the Parks and Recreation Subcommittee to Increase Athletic Field Rental Rates by 5% for all User Tiers Effective August 1, 2026 through April 30, 2027.**
6. **Ratification for Emergency Subsurface Exploration and Geotechnical Engineering Services for the Lake & Spruce Bridge in an Amount Not-To-Exceed \$94,800 to ECS Midwest, LLC**
7. **Consideration of a Recommendation from the Historic Preservation Commission in Support of an Ordinance Rescinding Local Landmark Designation for Structures Located in the Northwest Corner of the Amberley Woods Development and Addressed as 1930 Amberley Court (previously addressed as 1710 Kennedy Road). (First Reading and if Desired by the City Council, Final Approval)**

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

6. OLD BUSINESS

7. NEW BUSINESS

1. **Consideration of an Intergovernmental Agreement with the Village of Glenview for participation in a Regional Drone as a First Responder Program**

John Burke, Police Chief, presented a summary of benefits to joining a regional Drone as a First Responder program through an agreement with the Village of Glenview. The drones will be equipped to provide immediate aerial, thermal, and live-video support for public safety incidents. The initiative allows 9-1-1 dispatchers to deploy drones, offering critical situational awareness before personnel arrive.

City Council had discussion about cost, the use of GPS service, and the location of the drone port.

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

COUNCIL ACTION: Approval of an Intergovernmental Agreement with the Village of Glenview authorizing the City of Lake Forest to participate in the regional Drone as a First Responder program and authorization for the City Manager to execute the agreement and related implementation documents

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

2. **Approval of Recommendation Authorizing the City Manager to execute Intergovernmental Agreements (IGA) with School Districts 67 and 115; Student Resource Officer Agreement (SRO), associated Memorandum of Understanding (MOU) regarding waiving fees for underpayment, and Crossing Guard Agreement with School District 67**

George Issakoo, Deputy City Manager, provided key updates that include consolidated facility-use protocols aimed at establishing sustainable, long-term partnerships. The agreements also update Crossing Guard protocols to align with state law and create a stable funding model for CROYA services.

City Council had discussion about the duration and auto-renewal of terms.

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

COUNCIL ACTION: Approval of Recommendation Authorizing the City Manager to execute Intergovernmental Agreements (IGA) with School Districts 67 and 115; Student Resource Officer Agreement (SRO), associated Memorandum of Understanding (MOU) regarding waiving fees for underpayment, and Crossing Guard Agreement with School District 67

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

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

9. ADJOURNMENT

There being no further business, Mayor Tack asked for a motion to adjourn. Alderman Novet made a motion to adjourn, seconded by Alderman Powers. Motion carried unanimously by voice vote at 8:24 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.

**MEMORANDUM OF UNDERSTANDING REGARDING
SCHOOL RESOURCE OFFICER SERVICES BETWEEN THE CITY OF LAKE
FOREST, THE SCHOOL OF ST. MARY AND THE ARCHDIOCESE OF CHICAGO**

This Memorandum of Understanding (“**MOU**”) is made and entered into the latter of the two dates set forth on the signature page below (“**Effective Date**”), by and between the City of Lake Forest, an Illinois home rule and special charter municipality (“**City**”), The Catholic Bishop of Chicago, an Illinois corporation sole on behalf and for the benefit of the School of St. Mary, a ministry of the Church of St. Mary (“**SOSM**”) (hereinafter collectively referred to as the “**Archdiocese**”). For convenience, the City and the Archdiocese may be hereafter collectively referred to as “**Parties**,” or individually as a “**Party**.”

WHEREAS, the Archdiocese of Chicago is an ecclesiastical entity of the Roman Catholic Church recognized as a public juridic person (a “**PJP**”) under the Code of Canon Law of the Roman Catholic Church within Cook and Lake Counties within the State of Illinois entrusted to the sitting Archbishop of Chicago, who is de jure The Catholic Bishop of Chicago, a corporation sole (“**CBC**”), a civil law entity established by special charter of the Illinois Legislature in 1845 as amended in 1861;

WHEREAS, the CBC holds property for the religious and charitable benefit of PJP’s such as SOSM, and may enter into agreements on behalf and for the benefit of PJP’s such as SOSM;

WHEREAS, the City acknowledges that CBC is entering into this agreement in its role as trustee for the benefit of SOSM;

NOW, THEREFORE, in consideration of, and in reliance upon the recitals, and the mutual covenants, promises, and representations set forth in this MOU, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

I. Recitals.

- A. The City is a home rule unit of government under Section 6, Article VII of the 1970 Constitution of the State of Illinois, and therefore is authorized exercise any power and perform any function pertaining to the City’s government and affairs.
- B. Section 10, Article VII of the 1970 Constitution of the State of Illinois authorizes units of local government to contract and otherwise associate with associations and corporations in any manner not prohibited by law or by ordinance.
- C. The City’s home rule powers and the authority granted by the Illinois Constitution authorize the Parties to enter into this memorandum of understanding concerning the provision of police services to SOSM via a dedicated school resource officer (“**SRO**”).

- D. The corporate authorities of the City and the Archdiocese find and agree that executing this MOU, subject to the terms and conditions herein, to delineate the provision of SRO police services to the SOSM, will promote the safety and security of the staff, students, and SOSM properties, foster cooperation, and further the health, safety, and welfare of the SOSM community.
- II. **Recitals Incorporated.** The foregoing recitals are incorporated into and made a part of this MOU as if fully set forth herein.
- III. **Term.** This MOU will run for a term of three (3) years (“**Term**”), unless sooner terminated by any Party in accordance with Section IV of this MOU. The SRO will provide the Services (herein defined) only during the 10-month academic school year August through June (“**Service Year**”). The first Service Year will commence on August 10, 2026, through June 7, 2027. Service Year two and three will be mutually agreed upon by SOSM administration and the SRO. This MOU will automatically renew for additional one (1) year terms unless any Party delivers notice of intent not to renew no later than ninety (90) days prior to the expiration of the then current Term.
- IV. **Termination.** Any Party may terminate this MOU for any reason with or without cause during the Term, or any renewal Term, by providing the non-terminating Party at least ninety (90) days prior written notice.
- V. **SRO Services.**
- A. **Goals.** The goal of the SRO services is to provide specific police services described herein for the benefit of the students, staff and families of SOSM which, include campus safety, emergency response, conduct security assessments and recommend improvements, assistance in the development of a school crisis plan and student/staff training on requested topics via a dedicated school resource officer (hereinafter “**Services**”). The SRO’s daily presence at SOSM will also function to strengthen the City police department’s bonds with SOSM through the daily interaction with the students and staff. The school setting provides an environment that can offer preventative programs to assist youth in making good decisions while also deterring involvement in criminal conduct, drug and alcohol use, and gang-like behavior. The delivery of agreed upon preventative programs for students by the City SRO, in conjunction with the SOSM staff, can steer students towards more positive choices. The intent of the SRO program is to establish positive working relationships between the police and the SOSM administration in order to maintain a safe and secure environment. It is the Parties express understanding that the Services provided by the SRO hereunder are with the ordinary scope of his/her employment with the City as a police officer.
- B. **Duties and Responsibilities.**
1. **General Duties.**

- a) To patrol SOSM's property and buildings with the full authority and responsibility of a law enforcement officer of the City for threats to the physical safety and security of the SOSM school community.
- b) To serve as a police liaison between the SOSM and the City police department.
- c) When directed by SOSM's Principal or his/her designee participate in or attend school functions during the SRO's regular duty hours in order to assure the peaceful operation of school-related programs/activities.
- d) Abide by the SOSM's policies (copies of which will be provided by the SOSM to SROs) and consult with and coordinate activities through the SOSM's Principal or his/her designee.
- e) Conduct training for students including but, not limited to, trainings ordinarily conducted by the City for schools (e.g., Cell Phone Usage, cyberbullying), when requested by the SOSM Principal or his/her designee.
- f) When directed by SOSM administration conduct security assessments and recommend improvements.
- g) Serve as a positive role model to SOSM's students and the community, in all interactions with students/staff.
- h) Operate and retain copies of body-worn camera recordings in accordance with the Law Enforcement Officer-Worn Body Camera Act (50 ILCS 706/). Upon request, the City will provide the SOSM with a copy of the City's body-worn camera policy. In accordance with the City's body-worn camera policy, body-worn cameras will only be activated during a law enforcement-related encounter or activity. If at any time the City's body-worn camera policy is updated, the City must provide a copy of the policy to SOSM.
- i) Participate in periodic training through the Illinois SROs Association, National Association of SROs, or similar organizations as required by the City for SRO's employment with the City as a law enforcement officer.
- j) Participate in in-service training and certification requirements that apply to all certified law enforcement officers of the City as required by the City for employment with the City as a law enforcement officer.

- k) Complete the Illinois Law Enforcement Training Standards Board's training program for school resource officers as required by the City for its law enforcement officers assigned to provide SRO Services.

2. Safety and Security.

- a) Respond to threats on SOSMs school property and buildings.
- b) Collaborate with SOSM administration to develop and implement plans, strategies, and programs to prevent or minimize dangerous situations on or near the SOSM property or involving students at SOSM-related activities.
- c) Serve as SOSM schools' point of contact for all school safety drills required under the Illinois School Safety Drill Act.
- d) Maintain a high level of visibility during school arrival and dismissal times including the perimeter, parking areas, and school designated access points.
- e) When requested by the SOSM administration orally or in writing, in response to a suspected crime, assist with conducting inspections and searches of lockers, desks, parking lots, and other school property and equipment owned or controlled by the SOSM for illegal drugs, weapons or other illegal or dangerous substances or materials, including searches conducted using specially trained dogs.

3. Student Discipline, Counseling, Crime Referral

The SRO shall not independently initiate any questioning, interview or investigation of students unless the SOSM administration has made a call for service; provided, however, if the SRO suspects the student is engaged in a crime and, if the circumstances permit, the SRO has first provided notice to SOSM administration and the parental guardian as required by law and City policy prior to engaging in a law enforcement activity before engaging in any of the above activities . .

- a) Provide written incident/activity documentation to the SOSM principal, or its designee, in form, content, and duration reasonably requested by the SOSM.
- b) Provide information, records, and testimony in student discipline matters when requested by the SOSM administration, unless doing so would interfere with any pending or reasonably contemplated law enforcement proceedings and/or criminal investigation.

- c) Refer all matters of school discipline to the SOSM principal .
- d) Before detaining and questioning a student on school grounds who is suspected of committing a criminal act, SROs will comply with Section 22-88 of the School Code (105 ILCS 5/22-88) and the SOSM's policies and procedures, which will be provided to the City's SROs after the execution of this MOU by all Parties.
- e) SROs will not issue students a monetary fine, fee, ticket, or citation as a school-based disciplinary consequence or a municipal code violation on school grounds during school hours or while taking school transportation in accordance with Section 10-22.6(i) of the School Code (105 ILCS 5/10-22.6(i)).

C. Qualifications.

1. The City is responsible for ensuring that any of its law enforcement officers it assigns to provide SRO Services to SOSM have been trained, or received a waiver for training, as provided in Section 10.22 of the Illinois Police Training Act (50 ILCS 705/10.2), including specific training on working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs.
2. For City SRO officers providing SRO services at SOSM schools pursuant to this MOU, the City will provide certificates of completion, or approved waivers issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act, indicating that the subject officer has completed the requisite course of instruction in the applicable subject areas within one year of assignment, or has prior experience and training which satisfies this requirement. Further, the City will attest that any City law enforcement officer to be assigned to SOSM is in good standing in his/her employment with the City.

D. Selection and Assignment.

1. The City will conduct an internal review process for all interested members of the City police department who meet the qualification and training requirements identified in this MOU and will recommend a minimum of three (3) candidates for SOSM to interview and assess. SOSM shall choose one of those candidates to serve as the SRO for SOSM. The City and SOSM agree law enforcement officer SRO Mark Long will initially be assigned to provide the SRO Services pursuant to this MOU to SOSM .
2. SROs assigned to the SOSM will perform the SRO Services specified in this MOU for eight (8) hours per school day during the Term of this MOU; provided, however, SOSM may request to the City to modify the SROs hours

and schedule from time to time in the event there are after-school events, athletics or school-sponsored activities where SOSM desires the presence of the SRO.

3. In the event of the unavailability of an SRO due to sickness, injury, use of benefit time, or City police department operational needs, the City may temporarily replace the SRO with another City law enforcement officer at no additional cost to the SOSM. The City will notify the SOSM as to the absence, the expected duration, and the identity of the replacement SRO. The replacement SRO must be appropriately trained pursuant to this MOU.
4. Any and all necessary backup services, including equipment and personnel, required to assist SROs in the performance of their obligations under this MOU shall be at the sole discretion and control of the City Chief of Police.
5. The number and availability of officers serving as SROs pursuant to this MOU may be modified only by mutual written agreement of the SOSM and the Chief of Police. Any such written agreement shall be attached as an amendment to this MOU.
6. As City employees, the SRO is at all times a law enforcement officer of the City who is subject to the chain of command of the City police department. When serving in the role of SRO, City law enforcement officers will coordinate and communicate with the SOSM Principal or his/her designee, regarding daily activities. In the event the SRO fails to abide by the terms of this MOU, the SOSM Principal or his/her designees, will notify the City Chief of Police concerning the specific problems. The Parties will work cooperatively to resolve the problem, which may include appointing a new SRO at the discretion of the City Chief of Police. Notwithstanding the foregoing, the City may remove an SRO from assignment immediately upon request of the SOSM if the SOSM reasonably determine that the continued presence of the SRO would be detrimental to the SOSM, or its students or staff. In such event, the City will endeavor to provide another officer to serve as substitute SRO until the City finds a permanent replacement.
7. The City agrees to make all potential SRO candidates available to the SOSM for fingerprint-based criminal background checks in accordance with Section 10-21.9 of the Illinois School Code. The SROs may not begin an assignment at the SOSM until a fingerprint-based criminal background check in accordance with Section 10-21.9 of the Illinois School Code is initiated and checks of the Illinois State Police Child Murderer and Violent Offender Against Youth Registry, Illinois Sex Offender Database, and DCFS State Central Register/Child Abuse and Neglect Tracking System (CANTS) clearance reports have been completed, evidencing that the SRO assigned to perform Services under this MOU have not been convicted of any enumerated offenses and all representations provided on Exhibit A are true and correct.

The SRO shall attend and complete the Archdiocese of Chicago, Office for the Protection of Children and Youth “VIRTUS” training and shall sign such Office’s “Code of Conduct.” The City shall not assign any officer to the SOSM if his or her criminal background check reveals convictions that would subject an individual to license suspension or revocation pursuant to Section 21B-80 of the Illinois School Code or who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987.

8. The City is responsible for obtaining information required under Faith’s Law, 105 ILCS 5/22-94, pertaining to criminal background checks, allegations of inappropriate conduct, applicant statements, and former employer contact information, and providing the complete and original results to the SOSM. Forms to comply with Faith’s Law are attached here to and incorporated herein on Exhibit B. The SOSM may reject any police officer if, in the SOSM’s sole discretion, the criminal background investigation or any checks required by Faith’s Law disclose information which would call into question the individual’s fitness to serve as the SRO or otherwise cause the SOSM to be concerned about the police officer’s interacting with students. In the event the City fails to comply with the provisions of this section and 105 ILCS 5/10-21.9 or Faith’s Law 105 ILCS 5/22-94, and as a result of a Claim (as defined in Section VI) is instituted by or on behalf of a student or their parent or guardian for harm caused by the SRO, then in that event, the City agrees to fully defend, indemnify, and hold the Archdiocese harmless against any such Claims, including, but not limited to, reimbursement of attorney’s fees and costs. The City will also complete a Faith’s forms provided to it by SOSM for its law enforcement officer assigned to provide the Services under this MOU.

- E. **Evaluation of SRO Services.** The Parties will meet once annually to review and evaluate the SRO program, agree on methods to monitor progress towards established SRO program goals. The review shall assess: (i) the extent of the SRO’s positive interactions with students, parents/guardians, and staff; (ii) the SRO’s participation in collaborative approaches to problem solving, prevention, and de-escalation; and (iii) contributions to achieving the mission, purposes, goals, and objectives of this MOU.

F. **Compensation**

1. Basic Compensation. SOSM will pay to the City as a fee for the Services One Hundred Twenty Six Thousand Nine Hundred Eighty and 22/100 Dollars (\$126,980.22) for the first Service Year, which is equal to 70% of the salary and benefits of the one police officer assigned to SOSM as SRO, in addition to any overtime performed on behalf of SOSM as described in this MOU (“**Fee**”). The Fee paid to the SROs by the City is subject to an annual increase, applied in August of each calendar year. The costs calculated for salary and

benefits of the officer shall include total salary, Medicare, Police Pension (not including amortization of unfunded liability), and City contributions to medical, dental, vision, and life insurance.

2. Overtime. If, in their capacity as SROs, the SROs are required to perform SRO services at SOSM in excess of 8 hours per day, then such time will constitute overtime, unless otherwise agreed to by the Parties in writing. Such overtime will include, but is not limited to, assigning SROs to special events such as dances, festivals, or athletic events.
3. Billing. The City will issue monthly invoices to the SOSM for the SRO's services due hereunder. SOSM agrees to promptly pay each invoice within thirty (30) days of receipt.

