

THE CITY OF LAKE FOREST  
CITY COUNCIL AGENDA

Monday, February 1, 2021 6:30p.m.

**REMOTE ACCESS MEETING**

Please be advised that all of the City Council members will be remotely attending this Council meeting by electronic means, in compliance with the recent amendments to the Open Meetings Act. The Mayor of the City Council has determined that it is not prudent or practical to conduct an in-person meeting due to the COVID-19 pandemic, and that it is not feasible to have the City Council members or members of the public physically present at the meeting due to the pandemic disaster.

The City will be providing members of the public with various opportunities to watch or attend this meeting, as well as provide public comment at the meeting. For example, members of the public can participate remotely in the meeting by following the public audience link which will provide both video and audio means to attend the meeting.

**Public audience link:**

<https://us02web.zoom.us/j/83558654993?pwd=MjdLd1JlUis3OFZ6MklaZnYvcFEwUT09>

253 215 8782

Webinar ID: 835 5865 4993

Passcode: 1861

**Public Comment: 847-810-3643**

Honorable Mayor, George Pandaleon

James E. Morris, Alderman First Ward

Jim Preschlack, Alderman Third Ward

Jennifer Karras, Alderman First Ward

Ara Goshgarian, Alderman Third Ward

Melanie Rummel, Alderman Second Ward

Raymond Buschmann, Alderman Fourth Ward

Edward U. Notz, Jr., Alderman Second Ward

Eileen Looby Weber, Alderman Fourth Ward

**CALL TO ORDER AND ROLL CALL**

**6:30 pm**

**PLEDGE OF ALLEGIANCE**

**REPORTS OF CITY OFFICERS**

**1. COMMENTS BY MAYOR**

**2. COMMENTS BY CITY MANAGER**

**A. Announcement of New Website/Mobile App**

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

Members of the public can provide public comment by calling into the following number during the meeting: 847-810-3643

**4. COMMITTEE REPORTS**

**PROPERTY AND PUBLIC LANDS**

- 1. Elawa Lease Agreement
  - Property and Public Lands Chair, Ara Goshgarian

**ENVIROMENTAL SUSTAINABILITY COMMITTEE**

- 1. Request to Conduct a Public Hearing to Consider Amendments to the City of Lake Forest's Plan of Operation and Governance for its Electricity Aggregation Program

PRESENTED BY: *Environmental Sustainability Chair, Melanie Rummel*  
STAFF CONTACT: *Mike Strong, Assistant City Manager (810-3680)*

**PURPOSE AND ACTION REQUESTED:** The Environmental Sustainability Committee requests conducting a public hearing regarding amendments to the City's Plan of Operation and Governance for its electricity aggregation program.

**BACKGROUND/DISCUSSION:** On August 10, 2009, Governor Quinn signed into law Public Act 96-176, amending the Illinois Power Agency Act (the "Act"), which authorizes municipalities to engage in electricity supply contracts with alternative energy suppliers on behalf of its residential and small businesses. Under the Act, the City has the authority to seek bids for providing electricity supply services to these customers, in hopes of securing supply costs that are lower than the standard rate offered by Commonwealth Edison ("ComEd"). If lower rates are secured, the arrangement results in direct savings for residential and small business customers.

In 2011, the Cities of Highland Park, Lake Forest and Park Ridge, and the Villages of Deerfield, Glencoe, Lake Bluff, Northbrook and Skokie formed the North Shore Electricity Aggregation Consortium ("NSEAC") through an intergovernmental agreement to act as a collective body of municipalities to explore, create and manage municipal electric aggregation programs on behalf of their residents and eligible businesses.

In March 2012, following a successful referendum in Lake Forest, the City Council established an opt-out electricity aggregation program in collaboration with the NSEAC. During the three year contract term of 2012-2015, participating Lake Forest customers saved over \$4.1 million, with a total aggregate savings across all Consortium communities of \$36.5 million over the ComEd default tariff service rate. NSEAC members have actively monitored the market but have been unable to guarantee savings for residents under this traditional model. The electricity aggregation program was formally idled in 2017 as ComEd's supply rates had fallen and guaranteed rate savings were no longer achievable.

Since this time, the NSEAC has continued to engage in other energy policy efforts, including the Elgin Community Solar Pilot Program and the City's Community Solar Program. In addition to these initiatives, the NSEAC members have been exploring a new municipal aggregation model that could generate savings made available to the City to purchase renewable energy credits ("RECs") or put toward other sustainability efforts, without the risk of increasing electricity supply rates for residents and small businesses.

Under this new model, some, but not all, of the community's eligible residential and small commercial customers would be enrolled with an alternate energy supplier at a rate that is equal to ComEd's default rate and any purchased energy adjustment. The savings that the electricity supplier achieves in servicing this pool of customers would be paid directly to the City in the form of a grant contribution. Approximately \$50,000 per year could be generated through this program based on an analysis that was performed in June 2020. While this model assumes that these grant funds would be used to purchase RECs that, effectively, would increase the percentage of renewable energy consumption across the community, it is not a program requirement. Some NSEAC communities are considering directing these funds to different energy efficiency and sustainability programs.

In order to engage in this new aggregation model, the City must amend its current aggregation Plan of Operation and Governance ("POGO"). The Act requires that any municipality opting to establish a municipal aggregation program adopt a plan detailing the services to be provided and specify all customer rights and obligations under its aggregation program. Since the new aggregation model was not contemplated when the City's POGO was adopted, modifications to the plan are being recommended. A redlined copy of the POGO is attached in the agenda packet beginning on **page 20**.

Amending the POGO requires two consecutive public hearings prior to final deliberation and adoption. In addition to the public hearing scheduled for February 1, a second Public Hearing is scheduled for Tuesday, February 16. Following the adoption of the POGO amendments, the City would be eligible to participate in a joint request for proposal process that will be coordinated by the NSEAC to consider an alternative electricity supplier.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Environmental Sustainability Committee	12/17/20	Discussed and recommended referral of item to City Council to conduct Public Hearing

**COUNCIL ACTION:** Conduct a Public Hearing to Consider Amendments to the City of Lake Forest's Plan of Operation and Governance for its Electricity Aggregation Program

\*\*\* OPEN PUBLIC HEARING \*\*\*

**Plan of Operations and Governance for Municipal Aggregation Program**

\*\*\* CLOSE PUBLIC HEARING \*\*\*

**AUDIT COMMITTEE**

- 1. Approval of an Audit Committee Recommendation to Award a Contract with Baker Tilly US LLP to Provide Audit Services for Fiscal Years 2021 through 2023, With an Option to Renew the Agreement for Two Additional Years.**

PRESENTED BY: James Morris, City Council Finance Committee Chair and Elizabeth Holleb, Finance Director (847-810-3612)

**PURPOSE AND ACTION REQUESTED:** The Audit Committee recommends City Council approval of a contract with Baker Tilly US LLP (Baker Tilly) for financial audit services for the fiscal years ended April 30, 2021 through 2023, with an option to renew the agreement for two additional years at the City’s sole discretion.

**BACKGROUND/DISCUSSION:** The City’s Fiscal 2020 audit was the fifth year of a five year contract with Baker Tilly. The Audit Committee recommended at their October 2020 meeting that the City conduct a Request for Proposals (RFP) for auditing services.

Three (3) firms submitted proposals for the City’s consideration. A requirement to provide an online secured portal for document management was included in the RFP. Utilizing the evaluation criteria outlined in the RFP, the Finance Department staff completed a thorough review of all proposals and recommended all three firms to interview by the Audit Committee. The Audit Committee was provided all three proposals, a summary of proposed fees and estimated hours to conduct the annual audit, as well as references for all three firms. At its January 21, 2021 meeting, the Committee conducted interviews of the three finalist firms. Based on all information received, the Audit Committee unanimously approved a recommendation for City Council consideration to appoint Baker Tilly as the City’s audit firm.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Audit Committee	1/21/21	Interviews of three finalist firms
Proposals Received	12/17/20	Three (3) proposals submitted
RFP Released	11/23/20	RFP issued

**BUDGET/FISCAL IMPACT:** Responding firms were asked to provide fee quotations for each of the potential five fiscal years of the agreement. Audit service costs are allocated to a number of funds and the costs associated with the FY2021 audit are incorporated in the FY2022 operating budget. Below is a summary of the fees proposed by the three finalist firms compared to the budgeted services for FY2022:

FY21 Audit Fees	Prelim. Budget	Baker Tilly	Sikich	Crowe
CAFR	\$56,905	56,265	54,500	57,900
TIF	1,700	1,200	1,600	1,200
Comptroller Report	830	830	1,000	1,000

<b>Library*</b>	7,205	7,205	3,500	8,000
<b>Single Audit</b>	3,380	3,400	4,400	5,100
<b>Sub-Total</b>	<b>\$70,020</b>	<b>68,900</b>	<b>65,000</b>	<b>73,200</b>
<b>Recreation Report</b>	0	1,700	2,100	5,100
<b>Total</b>	<b>\$70,020</b>	<b>70,600</b>	<b>67,100</b>	<b>78,300</b>

\* Library is also assessed a portion of the CAFR cost.

Below is an estimated summary of Project budget:

FY2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Various Funds/Accounts	\$70,020	\$68,900	Y

**COUNCIL ACTION:** Approval of an Audit Committee recommendation to award a contract with Baker Tilly US LLP to provide audit services for fiscal years 2021 through 2023, with an option to renew the agreement for two additional years

**5. ITEMS FOR OMNIBUS VOTE CONSIDERATION**

- 1. Approve the Extension of the Mayor’s Declaration of a Local State of Emergency until the next City Council Meeting**

STAFF CONTACT, *Jason Wicha, City Manager*

**PURPOSE AND ACTION REQUESTED:** It is requested that the City Council extend the Declaration to the next City Council meeting.

**BACKGROUND/DISCUSSION:** Over the past months, the U.S. Government and the State of Illinois have issued multiple orders declaring a state of emergency over the country and the State of Illinois in order to address the impact from the global pandemic from COVID-19. In order to address the impact this pandemic has had on the City of Lake Forest, Mayor Pandaleon exercised his authority to issue a Declaration of a Local State of Emergency on Saturday, April 4, 2020. At the April 6, 2020 City Council meeting, the City Council extended the Declaration to the next City Council meeting which was January 19, 2021.

In order to ensure that the emergency powers authorized by the local declaration remain in effect where necessary, the Mayor is asking the City Council to further extend the Declaration of a Local State of Emergency until the next City Council meeting that takes place after the February 1, 2021.

**REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
City Council	1/19/2021	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	12/7/2020	City Council Approved the Mayors Declaration until the next City Council Meeting

City Council	11/16/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	11/2/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	10/19/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	10/5/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	9/8/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	8/3/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	7/20/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	6/15/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	6/1/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	5/18/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	5/4/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	4/20/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
City Council	4/6/2020	City Council Approved the Mayors Declaration until the next City Council Meeting
	4/4/2020	Mayor Pandaleon exercised his authority to issue a Declaration of a Local State of Emergency

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

COUNCIL ACTION: Approve the extension of the Mayor’s Declaration of a Local State of Emergency until the next City Council Meeting

**2. Approval of the January 19, 2021 City Council Meeting Minutes**

A copy of the minutes can be found beginning on **page 36**

COUNCIL ACTION: Approval of the January 19, 2020 City Council Meeting Minutes.

**3. Approval of the Check Register for the Period of January 1 to January 22, 2021**

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

**BACKGROUND/DISCUSSION:** City Code Section 38.02 sets forth payment procedures of the City. The Director of Finance is to prepare a monthly summary of all warrants to be drawn on the City treasury for the payment of all sums due from the City (including all warrants relating to payroll and invoice payments) by fund and shall prepare a detailed list of invoice

payments which denotes the person to whom the warrant is payable. The warrant list detail of invoice payments shall be presented for review to the Chairperson of the City Council Finance Committee for review and recommendation. All items on the warrant list detail recommended for payment by the Finance Committee Chairperson shall be presented in summary form to the City Council for approval or ratification. Any member of the City Council shall, upon request to the City Manager or Director of Finance, receive a copy of the warrant list detail as recommended by the Finance Committee Chairperson. The City Council may approve the warrant list as so recommended by the Finance Committee Chairperson by a concurrence of the majority of the City Council as recorded through a roll call vote.

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

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

**Check Register for January 1 - 22, 2021**

	Fund	Invoice	Payroll	Total
101	General	338,820	1,651,855	1,990,675
501	Water & Sewer	88,387	192,647	281,035
220	Parks & Recreation	84,504	356,624	441,127
311	Capital Improvements	18,471	0	18,471
202	Motor Fuel Tax	0	0	0
230	Cemetery	2,601	29,415	32,016
210	Senior Resources	4,523	25,059	29,582
510	Deerpath Golf Course	3,507	2,980	6,487
601	Fleet	65,845	59,687	125,532
416 - 433	Debt Funds	0	0	0
248	Housing Trust	0	0	0
201	Park & Public Land	0	0	0
	All other Funds	1,307,015	164,555	1,471,570
		<b>\$1,913,673</b>	<b>\$2,482,822</b>	<b>\$4,396,495</b>

The subtotal identified as "All Other Funds" includes the annual IRMA Membership Contribution (\$936,416) and Medical/Dental Claims expense (\$296,450).

COUNCIL ACTION: Approval of the Check Register for the Period of January 1 – 22, 2021

- 4. Consideration of an Ordinance Adopting the Fifth Supplement (S-5) to the Code of Ordinances for the City of Lake Forest Incorporating Recent Code Amendments into the Official City Code. (Waive first reading and grant final approval)**

STAFF CONTACT: *Margaret Boyer, City Clerk (810.3674)*

**PURPOSE AND ACTION REQUESTED:** Staff is recommending approval of the fifth supplement to The City of Lake Forest, Code of Ordinances to incorporate amendments to the Code adopted by the City Council since the last supplement was approved.

**BACKGROUND/DISCUSSION:** In 2013, the City entered into a contract with American Legal Publishing to compile and codify all Code provisions adopted by Ordinance into the official City Code. City Staff began comprehensive work for months that included both minor and substantive changes providing updated code language both from Staff and through recommendations from various Boards and Commissions. At the conclusion of their preliminary work, Staff asked for City Council approval on January 20, 2015, approving an Ordinance adopting a comprehensive updated official City Code reflecting all amendments to the Code adopted by the Council through September 2, 2014.

The table below shows the actions taken by the City Council to date.

**PROJECT REVIEW/RECOMMENDATIONS:**

Milestone	Date	Comments
Fifth Supplement <i>Pending</i> Adoption to City Code through 12/3/2019	2/2021	
Fourth Supplement <i>Pending</i> Adoption to City Code through 12/3/2018	12/2019	Reviewed and Approved
<i>Advanced Legislative Service</i> link for incorporation into the American Legal website, making ordinances amending the Code available soon after Council action.	8/2018	Added this service at the request of City Council
Third Supplement Adopted to City Code through 12/18/2017	2/2018	Reviewed and Approved
Second Supplement Adopted to City Code through 12/5/2016	12/17	Reviewed and Approved
First Supplement Adopted to City Code through 4/20/2015	5/2016	Reviewed and Approved
Adoption of Comprehensive updated City Code through 9/2/2014	01/2015	Reviewed and Approved
Entered Contract with American Legal Publishing to Update the Lake Forest City Code of Ordinances	2/2013	Reviewed and Approved

The *fifth supplement* will update the Code with a amendments adopted by the City Council through December 31, 2019 and is now before the Council for consideration. A copy of the Ordinance adopting the fifth supplement can be found beginning on **page 40**. Based on the volume of the supporting documents, they are available for review in the City Clerk’s Office at City Hall. Upon final approval, the Code will also be updated on the City’s website.

COUNCIL ACTIONS: Consideration of an Ordinance adopting the fifth supplement (S-5) to the Code of Ordinances for the City of Lake Forest. (Waive first reading and grant final approval)

5. **Approval of a Recommendation from the Property and Public Lands Committee to Approve a New Lease Agreement between The City of Lake Forest and Elawa Farm Foundation**



STAFF CONTACT: Jason C. Wicha, City Manager

**PURPOSE AND ACTION REQUESTED:** The Property and Public Lands Committee is requesting City Council consideration and approval of a Lease Agreement between the City of Lake Forest and Elawa Farm Foundation which authorizes the Elawa Farm Foundation's use of a portion of the historic gentleman's farm complex.

**BACKGROUND/DISCUSSION:** Over the past 12 months, the City and Elawa Farm Foundation (EFF) have been working collaboratively towards a mutually beneficial lease agreement to address the long-term use, operation and management of Elawa Farm and its various facilities.

The proposed Agreement replaces the current operating agreement that was approved by the City and Foundation in March 2014. Conversations regarding amendments to the 2014 operating agreement have been taking place for much longer, however, last year the City and Foundation reached a consensus that a revised operating structure in the form of a traditional lease agreement would best serve the interest of both parties.

The Property and Public Lands Committee reviewed the terms of the proposed lease agreement during their December 2020 meeting and subsequently recommended approval by the City Council. The Lease Agreement, including supporting documentation, can be found beginning on **page 42**. Approval of the lease agreement would authorize the Mayor and City Clerk to execute a Lease Agreement, in substantially the form presented, between The City of Lake Forest and the Elawa Farm Foundation

COUNCIL ACTION: Approval of a Recommendation from the Property and Public Lands Committee to Approve a New Lease Agreement between The City of Lake Forest and Elawa Farm Foundation

**6. Consideration of an Ordinance Amending the City of Lake Forest Liquor Code, to increase the number of Licenses available in Classes A-1, C- 2 and C-3. (First reading and if appropriate final approval)**

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

**PURPOSE AND ACTION REQUESTED:** At the direction of the City's Liquor Commissioner, Staff is requesting consideration of an Ordinance amending the Liquor Code to include one additional Class A-1, C-2 and C-3 License.

**BACKGROUND AND DISCUSSION:** The Liquor Commissioner received two letters of intent. The first from the Elawa Farm Foundation, located at 1801 Middlefork, requesting a Class A-1 license. The license would be appropriate for proposed planned programming and would be a minimal feature at their Market, while adhering to the Special Use Permit on the property. The A-1 License authorizes the retail sale of packaged alcohol for consumption offsite. The City Code mandates that all liquor licensees comply with the provisions of any special use permit governing the licensed premises. So, Elawa Farm Foundation will only be able to sell alcohol for off-premises consumption consistent with its current Special Use Permit.

The second letter is from Everett Station LLC, a new Restaurant at 840 S. Waukegan Road, requesting to add a Class C-1 and C-3 License to the City Code. If approved, the condition of an Occupancy Permit from the Community Development Department would need to be met prior the issuance of the license along with other conditions related to the application. The C-2 license authorizes for consumption of alcoholic liquor on the premises of a restaurant with or without a meal and C-3 License authorizes alcoholic liquor service outdoors.

The proposed ordinance can be found beginning on **page 84**. It is important to note that without further action of the City Council, the maximum number of licenses in any class shall be automatically reduced by one upon the expiration, revocation or non-renewal of an existing license in any such license class. In this case the number of A-1, C-2 and C-3 licenses will be increased by one.

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

When new requests for liquor licenses are submitted, and after review by the Liquor Commissioner and a determination that the Issuance of a license is appropriate, the City Council is asked to consider an amendment to the Liquor Code.

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

**COUNCIL ACTION:** Consideration of an Ordinance Amending the City of Lake Forest Liquor Code, to increase the number of Licenses available in Classes A-1, C- 2 and C-3. (First reading and if appropriate final approval)

**7. Approval to Purchase One Replacement Marked Police Vehicle Included in the FY2022 Capital Equipment Budget to the Suburban Purchasing Cooperative's Low Bidder, Currie Motors, in the Amount of \$36,487**

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

**PURPOSE AND ACTION REQUESTED:** Staff is requesting City Council's approval to purchase a replacement marked police vehicle included in the F.Y. 2022 capital equipment budget. It is recommended that the purchase of the replacement vehicle be made via the Suburban Purchasing Cooperative administered by the Northwest Municipal Conference. The City has utilized the Cooperative's bid to purchase police vehicles over the past eight years. If the bid is awarded by City Council this evening, staff anticipates receiving the replacement vehicles in September, 2021. The Ford Interceptor being replaced will reach its 100,000 mile mark by the time the new unit is delivered.

**BACKGROUND/DISCUSSION:** The replacement Ford Interceptor is an all-wheel drive vehicle with sufficient space for the officer and his / her accompanying gear. The vehicle itself sits up higher and provides the officer improved visibility when driving amongst many large SUV's. The vehicle has been designed specifically for police operations and offers many factory installed police options. It has evolved into the most popular police vehicle on the market today and is assembled in Chicago.

Once the City’s Ford Interceptors have accrued 100,000 miles, they are moved into the Community Development Department or the Engineering Section for administrative use and inspection services. The vehicles will accrue and additional 20,000–25,000 miles before they are placed out to bid and sold to the highest bidder.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	November 30, 2020	Reviewed & Recommended City Council Approval
Finance Committee	November 9, 2020	Included with Capital Plan

**BUDGET/FISCAL IMPACT:** Information regarding the F.Y. 2022 capital equipment purchases was included in the November 9, 2020 Finance Budget packet. At its November 30, 2020 meeting, the Public Works Committee specifically reviewed and recommended City Council approval of each piece included in the F.Y. '22 capital equipment budget.

The City has purchased police vehicles from the Suburban Purchasing Cooperative’s low bidder Currie Motors in the past and has not had any problems with the dealership nor the delivered vehicles. All warranty work is completed by a local Ford authorized dealer.

Has competitive pricing been obtained for proposed goods/services? **No**  
 If no, indicate the specific exception requested: Administrative Directive 3-5, Section 6.1D – Government Joint Purchase

Below is an estimated summary of squad car budget:

FY2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund 311-5003-475-75-02	\$40,000	\$36,487	Y

**COUNCIL ACTION:** Approval to Purchase One Replacement Marked Police Vehicle Included in the FY2022 Capital Equipment Budget to the Suburban Purchasing Cooperative’s Low Bidder, Currie Motors, in the Amount of \$36,487

**8. Award of Bid for the Replacement of a Fire Department Administrative Vehicle Included in the FY2022 Capital Equipment Budget to the Suburban Purchasing Cooperative’s Low Bidder, Currie Motors, in the Amount of \$43,890**

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

**PURPOSE AND ACTION REQUESTED:** The Public Works Committee and staff are recommending award of a bid for the replacement of Fire Department’s administrative vehicle, unit # 202. It is recommended that the purchase of the replacement vehicle be made via the Suburban Purchasing Cooperative administered by the Northwest Municipal Conference. The City has utilized the Cooperative’s bid to purchase various types of police vehicles over the past eight

years. If the bid is awarded by City Council this evening, staff anticipates receiving the replacement vehicle in September, 2021.

**BACKGROUND/DISCUSSION:** Fire Department Command vehicle # 202 is used to assist in command situations as well transport personnel for public education, inspections, and investigations.

Current unit # 202, a 2009 Chevrolet Tahoe, has accrued over 133,000 miles. The unit's lower outer door frames are rusted through and the vehicle's rocker panels, fenders, and quarter panels are all beginning to rust. Mechanically, all of the valve seats on the engine's left bank of the cylinder head have been replaced which raises concern that the same time-consuming repair may be needed on the right side as well. Emission control work is needed and both the engine oil cooler lines and transmission cooler lines need to be replaced.

For its first time, the City will be purchasing a vehicle that includes hybrid technology. Once placed into service, the City will evaluate this vehicle's overall performance and fuel savings to assist in analyzing its potential use in Police operations. The Ford Interceptor's hybrid system works transparently, continuously re-evaluating system demands, vehicle speed, ambient and component temperatures. It adjusts performance and battery charge to the optimal levels, using the internal-combustion engine, electric motor, or both. It also incorporates regenerative charging under braking or coasting. The Ford Hybrid Interceptor saves approximately 7 mpg over its predecessor 3.7-liter gas motor. The hybrid configuration allows the engine to shut down without interrupting a steady supply of electricity to keep all the vital Fire Department communication features working.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	November 30, 2020	Reviewed & Recommended City Council Approval
Finance Committee	November 9, 2020	Included with Capital Plan
Environmental Sustainability Committee	October 26, 2020	Recommended Incorporating Hybrid Technology

**BUDGET/FISCAL IMPACT:** Information regarding the F.Y. 2022 capital equipment purchases was included in the November 9, 2020 Finance Budget packet. At its November 30, 2020 meeting, the Public Works Committee specifically reviewed and recommended City Council approval of each piece included in the F.Y. '22 capital equipment budget.

The City has purchased police vehicles from the Suburban Purchasing Cooperative's low bidder Currie Motors in the past and has not had any problems with the dealership nor the delivered vehicles. All warranty work is completed by a local Ford authorized dealer.