VI. **Indemnification.**

- A. **SOSM Indemnification.** To the fullest extent permitted by law, SOSM shall indemnify, defend and hold harmless the City, its officials, officers, agents, volunteers, employees and their successors and assigns ("**City Indemnified Parties**") from and against any and all liabilities, obligation, loss, claim, demand, injury (including damage to property and personal injury) lien, encumbrance, damage, penalty, cause of action, fine, and cost and expense, including without limitation, orders, judgements, fines (governmental or otherwise), forfeitures, amounts paid in settlement and reasonable attorneys' fees and litigation costs (each a "Claim" and collectively "Claims"), incurred by the City Indemnified Parties arising out of any activity of SOSM in performance of this MOU, or any act or omission of the SOSM or of any employee, agent, contractor, or volunteer of the SOSM ("**SOSM Indemnitors**"), but only to the extent caused in whole or in part by any negligent act, omission or willful misconduct of the SOSM Indemnitors. The terms of this Section VI(A) shall survive the expiration or earlier termination of this MOU.
- B. **City Indemnification.** To the fullest extent permitted by law, the City shall indemnify, defend and hold harmless the Archdiocese, its affiliates and all of their present clergy, officials, officers, agents, volunteers, employees and their successors and assigns ("**Archdiocese Indemnified Parties**") from and against any and all liabilities, obligation, loss, claim, demand, injury (including without limitation damage to property and personal injury) lien, encumbrance, damage, penalty, cause of action, fine, and cost and expense, including without limitation, orders, judgements, fines (governmental or otherwise), forfeitures, amounts paid in settlement and reasonable attorneys' fees and litigation costs (each a "Claim" and collectively "Claims"), incurred by the Archdiocese Indemnified Parties arising out of any activity of the City or its law enforcement officers serving as SROs in the performance of this MOU, or any act or omission of the City and any employee (including, but not limited to, SROs), agent, contractor, or volunteer of the City

(“**City Indemnitors**”), but only to the extent caused in whole or in part by any negligent act, omission or willful misconduct of the City Indemnitors. The terms of this Section VI(B) shall survive the expiration or earlier termination of this MOU.

VII. **Insurance.**

- A. **City Insurance.** City, at its sole cost and expense, shall carry and maintain the following types of insurance policies with insurance companies having a minimum AM Best Rating of A-VI (or in comparable established risk pool) in the amounts that follow: (i) broad form commercial general liability insurance, which includes police liability coverage with a policy limit of no less than \$1,000,000 per occurrence and \$4,000,000 in the aggregate including coverages for contractual liability, products-completed operations, personal and advertising injury coverage for City’s personnel and invitees; (ii) Public Officials Liability coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for claims arising out of City’s wrongful act(s) (iii) if City will be using an automobile, automobile liability insurance for each automobile so used, with a \$1,000,000 per occurrence and \$2,000,000 aggregate policy limit; and (iv) Workers’ Compensation/Employer’s Liability with statutory coverage with a \$1,000,000/accident, \$1,000,000/Disease-Policy, \$1,000,000/Disease-per employee policy limit. As a material term of this MOU, City’s commercial general liability and automobile insurance policy required under this MOU shall name “School of St. Mary” and “The Catholic Bishop of Chicago, an Illinois corporation sole and its successors” as additional insureds under such policies on a primary and non-contributory basis for claims arising out of the acts or omissions of the City, its employees, officers, agents or volunteers. City and its insurers agree that its insurance policies shall be primary with respect to claims arising out of City’s wrongful act(s) and further agrees that such policies shall be properly endorsed so that City’s insurance company or companies shall provide SOSM thirty (30) days prior written notice of termination, impairment or change thereof. City hereby waives any right of recovery against SOSM for any loss or damage covered by any insurance policies maintained by City. City shall cause a certificate of insurance evidencing the above insurance policies to be delivered to SOSM concurrently with execution of this MOU. Any failure of SOSM to request or receive proof of insurance coverage shall not constitute a waiver of City’s obligation to obtain the required insurance. The receipt of any certificate does not constitute an agreement by SOSM that the insurance requirements in the MOU have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this MOU. City’s failure to carry or document required insurance shall constitute a breach of this MOU. In the event City fails to fulfill the insurance requirements of this MOU, the SOSM reserves the right to suspend the Services until proper evidence of insurance is provided, or this MOU may be terminated in accordance with its terms. Any deductibles or self-insured retentions on the referenced insurance coverage must be borne by City. The coverages and limits furnished by City in no way limit City’s liabilities and responsibilities specified within the MOU or by law.

B. **CBC Insurance.** CBC, at its sole cost and expense, shall carry and maintain the following types of insurance policies with insurance companies having a minimum AM Best Rating of A-VI in the amounts that follow: (i) broad form commercial general liability insurance, which includes police liability coverage with a policy limit of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate including coverages for contractual liability, products-completed operations, personal and advertising injury coverage for CBC's personnel and invitees; (ii) if CBC will be using an automobile, automobile liability insurance for each automobile so used, with a \$1,000,000 per occurrence; and (iv) Workers' Compensation/Employer's Liability with statutory coverage with a \$1,000,000/accident, \$1,000,000/Disease-Policy, \$1,000,000/Disease-per employee policy limit. CBC's commercial general liability and automobile insurance policy required under this MOU shall name "City of Lake Forest" as additional insureds under such policies on a primary and non-contributory basis for claims arising out of the acts or omissions of the SOSM, its employees, officers, agents or volunteers. CBC and its insurers agree that its insurance policies shall be primary with respect to claims arising out of SOSM's wrongful act(s) and further agrees that such policies shall be properly endorsed so that CBC's insurance company or companies shall provide City thirty (30) days prior written notice of termination, impairment or change thereof. CBC hereby waives any right of recovery against City for any loss or damage covered by any insurance policies maintained by CBC. CBC shall cause a certificate of insurance evidencing the above insurance policies to be delivered to the City concurrently with execution of this MOU. Any failure of City to request or receive proof of insurance coverage shall not constitute a waiver of CBC's obligation to obtain the required insurance. The receipt of any certificate does not constitute an agreement by City that the insurance requirements in the MOU have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this MOU. CBC's failure to carry or document required insurance shall constitute a breach of this MOU. In the event CBC fails to fulfill the insurance requirements of this MOU, the City reserves the right to suspend the Services until proper evidence of insurance is provided, or this MOU may be terminated in accordance with its terms. Any deductibles or self-insured retentions on the referenced insurance coverage must be borne by CBC. The coverages and limits furnished by CBC in no way limit CBC's liabilities and responsibilities specified within the MOU or by law.

VIII. **Relationship of the Parties.** City shall in all respects be deemed an independent contractor in the performance of the Services under this MOU. Nothing contained in this MOU, nor any act of the City or the Archdiocese, respectively, shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of a third-party beneficiary, employer, employee, principal, agent, limited or general partnership, joint venture, or any association or fiduciary relationship involving the City or the Archdiocese respectively.

- IX. **Compliance with Laws.** During the Term of this MOU, the Parties shall at all times observe and comply with the applicable federal, state, and local laws, ordinances, regulations which may in any manner affect the performance of this MOU.
- X. **No Third Party Beneficiaries.** Notwithstanding any provisions herein to the contrary, this MOU is entered into solely for the benefit of the contracting Parties, and nothing in this MOU is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this MOU or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Archdiocese and/or the City and/or any of their respective officials, officers, employees, volunteers, and or/agents.
- XI. **Modification.** Any terms or conditions of this MOU may be amended only by written amendment, duly executed by all Parties to the MOU.
- XII. **Severability.** If any provision of this MOU is held illegal, invalid, or unenforceable by a court of competent jurisdiction, the remainder of the MOU will remain valid and enforceable to the fullest extent permitted by law.
- XIII. **Interpretation.** Any headings of the MOU are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms and conditions of the MOU.
- XIV. **Assignment/Binding Effect.** Neither Party hereto may assign their respective rights and duties hereunder except upon prior written consent of the other Parties. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective assigns, legal representatives, and successors in interest.
- XV. **Entire Agreement.** This MOU represents the entire agreement between the Parties regarding the subject matter herein, and supersedes all prior agreements and understandings, both written and oral, regarding the subject matter herein, and no statement, promise or inducement made by either Party to the other that is not contained therein shall be binding.
- XVI. **Governing Law; Jurisdiction; Venue.** This MOU will be governed and interpreted pursuant to Illinois law, without regard to its conflicts of laws principles. The exclusive venue for any dispute arising or allegedly arising hereunder will be the 19th Judicial Circuit Court of Lake County, Illinois. The Parties hereby agree to irrevocably waive any objections to improper forum or venue for any dispute arising from this MOU.

XVII. **Counterparts.** This MOU may be executed in any number of counterparts, and by the City and the Archdiocese on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same MOU.

XVIII. **Notice.** Any and all notices required to be delivered hereunder shall be deemed delivered when and if e-mailed, personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid (or sent by a recognized overnight courier service with instructions and payment for delivery on the next business day) to the Parties as set forth below:

If to the City:

255 W. Deerpath Road
Lake Forest, IL 60045
Attn: Jason Wicha, City Manager (wichaj@cityoflakeforest.com)
Attn: John Burke, Chief of Police (burkej@cityoflakeforest.com)

With a copy to:

Ancel Glink, P.C.
140 S. Dearborn Street, Suite 600
Chicago, IL 60603
Attn: Kurt S. Asprooth (kasprooth@ancelglink.com)

If to SOSM :

185 East Illinois Road
Lake Forest, Illinois 60045
Attention: Principal Kathleen Thompson

With a copy to:

The Archdiocese of Chicago – Office of Legal Services
835 N. Rush
Chicago, IL 60611
Attn: John Di John jdijohn@archchicago.org)
Attn: Jamie Ende (jende@archchicago.org)

Either Party hereto may change the names and address of the designee to whom notice shall be sent by giving written notice of such change to the other Parties hereto in the same manner as all other notices are required to be delivered hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the undersigned Parties have entered into this MOU.

CITY OF LAKE FOREST

THE CATHOLIC BISHOP OF CHICAGO, an Illinois corporation sole on behalf and for the benefit of the **SCHOOL OF ST. MARY, A MINISTRY OF THE CHURCH OF ST. MARY**

Mayor

Chief Financial Officer

Signature

Signature

Date

Date

ATTEST:

Signature of Pastor of Church of St. Mary:

City Clerk

Signature

School of St. Mary Principal

Date

Date

EXHIBIT A

**THIRD PARTY VENDOR
SAFE ENVIRONMENT
COMPLIANCE CERTIFICATION**

The undersigned hereby represents, warrants, and certifies that the individuals listed on Schedule 1 to Exhibit A are personnel of the City identified on the first page of the MOU attached hereto and forming part hereof who will be assigned to perform Services at SOSM in accordance therewith, and have submitted to the following:

- i. Fingerprint based criminal background check;
- ii. DCFS CANTS 689 background check;
- iii. Review of the Sex Offender Registry;
- iv. Review of the Child Murderer and Violent Offender Against Youth Registry;
- v. Physical fitness and freedom from communicable diseases;
- vi. Sexual Misconduct Employee History Review in accordance with 105 ILCS 5/22-94-; and

Successfully passed all of the above screens, which means he/she/they: has/have not been convicted of any enumerated criminal or drug offenses identified in Section 21B-80 of the Illinois School Code or have been convicted within 7 years of this application for employment with the City of any other felony under the laws of this State or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in this State, would have been punishable as a felony under the laws of this State, does/do not have an indicated finding of abuse or neglect, does/do not appear on either the sex offender or murderer and violent offender against youth registry, has/have not been found to be a perpetrator of sexual or physical abuse of a minor pursuant to proceedings under Article II of the Juvenile Court Act of 1987, and personnel hired or engaged by the City on or after July 1, 2023, do not have any allegations of sexual misconduct against them that were not determined to be false, unfounded or unsubstantiated in accordance with 105 ILCS 5/22-94.

By signing this document, I state and declare that City and each individual listed below is in full compliance with the applicable provisions of the MOU with SOSM and that the above representations, warranties and certifications are true and correct, that each individual listed below has been provided with a copy of SOSM's policies and procedures and Standards of Behavior and will abide by them (as amended from time to time), that he/she is physically fit to perform the Services, is free from communicable diseases and has completed mandated reporter training, City's sexual harassment training, Archdiocesan Safe Environment Training (VIRTUS) and meets all legal requirements to perform the Services. Upon request, the City will demonstrate such compliance to SOSM by providing the documentary evidence to the SOSM principal.

CITY:

On behalf of the City identified on the first page of this MOU, City's signatory warrants and certifies that the statements made in this Exhibit A are true and accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

[Schedule 1 to Exhibit B, List of City Personnel Follows]

SCHEDULE 1 TO EXHIBIT B

**NAMES AND DATE OF HIRE/ENGAGEMENT OF CITY PERSONNEL ASSIGNED
TO THE ARCHDIOCESE OF CHICAGO SCHOOL
IDENTIFIED ON FIRST PAGE OF THIS AGREEMENT**

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

ORDINANCE 2026-

AN ORDINANCE AMENDING THE INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS

WHEREAS, the Solid Waste Agency of Lake County, Illinois (the “Agency”) was formed on or about February 21, 1991 by intergovernmental agreement (hereinafter referred to as the “Agreement”); and

WHEREAS, the City of Lake Forest, having duly adopted an Ordinance approving the Agreement and joining the Agency, has been and remains a member in good standing of the Agency; and

WHEREAS, the Agency has determined that there is a need to amend the Agreement to expand the size of the Executive Committee, expand the scope of persons that are eligible to serve as an “Alternate Director” on behalf of an individual Member, require the Chairman of the Board to serve as the Secretary and Treasurer of the Board of Directors and to modify the process required to amend the Intergovernmental Agreement; and

WHEREAS, by its original terms, the Agreement provides that any amendment to the Agreement requires the written agreement of each and every Member of the Agency pursuant to authority granted by a duly enacted Ordinance of each Member.

NOW, THEREFORE, BE IT ORDAINED by the City of Lake Forest, Lake County, Illinois as follows:

SECTION ONE: Sections 8.3, 8.5, 8.9 and 11 of the Agreement establishing the Solid Waste Agency of Lake County, Illinois are hereby amended and shall read as follows (additional language marked by underline; deleted language marked by ~~striketrough~~):

Section 8.3. Governance – Any Member may appoint one or more persons to serve as the Alternate Director. Any such appointee shall meet the qualifications for office as a Director established in paragraph 8.2, except in the case where a Member is unable to appoint such an appointee because it is impracticable because of size or time commitments. In that case a Member may appoint an Alternate Director who was its immediate past mayor or village president or is ~~a full time employee in an executive level position~~ an employee with the Member. ~~An executive level position is generally intended to mean a person who is a department head or equivalent.~~ The Alternate Director may attend any meeting of the Board of

Directors and may vote as a Director in the absence of the Director from that Member or if there is a vacancy in the position of Director from that Member. The term of the Alternate Director shall be the same as the term of the Director from the appointing Members, Except as provided in paragraph 8.4, a person serving as the Alternate Director shall serve until his or her term expires and thereafter until the successor is appointed.

Section 8.5. Governance – The Board of Directors shall elect one Director to serve as Chairman and another Director to serve as Vice-Chairman. The Chairman shall preside at all meetings of the Board of Directors and shall serve as the Secretary and Treasurer of the Board of Directors. The Vice-Chairman shall preside over meetings of the Board of Directors in the Chairman's absence. The Board of Directors shall elect other persons, who need not be Directors, ~~to the positions of Secretary and Treasurer and may elect other persons, who need not be Directors,~~ to such other offices as the Board shall determine.

Section 8.9. Governance - There is established an Executive Committee of the Agency. The Executive Committee shall consist of ~~nine~~ ten (10) Directors. The Executive Committee shall be selected by vote of the Board of Directors of the Agency. The Executive Committee shall include the Director from the County of Lake and the Chairman of the Board of Directors as permanent members, and two (2) persons who are Directors from Members in good standing, having a population of more than 30,000 persons. Population shall be determined on the basis of the most recent federal census as reported in the Illinois County and Municipalities, dated June 1, 1989, or as thereafter updated, and published by the Secretary of State of the State of Illinois. The remaining six (6) persons shall be elected from the remaining Directors of Members in good standing, without regard to population.

Section 11. Amendment – This Agreement may be amended by written agreement of two-thirds (2/3) of all Members, authorized by ordinances adopted by their respective corporate authorities within 90 days of a proposed amendment being approved by the Board of Directors, certified copies of which shall be filed with the Secretary of the Agency. Promptly upon their being any amendment to this Agreement, the Secretary of the Agency shall cause a copy of this amendment to be filed in the office of the Secretary of State, Index Division.

SECTION TWO: All ordinances or parts of ordinances in conflict herein are expressly repealed.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL/BOARD OF TRUSTEES OF THE _____ OF
_____, ILLINOIS ON THIS ____ DAY OF _____, 20__.

MAYOR/PRESIDENT

ATTEST:

CLERK

AYES:

NAYES:

ABSENT:

FIRST READING:

ORDINANCE PASSED:

RESOLUTION
No. _____

WHEREAS, the City of Lake Forest has entered into an Agreement Establishing the Solid Waste Agency of Lake County, Illinois; and

WHEREAS, Section 8 of said Agreement requires the Solid Waste Agency of Lake County, Illinois (SWALCO) to be governed by a Board of Directors; and

WHEREAS, Section 8.2 of said Agreement provides that each Member of SWALCO shall appoint a Director by a vote of the corporate authorities, said Director being (a) Mayor or President of the Member, (b) Trustee, Councilperson, or Alderman, or (c) Chief Administrative Officer of the Member; and

WHEREAS, said Agreement also provides for the appointment of one or more Alternate Directors. An Alternate Director shall meet the qualification of office as a Director as stated above or a Member may appoint an Alternate Director who is a full time employee in an executive level position with the Member or who was its immediate past Mayor or Village President. An executive level position is generally intended to mean a person who is a department head or equivalent.; and

WHEREAS, the terms of the current appointment of the Director will not expire until the respective successor is appointed.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of Lake Forest appoints Jim Lockefefer, Matt Brugioni, and Brian Pogachnik as Alternate Directors to SWALCO upon approval of this Resolution to serve in said capacity until such successor is appointed.

BE IT FURTHER RESOLVED that the Clerk is ordered to distribute a certified

copy of this Resolution to the appointee(s) and the Secretary of SWALCO, 1311 N. Estes
Street, Gurnee, IL 60031.

Approved this _____ day of _____, _____.