Has competitive pricing been obtained for proposed goods/services? **No**  
If no, indicate the specific exception requested: Administrative Directive 3-5, Section 6.1D – Government Joint Purchase

Below is an estimated summary of this vehicle's budget:

FY2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund 311-5003-475-75-02	\$45,000	\$43,890	Y

**COUNCIL ACTION:** Award of Bid for the Replacement of a Fire Department Administrative Vehicle Included in the FY2022 Capital Equipment Budget to the Suburban Purchasing Cooperative’s Low Bidder, Currie Motors, in the Amount of \$43,890

**9. Award of a Bid for the Purchase of a Pull-Behind Top Dresser Included in the FY2022 Capital Equipment Budget, to the National Sourcewell Low Bidder JW Turf in the Amount of \$36,893**

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

**PURPOSE AND ACTION REQUESTED:** The Public Works Committee and staff are recommending award of a bid for the purchase of a pull-behind top dresser for use by the Parks Section. Top dressing consists of spreading a thin layer of beneficial material to the turf (e.g. soil amendments, compost, sand, fertilizers, seed, etc.). This implement, along with the recommended tractor purchase, will improve the overall quality of the City-owned turf fields. With City Council approval this evening, staff will place the order now with an anticipated delivery date of May, 2021.

**BACKGROUND/DISCUSSION:** This implement will assist Parks personnel top dress all of the City’s athletic fields each year. Top dressing promotes stronger turf and assists in overall root growth. It will be used at various times throughout the spring, summer, and fall months.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	November 30, 2020	Reviewed & Recommended City Council Approval
Finance Committee	November 9, 2020	Included with Capital Plan

**BUDGET/FISCAL IMPACT:** Information regarding the F.Y. 2022 capital equipment purchases was included in the November 9, 2020 Finance budget packet. At its November 30, 2020 meeting, the Public Works Committee specifically reviewed and recommended City Council approval of each piece included in the F.Y. '22 capital equipment budget.

The purchase is being made via the national government joint purchase co-operative, Sourcewell (formerly NJPA). Per Section 6.1D of the City’s Purchasing Directive, purchases can be made via a variety of governmental joint purchasing programs. Numerous pieces of equipment are bid nationally and such bids conform to all requirements of the Illinois State bidding laws. For many years, the City has purchased multiple pieces of equipment from national bids to include Sourcewell, Omnia Partners, State bid, and the Suburban Purchasing Cooperative. Sourcewell, formerly National Joint Powers Alliance, was created by State law as a service cooperative to provide programs and services to members in education and government. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. Sourcewell is a public agency governed by an eight-member board.

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

If no, indicate the specific exception requested: Administrative Directive 3-5, Section 6.1D – Government Joint Purchase

Below is an estimated summary of the top dresser's budget:

FY2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Parks & Recreation Fund 223-5774-475-75-01	\$40,000	\$36,983	Y

**COUNCIL ACTION:** Award of a Bid for the Purchase of a Pull-Behind Top Dresser Included in the FY2022 Capital Equipment Budget, to the National Sourcewell Low Bidder JW Turf in the Amount of \$36,893

**10. Approval to Purchase a Replacement Fairway Mower for the Golf Course Section to Reinders, Inc. in the Amount of \$46,520, Included in the FY 2022 Capital Equipment Budget**

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

**PURPOSE AND ACTION REQUESTED:** The Public Works Committee and staff are recommending City Council approval to purchase a replacement fairway mower for the Golf Course Section in the amount of \$46,520. The purchase is being made via the national government joint purchase co-operative, Omnia Partners (formerly National IPA). Per Section 3.5 of the City's Purchasing Directive, purchases can be made via a variety of governmental joint purchasing programs. Specific items are bid nationally and conform to all requirements of the Illinois State bidding laws.

If the bid is approved by City Council this evening, staff anticipates receiving the replacement mower in May, 2021.

**BACKGROUND/DISCUSSION:** The golf course maintenance operation is requesting replacing a 2004 fairway mower # 889 with a new Reelmaster mower. The replacement mower is designed to be lighter and more compact than traditional fairway mowers. This results in a fairway mower that is highly maneuverable and engineered to decrease turf compaction in sensitive areas. With over 4,300 hours, the current mower's recent maintenance issues have included the replacement of hydraulic hoses, batteries, tires and a hydrostatic pump.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	November 30, 2020	Reviewed & Recommended City Council Approval
Finance Committee	November 9, 2020	Included with Capital Plan

**BUDGET/FISCAL IMPACT:** Information regarding the F.Y. 2022 capital equipment purchases was included in the November 9, 2020 Finance budget packet. At its November 30, 2020

meeting, the Public Works Committee specifically reviewed and recommended City Council approval of each piece included in the F.Y. '22 capital equipment budget.

For many years, the City has purchased multiple pieces of equipment from national bids to include Sourcewell, Omnia Partners, State bid, and the Suburban Purchasing Cooperative. All agreements offered through Omnia Partners have been awarded via a thorough Request for Proposal (RFP), competitive, public solicitation process. Similar to Sourcewell, Omnia Partners prepares a competitive solicitation and issues it and any required amendments and notifications. Pre-proposal conferences and meetings are also conducted. Items to purchase are only made available to public agencies, educational institutions, and non-profits.

Has competitive pricing been obtained for proposed goods/services? **No**  
If no, indicate the specific exception requested: Administrative Directive 3-5, Section 6.1D – Government Joint Purchase

Below is an estimated summary of the replacement mower’s budget:

FY2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Golf Course Fund 510-6325-475-75-02	\$50,000	\$46,520	Y

**COUNCIL ACTION:** Approval to Purchase a Replacement Fairway Mower for the Golf Course Section to Reinders, Inc. in the Amount of \$46,520, Included in the FY 2022 Capital Equipment Budget

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

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

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

**BACKGROUND/DISCUSSION:**

445 E. Wisconsin Avenue – The Zoning Board of Appeals recommended approval of a variance from the lot-in-depth setback to allow two small single story additions to be constructed no closer to the north property line than 14’8”. No public testimony was presented for this petition. (Board vote: 7 - 0, approved)

The Ordinance approving the petition as recommended by the Zoning Board of Appeals, with key exhibits attached, is included in the Council packet beginning on **page 88**. The Ordinance, complete with all exhibits, is available for review in the Community Development Department.

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

**COUNCIL ACTION: Approval of the eleven (11) omnibus items as presented.**

**6. OLD BUSINESS**

**1. Consideration of a Recommendation from the Plan Commission Pertaining to a Zone Change and Plat of Consolidation Related to Phase 3 of the McKinley Road Multi-Family Planned Development (Motion)**

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

**PURPOSE AND ACTION REQUESTED:** Consideration of a recommendation from the Plan Commission by a 3 to 2 vote to deny 1) a request for a zone change for a 38 foot wide strip of land along the west edge of 373 E. Westminster and 2) a plat of consolidation, both related to the proposed third phase of the McKinley Road Multi-Family Planned Development, a residential condominium development.

For clarification, the City Council is not being asked to consider the entirety of the third phase of the development at this time, only the aspects of the petition acted on by the Plan Commission to date, the zone change and plat of consolidation.

**BACKGROUND/DISCUSSION:**

Redevelopment of the area east of McKinley Road, between Deerpath and Westminster, adjacent to the Central Business District, has been a topic of discussion for many years. The transition of this area from single family homes and office uses to multi-family residential use began in the late 1990's with the construction of the 333 E. Westminster condominium building. Today, the transition of this area is nearing completion with the first two phases of the McKinley Road Multi-Family Planned Development nearly completed and discussions of the third and final phase ongoing.

A review of the recent history of discussions and actions related to the McKinley Road Development is provided in the report prepared for the recent Plan Commission meeting which is included in the Council packet beginning on **page 98**. Additional materials from the January 13 2021 Plan Commission meeting including correspondence received is available in the Council's drop box.

To date, the Plan Commission has considered and heard public testimony on the third and final phase of the McKinley Road Planned Development over the course of five meetings. At the most recent meeting, on January 13<sup>th</sup>, after lengthy deliberation, the Plan Commission forwarded a recommendation to the City Council on the request for a zone change for a 38 foot wide strip of land from R-1 to GR-3 and on the proposed plat of consolidation. The Plan Commission did not forward a recommendation to the Council on the entirety of the proposed development pending direction from the Council on the zone change and plat.

The zone change is a recent addition to this petition. Since the earlier Plan Commission discussions on the proposed third phase, the petitioners acquired the 373 E. Westminster property, immediately east of the development site. The petitioners are requesting the rezoning of the 38 foot strip of land to allow the third building to be configured as a two,



rather than a three story structure. This revised configuration maintains the same number of units as presented in the earlier three story plan. The revised plan is an effort to respond to comments in earlier meetings from the Commission and neighboring residents that the third building should provide an appropriate transition from the taller buildings fronting on McKinley Road to the single family homes to the east. The proposed zone change of the 38 foot wide strip of land raised concerns about the potential that this action could negatively impact the character and value of the adjacent single family neighborhood and the historic district. The zoning on the remainder of the 373 Westminster property is not proposed to change, it will remain R-1 and be redeveloped with a single family home.

**OPTIONS FOR COUNCIL ACTION:**

The Plan Commission is a recommending body to the City Council and as such, any recommendation of the Commission is presented to the Council for consideration and action. In the case of the McKinley Road Planned Development, the framework for this development was established over the course of many years as a result of various actions by the City Council. The Plan Commission is charged with evaluating each phase of the development for consistency with the by actions taken by the City Council and the framework that was established.

The recommendation now before the Council provides the opportunity to provide additional direction to the Plan Commission with respect to the McKinley Road Multi-Family Planned Development.

- The Council has the option to accept the recommendation of the Plan Commission and deny the requested zone change. This action will send a clear message that the plan for the third phase of the development as presented to the Commission at the January 13, 2021 meeting is not acceptable.
- The Council has the option to overturn the recommendation of the Commission and approve the zone change. That action will provide clear direction that the incorporation of the 38 foot strip of land into the development site is acceptable and that the entirety of the third phase should be considered in that context.
- The Council has the option to remand the zone change and plat of consolidation to the Commission for reconsideration with direction. This approach will allow the Commission to complete its work and proceed with the review of the third phase of the development in its entirety more fully informed by any direction provided by the Council. If the Council chooses this option, a Resolution is included in the packet beginning on **page 95** for Council consideration. If the Council proceeds with this option, the Resolution will be forwarded to the Plan Commission to guide further deliberations.

**COUNCIL ACTION: Three options for Council consideration are offered below.**

1. Accept the Plan Commission's recommendation and by motion vote to **deny** the requested zone change and approval of the plat of consolidation and direct staff to prepare findings in support of the denial for Council consideration and final action at the next meeting.

OR

2. Overturn the Plan Commission’s recommendation and by motion vote to **approve** the requested zone change and plat of consolidation contingent upon receiving a recommendation from the Plan Commission on the entirety of the development including the Special Use Permit to allow the Council to take action as determined to be appropriate on the final phase of the McKinley Road Planned Development.

OR

3. **Remand** this matter back to the Plan Commission by a motion approving a Resolution directing the Commission to complete a review of the third phase of the development in its entirety including consideration of the zone change, plat of consolidation and a Special Use Permit.

<b>7. NEW BUSINESS</b>
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<b>8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS</b>
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<b>9. ADJOURNMENT</b>
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A copy of the Decision Making Parameters can be found beginning on **page 19** of this packet.

Office of the City Manager

January 27, 2021

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.*

The City of Lake Forest  
Electricity Aggregation Program  
Plan of Operation & Governance

~~April 2, 2012~~ February 1, 2021

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## I. HISTORY AND PURPOSE OF MUNICIPAL AGGREGATION

Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, the City of Lake Forest is authorized to aggregate the electric loads of small commercial and residential customers located within its municipal boundaries (herein referred to as “municipal aggregation”). As part of the municipal aggregation, the City of Lake Forest may select a retail electric supplier and enter into a service agreement to facilitate the purchase of electricity and related services and equipment on behalf of its residents and small businesses.

Additionally, the Act also states:

*The corporate authorities or county board may also exercise such authority jointly with any other municipality or county. Two or more municipalities or counties, or a combination of both, may initiate a process jointly to authorize aggregation by a majority vote of each particular municipality or county as required by this Section.*

The municipalities of Deerfield, Glencoe, Highland Park, Lake Bluff, Lake Forest, Northbrook, Park Ridge, and Skokie, voluntarily and through a formal Intergovernmental Agreement, have formed the “North Shore Electricity Aggregation Consortium” (“Consortium”) to facilitate their cooperation toward obtaining the lowest possible electricity rates for their respective residents and small businesses. The Consortium seeks to collectively aggregate the retail electric loads of eligible residents and small commercial retail accounts and to solicit bids for the purchase of that electricity. The City, as a member of the Consortium, ~~has solicited~~intends to solicit bids seeking various pricing options, contract terms, and options for increased volumes of renewable energy. With ~~an estimated 90,000~~its large quantity of eligible electric accounts, the Consortium has the potential to attract lower rates ~~than the~~that are competitive with current default tariff service rates for its residents and small businesses, while also acquiring a cleaner portfolio of power supply.

In accordance with the Act, on November 21, 2011, the City approved Resolution No. 2011-23, authorizing the placement of a referendum on the March 20, 2012 ballot, seeking authority to create an opt-out municipal aggregation program for its residents and small business customers. Voters approved the municipal aggregation referendum at the March 20, 2012 primary election. Record of the authorizing votes for the referendum is included in Attachment A to this Plan of Operation and Governance.

Prior to the passage of the referendum, the Consortium retained the services of a Consultant to assist with planning and implementing the Program, bidding and selecting the electricity supplier, and advising Consortium participating municipalities on public outreach and education related to municipal aggregation.

Residential and small commercial retail customers often lack the resources to conduct due diligence and negotiate favorable terms with alternate retail electric suppliers on their own. The Program not only provides these services, but provides the bargaining power achieved through the size of the Consortium. The municipal aggregation program is designed to create public benefits that do not increase ~~reduce~~ the amount that residents and small businesses pay for electric energy power supply and gain other favorable terms of service. Examples of these benefits may include: reduced electricity supply rates for customers, additional revenue for municipal programs that support energy efficiency and sustainability, and increased utilization of renewable energy in meeting the retail electric needs of consortium Communities.

Neither the Consortium nor its participants will buy or resell power. Rather, the Consortium has competitively bid, and will negotiate, a contract with a competent and licensed alternative retail electric supplier (ARES) on behalf of the Consortium participants to provide electric supply at contracted rates to residents and small

businesses in each Consortium community. The ARES shall provide accurate and understandable pricing and facilitate opt-out notifications. The ARES will also perform ancillary services for the Consortium participants as described in this Plan.

Because the City adopted an opt-out aggregation program, all eligible customers located within the City will participate in the Program unless they affirmatively elect to opt out of the Program. By identifying the procedures by which customers may opt-out of the Program, the City ensures that participation is voluntary and individuals have the ability to decline to participate.

As required by law, this Plan of Operation and Governance describes the City plan for:

- 1) Providing universal access to all applicable residential customers and equitable treatment of applicable residential customers;
- 2) Providing demand management and energy efficiency services to each class of customers; and
- 3) Meeting any other legal requirements concerning aggregated electric service.

Consortium participants conducted a public outreach campaign to educate Consortium residents and small businesses about the Program, and to gather input regarding their preferences for the development of this Aggregation Plan of Operation and Governance. Outreach efforts included public meetings, two statutorily-required public hearings, press releases, and discussions with organizations and residents with a background in energy matters.

The City the Consultant, and the selected ARES will follow the Plan of Operation and Governance set forth in this document. Amendments to this Plan of Operation and Governance may be adopted in accordance with the Act at the option of the City.

## II. DEFINITIONS

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

“Act” shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*

“Aggregation” or “Municipal Aggregation” shall mean the pooling of residential and small commercial retail electrical loads located within the municipality for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment, all in accordance with Section 1-92 of the Act.

“Aggregation Consultant” or “Consultant” shall refer to any independent consultant with demonstrated expertise in electric supply contracting that is retained by the City or the Consortium to assist with the implementation of the Program.

“Aggregation Member” or “Member” shall mean a residential or small commercial retail electric account enrolled in the City Municipal Aggregation Program.

“Aggregation Program” or “Program” shall mean the program established by the City to provide residential and small commercial members in the City with retail electric supply, as described in this Plan.

“Alternative Retail Electric Supplier” or “ARES” shall mean an entity certified by the ICC to offer electric power or energy for sale, lease or in exchange for other value received to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers, but shall not include the Electric Utility or the Aggregation Members. For purposes of this Plan, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.

“Ancillary Services” shall mean the necessary services that shall be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, “Ancillary Services” include, without limitation: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generation control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).

“City” shall mean the City of Lake Forest.

“Commonwealth Edison” or “ComEd” shall mean the Commonwealth Edison Utility Company as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Consortium municipalities.

“Consortium” shall mean the North Shore Electricity Aggregation Consortium.

“Default Tariff Service” shall mean the electricity supply services available to eligible retail customers of the Electric Utility.

“Electric Utility” shall mean Commonwealth Edison, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the City.

“Eligible Retail Customer” shall mean a residential and small commercial retail customer of the Utility.

“ICC” shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.

“IPA” shall mean the Illinois Power Agency.

“Joint Power Supply Bid” shall mean the single procurement process utilized by the Consortium on behalf of its participating municipalities to solicit price and service offers from certified Alternative Retail Electric Suppliers.

“Load” shall mean the total demand for electric energy required to serve the City residential and small commercial customers in the Aggregation Program.

“Opt-Out” shall mean the process by which a Member who would be included in the Program chooses not to participate in the Program.

“Opt-Out Notice” shall mean the notice delivered to each Member by the ARES, identifying the procedures and protocols for the Member to opt out of, and choose not to participate in, the Program.

“PIPP” shall mean a Percentage of Income Payment Plan created by the Emergency Assistance Act, 305 ILCS 20-18, to provide a bill payment assistance program for low-income residential customers.



“PJM” shall mean the PJM Interconnection, a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia including the Commonwealth Edison service territory.

“Plan” shall mean this Aggregation Plan of Operation and Governance.

“Power Supply Agreement” shall mean the contract between the City and the Alternative Retail Electric Supplier.

“REC” shall mean Renewable Energy Credits certified in a manner consistent with the requirements of the Illinois Renewable Portfolio Standard.

“Retail Customer Identification Information” shall mean the retail customer information supplied by the Electric Utility to the ARES in connection with the implementation of the Aggregation Program.

“Small Commercial Retail Customer” shall mean a retail customer that consumes 15,000 kilowatt-hours or less of electricity; provided, however, that the definition of Small Commercial Retail Customer shall include such other definition or description as may become required by law or tariff.

### **III. ROLE OF THE CONSORTIUM**

- A. The Consortium, with the assistance of the Consultant, has conducted a Joint Power Supply Bid, utilizing the agreed-to technical specifications, bidder requirements, bidding processes, and contract documents, to select a single Alternative Retail Electric Supplier (ARES). The Consortium has evaluated the bids received and has recommended a single Alternative Retail Electric Supplier to serve as the electricity supplier to all participating municipalities in the Consortium.
- B. After passage of the referenda within the Consortium participant municipalities, the Consortium, with the assistance of the Consultant, prepared and submitted to ComEd a warrant, demonstrating the passage of each Consortium participant’s referendum and requesting the identification of retail and small commercial electric customer account information and generic load profiles for each Consortium participant.
- C. After the adoption of this Plan, the corporate authorities of the City will consider approval of the Power Supply Agreement with the selected ARES for the provision of electrical power to the City’s Program pursuant to the Joint Power Supply Bid.
- D. After the adoption of this Plan, the Consortium, with the assistance of the Consultant, shall prepare data requests for each Consortium participant to submit to ComEd seeking the generic account data of residential and small commercial retail customers for the Consortium participant.

### **IV. ROLE OF THE CITY**

- A. The City shall be responsible for all financial obligations identified in the intergovernmental agreement establishing the Consortium.
- B. The City shall be responsible for issuing all required public notices and conducting all required public hearings concerning this Plan, and any amendments thereto, in accordance with Section 1-92 of the Act.

- C. The City shall be responsible for providing the Consultant and ARES with resources and publicly available material to screen out customers who are not located within the municipal boundaries. Those resources may include any or all of the following: property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, and maps.
- D. The City shall adopt: (1) an ordinance authorizing an opt-out electric aggregation program; and (2) this Plan of Operation and Governance.
- E. The City may accept or reject the Consortium's selected ARES or Power Supply Agreement. The City is under no obligation to enter into any Power Supply Agreement with any ARES and may, in its discretion, choose to have its aggregation members remain on Com Ed's default tariff service, or to re-bid the electric service under the same or amended terms of this Plan.
- F. The City and Consultant will review the customer list to remove ineligible customers; provided however, that the City and Consultant shall have no responsibility to potential aggregation Members or the ARES for the accuracy of the customer account information provided.
- G. The City shall forward to ComEd requests for consumer account data.
- H. The City will maintain the customer information it receives in a confidential manner as required by law, and will use that information only for purposes of its Municipal Aggregation. The City may assign access to the customer information to the Consultant for the purposes of soliciting supply and service bids on behalf of the City. The Consultant is bound by confidentiality requirements in this regard, and shall only access and utilize consumer data at the direction of the City. Customer account information will be considered confidential and will not be disclosed under the Freedom of Information Act, except as required by law.
- I. The City is not responsible for providing electricity to the members of the Aggregation, or for billing or collecting for electricity provided under any ARES power supply agreement, and has no responsibility beyond the duties described herein. ComEd will continue to provide a single bill to Aggregation Members for all electrical charges.

## **V. ROLE OF THE AGGREGATION CONSULTANT**

- A. **Duties.** The Aggregation Consultant shall advise the Consortium and the City and shall assist the City with the development and implementation of its Municipal Aggregation Program, including advising staff and elected officials on all aspects of the program; developing all necessary documents, soliciting and reviewing bids received, making recommendations as appropriate, and monitoring the ARES' compliance with the requirements of the Power Supply Agreement.
- B. **Required Independence and Disclosures.** As required by the Electric Service Customer Choice Act, 220 ILCS 5/16-101 *et seq.*, the Consultant will be in a fiduciary relationship with the Consortium and owes the Consortium and its participating municipalities the duty of loyalty and independent judgment. The Consultant will be disqualified if it acts as the agent for any ICC-certified ARES. It is the duty of the Consultant to disclose any such relationships to the Consortium and to the City and to terminate its agency for the ARES in the event of such a relationship. Breach of these terms may result in the termination by the Consortium of the agreement between the Consortium and the Consultant.

- C. Fee. The Consultant shall be paid directly by the Consortium in accordance with the separate agreement between the Consortium and the Consultant. The Consortium will be reimbursed by the ARES with whom the City enters into a Power Supply Agreement, in a manner to be approved by the Consortium and the City.
- D. Confidentiality. The Consultant shall not have access to any confidential customer account information unless so allowed by the City and bound by a confidentiality agreement. In the event the Consultant becomes privy to any confidential customer account information, it agrees not to use that information for any purposes outside the scope of the services provided by its agreement with the Consortium, and specifically agrees not to use for itself, or to sell, trade, disseminate or otherwise transfer, that information to any other party for any purpose other than in furtherance of the Aggregation Program.
- E. Consortium Assistance. The Consultant shall advise the City on any changes in laws, rules, tariffs or any other regulatory matter that impacts the Aggregation during the term of the Power Supply Agreement.
- F. Ownership of Work Product. The Consultant shall not: (1) use any City or Consortium work product for any other client; or (2) represent any City or Consortium work product as its own.

## VI. POWER SUPPLY AGREEMENT

The City, at its option, will execute a Power Supply Agreement with the selected ARES, in accordance with the following:

- A. Term. The City's first Power Supply Agreement shall be for a minimum of a one-year period. If the Agreement is extended or renewed, the Consultant will notify the City of changes in the rules of the ICC and IPA that require changes in rates or service conditions. The City will have the discretion to set the length of any subsequent contract term.
- B. Rate. The agreement shall specify the approved rates or pricing structure and the power mix for the Program, and shall specify additional fees (if any).
- C. Supply of Power. The ARES shall supply electricity for the program that includes: (1) the minimum renewable energy resources required by the State of Illinois Renewable Portfolio Standard; and (2) at the option of the City, electricity that exceeds the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard by securing Renewable Energy Credits sourced through PJM-registered hydroelectric, wind, solar, photovoltaic or captured methane-landfill gas. ~~The Power Supply Agreement may also provide that the City and the ARES will cooperate in good faith to implement a process by which individual customers may elect, in their sole discretion and at their own expense, electricity in excess of the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard.~~
- D. Compliance with Requirements in the Bid. The agreement shall require the ARES to maintain all required qualifications, and to provide all services required pursuant to the Joint Power Supply Bid.
- E. Compliance with Plan. The Agreement shall require the ARES to provide all services in compliance with this Plan, as may be amended. Specifically, and without limitation of the foregoing, the ARES shall provide the City with such reports and information as required in this Plan.