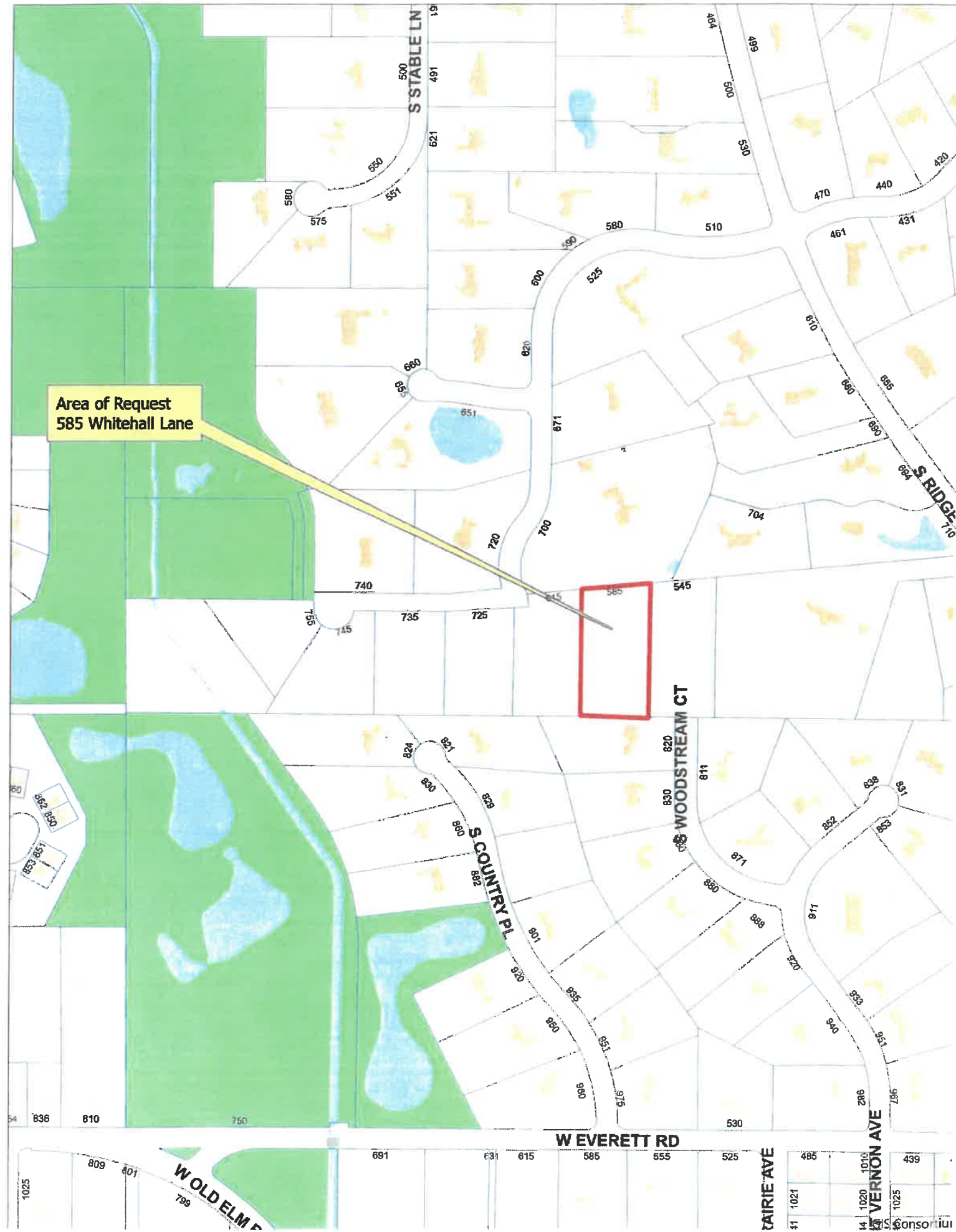
AYES:

NAYS:

ABSENT

BY:

ATTEST:



THE CITY OF LAKE FOREST

ORDINANCE NO. 2026- ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 585 WHITEHALL LANE

WHEREAS, Edward and Margaret Fiorentino ("**Owners**") are the owners of that certain real property commonly known as 585 Whitehall Lane, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

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

WHEREAS, the Owners desire to 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 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 July 1, 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. Owners propose to construct the Improvements as depicted on the Plans,

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

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

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

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

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

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

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

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

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

PASSED THIS __ DAY OF _____, 2026.

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

PASSED THIS __ DAY OF _____, 2026.

Mayor

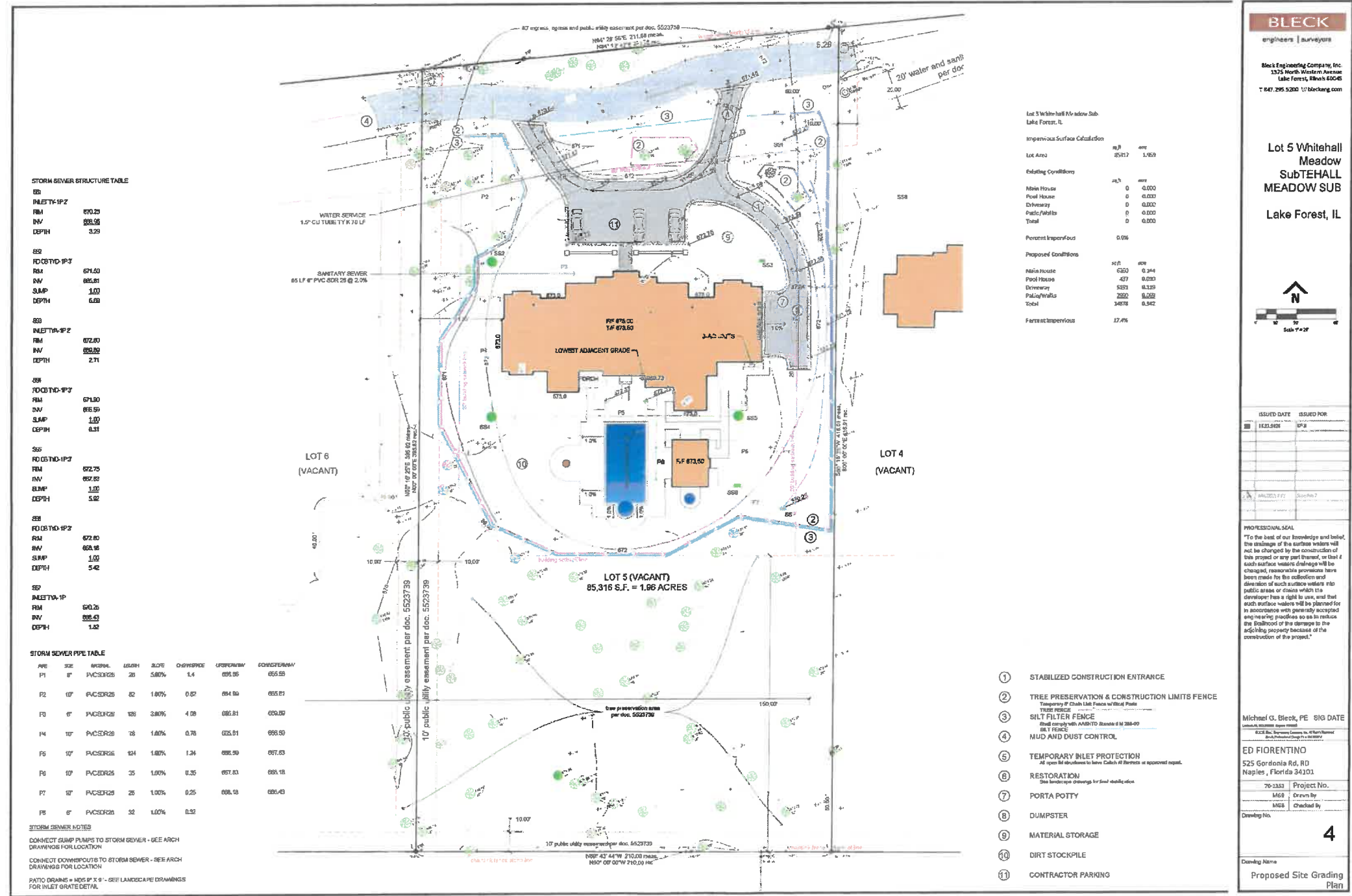
ATTEST:

City Clerk

GROUP EXHIBIT B

The Plans

PROPOSED SITE PLAN



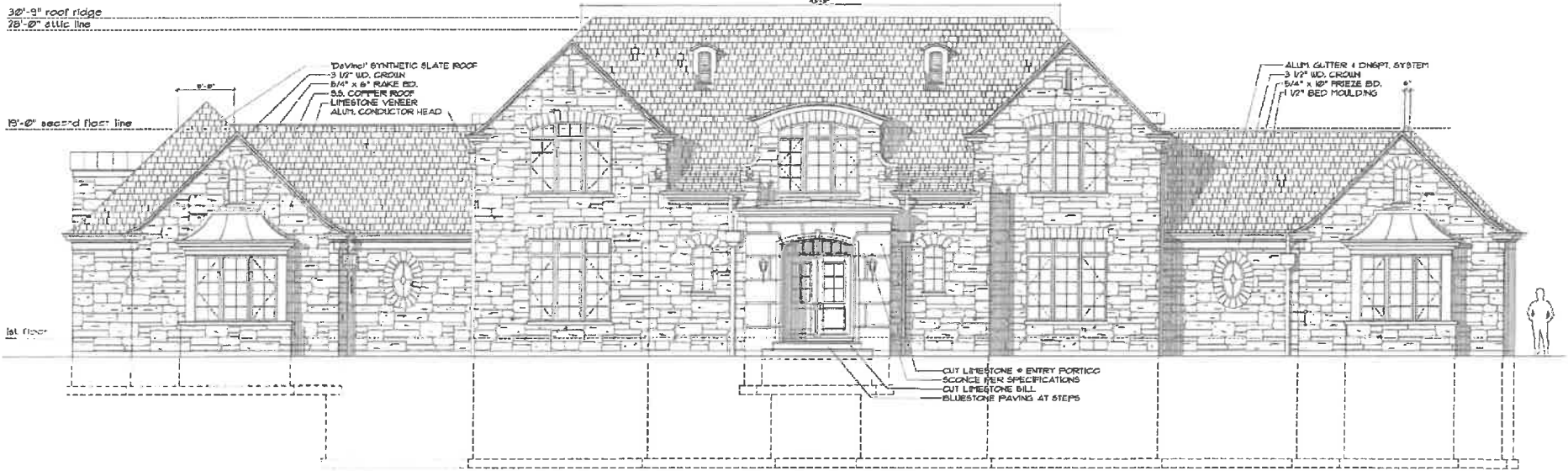
GROUP EXHIBIT B

The Plans

C U X

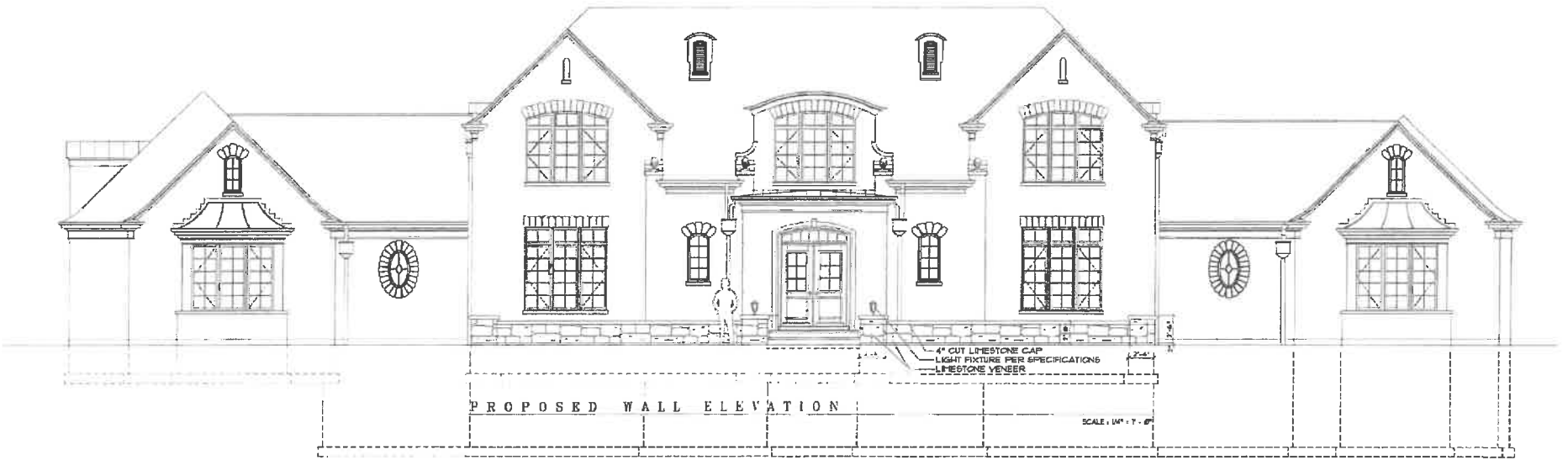
NORTH ELEVATION

WALL ELEVATION



PROPOSED NORTH ELEVATION

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



PROPOSED WALL ELEVATION

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

THESE PLANS WERE PREPARED BY THE ARCHITECT FOR THE CLIENT AND ARE NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. ANY REPRODUCTION OR ALTERATION OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT IS PROHIBITED. © 2004 BY THE ARCHITECT.

FIORENTINO RESIDENCE
LOT 5
888 WEST 5
LAWSON, ILLINOIS

DANIEL B. HENNINGSON
ARCHITECT
1000 N. WILSON AVE.
CHICAGO, ILL. 60642
(773) 344-1111

BENDIXON
DESIGN
GROUP
TYPE: RESIDENTIAL & COMMERCIAL DESIGN

PREPARED BY:

DATE:

PROJECT NO.:

26004

SHEET:

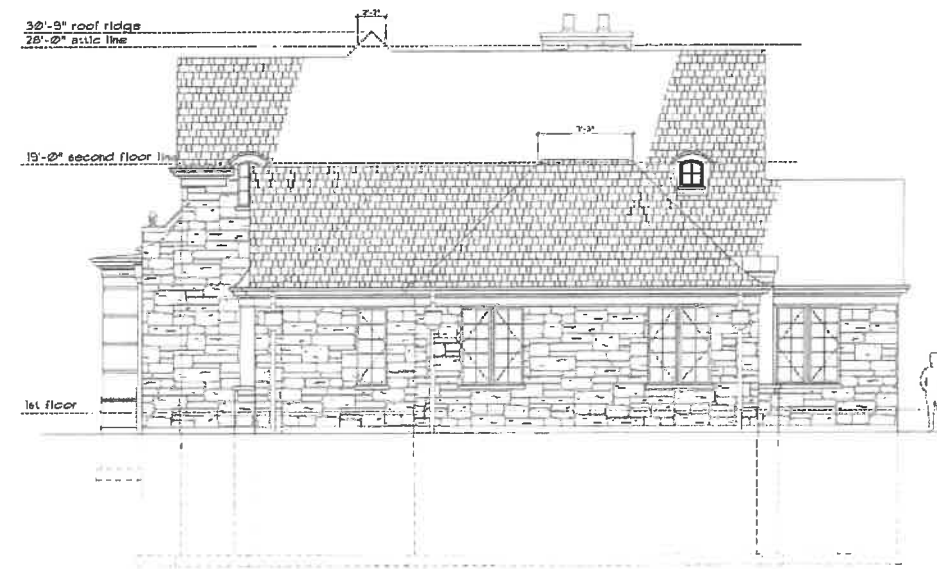
A-1

GROUP EXHIBIT B

The Plans

C V A

WEST ELEVATION



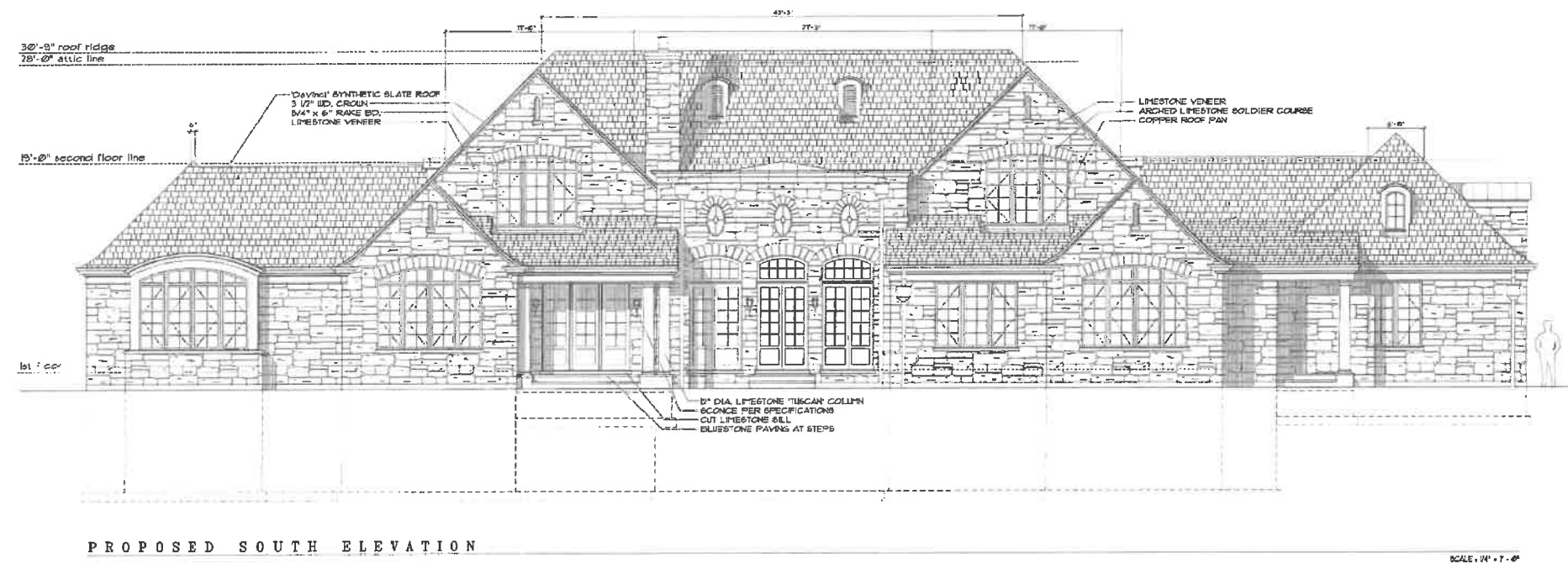
PROPOSED WEST ELEVATION

SCALE: 1/4" = 1' 0"