- F. Non-Competition. The ARES must agree not to solicit or contract directly with eligible Aggregation Program members for service or rates outside the Aggregation Program, and agrees not to use the member information for any other marketing purposes.
- G. Hold Harmless. The ARES must agree to hold the City harmless from any and all financial obligations arising from the Program.
- H. Insurance. The ARES shall obtain and maintain, for the duration of the Power Supply Agreement, such proof of insurance and performance security as the City deems necessary.
- I. Additional Services. The Agreement may provide that the ARES will assist the City in developing a Member Education Plan. The Agreement may provide that the ARES will assist the City in developing Energy Efficiency and/or Demand Response programs. The Agreement will not preclude the City from developing its own Member Education, Energy Efficiency, and Demand Response programs. The Agreement may also provide that the ARES will assist the City in developing and managing programs that expand Member access to energy-related services and products deemed appropriate by the City.
- J. Fees and Charges:
1. Additional Fees Prohibited. Neither the City nor the ARES will impose any terms, conditions, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is: (a) identified in this Plan; and (b) clearly disclosed to the Member at the time the Member enrolls in, or chooses not to opt out of, the Program.
  2. ComEd will continue to bill for late payments, delivery charges, and monthly service fees. These charges apply whether or not a Member switches to the ARES.
  3. Termination, Enrollment, and Switching Fees shall not be charged except as permitted by this Plan.
- K. Costs. All costs of the aggregation program development and administration will be paid by the ARES. Specifically, and without limitation of the foregoing, the ARES shall reimburse the City for all professional, legal, Consultant, and administrative costs incurred by the City in connection with its adoption of its Aggregation Program and the negotiation and execution of the Power Supply Agreement.
- L. Termination of Service.
1. End of Term. The Power Supply Service Agreement with the ARES will terminate upon its expiration. In the event that a renewal or new Power Supply Service Agreement has not been executed, the ARES will continue to provide service on a month to month basis after the expiration of the contract term until the City provides it with 30 day written notice to discontinue providing service, at the rate set forth in the Power Supply Service Agreement.
  2. Early Termination. The City will have the right to terminate the Power Supply Agreement prior to the expiration of the term in the event the ARES commits any act of default. Acts of default include but are not limited to the following:
    - a. Breach of confidentiality regarding Member information;

- b. The disqualification of the ARES to perform the services due to the lapse or revocation of any required license or certification identified as a qualification in the Joint Power Supply Bid;
- c. Com Ed's termination of its relationship with the ARES;
- d. Any act or omission which constitutes deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice;
- e. Billing in excess of the approved rates and charges;
- f. Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges; or
- g. Failure to perform at a minimum level of customer service required by the City.

Upon termination for any reason, the City will notify ComEd to return the Aggregation Members to the Default Tariff Service. Upon termination, each individual Member will receive written notification from the City of the termination of the Program.

## VII. PRICING

~~A. Pricing Methodology. The City and the Consortium intend to establish a price for the purchase of electricity for the Program by first setting a fixed price for the vendor margin to be paid to the selected ARES, and then by adding the established vendor margin to the market price. The City and the Consortium reserve the right to establish a price through a different methodology as may be developed by the City, the Consortium, and the selected ARES.~~

~~B. Commodity Price Settlement. The Consortium and the Consultant will request and receive from the selected ARES daily market price quotes for a period of not less than 12 months, upon: (i) the approval of the referendum in each municipality participating in the Consortium; (ii) approval by each municipality of the Program and the Plan; and (iii) execution by each municipality of its Power Supply Agreement with the selected ARES. The daily market price quotes will detail the line item costs of energy supply, capacity, transmission, and ancillary services available to the Consortium that day. The daily market price quotes will be reviewed by the Consultant to establish that the individual pricing details are (i) consistent with market prices and tariffs; and (ii) consistent with the terms of the Power Supply Agreement. If the daily market price quote is deemed unacceptable, the Consortium municipalities will not be obligated to accept the pricing. If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform the representatives of each Consortium participant of the price and pricing components and recommend acceptance. If accepted, the representatives of each Consortium participant will affirm acceptance of the commodity price plus the approved vendor margin verbally and in writing to the selected ARES on that same day.~~

A. Commodity Price Rate or Structure. The Consortium and the Consultant will request and consider fixed or variable commodity price offers from one or more ARES as part of a competitive procurement process.

C.B. Recording. The commodity price or price structure established for the Consortium will be added to the pricing appendix in each Consortium participant's Power Supply Agreement. Costs associated with

additional Renewable Energy Credits may be added to the commodity price or price structure settlement at the discretion of the City.

## VIII. IMPLEMENTATION PROCEDURES

- A. Development of Member Database. Pursuant to ICC regulations, after this Plan is approved by the City, the City Manager or his or her designee will then submit a Direct Access Request and Government Authority Aggregation Form to ComEd (ILL.C.C. No.10 Rate GAP Government Aggregation Protocols, Sheets 406-411, April 17, 2011), requesting that it provide the City with Retail Customer Identification Information. ComEd will provide the City with the requested information within 10 business days after receiving the request in accordance with those adopted protocols.

After selecting and contracting with an ARES, the City, with the assistance of the Consultant, under confidential agreement with the ARES, will work with the ARES to remove any customers determined to be ineligible due to one or more of the following:

1. The customer is not located within the City;
2. The customer has a pre-existing agreement with another ARES and has not delivered to the City a written request to switch to the Aggregation Program;
3. The customer has free ComEd service;
4. The customer is an hourly rate ComEd customer (real time pricing);
5. The customer is on ComEd's electric heat rate;
- ~~6.~~ 6. The customer has a community solar subscription; or-or
- ~~7.~~ 7. The customer is on a ComEd bundled hold (i.e. the customer recently terminated service from a different ARES and re-established service through ComEd).

The ARES and the City will complete this eligibility review within 5 business days.

The Retail Customer Identification Information will remain the property of the City, and the ARES will comply with the confidentiality and non-compete provisions in the Power Supply Agreement.

After the Retail Customer Identification Information is reviewed, the ARES will mail the Opt-Out Notices described below to all eligible account holders within the boundaries of the City.

Except as expressly permitted in the Power Supply Agreement, the ARES shall treat all customers equally and shall not deny service to any customer in the Aggregation, or alter rates for different classes of customers other than by offering the rates set forth in the Power Supply Agreement.

- B. Maintenance of Accurate and Secure Customer Records. The ARES will maintain a secure database of Customer Account Information. The database will include the ComEd account number, and ARES account number of each active Member, and other pertinent information such as rate code, rider code (if applicable), and usage and demand history. The database will be updated on an ongoing basis.

The ARES shall preserve the confidentiality of all Aggregation Members' account information and of the database, and shall agree to adopt and follow protocols to preserve that confidentiality. The ARES, as a material condition of any contract, shall not disclose, use, sell or provide customer account information to any person, firm or entity for any purpose outside the operation of this Municipal Aggregation Program. This provision will survive the termination of the agreement. The City, upon receiving customer information from ComEd, shall be subject to the limitations on the disclosure of that information described in Section 2HH of the Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/2HH. The ARES will keep Customer Account Information for a minimum of two years following the termination of the Power Supply Agreement.

- C. Opt-Out Process. The City's Aggregation is an opt-out program pursuant to 20 ILCS 3855/1-92. Any eligible electric account that opts out of the Program pursuant to the procedures stated below will automatically be placed on the ComEd default tariff service unless and until the accountholder chooses another ARES.
1. Manner of Providing Notices and Information. The ARES will be required to pay for printing and mailing of all Aggregation and Opt-Out Notices on City envelope and letterhead. The ARES will mail Aggregation and Opt-Out Notices to the eligible account holders within the boundaries of the City at the address provided with the Retail Customer Identification Information provided by ComEd. The ARES must manage the Opt-Out Notice process under the supervision of the City and the Consultant. A single database must be used to track account enrollment and billing data.
  2. Content of Notice. The City and the ARES will agree to the format and contents of the Aggregation and Opt-Out Notices prior to distribution or mailing. No such Notice shall be distributed or mailed except upon the express prior approval of the City. The Notice will inform the electric account owner of the existence of the Aggregation Program, the identity of the ARES, and the rates to be charged. The Notice will also inform PIPP customers of the consequences of participating in the Aggregation.

The Notice will provide a method for customers to opt out of the Aggregation Program. The Notice shall indicate that it is from the City, and include the City name and logo on the envelope. The Notice shall be signed by a duly-authorized representative of the City.

Aggregation Members shall have 21 calendar days from the postmark date on the notice to mail the Opt-Out card back to the ARES stating their intention to opt out of the City Aggregation Program ("*Opt-Out Period*"). The ARES may offer additional means of opting out, such as a toll-free number, website, smart device quick response code, email address or fax number, each of which must be received within the Opt-Out Period. Upon receipt of an opt-out reply, the ARES will remove the account from the Aggregation Program. The time to respond shall be calculated based on the postmark date of the notice to the customer and the postmark date of the customer's response.

After the expiration of the Opt-Out Period, the Member list shall become final. All customers who have not opted out will be automatically enrolled as Members in the Program. Customers will not need to take any affirmative steps in order to be included in the Program.

In the event that an eligible Aggregation Member is inadvertently not sent an Opt-Out Notice, or is inadvertently omitted from the Program, the ARES will work with the City and the Member

to ensure that the Member's decision to remain in, or opt out of, the Program is properly recorded and implemented by the ARES.

3. Notification to ComEd. Pursuant to ILL.C.C. No.10, Rate GAP, after the Opt-Out Notice period has expired, the ARES shall submit the account numbers of participating Aggregation Members to ComEd and the rate to be charged to those members pursuant to the Power Supply Agreement. The ARES will provide that information to ComEd in the format ComEd requires.
4. ComEd will then notify members that they have been switched to the ARES and provide the member with the name and contact information of the ARES. Members will have the option to rescind their participation in the program according to procedures established by ComEd and the ARES.

D. Activation of Service. Upon notification to ComEd, the ARES will begin to provide electric power supply to the members of the Aggregation Program without affirmative action from the members. The service will begin on the member's normal meter read date within a month when power deliveries begin under the Aggregation Program.

E. Enrollments:

1. New Accounts. The ARES must facilitate the addition of new member accounts to the Aggregation Program during the term of the Power Supply Agreement. Residents and businesses that move into the community after the Opt-Out Period will NOT be automatically included in the Aggregation Program. Members wishing to opt-in to the Aggregation Program may contact the ARES to obtain enrollment information. All new accounts shall be entitled to the rates set forth in the Power Supply Agreement.
2. Re-Joining the Aggregation Group. After opting out, Members may rejoin the Program at a later date in the same manner as new residents moving into the City. These members may contact the ARES at any time to obtain enrollment information. The ARES must make commercially reasonable efforts to provide electric power supply to all such re-joining Members at the rates set forth in the Power Supply Agreement.
3. Percentage of Income Payment Plan (PIPP) participation. The ARES must facilitate billing for residents enrolled in the PIPP bill payment assistance program for low-income residential customers. The ARES must also notify PIPP customers of the consequences of participating in the Aggregation.
4. Change of Address. Members who move from one location to another within the corporate limits of the City shall retain their participant status, pursuant to Section VIII.G.4 of this Plan.
5. The ARES will establish procedures and protocols to work with ComEd on an ongoing basis to add, delete or change any member participation or rate information.

F. Member Services:



1. Program Management and Documentation: The ARES must have standard operating procedures in place that govern Member education, Opt-out notification, Member inquiries, and public outreach regarding the Aggregation Program.
2. Member Inquiries.
  - a. Procedures for Handling Customer Complaints and Dispute Resolution. Concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or the ARES, and any unresolved disputes should be directed to the ICC.
  - b. Telephone Inquiries. The ARES must maintain a local or toll-free telephone access line which will be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives will be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90 percent of the time under normal operating conditions, measured on a quarterly basis.
  - c. Internet and Email. The ARES must establish and maintain a website for the Aggregation Members. The website will provide basic information concerning the Aggregation Program and will facilitate member inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform must be generated within 24 hours.
  - d. Multilingual Services. The ARES must provide customer service for Members requiring non-English verbal and written assistance.
  - e. Hearing Impaired. The ARES must provide customer service for hearing impaired Members.
3. The ARES will provide the Aggregation Members with updates and disclosures mandated by ICC and IPA rules.

#### G. Billing and Fees.

1. Collection and credit procedures remain the responsibility of ComEd and the individual Aggregation Member. Members are required to remit and comply with the payment terms of ComEd. The City will not be responsible for late payment or non-payment of any Member accounts. Neither the City nor the ARES shall have separate credit or deposit policies for Members.
2. Early Termination. Members may terminate service from the ARES without penalty if they relocate outside of the City. Members who did not opt out of the Program during the Opt-Out Period and who later leave the Program for other reasons may be assessed an early termination

fee by the ARES in the amount set forth in the Power Supply Agreement, but in no event in an amount greater than \$25.

3. Enrollment Fee. For any new Member that joins the Program after the activation of service by the ARES for the City, the ARES may charge an enrollment fee only to establish service at a property for which the ARES had not previously provided service in the preceding 30 days. The ARES shall not charge any enrollment fee with respect to any property for which the identity of the Member is changed but at which service is interrupted for a period of less than 30 days. Any enrollment fee authorized pursuant to this Paragraph shall be in the amount set forth in the Power Supply Agreement, but in no event in an amount greater than \$25.
4. Switching Fee. Members changing residency within the City will not be assessed early termination or enrollment fees. The ARES shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the City prior to the expiration of the contract term, providing that the Member notifies the ARES of his or her desire to do so with 30 days' notice. Moving within the City may cause the Member to be served for a brief period of time by ComEd. The ARES shall have the right to bill the participant for any associated switching fee imposed by ComEd.

H. Reliability of Power Supply: The Program will only affect the generation source of power. ComEd will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with ComEd. If Members have service reliability problems, they should contact ComEd for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, ComEd is required to be the "Provider of Last Resort," meaning that should the Vendor fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, ComEd will immediately provide any supplemental electricity to the Members as may be required. ComEd would then bill the ARES for the power provided on their behalf, and the Members would incur no additional cost therefor.

## **IX. ADDITIONAL SERVICE TERMS AND CONDITIONS**

- A. Member Education. At the direction of the City, the ARES will assist the City in developing a Member Education Plan.
- B. Reporting. The ARES will provide to the City and to the Consultant the following reports:
  1. Power Mix Reporting. The ARES will deliver quarterly reports to the City and the Consultant which substantiate that: (a) it generated or purchased electricity with the claimed attributes in amounts sufficient to match actual consumption by the City; (b) the electricity was supplied to the interconnected grid serving the City.

The report will show the source of the power and demonstrate that the power was provided in accordance with Renewable Portfolio Standards and the federal Clean Air Act regulations and permits.

2. REC Reporting. The ARES will deliver reports that provide competent and reliable evidence to support the fact that it purchased properly certified REC in a sufficient quantity to offset the non-renewable energy provided in the mix.

3. Aggregation Reports. The ARES will provide the City with quarterly reports showing the number of Members participating in the Aggregation Program and the total cost for energy provided to the Aggregation as compared to the ComEd's default tariff service rates. In addition, the ARES will report its efforts at member education.
- C. Limitation of Liability. The City shall not be liable to Aggregation Members for any claims, however styled, arising out of the aggregation program or out of any City act or omission in facilitating the Municipal Aggregation Program.

## **X. INFORMATION AND COMPLAINT NUMBERS**

Copies of this Plan will be available from the City free of charge at [www.cityoflakeforest.com](http://www.cityoflakeforest.com). Call 847-234-2600 for more information. Any electric customer, including any participant in the City's aggregation program, may contact the Illinois Commerce Commission for information, or to make a complaint against the Program, the ARES or ComEd. The ICC may be reached toll free at 217-782-5793.

The City of Lake Forest  
CITY COUNCIL  
*Proceedings of the Tuesday, January 19, 2021*  
City Council Meeting - City Council Chambers  
**REMOTE ACCESS MEETING**

CALL TO ORDER AND ROLL CALL: Honorable Mayor Pandaleon called the meeting to order at 7:02pm, and the City Clerk Margaret Boyer called the roll of Council members.

Present: Honorable Mayor Pandaleon, Alderman Morris, Alderman Karras, Alderman Rummel, Alderman Notz, Alderman Preschlack, Alderman Goshgarian, Alderman Buschmann and Alderman Weber.

Absent: none

**CALL TO ORDER AND ROLL CALL**

**PLEDGE OF ALLEGIANCE** was recited.

**REPORTS OF CITY OFFICERS**

**COMMENTS BY MAYOR**

Mayor Pandaleon made the following statement as required by the Open Meetings Act. In accordance with state statute, Mayor Pandaleon has made a determination that it was not practical or prudent to schedule an in-person City Council meeting because of the COVID-19 pandemic, which is why this January 19, 2021 City Council meeting is being held remotely.

Mayor Pandaleon made a brief comment about the Presidential Inauguration occurring tomorrow.

**A. COVID-19 Financial Impact Update**  
- Elizabeth Holleb, Finance Director

Mayor Pandaleon introduced Finance Director Elizabeth Holleb to give a brief financial impact update. Director Holleb gave a brief update regarding the Sales Tax Revenue, Income Tax Revenue and the Park and Recreation fund. Additionally, she provided an update on the local business grant programs.

The City Council had discussion regarding the businesses utilizing the grant program. There was further discussion and clarification on the extension of relief programs.

**COMMENTS BY CITY MANAGER**

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

Members of the public can provide public comment by calling into the following number during the meeting: **847-810-3643**

**COMMITTEE REPORTS**

**FINANCE COMMITTEE**

**1. Distinguished Budget Presentation Award**

Finance Committee Chairman James Morris reported the award has been granted to the City for the Fifth consecutive year. The Distinguished Budget Presentation Award is the highest form of recognition in governmental budgeting, and its attainment is a significant accomplishment by a government and its management. Chairman Morris stated he is pleased to present this award to Elizabeth Holleb, Director of Finance, for her efforts in coordinating the preparation of the annual budget.

<b>ITEMS FOR OMNIBUS VOTE CONSIDERATION</b>
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- 1. Approve the Extension of the Mayor's Declaration of a Local State of Emergency until the next City Council Meeting**
- 2. Approval of the December 7, 2020 City Council Meeting Minutes**
- 3. Approval of the Check Register for the Period of November 21 – December 31, 2020**
- 4. Approval of a Resolution Required for Bank Purposes to Amend Authorized Signers for the Medical and Dental bank account.**
- 5. Approval of Agreements with The Ferguson Group for Grant Research/Writing Services and Carahsoft Technology for eCivis Grant Administration Software**
- 6. Approval of an Agreement with Sentinel Technologies, Inc. to Provide Additional Development Services for the Lake Forest App, Increasing the Total Project Cost from \$23,560 to \$35,560**
- 7. Approval of a Supplemental Appropriation of the City of Lake Forest's Renovation Contribution for the North Suburban Special Recreation Association Facility and Direction to Issue a Check to North Suburban Special Recreation Association in the Amount of \$44,398**
- 8. Approval of a Recommendation from the Parks and Recreation Board to Purchase Fifteen Pieces of Fitness Equipment as Budgeted in the FY21 Capital Improvement Plan**
- 9. Approval to Award a Contract to Applied Ecological Services, Inc., to Perform Restoration and Stabilization of a Portion of the Ravine Located at the Lake Forest Cemetery, in an Amount Not to Exceed \$118,500**
- 10. Authorize Sole Vendor Funding for Fire Engine # 212's Factory Refurbishment and Parts Acquisition, Included in the FY2022 Capital Equipment Budget, in the Amount of \$85,000. Specifically \$30,000 to Pierce Manufacturing, \$29,000 to Rainbow Collision, \$8,000 to MacQueen Emergency, and the Remaining \$18,000 for Parts and Vehicle Striping**
- 11. Award of a Bid for the Purchase of a Compact Loader Included in the FY2022 Capital Equipment Budget, to the National Sourcewell Low Bidder Altorfer CAT in the Amount of \$125,000**

12. **Award of Bids for the Replacement of a Front-Load Refuse Truck Included in the FY2022 Capital Equipment Budget, to the National Sourcewell Low Bidders, JX Truck Center (chassis) in the Amount of \$153,752, McNeilus Truck Manufacturing (body) in the Amount of \$142,879, and E.J. Equipment (front-load can) in the Amount of \$34,673**
13. **Ratification and Award of a Bid for the Purchase of a Replacement One-Ton Dump Truck Included in the FY2022 Capital Equipment Budget, to Advantage Chevrolet (chassis) in the Net Amount of \$23,071 and to PB Loader (body), in the Amount of \$31,703**
14. **Award of a Bid for the Purchase of a Utility Tractor Included in the FY2022 Capital Equipment Budget, to the National Sourcewell Low Bidder Deere & Company, in the Amount of \$87,884**

**COUNCIL ACTION: Approval of the fourteen (14) Omnibus items as presented.**

Mayor Pandaleon asked members of the Council if they would like to remove any item or take it separately. Seeing none, he asked for a motion.

The City Council had additional discussion on items #5, #6 and #9

Mayor Pandaleon asked members of the Council if they would like to remove any item or take it separately. Seeing none, he asked for a motion. Alderman Goshgarian made a motion to approve the fourteen (14) Omnibus items as presented, seconded by Alderman Preschlack. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

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

**ORDINANCES**

**OLD BUSINESS**

**NEW BUSINESS**

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

The City Council had lengthy discussion regarding social media and communication best practices.

Alderman Karras updated the City Council regarding the Station pop-up shop, offering detailed information including transactions made and generated revenue. Additionally, she stated the positive impact the pop-up shop had on the community and local non-profits.

1. **EXECUTIVE SESSION pursuant to 5ILCS 120/2 (c) (5), The City Council will be discussing the consideration of purchase or lease of real property and 120/2 (c), (6), The City Council will be discussing the disposition of property and the consideration for the sale or lease of property owned by the Public Body.**

**Adjourn into Executive Session at 8:07 pm**

Alderman Notz made a motion to adjourn into executive session pursuant to 5 ILCS 120/2 (c), (5), and 120/2 (c), (6) The City Council will be discussing pending litigation, seconded by Alderman Weber. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

Mayor Pandaleon noted to the public that there will be no further public business following Executive Session

**ADJOURNMENT**

There being no further business Mayor Pandaleon asked for a motion. Alderman Preschlack made a motion to adjourn, seconded by Alderman Weber. Motion carried unanimously by voice vote at 10:51 pm.

Respectfully Submitted  
Margaret Boyer, City Clerk

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

2021-\_\_\_\_\_

**AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCES FOR THE CITY OF LAKE FOREST, ILLINOIS**

**WHEREAS**, the City of Lake Forest has previously enacted a City Code of Ordinances, which the City Council updates and supplements from time-to-time (the “Lake Forest City Code”); and

**WHEREAS**, American Legal Publishing Corporation of Cincinnati, Ohio, has completed a supplement (the “S-5 Supplement”) to the Lake Forest City Code, which will incorporate into the Lake Forest City Code the ordinances approved by the corporate authorities of the City Council after the date of the last supplement and through December 7, 2019.

**WHEREAS**, the City Council has determined that it is in the best interests of the City to approve the S-5 Supplement to the Lake Forest City Code;

**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.

**SECTION TWO: Adoption of the S-5 Supplement.** The S-5 Supplement to the Lake Forest City Code as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, is hereby approved.

**SECTION THREE: Savings Clause.** To the extent that the City finds or determines that the S-5 Supplement inadvertently omitted or erroneously incorporated the terms of specific ordinances adopted by the City Council, the City Council may re-adopt any such ordinance inadvertently omitted or erroneously incorporated, and upon such re-adoption the specific ordinance as originally approved will relate back to its original adoption.

**SECTION FOUR: Effective Date.** The S-5 Supplement shall be in full force and effect upon the passage, approval, and publication in pamphlet form of this Ordinance, after which time the City Clerk shall cause the Code of Ordinances of the City of Lake Forest, Illinois in its entirety to be made available to the public through the City website and other means.