BRADLEY & BROWN RESIDENTIAL GROUP DESIGNED BY: [] DRAWN BY: [] CHECKED BY: [] DATE: 2004 SHEET: A-3		DANIEL E. BRIDGEMAN ARCHITECT 1000 N. WILSON AVE. CHICAGO, ILL. 60642 (312) 555-1234	FIORENTINO RESIDENCE 1000 N. WILSON AVE. CHICAGO, ILL. 60642	THIS DRAWING IS THE PROPERTY OF BRADLEY & BROWN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY NOTED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BRADLEY & BROWN. ANY VIOLATION OF THIS NOTICE SHALL BE SUBJECT TO LEGAL ACTION.
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The Plans

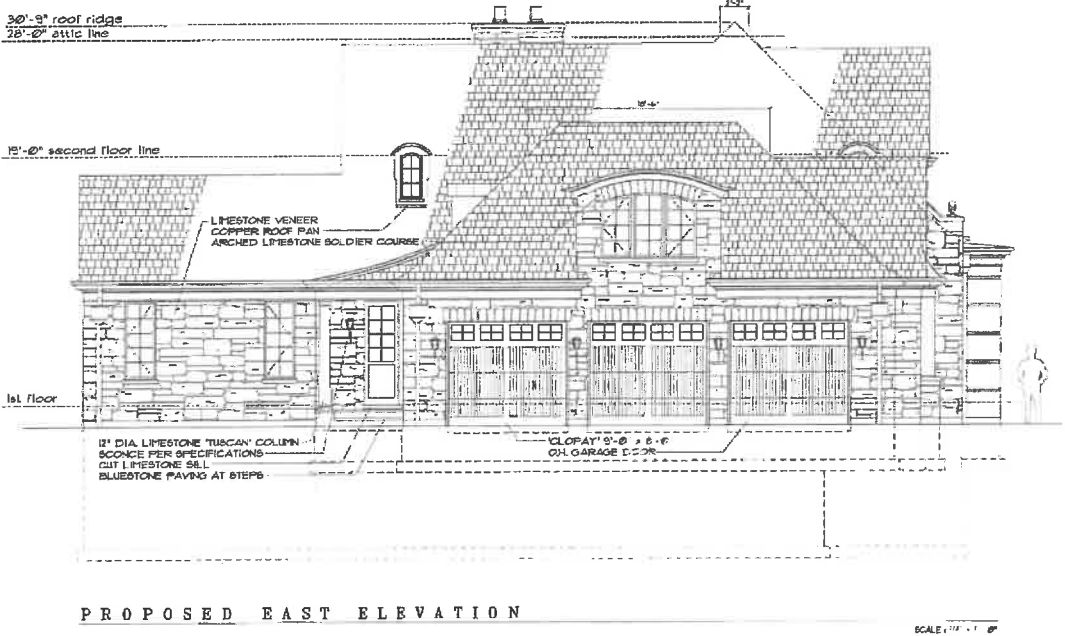
SOUTH ELEVATION

[illegible]

GROUP EXHIBIT B

The Plans

EAST ELEVATION

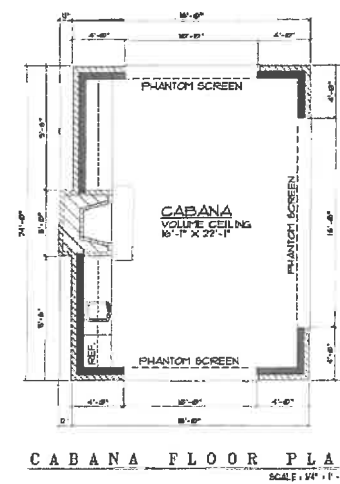
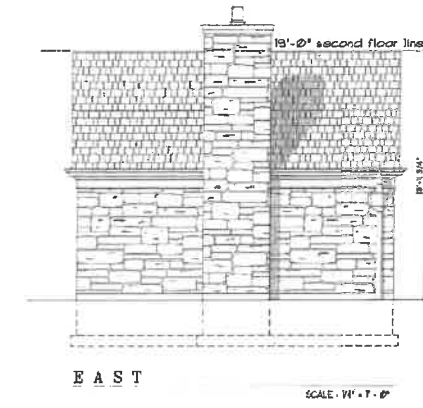
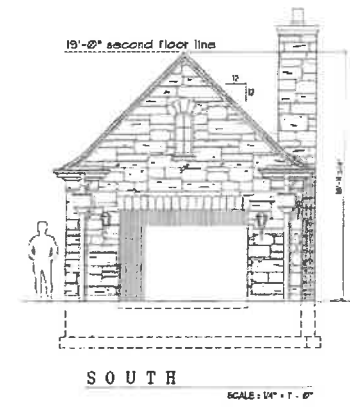
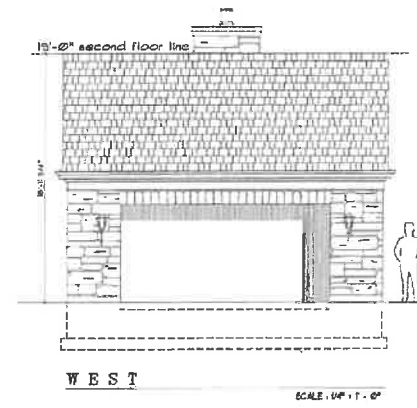
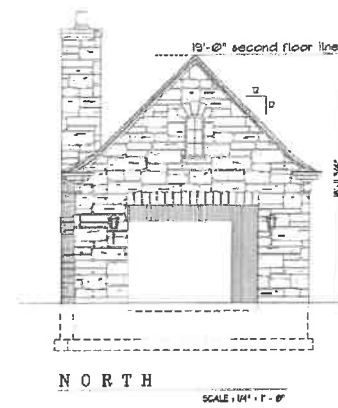


The use of these plans and specifications shall be limited to the project and site described herein. Any other use without the written consent of the architect is prohibited. The architect assumes no responsibility for the construction of the project or the quality of the materials used. The architect's office is located at 100 N. LaSalle Street, Suite 200, Chicago, IL 60610. Phone: (312) 555-1234. Fax: (312) 555-5678. Email: info@bendixengroup.com	
FIORENTINO RESIDENCE	
685 WHITEHALL LANE LAKE FOREST, ILLINOIS	
DANIEL R. BENDIXSON ARCHITECT 100 N. LA SALLE STREET, SUITE 200 CHICAGO, ILLINOIS 60610 (312) 555-1234 daniel@bendixson.com	BENDIXSON RESIDENTIAL GROUP FIVE RESIDENTIAL & COMMERCIAL DESIGNS
DATE: 01/15/2020 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]	PROVIDED BY: [Signature]
SHEET A-4	

GROUP EXHIBIT B

The Plans

CABANA ELEVATION



The work of Daniel & Benjamin Architects, Inc. is the result of the creative and professional efforts of the firm's staff. The firm is not responsible for the work of its subcontractors or for the work of its clients. The firm is not responsible for the work of its clients. The firm is not responsible for the work of its clients.

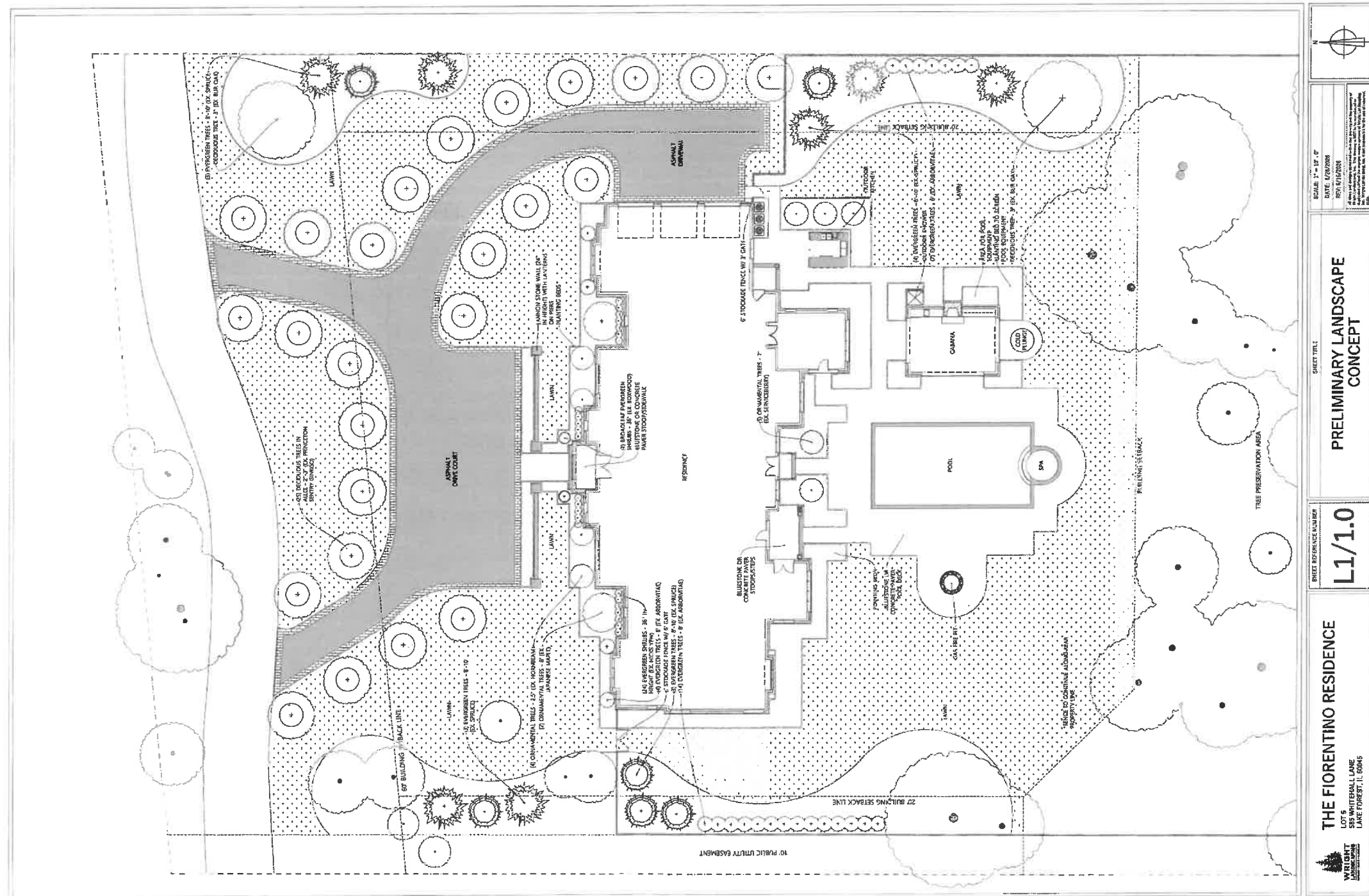
FIORENTINO RESIDENCE
 685 WHITEHALL LANE
 LAKE FOREST, ILLINOIS

DANIEL & BENJAMIN ARCHITECTS
 200 N. WILSON AVENUE
 SUITE 200
 LAKE FOREST, ILLINOIS 60045

BRUNNEN DESIGN GROUP
 1000 N. WILSON AVENUE
 SUITE 200
 LAKE FOREST, ILLINOIS 60045

PREPARED BY: [Signature]
 DATE: 10/1/04
 SCALE: 1/4" = 1' - 0"
 SHEET: A-9

CONCEPTUAL LANDSCAPE AND HARDSCAPE PLAN



THE CITY OF LAKE FOREST

ORDINANCE NO. 2026- ____

AN ORDINANCE APPROVING DEMOLITION, ARCHITECTURAL AND SITE DESIGN FOR
THE PROPERTY LOCATED AT 1380 W. EVERETT ROAD

WHEREAS, Brian and Katarzyna Nienhaus ("**Owners**") are the owners of that certain real property commonly known as 1380 W. Everett Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

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

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

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on June 3rd and July 1st, 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. the existing structure is not architecturally or historically significant,
3. Owners propose to construct the Improvements as depicted on the plans,
4. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with the recommended conditions and the Plans, will meet the design standards and requirements of Section 150.147 of the City Code,

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

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

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

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

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

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

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

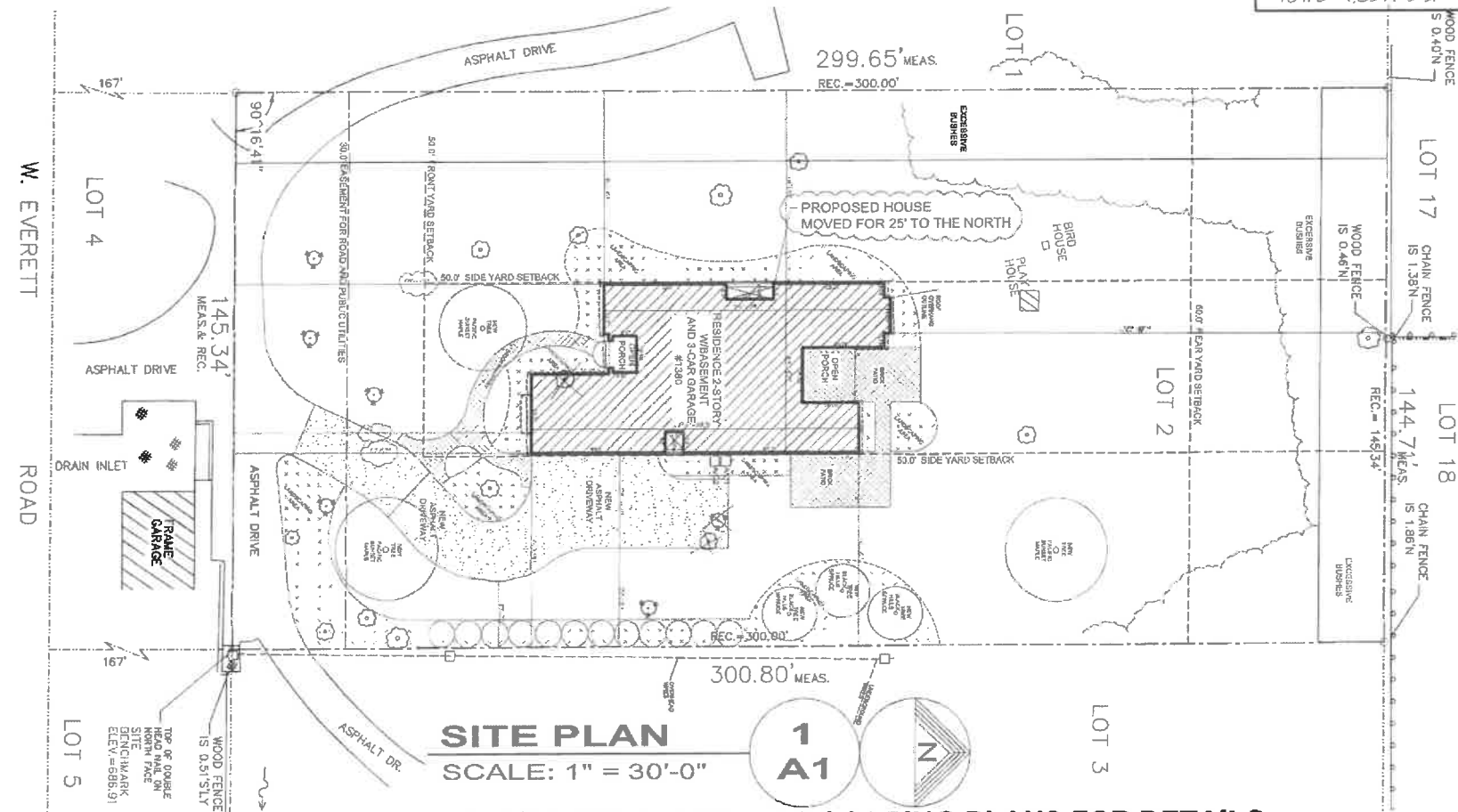
The Plans

SITE PLAN

PROJECT DATA	
ZONING DISTRICT- R-4	PIN# 16-07-102-013-0000
LOT AREA: 43,483.0 SF (MIN. 40,000.05F)	
LOT AREA IN CALCULATION: 39,122.8 SF	
MAX. BLDG. SIZE: $(LA \times 0.05) + 3,000 = 4,956.14$ SF	

	EXISTING	PROPOSED
BASEMENT (NOT INCLUDED IN F.A.R. CALC.)	---	1,475.56 (NOT INCLUDED IN F.A.R. CALC.)
1st FLOOR	---	2,289.69
GARAGE (EXEMPTION 600.0)	---	790.26 (ONLY 190.26 INCLUDED IN F.A.R. CALC.)
2nd FLOOR	---	2,046.78
ATTIC	---	310.7
		TOTAL -4,837.43 SF

SETBACKS AND BUILDING HEIGHT	REQUIRED	PROPOSED
FRONT YARD SETBACK	50.0'	77.45'
INTERIOR SIDE YARD	50.0'	50.5' and 50.81'
CORNER YARD	---	---
REAR YARD SETBACK	50.0'	128.92'
MAX HEIGHT FROM LOWEST GRADE	35.0'	29.0'
ADJACENT: PRIOR TO CONSTRUCTION TO ROOF EDGE LINE		



LANDSCAPING- SEE LANDSCAPING PLANS FOR DETAILS

DRAWING LIST

SITE PLAN

NEW CONSTRUCTION-SINGLE FAMILY RESIDENCE

180 W EVERETT RD, LAKE FOREST, IL

SHEET NO

A1

ISSUE DATES

DATE	DESCRIPTION
05.20.2023	PRELIMINARY PLANS

JOB NO 26010

DRAWN BY:
ANDY KACPRZYNSKI
ANASTASIA BUELYK

PROFESSIONAL ARCHITECT

ANDY KACPRZYNSKI

tel 773 2675

ANDY@PROPLANARCHITECT.COM

GROUP EXHIBIT B

The Plans
X C

REVISED RENDERINGS



REAR VIEW (NORTH SIDE)



FRONT VIEW (SOUTH SIDE)



SIDE VIEW (WEST SIDE)



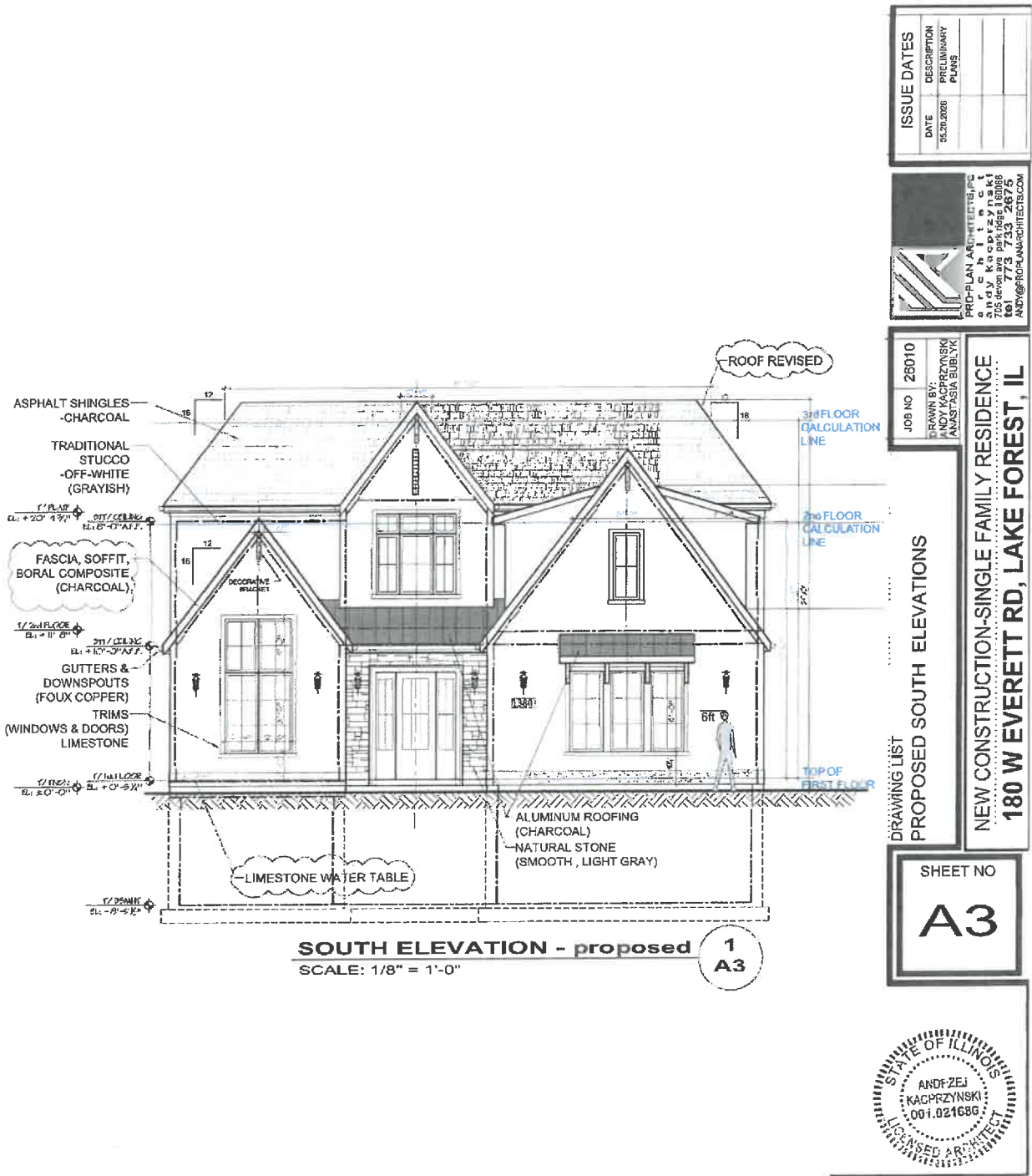
SIDE VIEW (EAST SIDE)

ISSUE DATES	
DATE	DESCRIPTION
06.20.2024	PRELIMINARY PLANS
PROPLAN ARCHITECTS, P.C. 180 W EVERETT RD, LAKE FOREST, IL 60045 TEL 773.773.2873 ANDREW@PROPLANARCHITECTS.COM	
JOB NO. 26010	DRAWN BY: ANDRZEJ KACPRZYNSKI
DRAWING LIST 3D RENDERINGS	
SHEET NO. A2	
NEW CONSTRUCTION-SINGLE FAMILY RESIDENCE 180 W EVERETT RD, LAKE FOREST, IL	

GROUP EXHIBIT B

The Plans

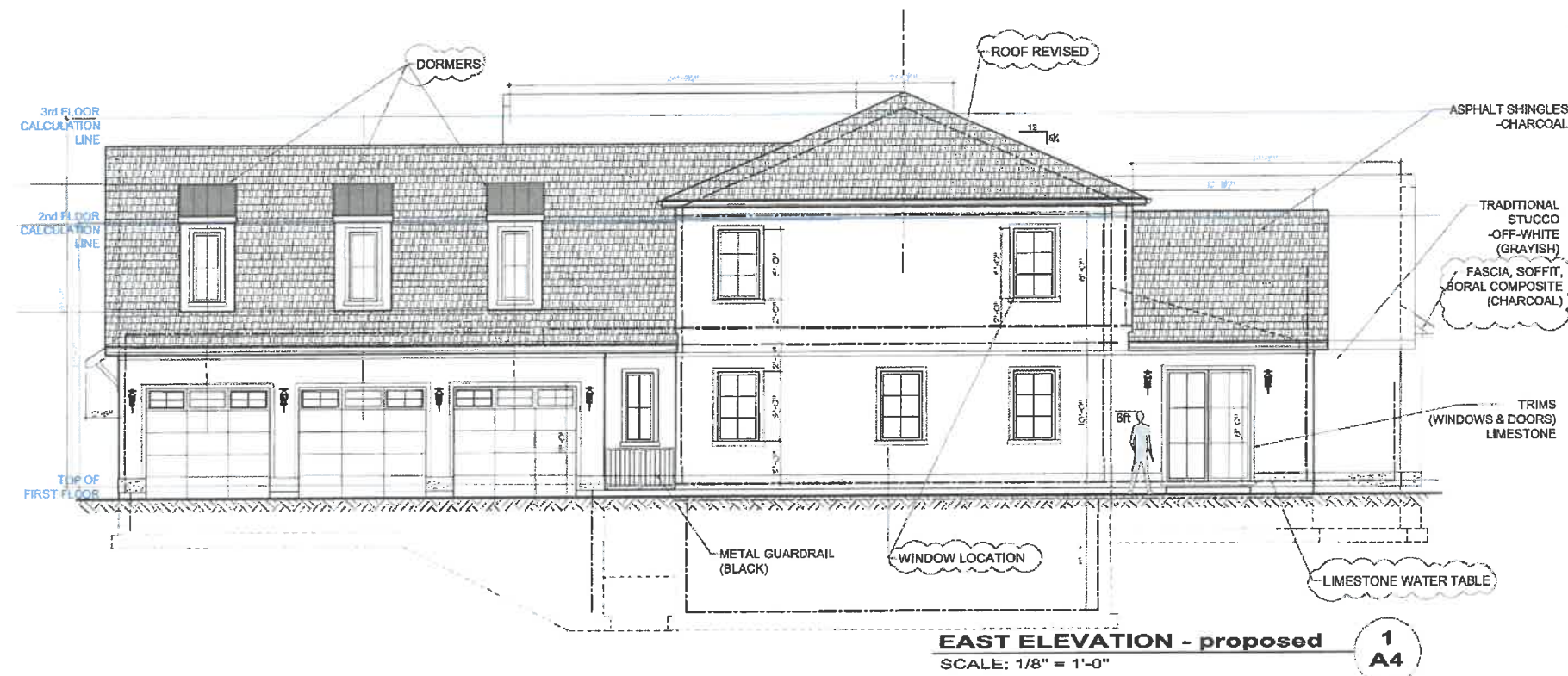
SOUTH (FRONT) ELEVATION



GROUP EXHIBIT B

The Plans

EAST (SIDE) ELEVATION



ISSUE DATES		
DATE	DESCRIPTION	PREPARED BY
05/20/2025	PRELIMINARY	PLANS



JOB NO.	28010
DRAWN BY	ANASTASIA BIELYK
CHECKED BY	ANASTASIA BIELYK

DRAWING LIST
PROPOSED EAST ELEVATION

NEW CONSTRUCTION-SINGLE FAMILY RESIDENCE
180 W EVERETT RD, LAKE FOREST, IL

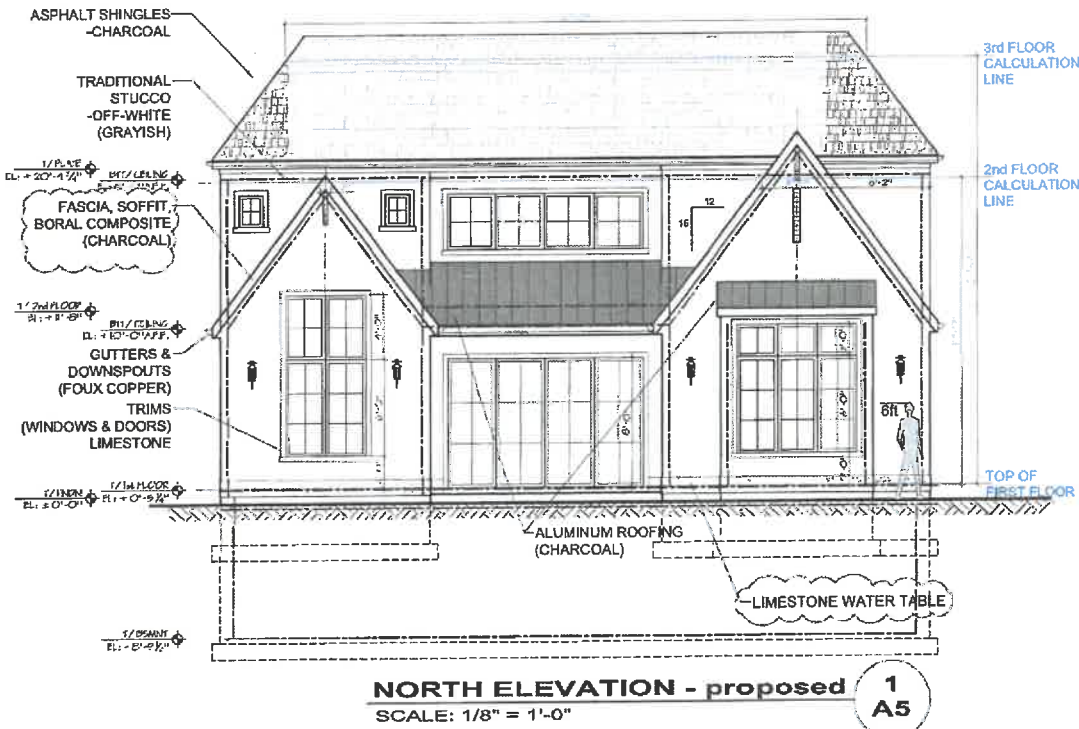
SHEET NO.
A4



GROUP EXHIBIT B

The Plans

NORTH (REAR) ELEVATION



ISSUE DATES	
DATE	DESCRIPTION
05.20.2023	PRELIMINARY PLANS

PRO-PLAN ARCHITECTURAL, PC
215 N. WILSON ST. SUITE 100
CHICAGO, IL 60642
Tel: 773.733.2675
AND@PROPLANARCHITECTS.COM

JOB NO. 26010
DRAWN BY: ANASTASIA BURLYK
CHECKED BY: ANDRZEJ KACPRZYNSKI

DRAWING LIST
PROPOSED NORTH ELEVATIONS

NEW CONSTRUCTION-SINGLE FAMILY RESIDENCE
180 W EVERETT RD, LAKE FOREST, IL

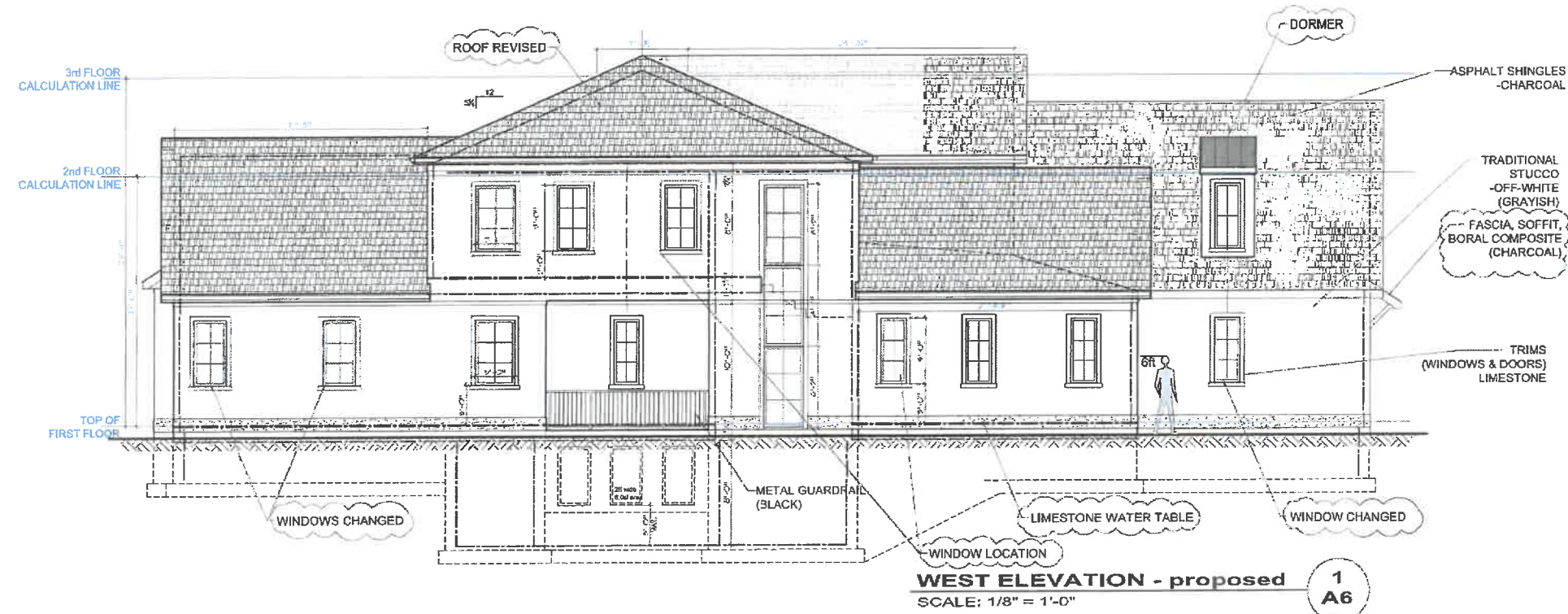
SHEET NO
A5

STATE OF ILLINOIS
ANDRZEJ KACPRZYNSKI
001.021686
LICENSED ARCHITECT

GROUP EXHIBIT B

The Plans

WEST (SIDE) ELEVATION



ISSUE DATES	
DATE	DESCRIPTION
06/03/2026	PRELIMINARY PLANS

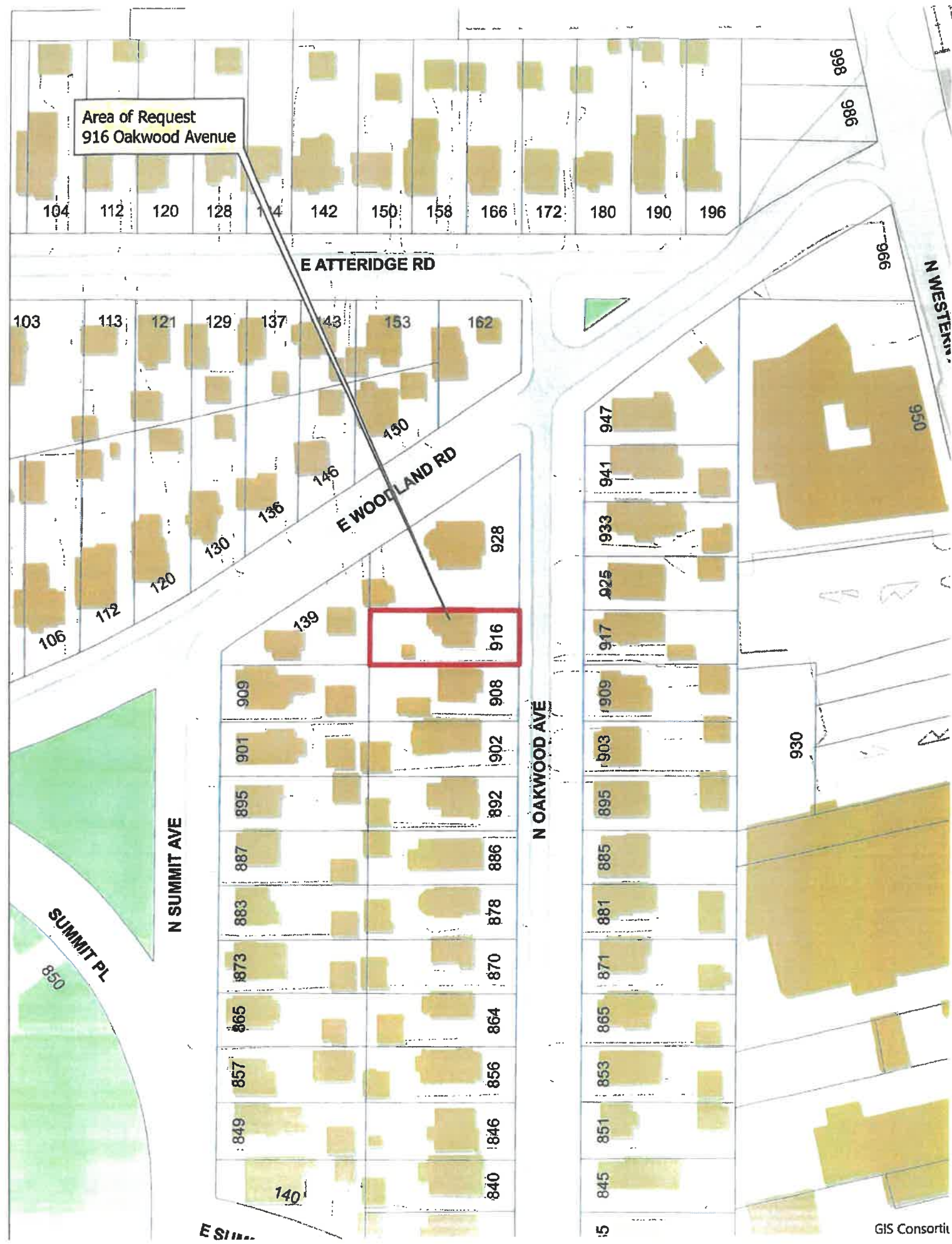


JOB NO.	26010
DRAWN BY	ANDREW KACPRZYNSKI
CHECKED BY	ANASTASIA BULBYK

DRAWING LIST
PROPOSED WEST ELEVATION

SHEET NO
A6





THE CITY OF LAKE FOREST

ORDINANCE NO. 2026-__

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN
REVIEW, LIMITED DEMOPLITION, AND GRANTING A FLOOR AREA EXCEPTION FOR
THE PROPERTY LOCATED AT 916 OAKWOOD AVENUE

WHEREAS, Hawkins Gay and Madeline Bertha ("**Owners**") are the owners of that certain real property commonly known as 916 Oakwood Avenue, 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 District; and

WHEREAS, the Owners desire to complete limited demolition and construct additions and alterations ("**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, the Improvements as depicted on the Plans would exceed the maximum floor area allowances as set forth in Section 150.148 (C) of the City Code, which apply to new construction on, or additions and alterations to existing construction on, residential property; and

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on April 1, 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-2 District under the City Code,
2. Owners propose to construct the Improvements as depicted on the Plans,
3. as depicted on the Plans, a portion of the Improvements exceed the maximum floor area allowances set forth in Section 150.148(C) of the City Code,
4. the Improvements are consistent with the design standards in Section 150.147 of the City Code,
5. the existing and planned vegetation along the west property line effectively mitigates the appearance of excessive mass of the structure and as a result, the proposed development of the Improvements as set forth on the Plans are in keeping with the streetscape and overall neighborhood,
7. the proposed Improvements will not have a significant negative impact on the light to or views from neighboring homes,
7. the height and mass of the Improvements will generally be compatible with the height and mass of the existing residence, structures on adjacent lots, buildings on the street and on adjacent streets, and other residences in the neighborhood,
8. 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' 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 and exception to the maximum allowable floor area, 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: 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 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: Maximum Floor Area Exception Granted. Pursuant to Section 150.148 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 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 in combination with all other structures on the Property to have a maximum square footage not to exceed 2,937 square feet.