PASSED this day \_\_\_\_\_ of \_\_\_\_\_, 2021

AYES:

NAYS:



ABSENT:

ABSTAIN:

APPROVED this day \_\_\_\_\_ of \_\_\_\_\_, 2021

\_\_\_\_\_  
George A. Pandaleon, Mayor

\_\_\_\_\_  
ATTEST

City Clerk

## ELAWA FARM LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made as of the \_\_\_ day of \_\_\_\_\_, 2021 (“**Effective Date**”), by and between **THE CITY OF LAKE FOREST**, an Illinois home rule and charter municipal corporation, (“**City**”) and the **ELAWA FARM FOUNDATION**, an Illinois not-for-profit corporation (“**EFF**”), which parties, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

**WHEREAS**, in September 1998, the City acquired a 16-acre parcel of land, including the original farm complex buildings, that were originally part of the A. Watson Armour family's early 20th Century gentleman's farm and commonly known as "**Elawa Farm**," located at 1401 Middlefork Drive, Lake Forest, Illinois; and

**WHEREAS**, Elawa Farm is (a) historically unique as one of the last remaining, intact gentleman's farm in the Midwest, (b) ecologically unique because of its proximity to the 600-acre Middlefork savanna now owned by the Lake County Forest Preserve District, which Savanna that was originally part of the Elawa Farm acreage and contains a 12-acre parcel that is one of the finest and few remaining examples of a black soil, tall grass prairie in the United States, and (c) unique because of the interest in making Elawa Farm a nationally recognized example of a facility coupling historic preservation and nature conservation; and

**WHEREAS**, the EFF, a 501(c)(3) corporation, was incorporated and organized on September 12, 2002 to fundraise and collaborate with the City on the preservation and adaptive reuse of Elawa Farm; and

**WHEREAS**, as the owner of the Elawa Farm property, the City has control over the use, operation, and maintenance of the property, as well as the authority to utilize the property for City programs and to enter into agreements to authorize others to use the property consistent with the terms and conditions established by the City for such uses as detailed in the Special Use Permit as it may be amended from time to time; and

**WHEREAS**, portions of the Elawa Farm Property have been used by the City's Parks and Recreation Department for operation of the City's Wildlife Discovery Center (“**WDC**”) pursuant to the “Elawa Farm Wildlife Discovery Center Use Agreement” which was approved by the Mayor and City Council in 2002 and amended in 2013 (“**WDC Agreement**”); and

**WHEREAS**, the Elawa Farm property is also improved with a caretaker's residence that is used by the City's Parks and Recreation Department (“**Caretaker's Residence**”), pursuant to the 2015 Elawa Cottage Lease Agreement” (“**Cottage Agreement**”); and

**WHEREAS**, in July 2010, the Mayor and City Council approved a Special Use Permit for general operations at Elawa (which was ratified in April 2011, and then amended in 2019, and will be referred to as the “**Special Use Permit**”); and

**WHEREAS**, on March 17, 2014, the City and the EFF entered into an “Elawa Farm Operating Agreement” to more fully define their respective roles and responsibilities to each other and with respect to Elawa Farm, including the terms and conditions for the development, use, operation, management, and maintenance of Elawa Farm (“**2014 Agreement**”); and

**WHEREAS**, as part of the 2019 amendment to the Special Use Permit, the City reaffirmed its intention to continue the use of the Elawa Farm and the Caretaker’s Residence by the City and the WDC for the foreseeable future; and

**WHEREAS**, in recognition of the evolving role and activities at Elawa Farm, including the activities of the WDC, as well as the importance of Elawa Farm to the City, its residents, and to the broader community in the Lake Forest-Lake Bluff area, the EFF and the City desire to terminate the 2014 Operating Agreement and enter into a Lease Agreement to clarify the parties’ roles and responsibilities with respect to Elawa Farm and modify certain terms relating to the use, occupancy, and maintenance of portions of Elawa Farm by the EFF and by the City and City entities and other terms and conditions for the development, use, operation, management, and maintenance of Elawa Farm;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements set forth below, the parties hereby agree as follows:

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

**Section 2. Prior Agreements.**

A. **Supersedence.** This Agreement supersedes and replaces all prior agreements between the City and the EFF, including without limitation the 2014 Agreement. Upon execution of this Agreement, the terms of the 2014 Agreement will be rendered null and void.

B. **Repealer.** The Parties acknowledge that the City intends to repeal the WDC Agreement contemporaneously with its approval of this Agreement. This Agreement repeals the Cottage Agreement. Upon execution of this Agreement, the terms of the Cottage Agreement will be rendered null and void.

**Section 3. The Elawa Farm Property.** The Elawa Farm Property is described in **Exhibit A** and includes the EFF Areas (areas authorized through this Agreement for use by EFF), City Program Areas, and Common Areas (collectively, “**Elawa Farm Property**”). The EFF Areas, City Program Areas, and Common Areas are designated and depicted on **Exhibits B and C**.

**Section 4. Term.** This Agreement will be effective for an initial term of five years from the effective date of this Agreement, unless sooner terminated as hereinafter provided. This Agreement will automatically renew for additional five-year terms unless a party notifies the other party at least 180 days prior to the expiration of the then-current term that it does not desire to

renew the Agreement. The initial term and any renewal terms will be collectively known as the “Term.”

**Section 5. Rent.** The EFF is required to pay to the City rent in the amount set forth in **Exhibit F** per month for the Term of the Agreement, due on the first day of each calendar month (“**Rent**”). Rent will increase on May 1<sup>st</sup> of each year through the term of this Agreement, beginning on May 1, 2022, which increase will be based on the then-current Consumer Price Index (CPI) used for the Property Tax Extension Limitation Law (PTELL) that is published by the Illinois Department of Revenue.

**Section 6. EFF’s Use and Occupancy.**

A. **Use and Occupancy.** Except as otherwise provided in this Agreement, including the City’s rights under Section 7 of this Agreement, EFF will have the right to use and occupy, and the right to quiet enjoyment to, those portions of the Property identified as “Elawa Farm Foundation” areas on **Exhibits B and C** (“**EFF Areas**”). The EFF Areas (interior space) total approximately 4,224 square feet as detailed on **Exhibit B**. EFF’s use of the EFF Areas or any portion of the Elawa Farm Property (and any use by a Third Party User or guest of EFF) must be in accordance with this Lease Agreement, the Special Use Permit (a copy of which is attached as **Exhibit D**), the Master Plan, and any amendments thereto. Any amendment to the Special Use Permit will be automatically incorporated into **Exhibit D** without amendment to this Lease Agreement. EFF must, at its sole cost and expense, obtain and abide by any governmental approvals that may be required in connection with the use of the Property for the EFF’s intended use.

B. **Terms for Third Party Use.** During the Term, and subject to full compliance with the Special Use Permit, the EFF is authorized to impose charges on users and others occupying the EFF Areas, and the EFF will be entitled to keep all proceeds from these user charges. As a condition for any third parties to host events on, or to enter an agreement for longer term use of, the EFF Areas or a portion thereof, the EFF must require a third party (“**Third Party User**”) to sign a written agreement that includes, at a minimum, the following: (i) the Third Party User will release and hold harmless the City and its boards, committees, commissions, officers, officials, employees, agents, attorneys, and representatives (“**City Representatives**”) from and against any suits, actions, lawsuits, injuries, damages, losses, liens, costs, expenses (including any attorneys’ fees), judgments, or other claims of any sort of nature (“**Claims**”) relating to or arising from its use or occupancy of the Property and (ii) the Third Party User’s rights to use the EFF Areas are subject to the City’s rights under and terms of this Agreement. Guests of Third Party User, need not sign such waivers, but EFF must indemnify the City against any Claims of Third Party Users or their Guests under Section 11.A. of this Agreement and EFF will make reasonable efforts to identify itself or the Third Party User as the host, organizer, or manager of such event. “Third Party User” does not include use of the Elawa Farm Property by the City or its departments and entities, including WDC.

C. **Use of Common Areas.** During the Term, EFF and its guests (including approved Third Party Users) will have general access to the Common Areas, including 2,651 square feet of Common Areas within the building as depicted on **Exhibit B** and the non-exclusive use of the parking lot located on that portion of Elawa Farm Property located outside the EFF Areas, subject

to generally applicable limitations and conditions that the City may establish from time-to-time. Upon request of EFF and prior approval by the City, other areas of the Elawa Farm Property located outside of the EFF Areas may be made available to EFF for uses and upon the terms and conditions that the City may establish from time-to-time.

D. Utilities. During the Term, the EFF will be responsible for payment of the City of Lake Forest Utility Bill inclusive of charges for water and the fees related to sanitation and pensions, as described on **Exhibit F**. EFF will also be responsible for payment of the electric bill for the EFF Use Areas in the event that the utility company begins imposing charges on the City for electric services as a result of this Agreement. The Rent due to the City has already factored in EFF's proportionate share of the sewer and natural gas charges, as well as the City's proportionate share of the water charges, as described on **Exhibit F**. In the event the EFF does not timely pay the Lake Forest Utility when due, the City will have the right, but not the obligation, to pay the charges, and the amount of the charges and any interest or penalties assessed upon delinquent charges (plus the full amount of any expenses, including attorneys' fees) and recover those costs from the EFF inclusive of an administrative processing fee not to exceed 7%.

E. Maintenance of Grounds. EFF shall have sole responsibility for maintenance of the Garden Area as depicted in the Special Use Permit. In addition, in recognition of EFF's interest in overseeing the grounds maintenance approach and procedures used on the overall Elawa Farm property, including, but not limited to the use of any applications to control vegetation, EFF shall be permitted to continue managing the grounds maintenance contract. EFF shall contract with a landscape contractor subject to City approval of the proposed firm upon a determination that the contractor is qualified to perform and necessary maintenance and properly licensed. The Rent due to the City has already factored in the City's proportionate share of the maintenance charges, as described in **Exhibit F**.

F. Access; Inspections. In addition to any access that is reasonably necessary and convenient for the City's use and maintenance of the Elawa Farm Property, the City and its agents have the right to enter the EFF Areas for the purpose of examining and inspecting any part of the EFF Areas upon reasonable advance notice to EFF if the City deems it necessary or desirable to determine compliance with this Agreement; provided, however, that notice to the EFF will not be required in the event of a bona fide emergency.

## **Section 7. City's Use and Occupancy of the Elawa Farm Property.**

A. Use of City Areas. The City and its departments and entities, including WDC, reserve and retain all rights to use and occupy, and the right to the quiet enjoyment to, those portions of the Elawa Farm Property that are identified as "City of Lake Forest" areas on **Exhibit B** ("**City Areas**") in conformance with the Special Use Permit. The City Areas may be used or occupied for (1) the Wildlife Discovery Center's operations; (2) the Caretaker's Residence; and (3) any other uses by the City and its departments and entities.

B. Visitor Center. The City Use Area identified as the "Visitor Center" as depicted on **Exhibit B** shall, in addition to being a City Use Area, continue to serve as a Visitor Center or first stop for those who may be unfamiliar with the Elawa Farm property overall. As such, the space shall be set up in a manner that is available and welcoming to the members of the public. Said set

up shall include limited exhibits and information provided by the EFF about ongoing and upcoming programs and activities as well as contact information for EFF in addition to general information about Elawa Farm overall and the City programs and activities on the site.

C. Use of Other Portions of the Elawa Farm Property. In addition to its right to use and occupy the City Areas, the City and its departments and entities (including WDC) reserve and retain all rights to use and occupy other portions of the Elawa Farm Property for such purposes as the City may determine to be in the public interest, and in compliance with the Special Use Permit, including City programming. The City has the right to occupy such portions of the Elawa Farm Property that are otherwise available for use by other persons, including but not limited to the "Common Areas" depicted on **Exhibit B**.

D. Other Leases. The City has the right to lease the Elawa Farm Property or any portion thereof (except the EFF Areas) to other persons, entities, or organizations as deemed appropriate by the City.

E. Operating and Management Agreements. The City has the right to enter into one or more agreements for operation and/or maintenance of all or any portion of the Elawa Farm Property (to include the EFF Areas), provided that the EFF's right to use and occupy the EFF Areas in accordance with the Special Use Permit is not impacted by such agreement.

F. Cooperation and Communication on Use of Common Areas. The Parties agree to mutually cooperate and communicate on scheduling and coordinating their respective uses of the Common Areas, including the use of the hay barn. The Parties acknowledge that the Common Areas, including the hay barn, are currently used, and will continue to be used, by both Parties and will work together to come to a mutually agreeable and equitable sharing of the use of these Common Areas. EFF shall be responsible for maintaining the schedule for the hay barn in a manner consistent with the terms above unless and until the City, in its sole discretion, determines that an alternative process is necessary. In furtherance of the Parties' cooperation as to the use of the Common Areas, the Parties agree that a representative of each Party will meet on a regular basis to coordinate scheduling of the parties' respective events and activities in the Common Areas. In the event the Parties cannot agree to a mutually acceptable schedule, the City Manager or designee will schedule one or more meetings to mediate the dispute.

#### **Section 8. EFF Fundraising and Annual Reporting.**

A. Naming Rights. The Parties acknowledge that part of the activities of the EFF with respect to its use and occupancy of the EFF Areas will involve fundraising efforts through private and other contributions. The City agrees that the EFF may enter into agreements or other arrangements to confer limited naming rights to donors, but only over the EFF Areas, and only with City Council approval in its sole discretion. The EFF will agree not to rename the EFF Areas or the buildings within the EFF Areas from its current name of "Elawa Farm" nor may any naming rights agreement extend beyond the then-current Term of this Agreement.

B. Donations. The City agrees to transmit to EFF donations that are made on behalf of the EFF. Similarly, if the EFF receives donations made on behalf of the City, its departments or

entities, including WDC, EFF agrees to transmit to the City donations that are made on behalf of the City or its departments or entities, including WDC.

C. Annual Report. The EFF must submit to the City Manager, on an annual basis: (i) its annual approved operating budget within thirty days of approval; (ii) its annual financial report within thirty days of completion; (iii) a status report on fundraising receipts for the benefit of EFF; and (iv) a report regarding the EFF's improvements and enhancements to the EFF Areas, including the amounts expended on said work.

Section 9. Upkeep, Maintenance, and Repair.

A. EFF Responsibilities. The EFF will have the responsibility, at its sole cost and expense, to regularly inspect and report on the EFF Use Areas and to maintain, upkeep, and repair the EFF Areas in a safe, sanitary, and sound condition, and as described on **Exhibit E** to this Agreement. The parties agree that the responsibilities set forth in **Exhibit E** may be updated from time-to-time, by reasonable agreement of the parties, without requiring a formal amendment to this Lease Agreement. In the event the City determines that the EFF has failed to satisfactorily perform its duties to upkeep, maintain, repair, or replace the EFF Areas as required by this Agreement, the City will have the option, but not the obligation, (a) to perform such upkeep, maintenance, repair, or replacement itself and to be reimbursed for such upkeep, maintenance, repair, or replacement work by the EFF upon invoice therefor, which reimbursement amount (plus the full amount of any expenses, including attorneys' fees, incurred by the City in recovering such reimbursement amount from the EFF) or (b) to terminate this Agreement, subject to the cure provisions contained in Section 15 of this Agreement.

B. City Responsibilities. As the owner of the Elawa Farm Property, the City agrees to maintain and upkeep the Property consistent with the City's customary practices for City-owned properties, including snow removal from parking lots and walkways, except for those maintenance obligations of EFF that are listed in Exhibit E. The City further agrees to provide an annual update to EFF regarding the City's proposed capital projects in the Elawa Farm Property, and to provide reasonable notice to EFF prior to commencing work that would interfere with EFF's use under this Lease.

Section 10. Damages. To the extent that EFF causes damage or injury to any portion of the EFF Areas or any portion of the Elawa Farm Property, EFF will be responsible for the cost of repair or replacement resulting from such damage or injury.

Section 11. Indemnification.

A. EFF shall indemnify, save harmless, and defend the City and the City Representatives from and against any and all lawsuits, claims, demands, liens, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses ("Claims") that may arise, or be alleged to have arisen, out of or in connection with the EFF's use of the EFF Areas or any portion of the Elawa Farm Property. The EFF shall not cause any liens to be placed on the EFF Areas or any portion of the Elawa Farm Property without the express prior written consent of the City. Should any lien be placed on the EFF Areas or any portion of the Elawa Farm Property as a result of the actions or inactions of the EFF, the City has the right, but not the obligation, to

discharge such lien in order to prevent either an imminent foreclosure on the lien or an imminent judicial sale, and the City will have the right to recover from EFF the full amount paid in discharging such lien (plus full amount of any expenses, including attorneys' fees, incurred by the City in recovering the paid lien amount from EFF).

B. The City shall indemnify, save harmless, and defend the EFF, its boards, committees, commissions, officers, agents, and employees, against any and all Claims that may arise, or be alleged to have arisen, out of or in connection with the City's use of the EFF Areas or any portion of the Elawa Farm Property.

C. Nothing contained in any provision of this Agreement is intended to nor will it constitute a waiver of the defenses available to the City under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

**Section 12. Insurance.**

A. The EFF must obtain, maintain, and continue in effect throughout the term of this Agreement, at its sole cost and expense during the term of this Agreement, at least the following policies of insurance or equivalent coverages issued by a company with at least an "A" rating from the most recently published *Alfred M. Best and Company Guide* and authorized to do business in the State of Illinois, and subject to the City's approval:

1. General comprehensive liability insurance, insuring the EFF against liability for personal and bodily injury, death, or damage to property arising out of the use of the EFF Areas by the EFF. Such insurance shall provide coverage with policy limits of not less than \$2 million in the event of bodily injury or death to one or more persons and in an amount of not less than \$2 million for property damage.
2. If applicable, automobile liability insurance, on an "any auto" basis, with a combined single limit for personal injury and property damage not less than \$1 million.
3. Workers' compensation insurance, with such limits as are required by law.
4. Employer's liability insurance, with limits not less than \$500,000 per person-injury and \$1 million per occurrence.

The EFF will have the City, its officials, officers, employees, and agents identified by original endorsement as an "additional insured" (or equivalent) in connection with the general liability and auto liability coverages. Any such policy must provide that the policy may not be cancelled or changed without the EFF and the City receiving notice of such impending cancellation or change at least 30 days in advance of the effective date of such cancellation or change. EFF will furnish the City with a certificate of insurance and original endorsement signed by a person authorized to bind coverage on behalf of the insurance company reflecting the coverage required herein. Nothing in this Agreement precludes the EFF from obtaining other insurance, including insurance for personal articles or other improvements, fixtures, and furnishings of the EFF in the EFF Areas.



B. The City agrees to maintain, at its sole cost and expense during the term of this Agreement, "all risk" property insurance for the Elawa Farm Property in an amount reasonably equivalent to the estimated replacement value of the buildings, structures, and related improvements on the Elawa Farm Property.

C. Upon request of the other party, the City or the EFF will promptly provide the other party with copies of insurance policies or coverage documents that are required under this Section.

**Section 13 Environmental Compliance.**

A. The EFF will, at the EFF's sole cost and expense, comply with all environmental laws pertaining to the EFF's use and occupancy of the EFF Areas or any portion of the Elawa Farm Property, including the following (collectively referred to as the "Environmental Laws"):

1. Any applicable federal, state, or local statute, law, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction, directive, requirement by, of, or agreement with any governmental agency, existing as of this Agreement's execution date and as enacted or amended thereafter, relating to (a) the protection, preservation, or restoration of the environment (including, without limitation, air, water, vapor, surface water, ground water, drinking water supply, surface land, subsurface land, plant and animal life, or any other natural resource), or to human health and safety; or (b) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release, or disposal of, hazardous substances.
2. The Environmental Laws also includes, without limitation, any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass, and strict liability) that may impose liability or obligations for injuries or damages related or incidental to, or threatened as a result of, the presence of or exposure to any hazardous substance and the following statutes and implementing regulations:
  - a. the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.);
  - b. the Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.);
  - c. the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.);
  - d. the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 et seq.);

- e. the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.); and
- f. the Occupational Safety and Health Act, as amended (29 U.S.C. § 651 et seq.).

B. Except as is customary for ordinary cleaning and maintenance, the EFF will not cause or permit any hazardous substance to be brought, kept, stored, or used in or about the Property in violation of any of the Environmental Laws. "Hazardous substance" includes, without limitation, any explosive or radioactive material, asbestos, asbestos containing material, urea formaldehyde foam insulation, polychlorinated biphenyls, special waste, or petroleum products or any derivative or by-product thereof, methane, toxic waste, pollutant, contaminant, hazardous waste, toxic or hazardous substances, or related materials, as defined in the Environmental Laws.

C. If the EFF causes or permits any hazardous substance to be brought, kept, stored, or used in or about the Property in violation of any of the Environmental Laws and such violation results in the contamination of the Property, the EFF shall indemnify, save harmless, and defend the City and the City Representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the EFF's acts or omissions in connection with such hazardous substance whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the EFF, except to the extent caused by the sole negligence of the City.

D. The EFF represents, covenants, and warrants that the EFF's use and occupancy in, on, or under the EFF Areas and any other part of the Elawa Farm Property will be in compliance with all applicable Environmental Laws.

E. Nothing in this Agreement requires either party to assume any responsibility for any violation of Environmental Law caused by the act or omission of the other party, or any department or agent of such party.

F. Nothing in this Agreement requires the EFF to assume any responsibility for any environmental contamination or condition that existed on the Elawa Farm Property prior to EFF's use and occupancy thereof.

**Section 14. Assignment.** The EFF may not assign or otherwise transfer all or any part of its interest in this Agreement or in the EFF Areas or any portion of the Elawa Farm Property without the prior written consent of the City. Any assignment or transfer without written consent will, at the City's option, be deemed to be void and of no force or effect. Notwithstanding any assignment or transfer, the EFF will remain fully liable on this Agreement and will not be released from performing any of the terms, covenants, or conditions of this Agreement.

**Section 15. Default and Other Disputes.**

A. EFF Default:

1. The EFF will be in default of this Agreement if the EFF (i) breaches any covenant or condition of this Agreement (including but not limited to a violation of the Special Use Permit) and fails to cure the default, in the opinion of the City, within 30 days after notice from the City specifying the default complained of (provided that if such default is not reasonably susceptible of cure within said 30 day period and if the EFF, in the opinion of the City, is diligently and continuously pursuing such cure to completion, then such cure period shall be extended for such period of time as is reasonably necessary to complete the curative activities), or (ii) abandons the EFF Areas.
2. Remedies available to the City include, without limitation, zoning enforcement, cancellation of or restrictions on future events and activities, the imposition of fines, a stop work order, or termination of this Agreement, subject to the notice and cure provisions of Section 15.A. The City also has the right, but not the obligation to perform EFF's maintenance obligations and to invoice EFF for costs incurred by the City, including attorneys' fees and other expenses.

B. City Default. The City will be in default of this Agreement if the City breaches any of its covenants contained in this Agreement and does not cure such default within 30 days after notice from the EFF specifying the default complained of (provided that if such default is not reasonably susceptible of cure within said 30 day period and if the City is diligently and continuously pursuing such cure to completion then such cure period shall be extended for such period of time as is reasonably necessary to complete the curative activities).

C. Other Disputes. In addition to matters that may constitute a breach or default under this Agreement, the parties agree to attempt to resolve all other disputes arising under this Agreement amicably between themselves.

**Section 16. Force Majeure.** Except as otherwise expressly set forth herein, in the event that either party to this Agreement is delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive laws or regulations of governmental agencies, riots, insurrection, war, or other reasons of a like nature not the fault of the party delayed in doing acts required under the terms, covenants, and conditions of this Agreement (all of such reasons or causes referred to in this Agreement as "*Force Majeure*"), then performance of such acts shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

**Section 17. Termination: Surrender of Property.**

A. Terminating Events. This Agreement will terminate upon the occurrence of any one or more of the following events:

1. The EFF and the City mutually agree to terminate this Agreement.

2. Following a default of either of the parties pursuant to this Agreement (including but not limited to a violation of the Special Use Permit) without completion of an effective cure if the default is subject to cure.
3. The expiration of the initial Term (or any additional Term as authorized pursuant to Section 4 of this Agreement).
4. The following changes to the organizational structure of the EFF: (a) dissolution of the EFF, whether voluntary or involuntary; (b) merger of the EFF into, or acquisition of the EFF by, another organization; (c) the disposition of all or a substantial portion of the assets and properties of the EFF; or (d) such a substantial change in the purposes or functions of the EFF that it no longer operates or is no longer able to operate as a Farm and community venue serving the residents of the City, unless (i) the organization succeeding to or acquiring the EFF or acquiring its assets and properties shall be capable of carrying on the activities of the EFF and shall agree to assume the EFF's obligations and responsibilities under this Agreement and (ii) the City shall consent to the substitution of such organization as a party to this Agreement in lieu of the EFF.
5. In the event that any existing principal building on the EFF Areas ("*Elawa Farm Buildings*") suffers material damage and, within a period of 365 days from the date that the existence of such material damage has been determined, the City and the EFF fail to come to an agreement upon an acceptable program for the rebuilding, repair, or restoration of the Elawa Farm Buildings.
6. In the event that any portion of the EFF Areas ceases to be fit for the intended purposes of this Agreement or otherwise not fit for occupancy in accordance with the codes and regulations of the City.
7. In the event that all or substantially all of the EFF Areas is taken by any governmental agency or utility that has the power of eminent domain, then the EFF will have the right to terminate this Agreement within 60 days thereafter.

B. City's Use of the Property Upon Termination. Upon termination of this Agreement, the EFF must cease use of the Property and deliver possession of the EFF Areas to the City, and all improvements or additions to the EFF Areas, if any, made to the EFF Areas by the EFF will become the property of the City without compensation therefor. The City may then make use of the Property as the City deems appropriate.

## **Section 18. Taxes.**

A. Exemption. The parties mutually acknowledge (i) their belief that the Elawa Farm Property is entitled to a real estate tax exemption, and (ii) their mutual obligation to seek, obtain,

and maintain the Property’s tax exempt status. However, to the extent that real estate taxes are imposed upon the EFF Areas or any portion of the Elawa Farm Property as a result of the use or occupancy of the EFF Areas by the EFF or any of its Third Party Users, the EFF will pay, promptly and before they become delinquent, all general and special real estate taxes assessed during the Term of this Agreement, In the event that the EFF does not timely pay any real estate taxes when due, the City shall have the right, but not the obligation, to pay such taxes, and recover from the EFF the full amount and any interest or penalties assessed upon any past-due taxes (plus the full amount of any expenses, including attorneys' fees, incurred by the City in recovering any taxes, interest, or penalties paid from EFF).

B. Other Taxes. In addition to real estate taxes, EFF will pay any and all other taxes arising from its use and operation of the EFF Areas.

**Section 19. General.**

A. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be (a) personally delivered, (b) delivered by a reputable overnight courier, (c) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (d) emailed. Unless otherwise expressly provided in this Agreement, notices shall be deemed received at the earlier (x) of actual receipt, or (y) one business day after deposit with an overnight courier as evidenced by a receipt of deposit or (z) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Notices must be directed to the parties at their respective addresses set forth below or at such other address as either party may, from time-to-time, specify by written notice to the other in the manner described above:

City:

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

EFF:

Elawa Farm Foundation  
1401 Middlefork Drive  
Lake Forest, IL 60045  
Attention: Executive Director

B. Binding Effect. The benefits of this Agreement will inure to and the obligations hereof will be binding upon the heirs, personal representatives, successors, and assigns of the respective parties hereto.

C. Time of the Essence. Time is of the essence in the performance of all terms, covenants, and conditions of this Agreement.

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

E. Non-Waiver. The failure of the City or the EFF to enforce against the other any term, covenant, or condition of this Agreement will not be deemed a waiver thereof, nor void or affect the right of the aggrieved party to enforce the same term, covenant, or condition on the occasion of any subsequent breach or default; nor will the failure of either party to exercise any

option in this Agreement upon any occasion arising therefor be deemed or construed to be a waiver of the right to exercise that same kind of option upon any subsequent occasion.

F. No Joint Venture. Nothing contained in this Agreement will be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the parties hereto, it being agreed that no provision herein contained nor any acts of the parties herein will be deemed to create any relationship between the parties hereto other than the relationship of contracting parties as herein set forth.

G. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation will be made, or be valid against the Parties.

H. Consents. Whenever the consent or approval of either party is required herein, that consent or approval must be in writing and will not be unreasonably withheld or delayed, and, in all matters contained herein, both parties will have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

I. Warranties Regarding Execution. In order to induce the EFF to enter into this Agreement, the City hereby warrants and represents to the EFF that it has the authority and legal right to make, deliver, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement and that the party executing this Agreement on behalf of the City has full authority to bind the City to the obligations set forth herein. In order to induce the City to enter into this Agreement, the EFF hereby warrants and represents to the City that the EFF has the authority and legal right to make, deliver, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement and the party executing this Agreement on behalf of the EFF has full authority to bind the EFF to the obligations set forth herein.

J. Governing Law. This Agreement will be governed by, construed, and enforced in accordance with the internal laws, but not the conflict of laws rules, of the State of Illinois.

K. Severability. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. In addition, to the extent any invalidity is the result of a procedural deficiency that can be readily cured, the parties agree to take such curative actions as may be necessary or appropriate.

L. Interpretation. This Agreement will be construed without regard to the identity of the party who drafted the various provisions hereof. Moreover, each and every provision of this Agreement will be construed as though all parties hereto participated equally in the drafting and approval thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party will not be applicable.

M. Exhibits. Exhibit A through F attached hereto are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

O. Amendments. This Agreement may not be modified or amended except by written instrument executed by each of the parties.

P. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, will be deemed to be an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

ELAWA FARM FOUNDATION, an Illinois not-for-profit corporation

ATTEST:  
\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

THE CITY OF LAKE FOREST, a municipal corporation

ATTEST:  
\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor

**EXHIBIT A**

**Depiction of the Property**

LOT 76 IN MIDDLEFORK FARM, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 30 AND THE NORTH HALF OF SECTION 31, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 1, 1998 AS DOCUMENT 4214648, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 76, THENCE SOUTH 24°15'44" WEST 108.17 FEET ALONG THE EASTERLY LINE OF SAID LOT TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 566.00 FEET; THENCE SOUTHERLY 359.48 FEET ALONG SAID CURVE, CHORD BEARING SOUTH 6°04'02" WEST, CHORD DISTANCE 353.47 FEET; THENCE SOUTH 12°07'42" EAST 20.08 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 176.00 FEET; THENCE SOUTHERLY 46.79 FEET ALONG SAID CURVE, CHORD BEARING SOUTH 19°44'40" EAST, CHORD DISTANCE 46.65 FEET; THENCE SOUTH 42°35'02" WEST 70.00 FEET; THENCE NORTH 90°00'00" WEST 200.00 FEET; THENCE NORTH 27°00'00" WEST 90.00 FEET; THENCE NORTH 90°00'00" WEST 230.00 FEET; THENCE NORTH 70°00'00" WEST 50.00 FEET; THENCE SOUTH 80°00'00" WEST 95.00 FEET; THENCE NORTH 30°00'00" WEST 70.00 FEET; THENCE NORTH 20°00'00" EAST 50.00 FEET; THENCE SOUTH 89°00'00" EAST 50.00 FEET; THENCE NORTH 77°00'00" EAST 80.00 FEET; THENCE NORTH 00°00'00" EAST 100.00 FEET TO THE NORTHWESTERLY LINE OF SAID LOT; THENCE NORTH 51°54'35" EAST 420.00 FEET ALONG SAID NORTHWESTERLY LINE; THENCE 89°53'05" EAST 280.00 FEET ALONG THE NORTH LINE OF SAID LOT TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

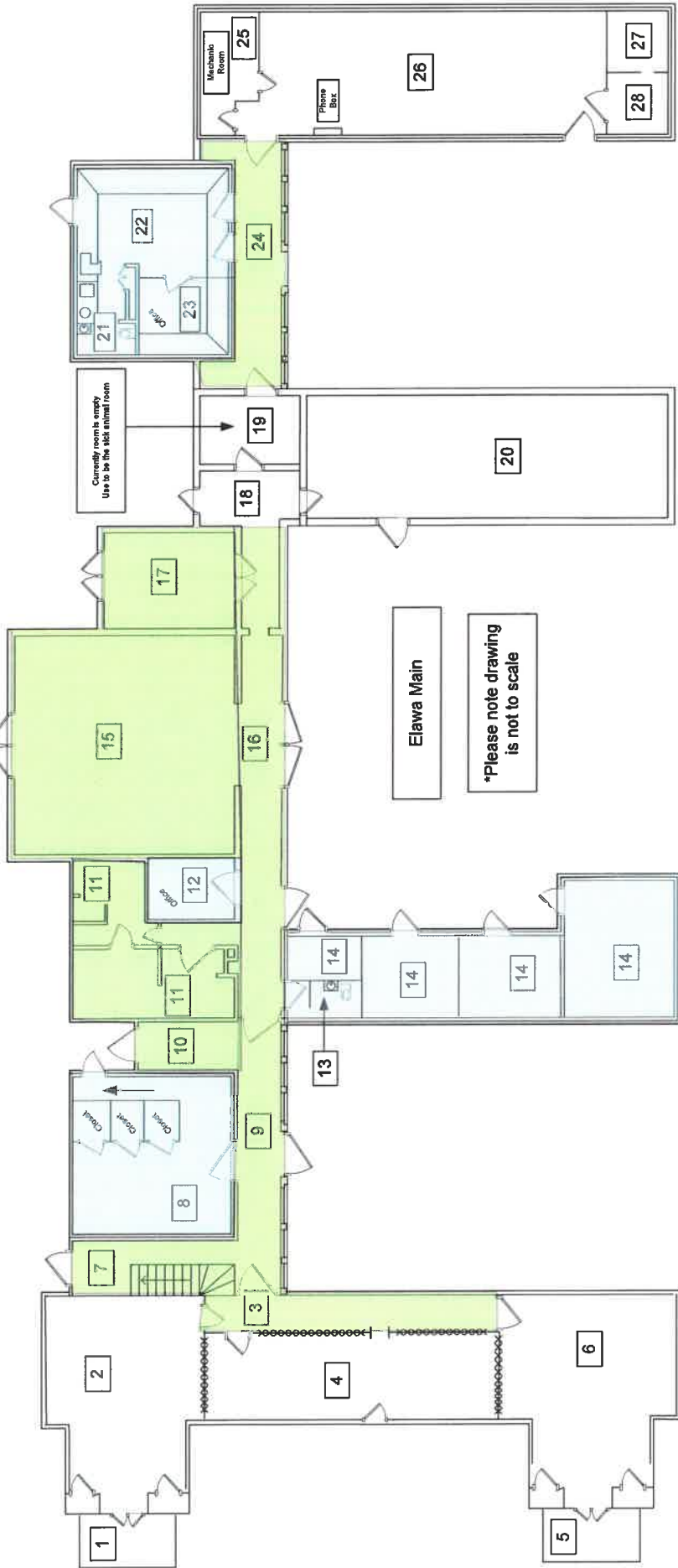


**EXHIBIT B**

**Defined Use Areas – Buildings**

DRAFT

**Exhibit B  
Elawa Farm - East Building**



No.	NAME	Sq. Ft.
22	Visitor Center	441.02
23	Visitor Center Office	112.77
24	Loggia 2	222.73
25	Mech. Room	79.41
26	WDC	587.50
27	Store Room	54.63
28	Off Display	99.75

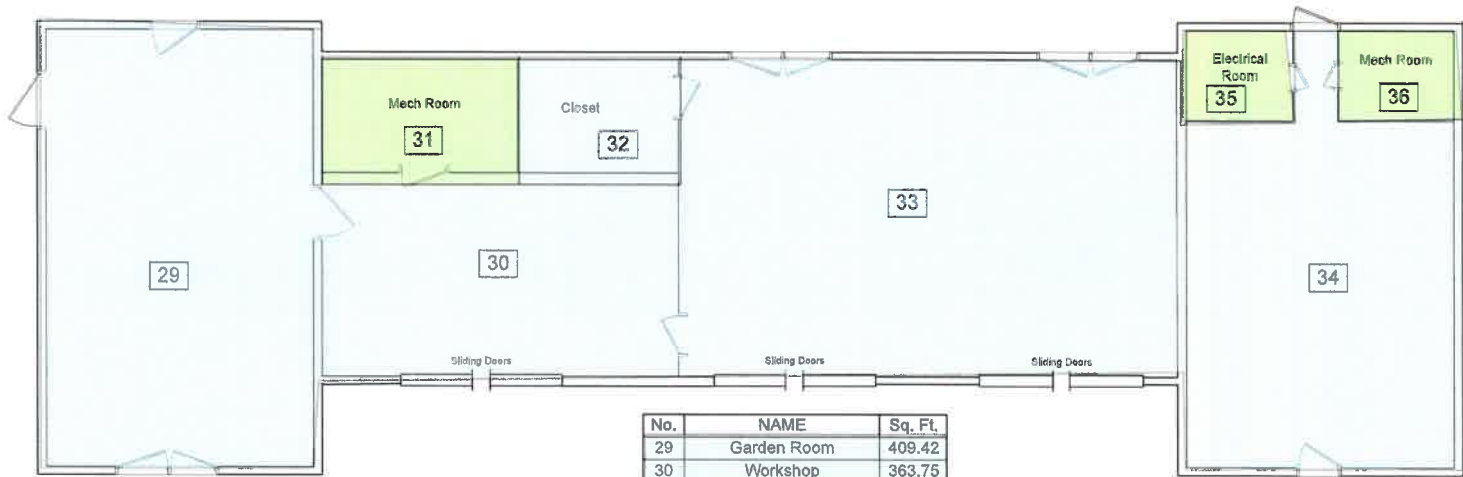
No.	NAME	Sq. Ft.
15	Hay Barn	1228.80
16	Exit. Corridor	373.83
17	Exit. Mech.	223.99
18	Vestibule 1	126.81
19	Empty	124.13
20	WDC Main Display	638.25
21	Staff Toilet	71.75

No.	NAME	Sq. Ft.
8	Kitchen	564.63
9	Loggia 1	136.11
10	Vestibule 2	98.71
11	Exit. Men's & Women's Toilet	230.0
12	Exit. Office (Tack Rm)	103.54
13	Bathroom	60.0
14	Gardener's Storage Stalls	456.67

No.	NAME	Sq. Ft.
1	Screen Porch 2	131.65
2	Classroom 3	422.37
3	Classroom Hall	103.33
4	Classroom 2	322.92
5	Screen Porch 1	131.65
6	Classroom 1	490.38
7	Vestibule 3	134.10

**Exhibit B  
Elawa Farm - West Building**

Elawa West Bldg.



No.	NAME	Sq. Ft.
29	Garden Room	409.42
30	Workshop	363.75
31	Mech. Room 1	26.25
32	Closet	53.25
33	Seasonal Garden	1029.00
34	Conference Room	307.15
35	Electrical Room	26.25
36	Mech. Room 2	78.38
37	Basement	1224.00 (not pictured)
38	Cottage	432.00 + second floor (not pictured)
	<b>TOTAL</b>	<b>11,711.88 Sq. Ft.</b>

**EXHIBIT C**

**Defined Use Areas – Grounds**

DRAFT



**EXHIBIT D**  
**Special Use Permit**

DRAFT

EXHIBIT D TO ELAWA FARM LEASE AGREEMENT



**THE CITY OF LAKE FOREST**

**ORDINANCE NO. 2019-16**

**An Ordinance Amending a Special Use Permit Authorizing the Continued Use of Elawa Farm, a City Owned Property Located at 1401 Middlefork Drive, as a Community Facility in the R-5, Single Family Residence District**

**Adopted by the Mayor and City Council of  
The City of Lake Forest  
this 4th day of March, 2019**

**Published in pamphlet form by direction and  
authority of the City Council of The City of Lake Forest,  
Lake County, Illinois  
this 4th day of March, 2019**

THE CITY OF LAKE FOREST

ORDINANCE NO. 2019-16

**Amending a Special Use Permit Authorizing the Continued Use of Elawa Farm, a City Owned Property Located at 1401 Middlefork Drive, as a Community Facility in the R-5, Single Family Residence District**

**WHEREAS**, The City of Lake Forest (the "Owner"), owns Elawa Farm, a community facility located at 1401 Middlefork Drive and legally described in Exhibit A attached hereto and made a part hereof and;

**WHEREAS**, the Owner submitted a request, in accordance with Section 159.045, Special Uses, of the Lake Forest Zoning Code, for review and reconsideration of the Special Use Permit and the Master Plan in the context of how the use of Elawa Farm has evolved since the approval of the original Special Use Permit, the existing tenants and the surrounding uses; and

**WHEREAS**, in 1998, through an extraordinary partnership between the property owner, Lake Forest Open Lands Association, the Lake County Forest Preserves District, the developer, and the City; 200 acres of property were planned and developed as Middlefork Farm, a unique combination of single family homes, preserved open space and adaptive reuse of an historic complex of buildings; and

**WHEREAS**, as part of the Middlefork Farm development, the City acquired 16 acres of land including the historic Gentleman's Farm building complex now known as Elawa Farm; and

**WHEREAS**, in 2006, a Special Use Permit was granted authorizing the operation of the Elawa Farm Garden Market; and

**WHEREAS**, in 2009, the City facilitated the development of the first Master Plan for Elawa Farm by bringing together a group of stakeholders to envision what Elawa Farm could be in the future; and

**WHEREAS**, in 2010, the Owner submitted a petition for a Special Use Permit to authorize the operation of Elawa Farm as a community facility intended generally for passive educational and recreational activities including, but not limited to classes, programs, gardening, field trips, tours, events and public use in the R-5 residential zoning district and;

**WHEREAS**, the City Council adopted Ordinance 2010-11 authorizing the use of Elawa Farm as a community facility subject to conditions and approving the Master Plan as an exhibit to the Ordinance; and



**WHEREAS**, through the commitment, hard work and generosity of many, Elawa Farm was restored and today, is a community resource as envisioned at the time of the approval of the Middlefork Farm development; and

**WHEREAS**, the Zoning Board of Appeals of The City of Lake Forest held public hearings on this matter over the course of seven meetings, from September, 2017 through October, 2018, and after extensive study, public input and deliberation, voted to recommend approval of an amended Special Use Permit incorporating revised conditions and the updated Master Plan attached hereto and made a part hereof as Exhibit B and submitted to the City Council a report of its findings, a copy of which is attached hereto and made a part hereof as Exhibit C and;

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

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

**SECTION 1. Recitals:** The foregoing recitals are incorporated into this Ordinance as if fully set forth.

**SECTION 2. Approval:** An amended Special Use Permit is hereby granted, superseding the Special Use Permit granted by Ordinance 2010-11 and incorporating the conditions of approval as detailed in this Section and adopting an updated Master Plan as Exhibit C to the Special Use Permit.

#### **Daily Use Activities**

1. Definition: Uses at Elawa Farm shall be consistent with the vision stated in the Updated Master Plan adopted as an exhibit to the Amended Special Use Permit. As described in the Master Plan, "Daily Use Activities" are those activities offered and managed by the tenants at Elawa Farm (at the time of this adoption, the Elawa Farm Foundation and the City of Lake Forest Wildlife Discovery Center) to provide opportunities in the fields of environmental and wildlife education, gardening, conservation, environmental restoration, architecture, history, gentlemen farming, preservation, local culture, and passive recreation experiences. (Note: It is acknowledged that if tenants at Elawa Farm change, this Special Use Permit and the Master Plan will be reviewed and further amended as necessary.)

Daily Use Activities at Elawa Farm include classes, programs, demonstrations, workshops, tours, field trips and lectures. Unscheduled drop-in visits by members of the public and normal tasks associated with caring for and maintaining the Garden and the Wildlife Discovery Center are also considered Daily Use Activities.

2. **Public Use:** Elawa Farm is primarily intended for public use by Lake Forest residents. The outdoor grounds of Elawa Farm, the Garden and the Natural Area are generally accessible to the public from dawn to dusk.
3. **Tenant Use:** The Elawa Farm facilities, farm buildings and courtyards, are available for tenant sponsored Daily Use Activities as described in condition #1, seven days a week, until 9:30 p.m. subject to prior scheduling and approval by the Coordinator (see condition #9).
4. **Field Trips:** Prearranged visits to Elawa Farm, offered as part of the curriculum for elementary, middle and high school students during the school year, are considered Daily Use Activities and are permitted up to 16 times per year, during the months of September, October, early November, April and May, with no more than two field trips occurring per week.
5. **Parking:** All staff, volunteer, contractor, participant, guest and visitor parking for Elawa Farm for Daily Use Activities shall be in the on-site parking lot, or off site, not on the residential streets in the Middlefork Farm Subdivision except for limited events which are open to the general public subject to approval by the Coordinator.
6. **Farm Animals:** Farm animals, defined as animals typically found on a farm in the Midwest, are permitted on the site on a limited basis only in the overlay area designated in the Master Plan, the southern portion of the Garden.
  - i. Farm animals, for events such as a petting zoo or other demonstrations, are permitted at Elawa Farm up to 5 days per year.
  - ii. No farm animals may be kept on the site overnight with the following exceptions:
    - a. An incubator, housed in the farm buildings, for an "egg to chicken" demonstration is permitted.
    - b. A pilot program is authorized from May 1, 2019 through October 1, 2019 allowing up to 10 adult hens to be kept on site, wholly within the overlay area designated in the Master Plan, the southern portion of the Garden. The chickens must be secured in a temporary pen/chicken coop which must be removed at the end of the pilot program. At the conclusion of the pilot program, establishing the program on a permanent basis may only be considered through further amendment to this Special Use Permit.

Any and all required licenses, permits or approvals related to farm animals must be obtained from outside agencies to meet all applicable health and life safety requirements and must be submitted to the Coordinator a minimum of 30 days prior to bringing animals on to the site.

### Events

7. **Definition:** "Events" are activities other than Daily Use Activities and fall into two categories: 1) Events sponsored by the Elawa Farm tenants and open to the

public free of charge, by donation or through purchase of a ticket; and 2) Private Rental Events hosted by private individuals or companies, not hosted by Elawa Farm tenants and not open to the public. Both types of events are intended to produce revenues to support the ongoing maintenance of the Elawa Farm facilities and the tenants.

8. Priority: Priority for reserving space shall be given to Elawa Farm tenants for Daily Use Activities and Events.
9. Requirements for all Events: The following minimum requirements shall be met for all Events:
  - a. Site Capacity. No Event shall exceed 200 people cumulatively on the site at one time due to site capacity limitations, public safety concerns and impact on the surrounding area.
  - b. Day time Events. Day time Events are encouraged to minimize the need for evening Private Rental Events.
  - c. Evening Events. No more than 12 non-amplified Events extending past 6:00 p.m. are permitted annually.
  - d. Amplified Events. Amplified Events are defined as any Event at which electronic means are used to increase or enhance sound inclusive of music and voices. Six (6) amplified Events, inclusive of day time and evening Events, are permitted annually. No more than two (2) amplified Events are permitted within any 30-day period and amplified Events are not permitted on consecutive evenings. Amplification is permitted only in the Private Rental Event Area located west of the Wagon Shed and in the Hay Barn. *Exception:* Events held within the farm buildings, with doors closed, are permitted to use amplification only for individuals speaking to groups and these Events will not be counted toward the six (6) permitted amplified Events.
  - e. End Time. Events shall end no later than 11 p.m. on Friday and Saturday evenings and 10 p.m. on other days of the week.
  - f. Alcohol. The service of alcohol shall end 30 minutes prior to the scheduled end of the event.
  - g. Shuttle Service. For all events with planned attendance of 75 people or more, off-site parking and shuttle service must be provided and event attendees shall be required to use the shuttle service. Shuttle service shall end no later than 45 minutes after the Event and in no case, later than 11:45 on Friday and Saturday and 10:45 on other days of the week. Shuttle vehicles shall avoid the use of flashing lights and shall drop-off and pick-up passengers in an area located away from the neighboring homes.
  - h. Parking. Valet parking and parking on residential streets for any purpose related to Evening Events is prohibited.
  - i. Tents. Tents shall be located only in the areas designated in the Master Plan and must be a minimum of 20 feet away from all farm buildings. The siting and installation of tents shall be subject to inspection by City life safety inspectors.

- j. Canopies. Canopies to provide overhead shelter from the rain and sun, without walls, are permitted in areas as designated in the Master Plan and must be a minimum distance of 10 feet away from all farm buildings. The siting and installation of canopies shall be subject to inspection by City life safety inspectors.
- k. A plan for each Event, including details for deliveries, setup, drop off/pick-up, security and clean-up shall be submitted and will be subject to review and approval by the Coordinator.
- l. No smoking is permitted at Elawa Farm or at Events held at the Elawa Farm facilities in compliance with the City Code and life safety regulations.
- m. Certificates of insurance must be posted when applicable.
- n. A liquor license must be obtained in accordance with applicable regulations.
- o. All applicable fees must be paid and deposits posted.

#### Garden Market

- 10. The Market shall be managed and operated consistent with this Special Use Permit and the Operating Agreement.
- 11. The Market shall be a not for profit operation with proceeds from the sales used for maintenance, operation, restoration and enhancements at Elawa Farm.
- 12. The Market, including any required setup or take down, is permitted to operate between the hours of 8 a.m. and 6 p.m.
- 13. The majority of items for sale at the Market shall be grown or produced on the site with the exception of limited garden and farm related seasonal items which may be brought on to the site for sale.