SECTION FOUR: Conditions on Approval. The approval granted pursuant to Sections Two and Three of this Ordinance shall be, and are 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. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owners shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.
- F. Other conditions. The improvements shall be substantially in conformance with the Board's deliberations as reflected on **Exhibit C**, Notice of Action – Board Recommendation, attached hereto.

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

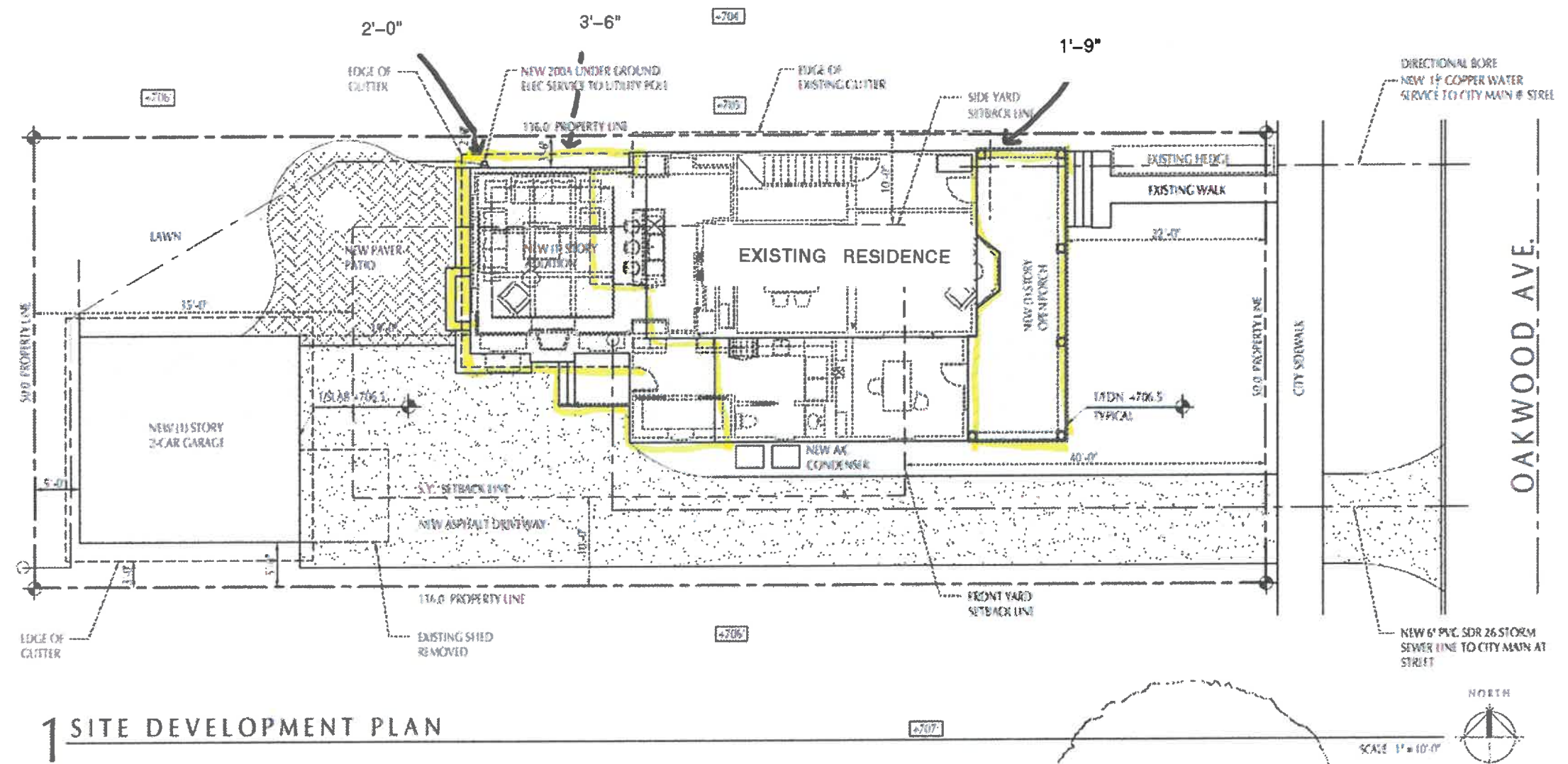
ABSTAIN: ()

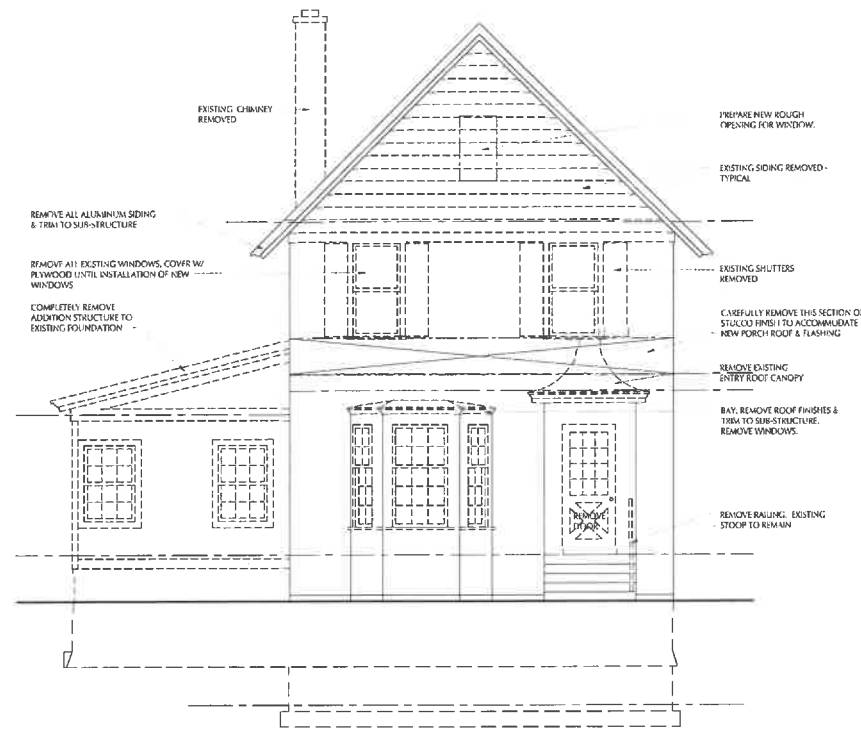
PASSED THIS __ DAY OF _____, 2026.

Mayor

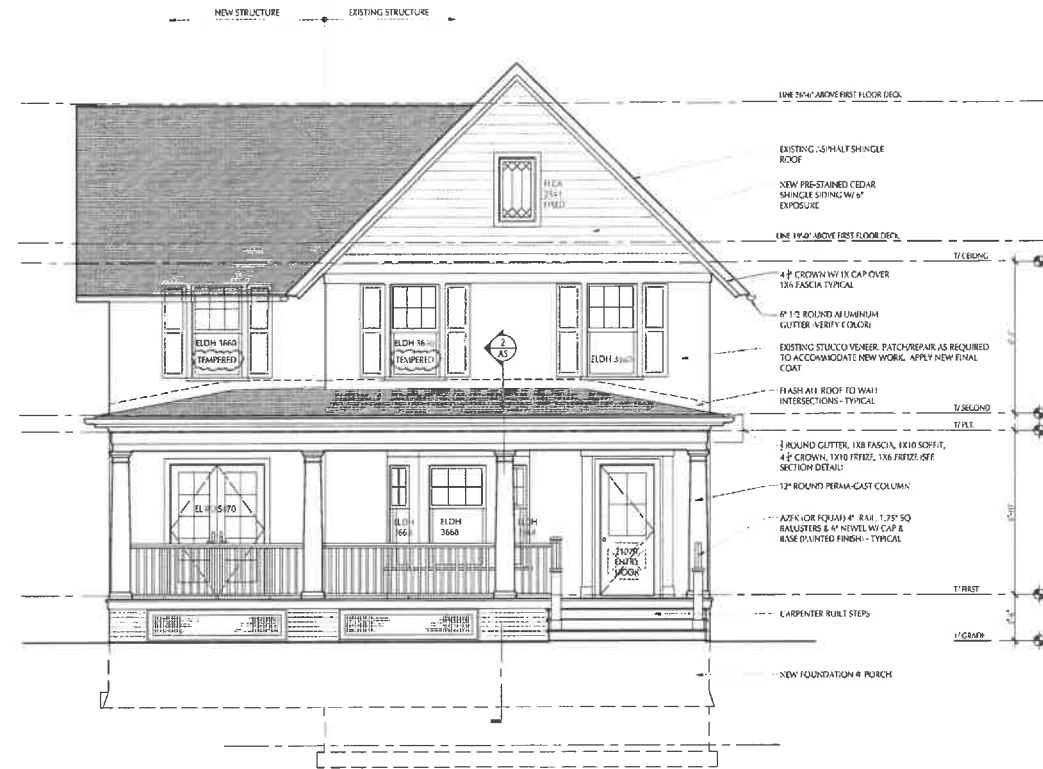
ATTEST:

City Clerk





1 EXISTING FRONT DEMO & REMOVAL ELEVATION SCALE 1/4" = 1'-0"



2 PROPOSED FRONT ELEVATION SCALE 1/4" = 1'-0"

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THE BERTHA-GAY RESIDENCE
915 OAKWOOD AVE LAKE FOREST, IL
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STREIGHTIFF
1105 S. 11th Street
Lake Forest, Illinois 60045
www.streightiff.com



310057 NO
A7
OF 12 SHEETS

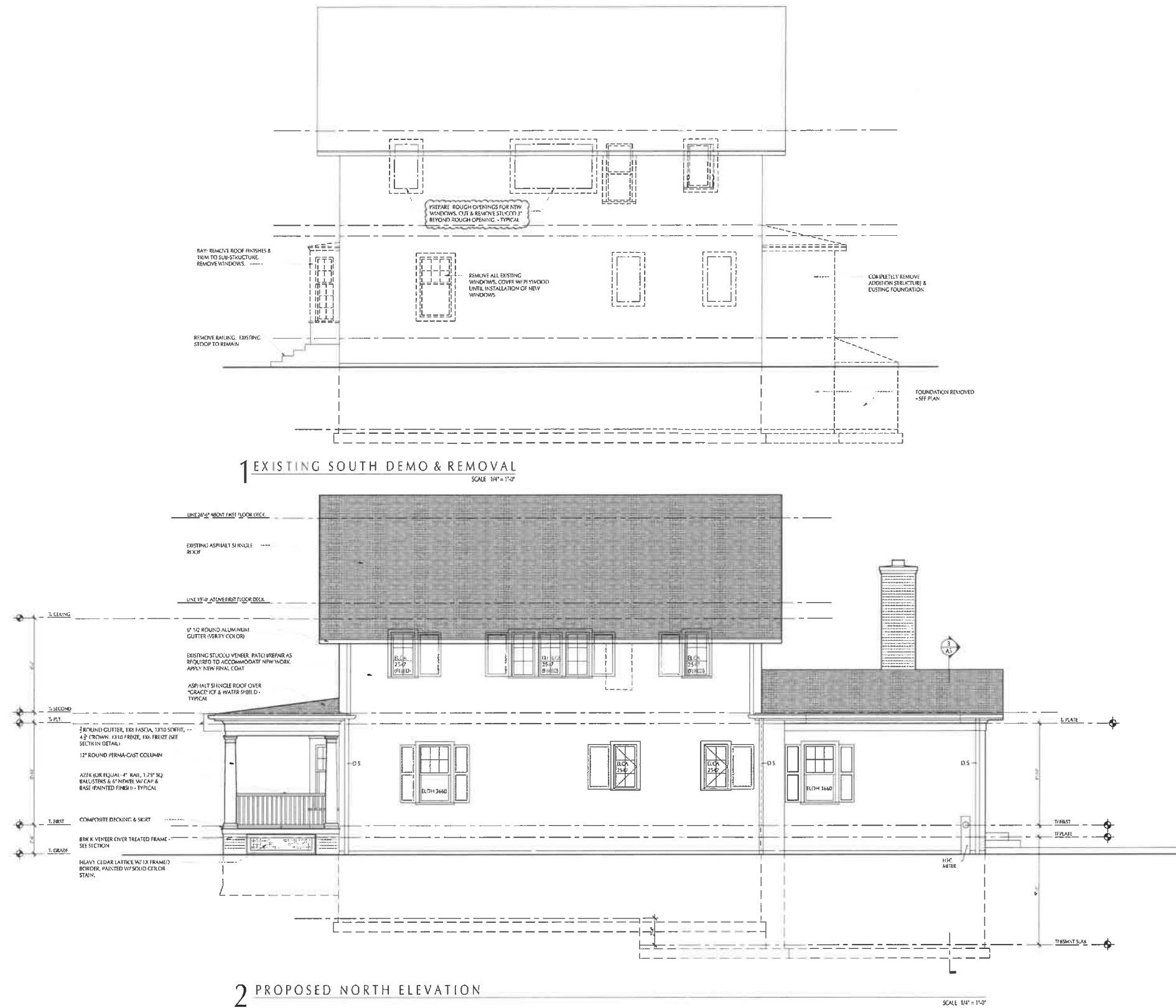


SHEET NO
A8
OF 12 SHEETS



SHEET NO
A9
OF 12 SHEETS

FILE NAME DATE PLOT SCALE 1/4" = 1'-0"



NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
1	10/1/23	ISSUED FOR PERMIT	2	10/1/23	ISSUED FOR PERMIT
2	10/1/23	ISSUED FOR PERMIT	3	10/1/23	ISSUED FOR PERMIT
3	10/1/23	ISSUED FOR PERMIT	4	10/1/23	ISSUED FOR PERMIT

THE BERTHA-GAY RESIDENCE
916 OAKWOOD AVE
LAKE FOREST, IL
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STREIGHTIFF
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Lake Forest, Illinois 60045
www.streightiff.com



SHEET NO
A10
OF 12 SHEETS



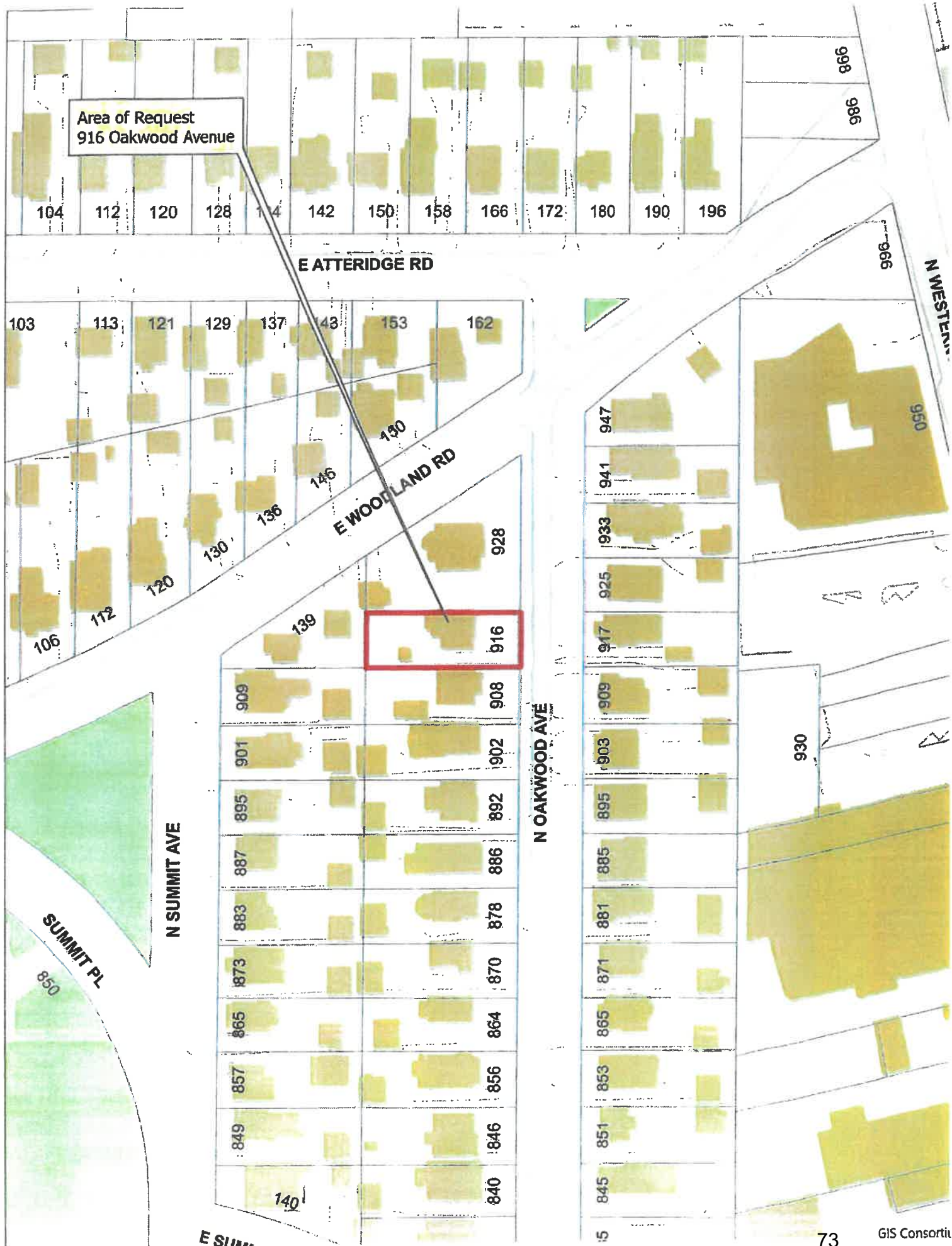
1001

THE BERTH
916 OAKWOOD AVE

STREIGHTIF
555 Oldwood Avenue
Lake Forest, Illinois 60015
T 847.521.4000
www.STREIGHTIF.com