#### General Regulations

- 14. Scheduling Responsibilities: All Daily Use Activities and Events at Elawa Farm shall be scheduled in advance in accordance with established policies and the Operating Agreement. In every case, Daily Use Activities and Events shall be scheduled and approved only after considering **cumulatively**, all uses occurring at and near Elawa Farm, at any particular time. ("Cumulative" is intended to include consideration of, for scheduling purposes, activities or events on adjacent properties; Lake County Forest Preserves, Lake Forest Open Lands, Elawa Park and any special events occurring in the area.)

A schedule of Daily Use Activities and Events shall be maintained in and shall be available on an ongoing basis to all tenants of Elawa Farm, the Middlefork Farm Homeowners' Association, appropriate City staff and if determined to be helpful, to adjacent landowners; the Lake County Forest Preserves District and Lake Forest Open Lands Association. The schedule shall include, but not be limited to, the following: number of participants, hours, location and type of activity or event.

Clear policies and requirements for event management and security shall be established to assure proper monitoring and management of all Events in a manner consistent with the Special Use Permit and other applicable requirements.

15. No activity at Elawa Farm shall obstruct public streets or sidewalks without specific authorization from the City. On the Elawa Farm site, an open route for emergency access must be maintained through the Main Courtyard, in a north/south direction at all times.
16. No overnight use of or activities are permitted at Elawa Farm except for use of the caretaker's cottage in a manner typical for a single family residential house and activities necessary to support care and oversight of the Wildlife Discovery Center animals. *Exception:* Occasional overnight activity on the site is permitted as necessary to support the one year pilot project which allows chickens on the site during the 2019 calendar year.
17. At no time shall the number of people in each of the individual interior spaces at Elawa Farm or the number of people at Elawa Farm in its entirety, exceed the maximum capacity as permitted by Fire Code and as posted in accordance with that Code throughout the facility. The use of tents for specific events shall not allow the maximum overall site capacity, as posted on the site, to be exceeded.
18. Elawa Farm shall not be used as a Polling Place for primary, general or special elections.
19. Any new buildings, alteration of existing buildings and any significant fencing or gates that may be proposed, beyond fences for utilitarian purposes which are in full conformance with the City Code, shall be subject to the review and approval of the Historic Preservation Commission.
20. No permanent outdoor lighting shall be permitted except safety and security lighting which shall be installed in compliance with Code and permitting requirements. Lighting beyond that needed for safety and security shall require review and approval by the Historic Preservation Commission with consideration given to the intensity of lighting and proposed light fixtures to assure that the residential and historic character of the neighborhood and site are preserved. Lights, other than for safety and security purposes shall be turned off after hours. The goal shall be to preserve the "right to night" and adherence to the dark sky initiatives.
21. Signage for Elawa Farm and the various tenants now and in the future shall be consistent with the signage plan approved by the Historic Preservation Commission and as it may be amended in the future.

#### Other

22. On an annual basis, the tenants of Elawa Farm shall provide a report to the Director of Community Development or designee detailing: the number and frequency of Events, the type of Events, the number of attendees at each Event and any issues, complaints or non-compliance resulting from the Events. The report shall be used as one means to verify ongoing compliance with the conditions of the Special Use Permit.

**SECTION 3. Failure to Comply with Conditions.** Failure to Comply with Conditions. Upon the failure or refusal of the property owner or petitioner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approvals granted in Section 2 of this Ordinance shall, at the sole discretion of the City Council by ordinance duly adopted, without the need for a public notice or hearing, be revoked and become null and void; provided, however, that no such revocation ordinance shall be considered unless (i) the City has first notified the tenants and (ii) the tenants or owner have failed to cure any violative condition within 30 days (unless such violative condition requires more than 30 days and corrective action has commenced in a timely manner and continuously proceeds without interruption until completion). In the event of revocation, the development and use of the Subject Property shall be governed solely by the regulations of the R-5, Single Family Residential District, as the same may, from time to time, be amended. Further, in the event of such revocation, the City Manager and City Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The petitioner and owner acknowledge that public notices have been given and public hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right provided that the terms of this Section are satisfied.

**SECTION 4. Amendment to Ordinance.** Any amendments to the terms, conditions, or provisions of this Ordinance that may be requested by the petitioner and owner of the property after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in Section 159.45 of the Zoning Code, or by an amendment to the special use permit itself in the manner provided in the Zoning Code and by applicable law.

**SECTION 5. Binding Effect.** The privileges, obligations, and provisions of each and every Section of this Ordinance are for the sole benefit of, and shall be binding on, the owner, except as otherwise expressly provided in this Ordinance. This ordinance shall be in full force and effect from and after its passage and approval; provided, however, that this Ordinance shall be of no force or effect unless and until owner files with the City its unconditional agreement and consent, in the form attached hereto as Exhibit D and by this reference incorporated herein and made a part hereof; provided further that, if owner does not so file its unconditional agreement and consent within 30 days following the passage of this Ordinance, the City Council may, in its discretion and without public notice or hearing, repeal this Ordinance and thereby revoke the special use permit granted in this Ordinance.

Passed this 4<sup>th</sup> day of March, 2019

Margaret Bourne  
City Clerk

Approved this 4<sup>th</sup> day of March, 2019

W.E. Lansing  
Mayor

ATTEST:

Margaret Bourne  
City Clerk



EXHIBIT A – LEGAL DESCRIPTION  
1401 Middlefork Drive

LOT 76 IN MIDDLEFORK FARM, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 30 AND THE NORTH HALF OF SECTION 31, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 1, 1998 AS DOCUMENT 4214648, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 76, THENCE SOUTH 24°15'44" WEST 108.17 FEET ALONG THE EASTERLY LINE OF SAID LOT TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 566.00 FEET; THENCE SOUTHERLY 359.48 FEET ALONG SAID CURVE, CHORD BEARING SOUTH 6°04'02" WEST, CHORD DISTANCE 353.47 FEET; THENCE SOUTH 12°07'42" EAST 20.08 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 176.00 FEET; THENCE SOUTHERLY 46.79 FEET ALONG SAID CURVE, CHORD BEARING SOUTH 19°44'40" EAST, CHORD DISTANCE 46.65 FEET; THENCE SOUTH 42°35'02" WEST 70.00 FEET; THENCE NORTH 90°00'00" WEST 200.00 FEET; THENCE NORTH 27°00'00" WEST 90.00 FEET; THENCE NORTH 90°00'00" WEST 230.00 FEET; THENCE NORTH 70°00'00" WEST 50.00 FEET; THENCE SOUTH 80°00'00" WEST 95.00 FEET; THENCE NORTH 30°00'00" WEST 70.00 FEET; THENCE NORTH 20°00'00" EAST 50.00 FEET; THENCE SOUTH 89°00'00" EAST 50.00 FEET; THENCE NORTH 77°00'00" EAST 80.00 FEET; THENCE NORTH 00°00'00" EAST 100.00 FEET TO THE NORTHWESTERLY LINE OF SAID LOT; THENCE NORTH 51°54'35" EAST 420.00 FEET ALONG SAID NORTHWESTERLY LINE; THENCE 89°53'05" EAST 280.00 FEET ALONG THE NORTH LINE OF SAID LOT TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.



EXHIBIT B

**ELAWA MASTER PLAN**

*As Recommended by the Zoning Board of Appeals*

**Vision Statement**

Elawa Farm is open to the public, a place for community members to experience, study and explore an historic Gentleman's Farm and Garden and an accredited nature center, the Wildlife Discovery Center, in the context of unique surroundings; an established single family neighborhood, preserved open lands and the Middlefork Savanna, a sensitive and significant natural area.

- Elawa Farm is a community resource where stewardship of the environment and history of the site are achieved through education, preservation, restoration and conservation.
- Elawa Farm is a City of Lake Forest-owned facility that provides opportunities to learn about and participate in activities related to the natural environment, wildlife education, gardening, gentlemen's farming, conservation, environmental restoration, architecture, preservation and the history of Elawa Farm.
- Elawa Farm is primarily intended for passive educational and recreational experiences.
- All aspects of Elawa Farm; daily activities, programming, Events, site amenities, future site improvements and signage respect the limited capacity of the site, the natural and historic setting and the surrounding residential neighborhood.
- Primary financial support for ongoing maintenance of the farm buildings, the Garden and day to day operations at Elawa Farm comes from various programs and classes offered by the tenants (the Elawa Farm Foundation and the Wildlife Discovery Center at the time of adoption of this Master Plan), market sales, revenues generated by limited private rental events and donations.
- Capital improvements; enhancements of existing buildings and the Garden and construction of new buildings and facilities, are intended to be supported through donations, grants or other one-time revenues.
- Any new structures should be considered only if funding is provided to support not only construction; but also ongoing maintenance and operational needs.
- Elawa Farm is intended as a safe haven for plant and wildlife species that live on or pass through the area on a seasonal basis in recognition of the Farm's adjacency to the environmentally significant Middlefork Savannah.

**USE AREAS (Exhibit 1)**

The Master Plan recognizes six distinct use areas at Elawa Farm. Each area has specific characteristics and is designated for a particular use or uses. Deliberative planning, creative scheduling and close coordination among users is critical to the on-going success of Elawa Farm. Activity levels on the site must be balanced with protecting the surrounding preserved natural areas and habitat, preserving the historic farm buildings, and respecting the adjacent residential neighborhood. Each use area is described below.

Adjacent to, but separate from Elawa Farm, Elawa Park, a City of Lake Forest Neighborhood Park, is located to the north. The northernmost portion of the Park is reserved for a future public school site if

needed. Elawa Park is not governed by this Master Plan but instead, is under the purview of the City's Park, Recreation and Forestry Department.

#### Entrance Corridor

The Entrance Corridor is the open area located along Middlefork Drive, adjacent to the parkway along the public street. The Corridor is part of the visual approach to Elawa Farm.

- Low native plantings are appropriate for this area.
- The Entrance Corridor is intended to remain free of solid landscaping and sight obstructing fences to provide an open space buffer between the working Garden and the residential neighborhood.
- No structures are permitted in this area.
- Views across the Garden, from Middlefork Farm Drive, should be preserved.
- Parking along Middlefork Drive, along the Entrance Corridor, for users of Elawa Farm is discouraged. No parking is permitted in this area for Events at Elawa Farm as defined in the Special Use Permit, or for maintenance or service vehicles associated with the Farm.

#### Garden

The Garden is located south of the Entrance Corridor in the expansive space east of the main building. The restoration of the Garden generally follows historic plans from the early 1920's. The restoration efforts and dedication of the Gardeners at Elawa Farm were a driving force behind the successful adaptive reuse and preservation of the buildings and site. The Garden is planted with various fruits, vegetables and flowers which are offered for sale at the Elawa Farm Garden Market seasonally.

- The garden plantings and protective garden barriers are intended to allow for views into the Garden and views of the buildings and prairie beyond, while at the same time discouraging natural predators.
- The root cellar to the northeast of the garden is not intended for public use or access and is intended only for use by authorized personnel directly associated with the garden.
- Organic gardening and lawn maintenance practices are encouraged to further the vision of Elawa Farm.
- Planting and cultivation should be limited only to the Garden with the exception of small residential gardens that may be associated with the Caretaker's Cottage. Other areas of Elawa Farm are intended to remain in a natural state.
- Up to two storage sheds are permitted in Garden, in the area south of the planting beds. The storage sheds shall be low profile and designed and constructed generally consistent with the existing farm buildings.
- Bee-keeping is permitted in the southern portion of the Garden and near the Caretaker's Cottage.
- Farm animals, for demonstration or exhibit purposes, are permitted on a limited basis as further defined in the Special Use Permit in the Garden Overlay area located south of the planting beds, away from neighboring residential homes. No permanent structures for farm animals may be constructed on the site.
- Short duration ceremonies are permitted at the west end of the Garden.

### **Buildings and Associated Grounds**

The historic 1917 farm buildings are centrally located on the site. The buildings and outdoor spaces are intended for community use as well as for classes, programs, demonstrations, field trips, lectures and other activities offered by the Elawa Farm tenants, the Elawa Farm Foundation and the Wildlife Discovery Center. Limited use of Elawa Farm is permitted for private events as authorized by the Special Use Permit. Outdoor courtyards are closely associated with the farm buildings and the activities that occur in the buildings. The courtyards also serve as meeting and gathering areas for groups, program attendees, visitors and those working at the site. The spaces within the buildings are used for programs and classes that support the vision of Elawa Farm.

- Proposed changes to the buildings and grounds are reviewed through the appropriate approval and permitting processes to assure that all changes are consistent with the overall character of the site.
- Interior and exterior furnishings, decorations, detailing, lighting and signage should emulate the historic farm buildings character, materials and scale.
- Displays or structures in the outdoor courtyards are reviewed through the appropriate approval and permitting process.
- Limited exterior lighting is permitted including emergency and safety lighting and shielded, compatible, low voltage ground lighting in the main court yard for safety and security of the site. All proposed lighting must be reviewed through the appropriate review and permitting processes. No lighting is permitted in the Garden.
- The Elawa Farm Garden Market operates in the Wagon Shed and Main Court yard on a seasonal basis.
- The Caretaker's Cottage is part of the historic farm building complex and supports the Wildlife Discovery Center, one of the Elawa Farm tenants, by providing a base for around the clock on-site monitoring which is necessary for this program.
- An unobstructed emergency access route must be maintained through the main courtyard at all times, in a north/south direction, to provide for access to the farm buildings and the Caretaker's Cottage in the event of a medical or fire emergency.
- Public restrooms are located in the Hay Barn and must be accessible from inside and outside during all hours that the facility is open to the public being used for classes or programs. The public restrooms are intended to serve users of Elawa Farm, Elawa Park and the Forest Preserves' trails unless and until an alternate free standing restroom facility is constructed.

### **Natural Education Area**

The Natural Education Area is located west of the farm buildings and is designated for passive nature experiences and education. The area is characterized by a natural landscape, walking trails, an observation deck which serves as an outdoor classroom, outdoor animal displays and views of the Lake County Forest Preserves' Middlefork Savanna. The south half of the Natural Education Area is designated for use by the Wildlife Discovery Center.

- The prairie is a preserved natural area. Passive activities consistent with and supportive of the restoration efforts are permitted in the preserved natural area. No cultivation or planting of non-prairie species are permitted in this area except for residential gardens in the immediate vicinity of the Caretaker's Cottage.
- An interpretive trail is located in this area and leads visitors through the prairie to learn about and experience the plants, animals and natural habitat. Small scale interpretive signage is encouraged in this area. Users are encouraged to stay on designated trails.

- Outdoor animal displays are permitted within the Wildlife Discovery Center Overlay Area only.
- The potential for a future low profile structure in the Overlay area is identified in this Plan for use by the Wildlife Discovery Center only, to provide replacement space for programs, displays and classes in the event that a decision is made in the future, by the City Council, to move Wildlife Discovery activities out of the farm buildings. Any new structure must be consistent with other Sections of this Plan.
- The Caretaker's Cottage, part of the historic farm building complex is included in the Wildlife Discovery Center Overlay to provide the oversight, security, monitoring and protection required for this program.
- Displays, cages and other structures must be reviewed through the appropriate approval and permitting processes.

**Event Areas – Primary, Secondary and Limited (Exhibit 2)**

Note: Events are defined in the Special Use Permit.

*Primary Event Areas*

There are two Primary Event Areas. 1) The outdoor area located south of the parking lot and west of the Farm Buildings. This area is designated as the preferred location for outdoor evening Events held by the Elawa Farm tenants, or private individuals or groups, as authorized in the Special Use Permit. Tents are permitted in this area. During the day, at times when Events are not scheduled, this area is intended to be accessible to tenants of Elawa Farm and the public. 2) The interior of the Hay Barn.

- No pathways, structures or plantings, other than around the perimeter, are appropriate for the open area south of the parking lot. Landscaping is appropriate to define, but not limit use of the area.

*Secondary Outdoor Event Areas*

There are two Secondary Event Areas. 1) The Main Courtyard located between the Hay Barn and the Wagon Shed; and 2) the Paddock. These areas are intended for medium to small outdoor Events.

- An unobstructed emergency access route must be maintained at all times through the center of the Main Courtyard.
- Canopies, only overhead shelter from rain and sun, are permitted in these areas and must be at least 10 feet away from all buildings and clear of the central emergency access route in the Main Courtyard.

*Limited Event Area*

There is one Limited Event Area located just outside of and east of the Paddock, and west of the Garden.

- Small, short duration ceremonies are permitted in these area.
- No receptions are permitted.
- No tents or canopies are permitted.
- Exception: On an annual basis, one seasonal event hosted by the Elawa Farm Foundation is permitted in the Limited Event Area as authorized in the Special Use Permit and the use of open canopies is permitted in the area for that single event.

### Common Area

A parking lot with approximately 80 spaces is located in the Common Area. The parking lot is intended for use by visitors to Elawa Farm, the Lake County Forest Preserves District's trails and Elawa Park consistent with a prior Intergovernmental Agreement. Further expansion of the parking lot is not authorized by the Master Plan in an effort to balance impacts on the residential neighborhood and surrounding natural area with activity levels at Elawa Farm.

- Preservation of the native vegetation is intended in this area. The addition of plant materials to buffer views of the parking lot from the residential neighborhood and adjacent uses is permitted.
- Bicycle parking facilities should be considered in the Common Area.
- Although the bus pull-off is located outside of the Common Area, it is important to note its location on the west side of Middlefork Drive, adjacent to Elawa Park. Buses for school field trips should be directed to drop off and pick up groups at that location. The bus pullout is not intended for parking for users of Elawa Farm. Parking, drop offs or pickups in the bus pull out for Events at Elawa Farm are prohibited.
- Also outside of, but adjacent to, the Common Area, a public restroom is anticipated in the future in Elawa Park, near the parking lot and if constructed, will be available for shared use by visitors to the area including those visiting Elawa Farm.

## **OPPORTUNITY AREAS**

### Future Structures

- As the uses evolve at Elawa Farm, this Master Plan recognizes the possible need for limited future additional structures on the site. New structures are only permitted in areas as designated in this Master Plan. Prior to new structures at any other locations, amendments to this Plan will need to be considered through a public process.
- Construction of any new structures should be supported by funding outside of the revenues generated by daily activities or Events on the site. The funding should be in place to support ongoing maintenance and repairs prior to undertaking any new construction on the site.
- The parking demands, additional traffic and potential for increased activity levels resulting from the construction of any new structures, and any new or expanded uses proposed to backfill space in the existing farm buildings that may be vacated as a result of the construction of new structures, should be carefully considered taking into account impacts on the surrounding residential neighborhood and adjacent environmentally sensitive area.

## **ADDITIONAL CONSIDERATIONS**

### Fundraising Activities and Other Events

The unique setting of Elawa Farm both attracts and limits overall activity levels on the property. In addition to Daily Use Activities and Events as defined in the Special Use Permit, Elawa Farm, the adjacent neighborhood park the Lake County Forest Preserves District and Lake Forest Open Lands Association properties are intended for daily passive public use. All Daily Use Activities and Events at Elawa Farm must be scheduled in advance through the process established by the City or the City's designee with consideration given to the cumulative activity in the area on any particular day.

- Users of Elawa Farm must respect the site and delicate surrounding environment by staying on the paths and within designated gathering areas.
- Events, as defined in the Special Use Permit, should be directed to the Primary and Secondary Event Areas.

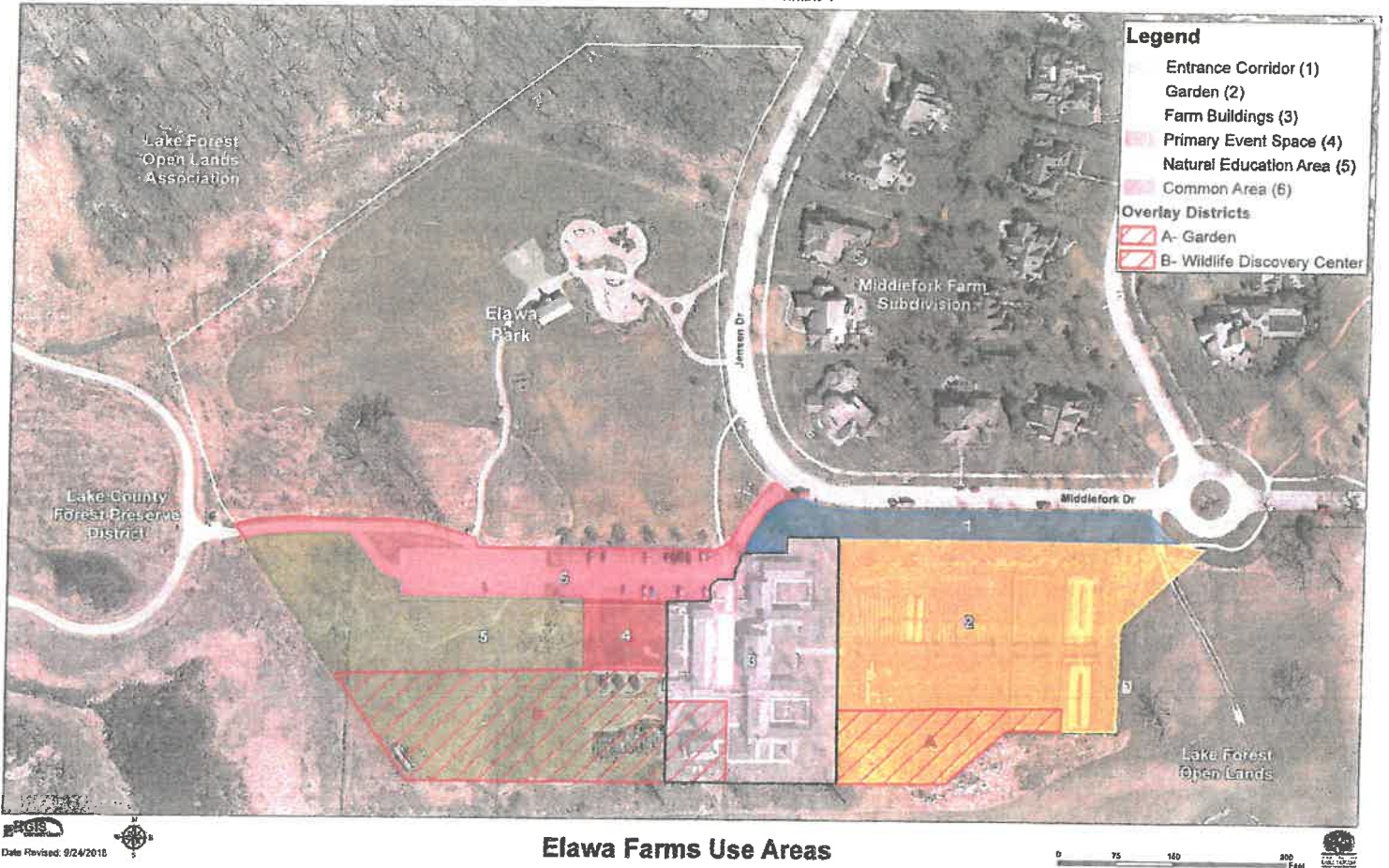
- Daytime Events are preferred over Events after dark.
- This plan provides direction with respect to land use related matters and acknowledges that specific operating requirements are detailed in related documents including, but not limited to, the Special Use Permit for Elawa Farm.