SHEET NO
A11
OF 12 SHEETS



Are THE CITY OF LAKE FOREST

ORDINANCE NO. 2026-__

AN ORDINANCE GRANTING VARIANCES FROM THE FRONT AND SIDE YARD
SETBACKS FOR PROPERTY LOCATED AT 916 OAKWOOD AVENUE

WHEREAS, Hawkins Gay and Madeline Bertha ("**Owners**") are the owners of that certain real property commonly known as 916 Oakwood Avenue, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

WHEREAS, the Owners desire to do limited demolition on portions of the existing residence and construct an open front porch and rear and second floor additions ("**Improvements**") as depicted on the site plan attached hereto as Group Exhibit B ("**Plans**"); and

WHEREAS, the Owners submitted an application ("**Application**") requesting approval of variances from Section 159.085, R-1 Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements within the front and side yard setbacks; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on March 30, 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 open front porch is sited generally consistent with porches on other homes along Oakwood Avenue. Front porches are common in this area and consistent with the overall character.
2. The rear addition will extend no further toward the north property line than the existing residence and will not be visible from the streetscape.
3. The lot coverage proposed is similar to lot coverages found on other properties in the neighborhood.
4. The lot was created and the residence was constructed prior to current zoning regulations and prior to the City's adoption of a Zoning Code. The existing residence is nonconforming to current zoning setback requirements.

5. The hardship in complying with current zoning requirements is the result of construction of the residence in 1910 and the earlier creation of the lot.
6. No evidence was submitted alleging that granting variances will result in improvements that will substantially and negatively impact property values.

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

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

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

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

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

SECTION THREE: Zoning Setback Variances Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variances to allow an open front porch to extend no closer than 22' to the front property line and no closer than 1'9" to the north property line as measured from the point of furthest encroachment, to allow a rear, single story addition to encroach no closer than 1'9" to the north property line as measured from the point of furthest encroachment, and to limit the lot coverage for structures to no more than 37% of the entire 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.
- 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: ()

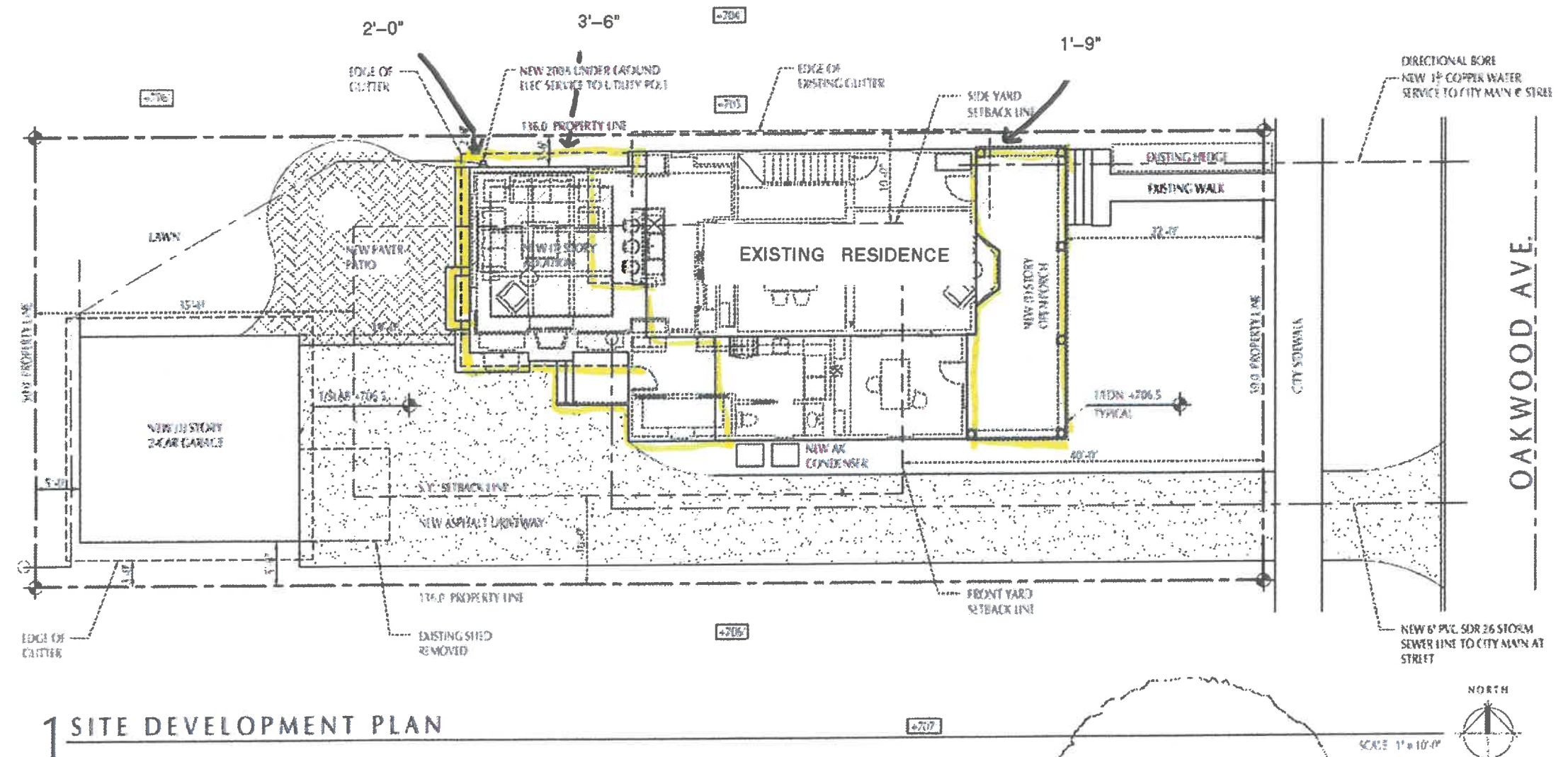
ABSTAIN: ()

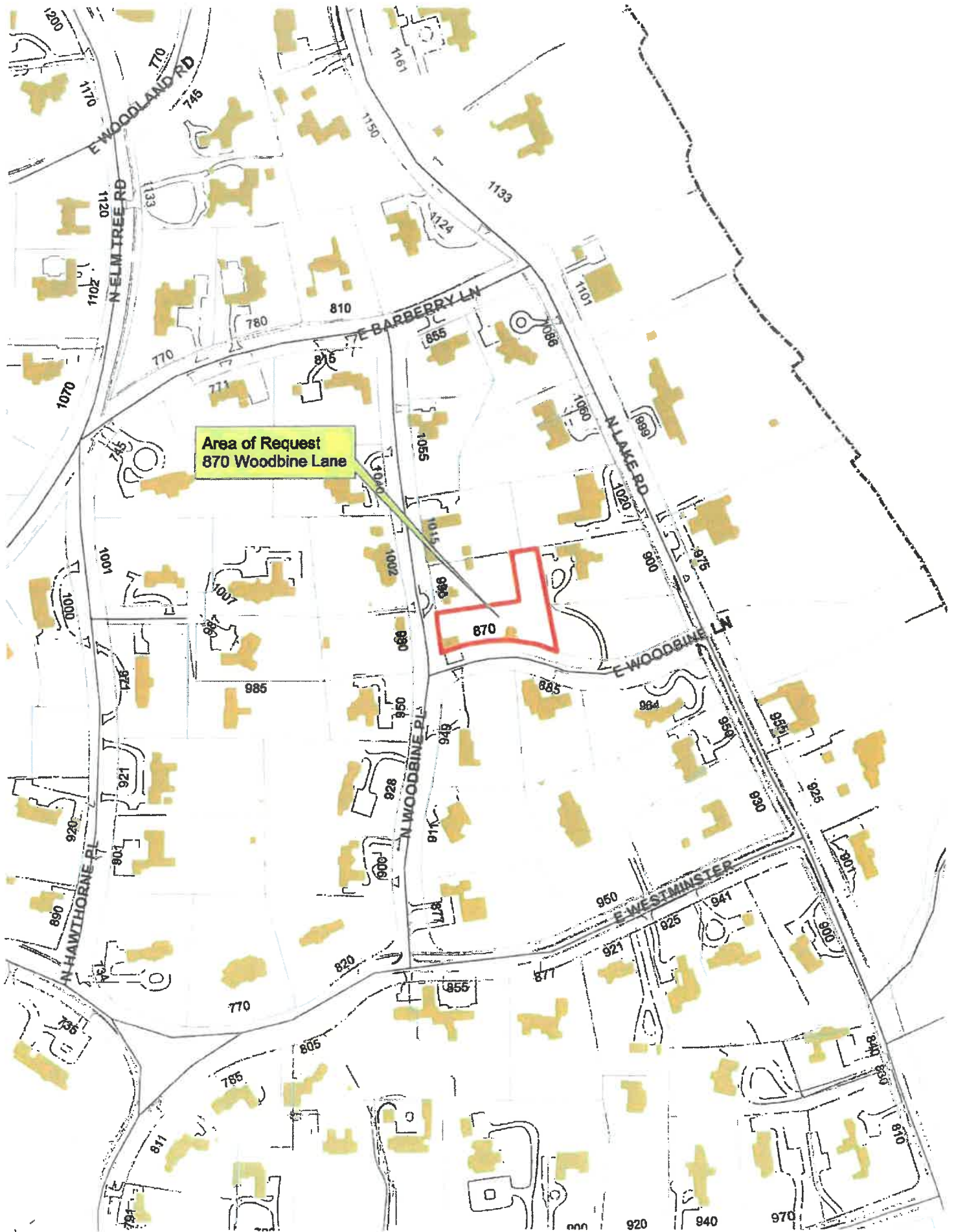
PASSED THIS __ DAY OF _____, 2026.

Mayor

ATTEST:

City Clerk





Are THE CITY OF LAKE FOREST

ORDINANCE NO. 2026-__

**AN ORDINANCE GRANTING A VARIANCE FROM THE FRONT YARD SETBACK FOR
PROPERTY LOCATED AT 870 WOODBINE Lane**

WHEREAS, Chicago Title Land Trust #8002349280 (Bianca Timbota Balia), ("**Owner**") is the owner of that certain real property commonly known as 870 Woodbine Lane, 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 single family residence ("**Improvements**") as depicted on the site plan attached hereto as Group Exhibit B ("**Plans**"); and

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

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on April 27, 2026 and May 26, 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 siting of the proposed residence and attached garage encroach into the corner side yard setback to a lesser extent than the existing cottage and garage. The siting of the residence B is generally consistent with the pattern of development along Woodbine Place and Woodbine Lane. Many structures in this area encroach into the setbacks along the streetscapes.
2. A variance to allow an encroachment of the home into the corner side yard setback along Woodbine Lane will not significantly alter the essential character of the neighborhood given the closeness of other structures to the streets in this area.

A variance to allow a portion of the driveway to be wider than 16 feet within the front yard setback will not significantly alter the character of the neighborhood. The driveway is located a significant distance from Woodbine Place and much further back from the streetscape than the existing garage which will be removed.

3. The Historic Preservation Commission reviewed the design aspects of the proposed residence for compliance with the applicable standards for the Historic District and the surrounding neighborhood and granted approval.
4. The conditions upon which the variances are requested are generally unique to this property and include the irregular configuration of the property, the size of the property, the presence of a ravine on the east side of the property, and the history of the property as outbuildings for a large estate. These factors in combination are not commonly found on other properties in the R-4 District.
5. The hardship or practical difficulties on which the request for variances is based include the unique history of the property, the unusual lot configuration, the creation of the parcel prior to the adoption of current zoning regulations, and the fact that the by right buildable area is very limited.
6. No evidence has been submitted indicating that the variances, if approved, will increase congestion, endanger public safety, or substantially diminish property values in the neighborhood.

A drainage and grading plan, prepared by a Licensed Professional Engineer will be required at the time of submittal for building permit and will be subject to review and approval by the City Engineer to verify that stormwater that currently passes on to or across the property is properly accommodated through on site storm sewer improvements.

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

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

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

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

SECTION THREE: Zoning Setback Variances Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variances to allow a new single family residence to encroach no closer than 10 feet to the south property line as measured from the point of furthest encroachment including the eave and gutters of the residence and to allow a portion of the driveway to exceed a width of 16 feet within the front yard setback as reflected on the site plan.

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

- A. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. **Compliance with Laws.** Chapters, 150, regarding building and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.

- C. Tree Preservation. The Owner will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Staging, Parking and Storage. Prior to the issuance of building permits, a plan for staging and storage of construction and demolition materials and a plan for parking construction vehicles shall be submitted and will be subject to City review and approval.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- F. Fees and Costs. The Owner shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the 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.

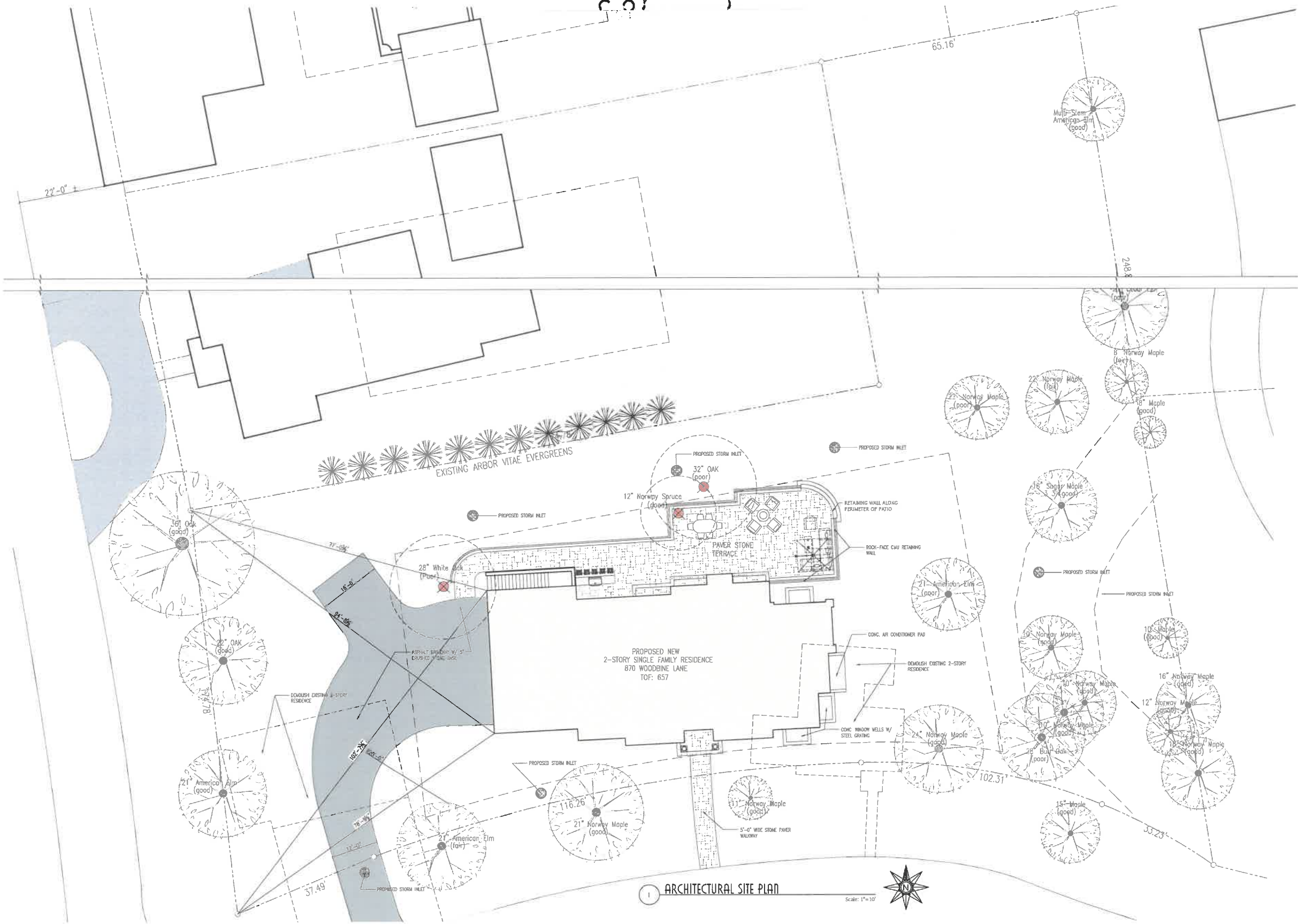
Mayor

ATTEST:

City Clerk

GROUP EXHIBIT B

The Plans



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These drawings are, and shall remain the exclusive property of R.M. SWANSON ARCHITECTS and are released for construction purposes only. The use of these plans and specifications is limited to the project and site shown. No part of these drawings may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of R.M. SWANSON ARCHITECTS. The drawings are not to be used for any other purpose without the prior written permission of R.M. SWANSON ARCHITECTS. The drawings are not to be used for any other purpose without the prior written permission of R.M. SWANSON ARCHITECTS. The drawings are not to be used for any other purpose without the prior written permission of R.M. SWANSON ARCHITECTS.