### Signage

This plan acknowledges that an overall signage plan for Elawa Farm was approved by the Historic Preservation Commission. The approved plan provides for the following:

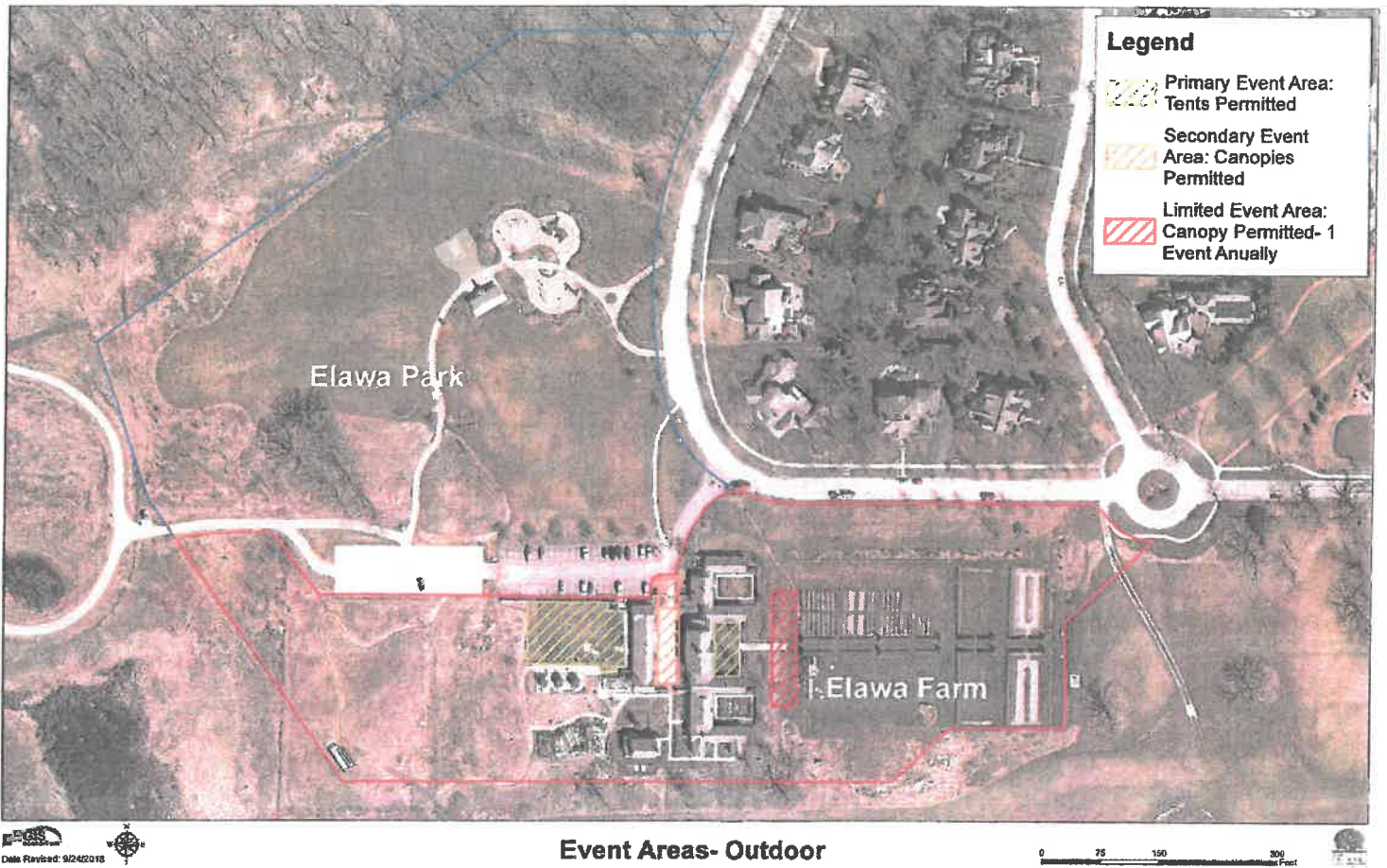
- Signage should be based on historic precedent and be consistent with the overall signage plan.
- “Approach” signs are appropriate to direct vehicular traffic to the site from major intersections.
- “Destination” signs are appropriate to announce the arrival at Elawa Farm.
- “Directional” signs are appropriate to guide users to specific areas and spaces.
- “Identification” signs are appropriate to identify each tenant and the historic buildings.
- “Temporary-Event” signs are appropriate to promote and announce special events at Elawa Farm consistent with the Sign Ordinance and special event policies.
- “Regulatory” signs are appropriate, in limited number, outlining rules and regulations for the site.
- Life safety/information signs are appropriate as required by law.
- Signs alerting users of Elawa Farm to limitations on on-street parking should be installed at appropriate locations and monitored on an ongoing basis for effectiveness.
- “No Smoking” signs are appropriate on a permanent and per Event basis to assure compliance at all times.

Elawa Farm Master Plan Exhibit 1



Elawa Farms Use Areas

Elawa Farm Master Plan- Exhibit 2





## EXHIBIT C – FINDINGS OF FACT

1. The operation of Elawa Farm, a unique community resource, in a manner consistent with the Master Plan and the conditions of approval detailed in the Special Use Permit will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare of the residents of Lake Forest or the general public.
2. The surrounding properties are for the most part, built out for single family residential use. Preserved open space in the ownership of the City, Lake Forest Open Lands and the Lake County Forest Preserve District are adjacent to Elawa Farm. The use of Elawa Farm in strict accordance with the Master Plan and conditions will not impede the normal and orderly use or future improvement of the surrounding properties.
3. As part of the original approval of the Middlefork Farm Subdivision, Elawa Farm was envisioned as a unique community resource and amenity adjacent to the new residential neighborhood. Continued monitoring of the use of Elawa Farm and strict adherence to the conditions of the Special Use Permit will achieve the original vision; a unique neighborhood with one of a kind amenities and easy access to natural areas. These unique aspects and monitored use of Elawa Farm will not substantially diminish or impair property values in the surrounding area.
4. The existing buildings that comprise Elawa Farm are historic and Elawa Farm is designated as a local historic landmark. The use of the site as a community resource, providing opportunities in the fields of environmental and wildlife education, gardening, conservation, environmental restoration, architecture, history, preservation, local culture, and passive recreation is compatible with the historic structures and surrounding area. The revised conditions of approval more clearly establish parameters for the use of the site to assure that the use preserves the historic and natural character of the site and the livability of the surrounding neighborhood.
5. Adequate utilities, roads and drainage facilities exist to accommodate the uses at Elawa Farm. Expansion of the original parking lot provides adequate parking for Daily Use Activities. Conditions limiting parking and requiring shuttle service for Events are put in place to minimize vehicle trips to and from the site.
6. Adequate measures are established through the conditions of approval to provide adequate ingress and egress and to assure that emergency access to the site, on the site and to surrounding properties is maintained.
7. The use of Elawa Farm will be consistent with the Special Use Permit as now approved or as modified by the City Council through a public process in the future. Except as set forth in the Special Use Permit, the site shall conform to the applicable regulations of the R-5 zoning district and all other applicable rules and regulations.

**EXHIBIT E**  
**Maintenance Responsibilities of the EFF**

In the EFF Areas, EFF is responsible for the following:

1. Complete the Weekly Building Maintenance Checklist provided by the City's Building Maintenance Supervisor and submit weekly to the Building Maintenance Supervisor.
2. Daily janitorial services.
3. Replacement of light bulbs.
4. Maintenance, repairs and replacement of floor coverings, painting, window treatments, furniture and any non-structural ornamentation.

**Exhibit F - Rent**

	<u>Allocation Basis</u>	
<b>Utilities:</b>		
CLF Utility Bill (Elawa cost/credit City share)	Square Footage	(2,864)
Sewer	Square Footage	215
Natural Gas	Square Footage	3,771
Electric - Franchise/10% usage - Elawa cost	N/A	
HVAC Maintenance/Inspections	Square Footage	3,658
HVAC Repairs/Parts	Square Footage	1,264
Interior Common Area Painting	50/50	1,500
Life Safety Equip Maint/Inspections	Square Footage	2,044
Life Safety Equip Repairs	Square Footage	839
Janitorial Services (nighttime cleaning only)	Square Footage	4,519
Janitorial Supplies	Square Footage	1,356
Maintenance Materials	Square Footage	2,109
Masonry Repairs & Tuckpointing	Square Footage	1,076
Parking Lot Maintenance	50/50	2,706
Hand Shoveling	50/50	2,082
Landscaping (Elawa cost/credit City share)	50/50	(10,000)
Capital Improvements	Elawa Only	30,550
	<b>Year 1 Rent</b>	<b><u>44,826</u></b>
	Monthly	\$3,735.48
 <b><u>Building Use Area Square Footage:</u></b>		
Common Area	2,873	50/50
Elawa	3,973	100%
Wildlife Discovery Center	3,209	100%
	10,055	
		<b>% of Total</b>
		53.80%
		46.20%

**THE CITY OF LAKE FOREST**

**ORDINANCE NO. 2021-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE LAKE FOREST CITY CODE REGARDING  
CLASS A-1, C-2 AND C-3 LIQUOR LICENSES**

Adopted by the City Council  
of the City of Lake Forest  
this \_\_\_\_ day of \_\_\_\_\_ 2021

Published in pamphlet form by direction  
and authority of The City of Lake Forest  
Lake County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_ 2021

**THE CITY OF LAKE FOREST**  
**ORDINANCE NO. 2021 - \_\_\_\_\_**

**AN ORDINANCE AMENDING THE LAKE FOREST CITY CODE REGARDING  
CLASS A-1, C-2 AND C-3 LIQUOR LICENSES**

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

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

**WHEREAS**, The City of Lake Forest desires to amend its Liquor Code to increase the number of liquor licenses in the A-1, C-2 and C-3 categories to accommodate applications filed by two separate local entities for additional licenses.

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

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

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

**"§111.037 NUMBER OF LICENSES.**

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

<b><i>Class</i></b>	<b><i>Maximum Number of Licenses Authorized</i></b>
A-1	<del>7</del> <u>8</u>
A-2	6
A-3	No more than the total number of Class A-1 licenses issued by the city
A-4	0
B-1	1

C-1	9
C-2	<del>9</del> <u>10</u>
C-3	<del>13</del> <u>14</u>
C-4	1
D-1	5
E-1	2
F-1	1
F-2	As many as determined reasonable by the Commissioner
F-3	As many as determined reasonable by the Commissioner
F-4	As many as determined reasonable by the Commissioner
F-5	1
F-6	3
G-1	3
G-2	2
H-1	0
H-2	1
I-1	No more than the total number of Class B-1, C-1, C-2, C-3, D-1, E-1 and F-1 licenses issued by the city
I-2	1
I-3	As many as determined reasonable by the Commissioner
J	1
K	1

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

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

Passed this \_\_\_\_ day of \_\_\_\_\_, 2021.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this \_\_\_ day of \_\_\_\_\_, 2021.

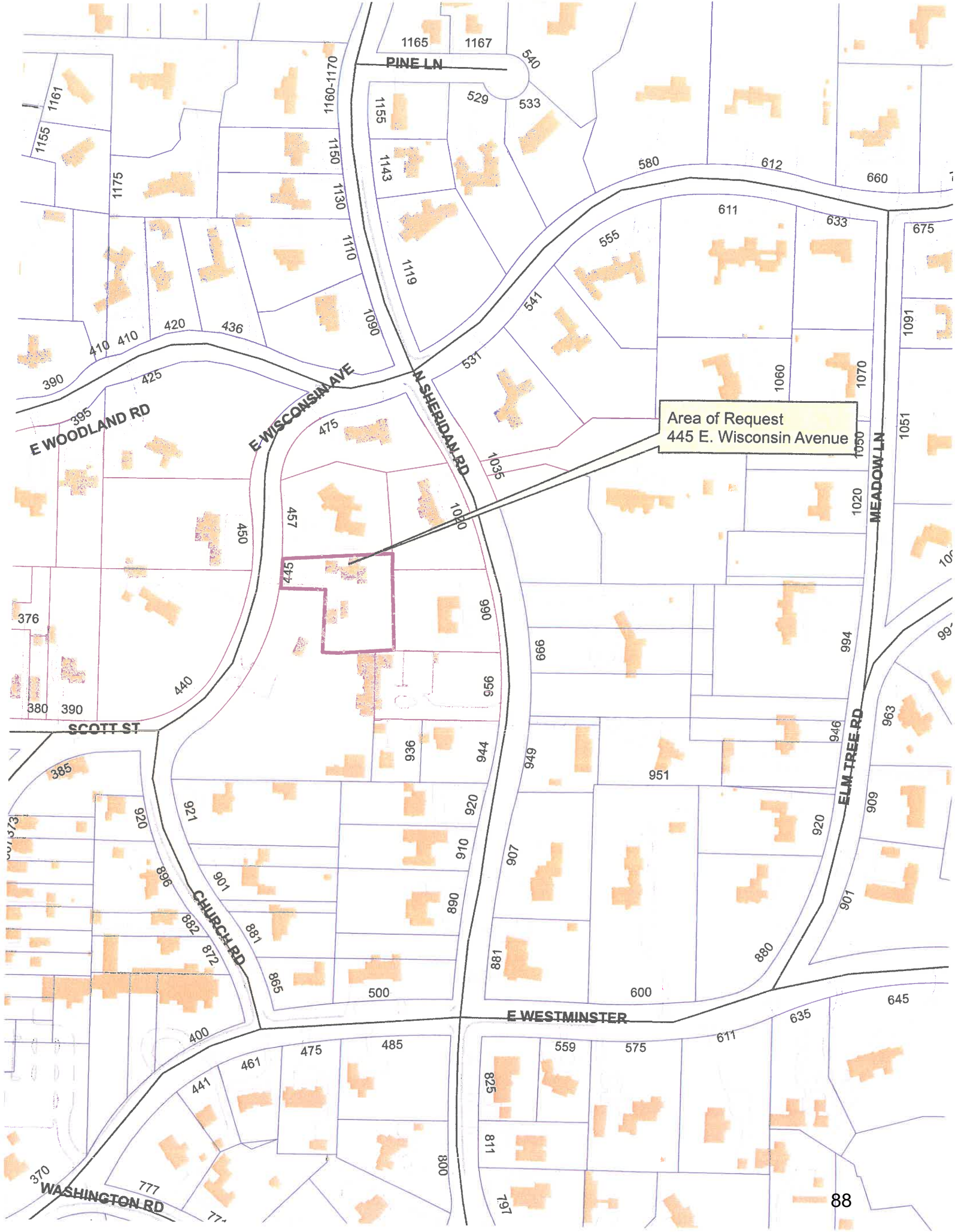
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Mayor

ATTEST:

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City Clerk



Area of Request  
445 E. Wisconsin Avenue



THE CITY OF LAKE FOREST

ORDINANCE NO. 2021-\_\_\_

AN ORDINANCE GRANTING A VARIANCE FROM THE LOT-IN-DEPTH SETBACK REQUIREMENTS FOR PROPERTY LOCATED AT 445 E. WISCONSIN AVENUE

**WHEREAS**, John and Loren Dixon are the owners of that certain real property commonly known as 445 E. Wisconsin Avenue, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

**WHEREAS**, the Owners desire to construct improvements, including single story additions ("**Improvements**") as depicted on the site plans attached hereto as Group Exhibit B ("**Plans**"); and

**WHEREAS**, the Owners submitted an application ("**Application**") requesting approval of a variance from Section 159.083, R-3, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the lot-in-depth setback area; and

**WHEREAS**, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on January 25, 2021; and

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

1. The variance will not alter the essential character of the neighborhood, a landscaped area screens views of the additions from the neighboring property to the north. The proposed additions do not extend further than the existing residence and are not visible from the streetscape.
2. The conditions upon which the variance is requested are generally unique to this property and not applicable to other properties in the same zoning district due to the fact that the original coach house which today is adaptively reused as a single family residence, was existing at the time of the subdivision and the approvals specifically acknowledged the existing structure.
3. The hardship in conforming to the lot-in-depth setback requirements results from the adoption of lot-in-depth Code provisions after the property was subdivided and long after the structure was constructed. The application of the R-3 zoning district to the property also occurred

after the original structure was constructed and after the property was created through a subdivision approved by the City.

4. The variance will not impair light or ventilation to adjacent properties to any greater extent than exists today, increase congestion, endanger public safety, or diminish property values. The proposed additions are small, a single story in height and well screened from the neighboring property to the north.

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

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

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

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

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

**SECTION THREE: Zoning Setback Variances Granted.** Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow two single story additions to be constructed no closer than 14 feet 8 inches to the north property line and air conditioning units no closer than 16 feet to the north property lines.

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

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

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

- B. Compliance with Laws. Chapters , 150, regarding building and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Staging, Parking and Storage. Prior to the issuance of building permits, a plan for staging and storage of construction and demolition materials and a plan for parking construction vehicles shall be submitted and will be subject to City review and approval.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans which detail the porch as an open, rather than an enclosed, element.
- F. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owners shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

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

discretion of the City Council, be of no force or effect if the Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 90 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit C and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2021.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

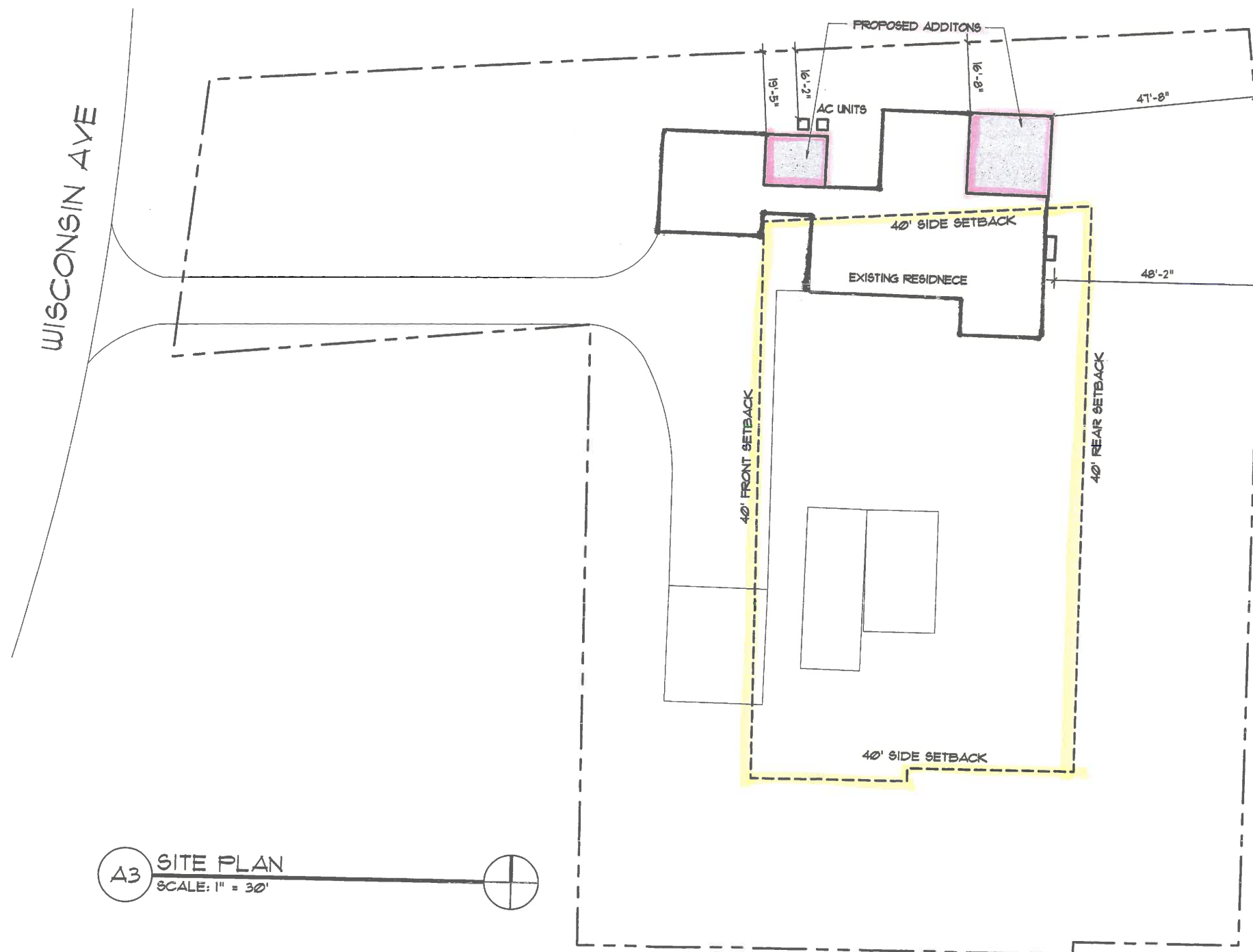
PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

The Plans



A3 SITE PLAN  
SCALE: 1" = 30'

The Plans



Wilmer & Associates  
Architecture and Interior Design  
wilmerandassoc.com

1000 N. WESTERN AVE, LAKE FOREST IL 60045  
847 234-5240

CONSULTANTS

ADDITION & RENOVATION TO:  
**DIXON RESIDENCE**  
445 E WISCONSIN AVE  
LAKE FOREST, ILLINOIS 60045

PERMIT SET

MARK	DATE	DESCRIPTION

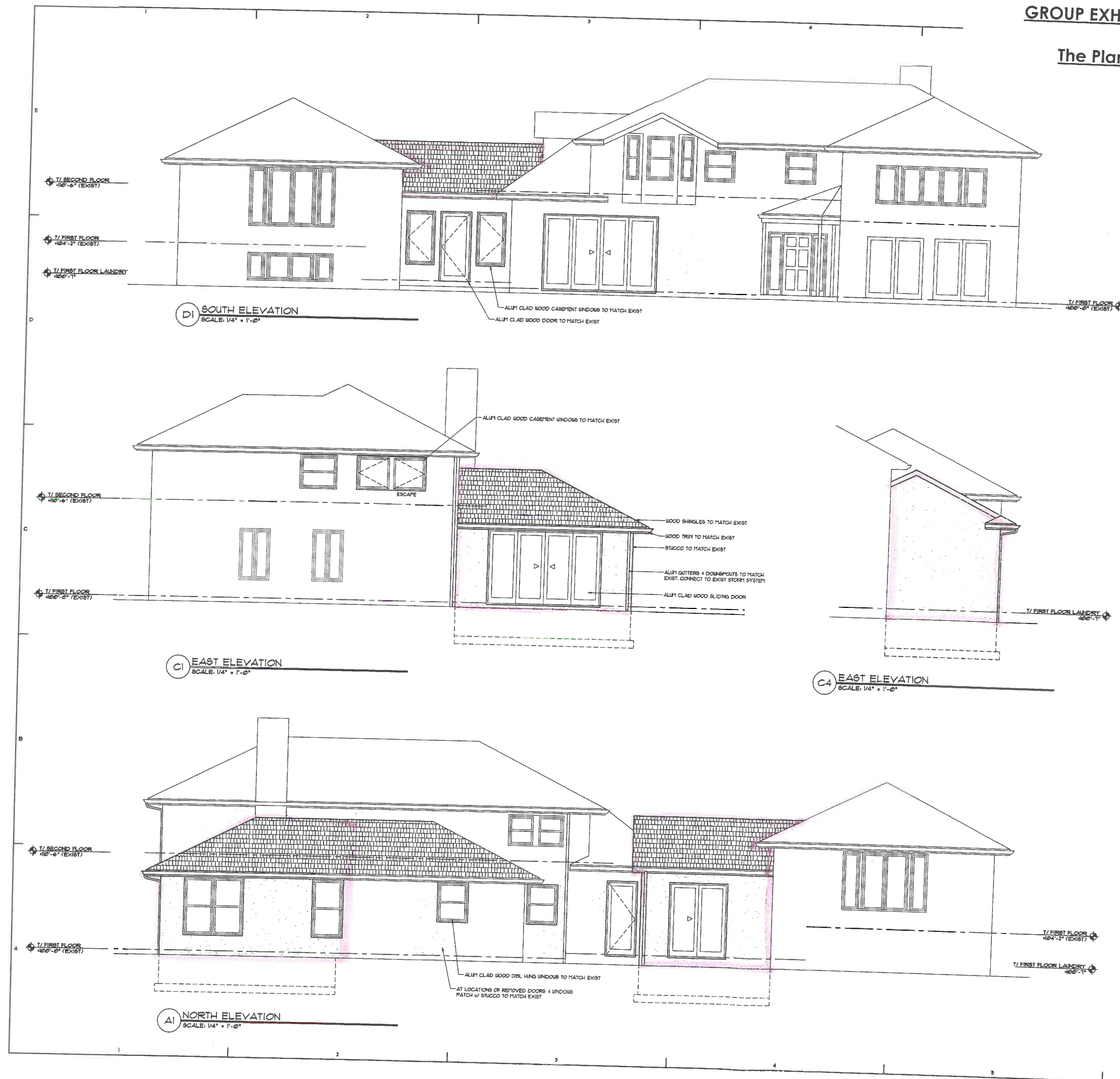
ISSUE DATE: 2020.12.03  
PROJECT NO:  
CAD DWG FILE:  
DRAWN BY: GB  
CHECKED BY: PCW  
APPROVED BY:  
SCALE: 1/4" = 1'-0"

SHEET TITLE

EXTERIOR  
ELEVATIONS

SHEET NO:

A-200



THE CITY OF LAKE FOREST

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

**A RESOLUTION REMANDING TO THE PLAN COMMISSION FOR RECONSIDERATION A ZONE CHANGE AND PLAT OF CONSOLIDATION RELATED TO THE THIRD PHASE OF THE MCKINLEY ROAD MULTI-FAMILY PLANNED DEVELOPMENT**

**WHEREAS**, The City of Lake Forest (the “**City**”) has received an application for approval of the third phase of the McKinley Road Multi-Family Planned Development (“**Phase 3**”) including a request to rezone a portion of an adjacent property, 373 E. Westminster, and consideration of a plat of consolidation for various parcels that comprise the Phase 3 development; and

**WHEREAS**, said application was filed by 361 Westminster LLC (the “**Developer**”); and

**WHEREAS**, on January 17, 2017, the City Council approved an overall Master Plan for the McKinley Planned Development (“**the Plan**”) and directed implementation of said Plan after finding that so doing would promote the public health, safety, and general welfare of the City and its residents; and

**WHEREAS**, on October 29, 2018, at the direction of the City Council, the City entered into a Purchase, Sale, and Development Agreement (“**the Agreement**”) with the Developer to support the build out of the McKinley Road Planned Development as envisioned by the Master Plan incorporating the City property commonly known as 361 E. Westminster (“**City Parcel**”) and the adjacent alley into Phase 3; and

**WHEREAS**, said Agreement acknowledges that the final plans for the overall development will vary from the Master Plan; and

**WHEREAS**, the City Council, based on recommendations from the Plan Commission, has approved the first two phases of the McKinley Road Multi-Family Planned Development and construction, sale and occupancy of the two buildings in those phases, along with the development of the roadway, walkways and installation of the landscaping is proceeding in general accordance with the Master Plan; and

**WHEREAS**, the Plan Commission, over the course of five properly noticed public hearings, the first of which occurred on June 20, 2019, has considered various plans, images and public testimony related to Phase 3; and

**WHEREAS**, during the course of the Plan Commission’s consideration of Phase 3 to date, the Commission requested numerous modifications to the plans presented including, but not limited to, the following: provide a proper transition between the larger buildings along McKinley Road and the single family homes to the east, provide a publicly accessible green space at the south end of the Phase 3 site, provide underground parking for residents of the Phase 3 building, and design the Phase 3 building to create a cohesive development; and

**WHEREAS**, on January 13, 2021, the Plan Commission considered requests for approval of a zone change from R-1 to GR-3 for a 38 foot strip of land adjacent to the City Parcel (a portion of property addressed as 373 E. Westminster), a plat of consolidation and approval of the third phase of the McKinley Road Multi-Family Planned Development; and

**WHEREAS**, at the January 13, 2021 meeting, the Plan Commission voted two to three to defeat a motion to recommend approval of said zone change and plat of consolidation; and

**WHEREAS**, at the January 13, 2021 meeting the Plan Commission did not forward a recommendation to the City Council on the Special Use Permit to authorize Phase 3 in its entirety pending direction from the City Council on the zone change request; and

**WHEREAS**, after having reviewed and considered the deliberations of the Plan Commission to date, the City Council finds that the zone change merits further consideration by the Plan Commission given the positive contributory effect the zone change will provide in allowing Phase 3 to be completed as originally contemplated as a transition from higher to lower intensity development, resolving current drainage issues on the 373 E. Westminster property, and maintaining an R-1, single family residential lot directly east of Phase 3.