PROFESSIONAL DESIGN FIRM #104-003936

RICHARD M. SWANSON
2015-013417
STATE OF ILLINOIS
02/2028

TIMBOTA-BELIA RESIDENCE
870 WOODBINE LANE
LAKE FOREST, ILLINOIS

R.M. SWANSON ARCHITECTS
1800 AMBULET CT.
LAKE FOREST, IL 60045
OFFICE: 847.334.4655
FAX: 847.615.8851

DESIGNED BY
RICHARD M. SWANSON, AIA

PREPARED BY
JULIO A. VEGA
ARCHITECT

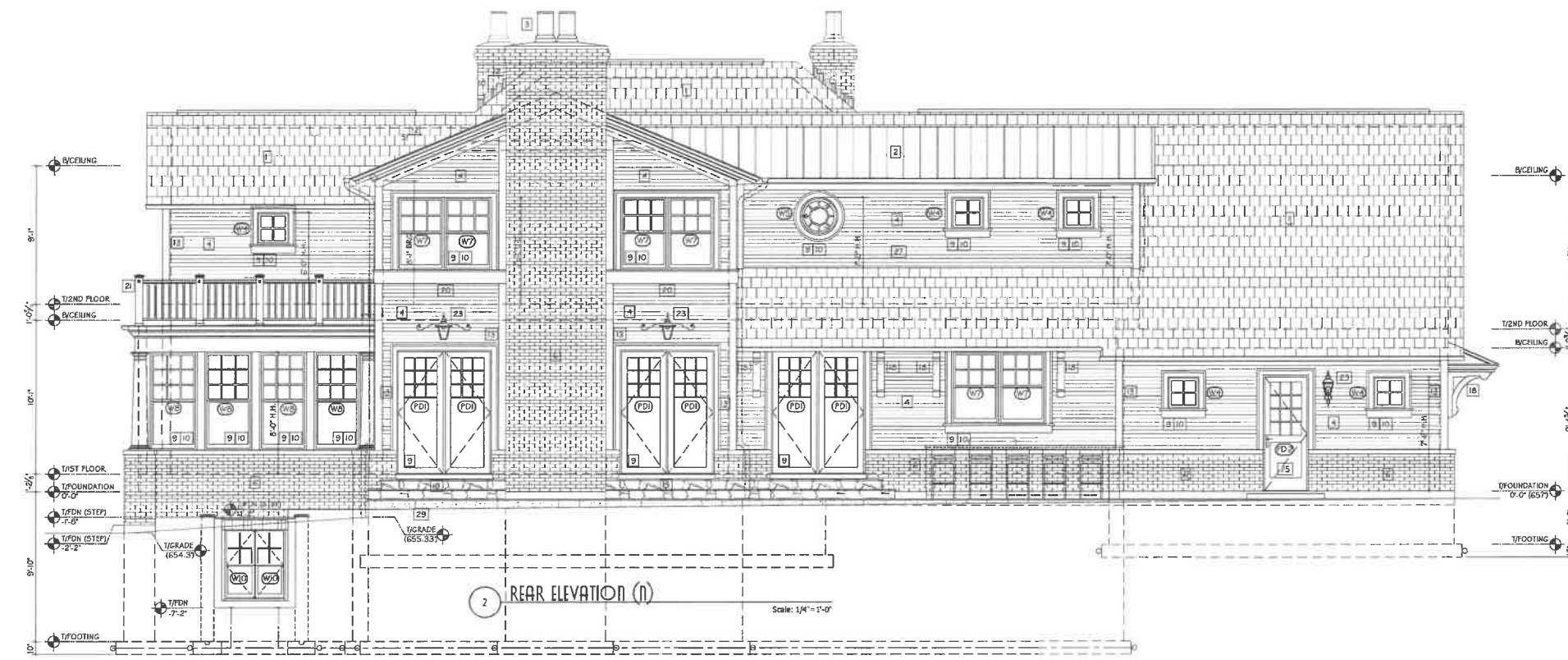
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PLAN NO
2616

SHEET
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12

The Plans



- | WINDOW/EXTERIOR DOOR SCHEDULE | | |
|---|--------|-------------------------------------|
| SYMBOL | SIZE | TYPE |
| (W) | 2'-4" | CASHEMIST (SR) |
| (W) | 2'-6" | CASHEMIST (SR) |
| (W) | 2'-8" | CASHEMIST (SR) |
| (W) | 2'-10" | CASHEMIST (SR) |
| (W) | 2'-12" | CASHEMIST (SD) |
| (W) | 2'-8" | ROUND-CASHEMIST |
| (W) | 2'-14" | CASHEMIST (SR) |
| (W) | 3'-4" | CASHEMIST (SR) |
| (W) | 3'-6" | CASHEMIST (SR) |
| (W) | 3'-8" | CASHEMIST (SR) |
| (W) | 3'-10" | CASHEMIST (SR) |
| (W) | 3'-12" | CASHEMIST (SD) |
| (W) | 2'-6" | FIXED-ARCHTOP PICTURE (SD) |
| (W) | 2'-8" | CASHEMIST (SR) |
| (W) | 2'-10" | CASHEMIST (SR) |
| (W) | 2'-12" | CASHEMIST (SR) |
| (P) | 2'-4" | SWINGING PATIO DOOR (SD) |
| (P) | 2'-6" | SWINGING PATIO DOOR (SD) |
| (P) | 2'-8" | SWINGING WOODGLASS |
| (E) | 3'-6" | WOODGLASS - 21" ARCH TOP ENTRY DOOR |
| O.M. | 6'-0" | GLASS DOORS |
| O.M. | 6'-0" | WOOD INSULATED |
| <p>GRG55 REQ-5 AT EACH BEDROOM
 MIN 5.7-5.9 C.G. CLEARANCE
 MIN 5.7-5.9 C.G. CLEARANCE
 (SD) SIMULATED DIVIDED LIFE GRILLS
 (SR) SIMULATED REAL RECTANGULAR
 W/ SPACER BAR FOR DBL. HUNG LOOK</p> | | |
| <p>WINDOW NOTE: GLAZING IN WINDOWS ADJACENT
 TO BATHROOMS SHALL HAVE TINTED GLASS</p> | | |
| <p>MASTER BEDROOM EXTERIOR GLASS DOORS
 TO HAVE INTEGRATED AND OPERABLE BLINDS
 BETWEEN GLASS</p> | | |

PROFESSIONAL
TIMBOTA-BELIA RESIDENCE

870 WOODBINE LANE
LAKE FOREST, ILLINOIS

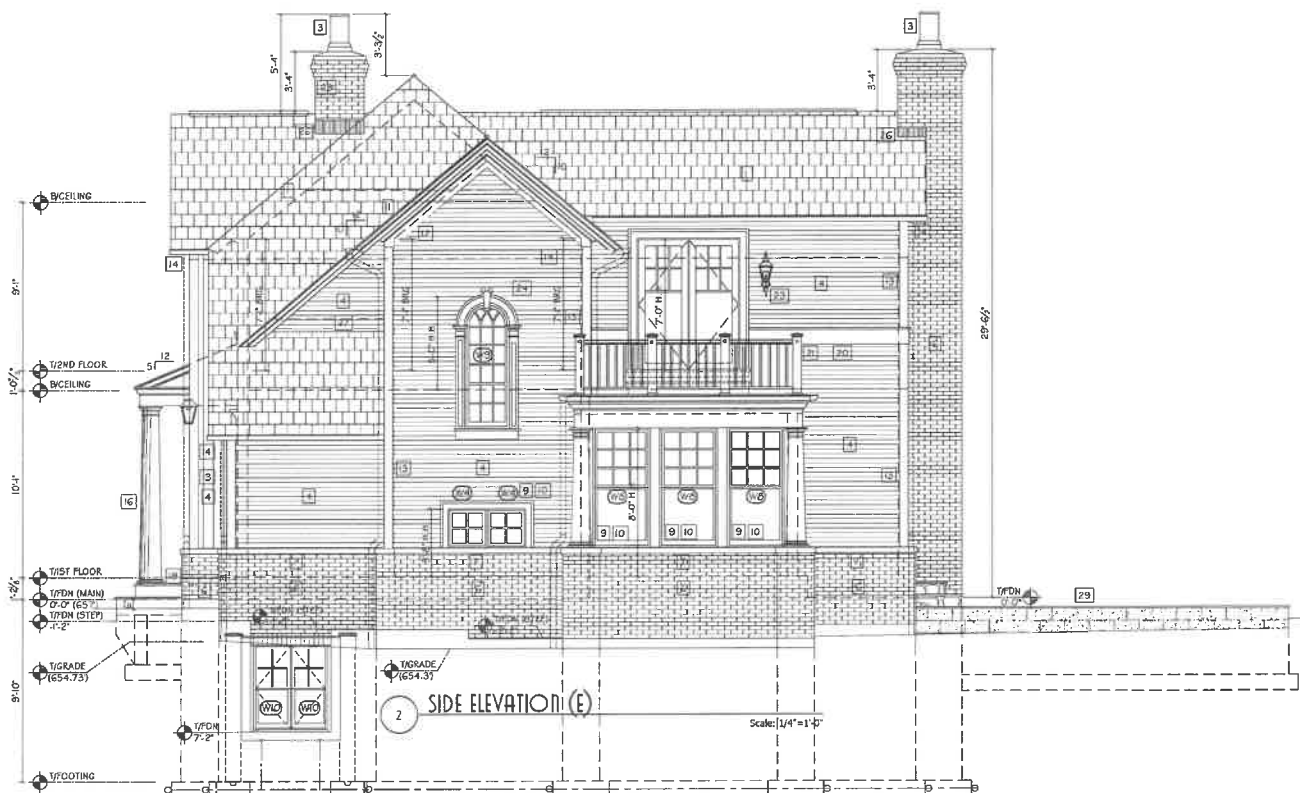
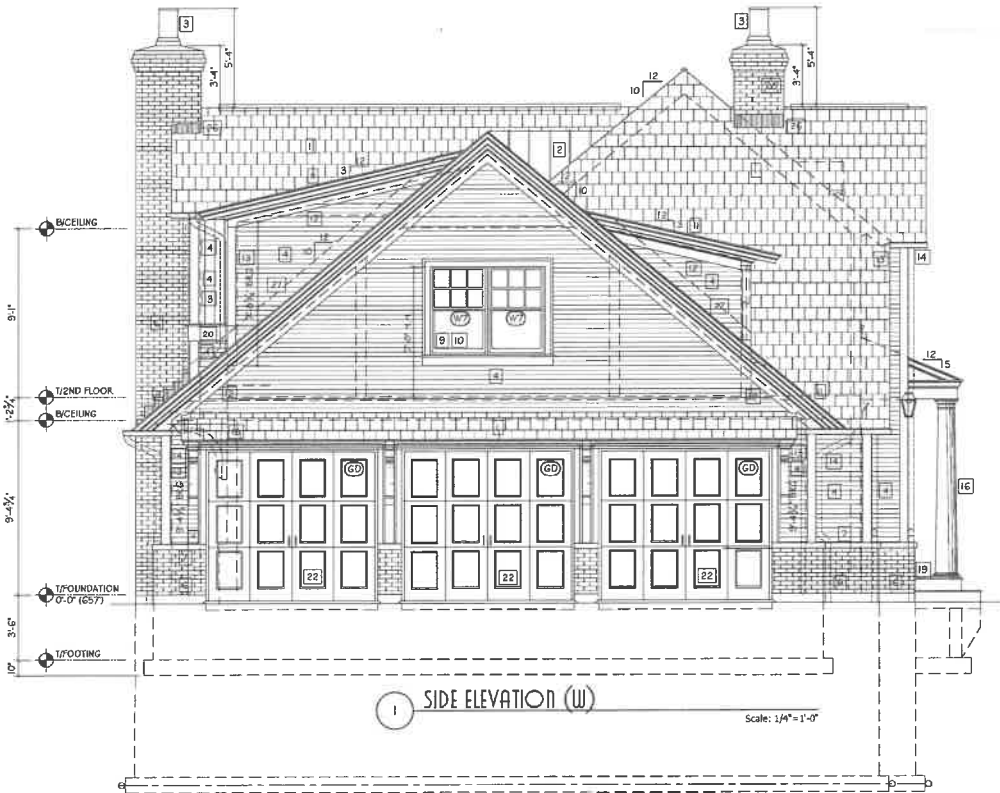
RM
SWANSON
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DESIGNED BY: RICHARD M. SWANSON, AIA	
PREPARED BY: JULIO A. VEGA ARCHITECT	
DATE: 06/25/86	COMMENT: ISSUED FOR REVIEW
PLAN NO. 2616	
SHEET A6	OF 12

GROUP EXHIBIT B

The Plans



MATERIALS LIST

- 1 ARCHITECTURAL ASPHALT SHINGLES, CEDAR, OR A HIGH QUALITY SYNTHETIC ROOF PRODUCT THAT IMITATES CEDAR
- 2 STANDING SEAM METAL ROOF 24"MC
- 3 CLAY POT TOP OVER FORMED CAP
- 4 HORIZONTAL CLAPBOARD SMOOTH SIDING W/ 3" REVEAL STONE WHITE
- 5 SHUTTERS: WOOD LOUVERED W/ CAST FINTEL HINGES 4 SHUTTER DOCS
- 6 BRICK VENEER INTERMIXED WITH RECLAIMED BRICK FROM EXIST. GARAGE
- 7 4" TAPERED LIMESTONE SILL/BAND
- 8 (BLACK) 2 1/4" THK WOOD SHUTTERS W/ 2" LOUVERS 4 FINTEL HINGES
- 9 MARVIN (SDU) SIMULATED DIVIDED LIGHT OR (SRD) SIMULATED RAIL RECTANGULAR W/ SPACER BAR FOR DBL HUNG LOOK AND PATIO DOORS W/ 7/8" WIDE SDU MOUNTING (STONE WHITE)
- 10 WINDOW AND DOOR CASING: 1-1/2" SURROUND W/ 2-1/2" BACKBAND. WINDOW SILL: 2X TAPERED SILL OVER 1-1/2" APRON
- 11 3 1/2" CROWN OVER 1-1/2" FASCIA (STONE WHITE)
- 12 3 1/2" CROWN OVER 1-1/2" RAKE BOARD (STONE WHITE)
- 13 1-1/2" CORNER BOARDS
- 14 HALF ROUND ZINC GUTTERS 4 DOWNSPOUTS
- 15 1X TRIM BOARD VENEER
- 16 1-1/2" DIA. SMOOTH FIBERGLASS "TUSCAN" COLUMNS - LOAD BEARING
- 17 3'-6" X 8'-0" 12-LITE RAISED PANEL COTTAGE STYLE DOOR (BLACK) W/ 2" PILASTERS AND 1" UNTEL W/ KEY
- 18 BRACKET STYLE FROM EXISTING GARAGE STRUCTURE
- 19 BLUESTONE PAVING, TERRACES AND WALKS
- 20 1/2" APRON BAND W/ 2X TAPERED SILL BAND
- 21 30" HIGH GUARD RAIL: CAPPED 4-4 POST AND 1-1/2" RAILING TOP AND BOTTOM W/ CHAMFERED PICKETS
- 22 OVERHEAD GARAGE DOORS TO MATCH GENERAL PATTERN OF EXISTING GARAGE STRUCTURE PANELS
- 23 COACH LIGHTS
- 24 DECORATIVE ARCH WINDOW SURROUND WITH TRIM COLUMN AND CAPITAL
- 25 2876 SWINGING DOOR W/ GLASS TOP
- 26 METAL STEP FLASHING "GALVANIZED"
- 27 HIDDEN FLASHING, TYP
- 28 BRICK VENEER "THIN CUT TILE" INTERMIXED WITH RECLAIMED BRICK FROM EXIST. GARAGE
- 29 8" CMU BLOCK (CHISELED ROCKFACE) PATIO RETAINING WALL

WINDOW/EXTERIOR DOOR SCHEDULE		
SYMBOL	SIZE	TYPE
W1	2'-0" x 2'-0"	CASMENT (SRD)
W2	2'-0" x 2'-0"	CASMENT (SRD)
W3	2'-0" x 2'-0"	CASMENT (SRD)
W4	2'-0" x 2'-0"	CASMENT (SRD)
W5	2'-0" x 2'-0"	ROUND-CASMENT
W6	2'-0" x 2'-0"	CASMENT (SRD)
W7	2'-0" x 2'-0"	CASMENT (SRD)
W8	2'-0" x 2'-0"	CASMENT (SRD)
W9	2'-0" x 2'-0"	FIXED-ARCHIT. PICTURE (SRD)
W10	2'-0" x 2'-0"	CASMENT (SRD)
GLASS DOORS		
FD1		SLIDING PATIO DOOR (SRD)
FD2		SLIDING PATIO DOOR (SRD)
FD3		WOODGLASS DOOR (SRD)
ED	6'-0" x 2'-0"	WOODGLASS - 27" ARCH TOP ENTRY DOOR
IN. GARAGE DOOR(S)		
GD		WOOD INSULATED
GLAZING NOTES: A) AT EACH BEDROOM GLAZING KEYS TO 7/8" CLEARANCE		
GLAZING B) U-FACTOR: 0.32 MAX		
GLAZING C) SRD SIMULATED DIVIDED LITE GRILLS		
GLAZING D) SRD SIMULATED RECT. RANGERS.		
GLAZING E) SPACER: SRD FIB. FIB. WING LOCK		
WINDOW NOTE: GLAZING IN KITCHEN ADJACENT TO BATH INTEGRATED WITH TEMPERED GLASS		
MASTER BEDROOM EXTERIOR GLASS DOORS TO BATH INTEGRATED WITH OPERABLE BLINDS DURING GLASS PANELS.		