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

**SECTION 1: Recitals.** The foregoing recitals are incorporated in, and made a part of, this Resolution by this reference as findings of the City Council of The City of Lake Forest.

**SECTION 2: Remand to Plan Commission.** The City Council hereby remands consideration of matters relating to the third phase of the McKinley Road Multi-Family Planned Development to the Plan Commission including, but not limited to the request for a zone change for a 38 foot wide strip of land adjacent to the City Parcel, with the following direction:

- A. Recognize that the McKinley Road Planned Development has long been anticipated as a multi-phased residential project incorporating the City Parcel and the City owned alley into the last phase of the development.
- B. Follow the direction of previous actions by the City Council, which were based on recommendations from the Plan Commission, and remain consistent with past deliberations of the Plan Commission and the Commission's direction to the petitioner which supported development of Phase 3 with a single condominium building to serve as a transition, infill an existing gap along the streetscape and complete the buildout of the development with improved private roads, public walkways, publicly accessible green space and extensive landscaping.
- C. Consider the requested zone change and incorporation of the 38 foot wide parcel in the context of: the opportunity it provides for an appropriate transition, in the form of a two story building rather than three, from the taller buildings fronting on McKinley Road to the surrounding single family homes located in the historic district; the increased width of the two story building made possible by the incorporation of the 38 foot wide parcel which facilitates underground parking; and the opportunity it offers for redevelopment of the adjacent property with a new single family residence which will enhance the surrounding historic neighborhood and will be subject to review and approval by the Historic Preservation Commission.
- D. Take advantage of the opportunity to improve upon the existing conditions; the vacant City Parcel, the north/south alley, the lack of an appropriate transition from



the development fronting on McKinley Road to the single family homes, and the lack of a landscaped streetscape entrance to the historic district.

- E. Forward a comprehensive recommendation to the City Council on the entirety of the proposed Phase 3 including the zone change, plat of consolidation and Special Use Permit in an expeditious manner upon completion of the public hearing process.

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

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

AYES

NAYS

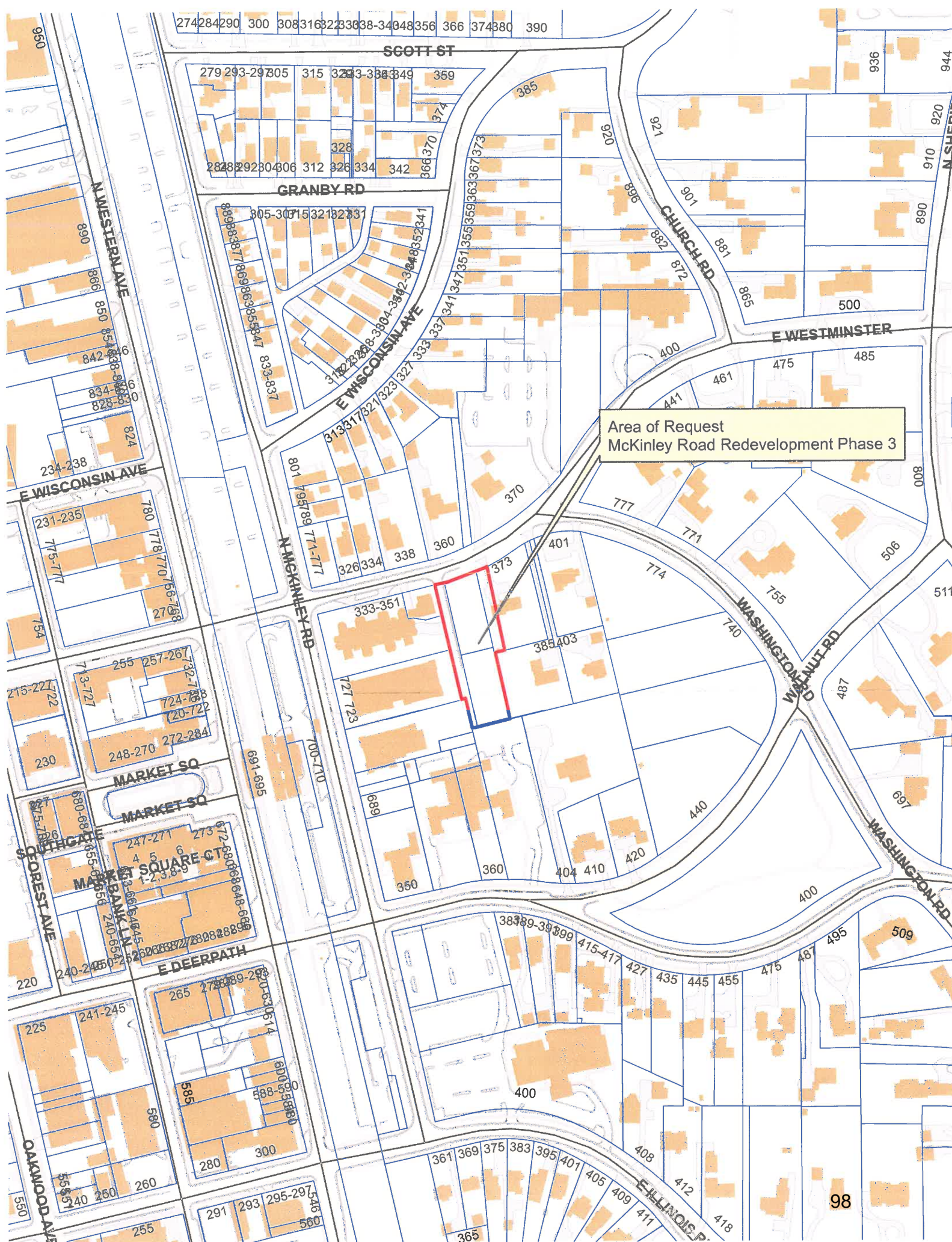
ABSENT

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

\_\_\_\_\_  
MAYOR

ATTEST:

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



Area of Request  
McKinley Road Redevelopment Phase 3



**STAFF REPORT AND RECOMMENDATION  
McKinley Road Redevelopment – Phase 3 (Final Phase)**

**TO:** Chairman Kehr and Members of the Plan Commission  
**DATE:** January 13, 2021  
**FROM:** Catherine Czerniak, Director of Community Development  
**SUBJECT:** **McKinley Road Redevelopment – Phase 3**

**OWNERS**

373 EW LLC  
(Todd Altounian 50%,  
Peter Witmer 50%)

**PROPERTY LOCATION**

361 and 373 Westminster,  
Located East of McKinley Road,  
South of Westminster

**ZONING**

GR-3 General Residence  
and R-1 Single Family  
Residence Districts

City of Lake Forest

**APPLICANT**

361 Westminster LLC  
Todd Altounian 50%  
Peter Witmer 50%  
13310 W. Highway 176  
Lake Bluff, IL 60044

**REPRESENTATIVE**

Peter Witmer, architect/owner

**INTRODUCTION**

This is a request for approvals associated with the third phase of the McKinley Road Redevelopment, a Planned Multi-Family Development. The concept of redeveloping the area on the east side of McKinley Road, between Deerpath and Westminster and within walking distance to the train station and Central Business District for multi-family residential use resulted from the work of the Cultural Corridor Task Force, an adhoc group formed in 2011 to study the area. The study concluded that as redevelopment opportunities became available, uses along the east side of McKinley Road, near the train station, should transition from office to multi-family residential to provide new housing opportunities adjacent to the Central Business District and near cultural uses such as the Library, Gorton Community Center and the History Center. Consolidation of office, retail, restaurant and service businesses on the west side of the railroad tracks was encouraged to provide for synergy among the uses in the business district.

Over the course of several meetings in 2016, the Plan Commission considered concepts for redevelopment of various properties located east of McKinley Road, in the immediate vicinity of the train station. After much deliberation, the Plan Commission developed a set of “Redevelopment Recommendations”, to guide future discussions. A copy of the recommendations as approved by

the Plan Commission in August, 2016 is included in Commission's packet as background information.

The Master Plan for the McKinley Road Redevelopment was forwarded to the City Council by the Plan Commission in December, 2016 with a recommendation for approval and, based on that recommendation, the City Council approved the Master Plan in early 2017.

The City's Comprehensive Plan supports multi-family development along the east side of McKinley Road and the Office and General Residence Zoning Districts permit multi-family residential use as planned development, in this area. The area east of McKinley Road, east of the train station, is a transitional area, across from Market Square and flanked by institutional uses; the Library and the Church of the Covenants, and adjacent to the 333 Westminster condominium building on the southeast corner of McKinley Road and Westminster. The area is adjacent to single family homes to the east and across from single family homes located on the north side of Westminster. The recommendation of the Cultural Corridor Task Force, to eliminate office uses on the east side of McKinley Road, substantially reduces the potential for increased traffic and the need for additional parking in this area which would have resulted from redevelopment of the area with office uses consistent with the past uses in this area.

## **REVIEW**

### **Summary of Discussions, Direction and Actions to Date on the McKinley Road Redevelopment**

Before detailing the specific changes reflected in the Phase 3 plan as now presented, a review of past discussions, direction and actions relating to the McKinley Road Redevelopment and specifically to the third phase of the development, is provided below. Given the extensive discussions that have occurred to date, a review is appropriate to allow consideration of the current petition in the context of the discussions to date. The past discussions do not bind the Commission to a particular decision or direction however, they do provide an important framework for the continuing review by the Plan Commission and acknowledge the time, thought and effort put into planning for the redevelopment of this area by many parties.

### **Master Plan and Phases 1 and 2**

The Master Redevelopment Plan envisions the area transitioning from office uses to a single, unified multi-family residential development, occurring in phases over time, as properties become available for redevelopment. The Plan was not intended to dictate the specific footprint of buildings or details of the site and was not a guarantee of any specific approvals. The Master Plan does however identify some high level concepts to be implemented: three development sites providing for redevelopment over time in response to community needs and the market, a private road to provide access into and through the development (over which a public access easement has in part already been recorded), a publicly accessible green space, a limited amount of additional land for the Library, underground parking, a transition from the higher density development in the Central Business District to the single family residential neighborhoods to the east, and pedestrian walkways through the development with connections to public streets and the Library.

The first building in the development, Phase 1 of the Plan, is complete. There was great interest in the condominium units, they are sold and occupied. Construction of the Phase 2 building is nearing completion. The second building very closely replicates the first building in architectural style, detailing and exterior materials. The second building is smaller than the first building, however, the width of the building along the McKinley Road streetscape is consistent with the width of the first

building. The massing of the second building narrows as it moves to the east providing interest when viewed from the south. The second building is shorter in depth than the first building, providing the opportunity for green space to the north of the Library. The first building has 13 units, including two affordable units. The second building has six units and interior buildout and finishing of the individual units is underway.

As noted above, the Master Plan was *not* an approved site plan but instead set forth a concept for redevelopment of the area. As always expected, as detailed plans were developed and as discussions and public input has continued, the development has evolved significantly from the early and undefined concepts presented in the Master Plan. A summary of some of the changes that have occurred through the process is provided below.

- After acquiring the first, northernmost office building property, the City discouraged the developer from proceeding with redevelopment of that parcel alone, with a new office building. Instead, consistent with the recommendation of the Cultural Corridor Adhoc Task Force, the City encouraged the developer to develop a comprehensive plan for redevelopment of the area with multi-family residential uses. The City encouraged the developer to pursue acquisition of additional properties in the area and coordinate with other property owners toward comprehensive redevelopment of the area.
- At the City's urging, and to the credit of both parties, the Church of the Covenants and the developer negotiated and ultimately came to an agreement to allow the development to be expanded somewhat on to the Church property to the south to provide a more consistent streetscape appearance.
- The public green space as originally envisioned was extended to the east. The green space that is envisioned pending approval of the third phase of the development is approximately the same size as the Greensward in Market Square.
- To accommodate the shift in the green space to the east, the conceptual building footprint for the condominium building in the third phase of the development was shifted to the north.
- The northern City parcel, the parcel with frontage on Westminster, originally reflected on the Master Plan as the site of a potential duplex that could be constructed independent of the larger redevelopment, was incorporated into the redevelopment site, at the City's urging.
- The concept of two or more buildings on the phase three parcel was rejected because of the increased building mass and inconsistency with the early phases of the redevelopment.

### Phase 3 – Discussions to Date

To date the Plan Commission has considered and invited public testimony on the third phase of the McKinley Road Redevelopment over the course of five meetings as summarized below.

#### *March, 2019*

At the March 13, 2019 meeting, the Commission held a public hearing to consider the plat of subdivision for Phase 2 of the McKinley Road Redevelopment. During that discussion, the Commission directed that prior to submittal of a plan for the third phase of the development for Plan Commission consideration, the petitioner develop concept studies and return to the Commission for preliminary discussion and input. The Commission encouraged the petitioner to return to the Commission sooner, rather than later.

*June, 2019*

On June 20, 2019, the Plan Commission opened a public hearing and heard a presentation on conceptual plans for the third and final phase of the McKinley Road Redevelopment. The developer reviewed several concepts that were studied in response to input and requests from neighbors. Some of the concepts explored expanded the boundaries of the development beyond those reflected in the approved Master Plan. After studying various concepts, the developer presented a conceptual plan for Phase 3 including two buildings, a three story condominium building with underground parking and a duplex, a two unit building. The Commission commented that the plan appeared generally consistent with the Master Plan but that the building mass appeared to be too much for the site. The Commission directed the developer to further develop the plans and return to the Commission for further review and discussion.

*September, 2019*

On September 11, 2019, more detailed plans were presented to the Commission. At the request of the Commission, general information was provided on the terms of the Purchase, Sale Agreement that was entered into by the City and the developer for the sale of the north City parcel. In summary, the Purchase, Sale Agreement provides for the following:

- Transfer of a portion of the Phase 2 development area to provide limited additional land for the Library. (The recorded plat for the Phase 2 area delineates this transfer area.)
- Requires the developer to bear all costs and the responsibility for removing the building on the site, the former location of the Historical Society. (This work is complete.)
- Allows use of the City property by the developer as a staging area during construction of Phases 1 and 2.
- Acknowledges that the final plans may vary somewhat from the Master Plan for the overall development as originally approved.
- Limits the overall development, all phases, to no more than four, multi-family buildings.
- Anticipates the overall development occurring in at least three phases.
- Permits the Phase 3 area to be developed with up to 14 units, in no more than two buildings, with the northerly building, the building fronting on Westminster, limited to no more than six units.
- Requires easements to be put in place to allow public access on the east/west private road, the north/south alley and on the green space.
- Requires maintenance, repair and replacement of the alley, on an ongoing basis by the developer, and later, the Homeowners' Association(s), at no cost to the City.
- Requires the developer, and later the Homeowners' Association(s) to maintain the green space.

At the end of the September meeting, the Commission voted to continue the petition and endorsed the site plan as generally conforming to the previously approved Master Plan with some exceptions. The Commission continued to question whether the overall massing and height of the two buildings as then proposed creates an appropriate transition between the larger buildings to the west and the single family homes to the east. The Commission in particular raised concerns about the mass of the duplex building proposed at the north end of the site on the Westminster streetscape, the location of the driveway entrance to the underground garage off of Westminster and the front facing garage.

The Plan Commission, with hesitation on the part of some members, requested review of the design aspects of the development by the Historic Preservation Commission and asked that the Commission particularly focus on: 1) the building massing, 2) roof forms, 3) height, 4) architectural elements and details on the south end of the west elevation of the third condominium building, 5) minimizing views of the driveway to the underground garage from the streetscape and 6) the landscape plan particularly with respect to screening and softening views of the phase three development from the Westminster streetscape and the neighboring homes to the east. However, based on input received from residents at an informal drop-in session that was held after the September meeting, the petitioner decided to make changes to the plan in response to public comment and the comments of the Plan Commission before moving forward to the Historic Preservation Commission. The revisions to the plan were significant enough that the revised plan was returned to the Plan Commission for further review in November, 2019.

*November, 2019*

**Modifications to the Plan Since the November Meeting**

On November 14, 2019, the petitioner presented revised plans to the Commission. In response to earlier comments, the plans reflected various modifications. Key modifications are summarized below.

1. The second building, the duplex, was eliminated from the plan and the condominium building was elongated.
2. The overall height of the building was lowered to 37' at the southwest corner of the building and 39'3" at the northeast corner of the building.
3. The third floor component of the building was stepped back further from the Westminster streetscape.
4. The footprint of the building was modified to provide a greater separation distance between the condominium building and the garage on the neighboring 373 Westminster property.
5. The architecture at the north end of the building was modified to create a lighter, more residentially scaled appearance.
6. The landscape concept for the "front yard" along Westminster, was clarified with the goal of creating an appearance consistent with the landscaped front yards of the nearby homes.

At the November meeting, the Commission commented that the elimination of the duplex building on Westminster was responsive to some of the earlier concerns. The Commission raised some continuing concerns about the building mass, height and compatibility with the neighboring homes to the east and the Westminster streetscape. The Commission provided direction particularly with respect to modifying the design of the north elevation and the building elements in that area to more closely resemble the homes along the street in scale and detailing. The Commission continued the petition requesting further study and refinement of the plan.

*December 2019*

On December 11, 2019 the Commission considered further refinements to the plan for the third phase of the development. The minutes of the December meeting are included in the Commission's packet, please refer to the minutes for details of the discussion.

At the end of the December 11<sup>th</sup> meeting, the Commission voted 6 to 0 in support of the following motion:

Conclude the Commission's early review and input on the proposed site plan for the third phase of the McKinley Road redevelopment with the indication that the Plan Commission finds the conceptual plans presented on December 11, 2019 to be general in conformance with the Master Plan. The Commission in approving the motion clarified that the motion does not grant any entitlements or guarantees of approval of the site plan. The motion included direction to staff to forward the design aspects of the project to the Historic Preservation Commission for review. The Commission also directed the petitioner to prepare the documents necessary for approval. The motion directed staff to return the petition to the Plan Commission for a formal recommendation to the City Council.

As a follow up to the December, 2019 Plan Commission meeting, the Historic Preservation Commission considered the design aspects of the Phase 3 building in January and February 2020. At the end of the February meeting, the Historic Preservation Commission voted to deny approval of the design aspects of the project as presented based on various concerns including concerns about the overall height and massing of the building and the architectural style and detailing. The detailed minutes of the Historic Preservation Commission's February meeting are included in the Commission's packet for further information on the discussion that occurred.

After the Historic Preservation Commission's vote, the developer requested that the matter *not* be forwarded to the City Council for action indicating the intent to consider the comments heard to date and explore the potential for alternative approaches to the third phase of the development.

## **STAFF EVALUATION**

### **Phase 3 Plan as Currently Proposed**

This petition is back before the Plan Commission for consideration, public hearing and recommendations in a modified form since the Commission last saw this project in December, 2019. As detailed above, this plan has continued to evolve over the course of many meetings and many months in response to input from the Commission and members of the public. The plan now presented directly responds to the concerns raised about building massing and height and providing a transition between the more intensive uses to the west and the single family homes to the east and north. The third and final phase of the McKinley Road Redevelopment is now presented as a two story, rather than a three story condominium building.

Since the December, 2019 meeting, the petitioners acquired the adjacent property to the east, 373 Westminster. The property is developed with a single family residence constructed as a spec home in 1963. The prior owners, the Donovans, requested and received approval from the City's Historic Preservation Commission to demolish the home in 2016 citing its lack of historic importance, lack of association with a significant architect, and the home's marginal integrity due to water seepage and settling cracks. The prior owners did not proceed with the demolition of the house or with the construction of the replacement residence that was approved by the Commission at that time.

The developer proposes to demolish the existing house and consolidate a portion of the property, a 38 foot wide strip of land, into the Phase 3 development site. As a result of expanding the foot print of the development site by 38 feet, a redesigned two story, rather than three story, condominium building can be accommodated on the site while still retaining the underground parking and the same number of units, six to eight, as previously proposed. The two story building eliminates the need to attempt to visually scale down the building using various architectural elements to minimize



the third floor and as a result, the Phase 3 building is designed in a manner consistent with the two other buildings in the development.

### Approvals Requested

#### **Zoning**

1. **A zone change is requested for the western 7,225 square feet of the property currently addressed as 373 Westminster.** (No change is proposed to the historic district boundary.) The area proposed for rezoning is 38.13 feet wide along Westminster and 37.17 feet wide along the south property line. The 373 Westminster property is currently zoned R-1, Single Family Residence. The petitioners are requesting rezoning of the western portion, less than a third of the property, to GR-3, General Residence, to align the zoning with the rest of the Phase 3 site. No change is proposed to the zoning on the remainder of the 373 Westminster property. The property will remain zoned R-1, the land area of the remaining property, 18,610, exceeds the minimum lot size of 9,375 and the minimum lot width of 75 feet as required in the R-1 zoning district and, the property will be redeveloped with a single family house. The new residence proposed on the property will require review and approval by the City's Historic Preservation Commission.

The GR-3 District permits one and two family dwellings and planned multi-family developments.

The Plan Commission must consider zone changes based on criteria in the Code indicated below in *italics*. Findings in support of the zone change are provided below.

*The zone change must be considered in the context of zoning classifications of other properties within the general area.*

The 38 foot wide strip of land proposed for rezoning is located adjacent to property zoned GR-3 immediately to the west and is proposed to be consolidated with the adjacent property for development purposes. Property to the northwest, across Westminster, is also zoned GR-3 and the GR-3 zoning further to the north extends east, bordering several properties zoned R-1. An illustration of the zoning in the surrounding area is attached to this staff report. The remainder of the 373 Westminster property will retain its current R-1 zoning classification. A zone change for the strip of land as proposed is not inconsistent with the general pattern of zoning in this area and is consistent with its location adjacent to a transition area between the Central Business District and the residential neighborhoods to the east.

*The zone change must be considered in the context of existing uses in the general area.*

The zone change is requested to allow a 7,225 square foot parcel of land to be added to a partially completed planned development. The uses proposed for the parcel to be rezoned are not inconsistent with the existing uses in the area. The parcel to be rezoned will be incorporated into the final phase of a multi-building development and will facilitate a reduction in the height of the third building providing a transition in building mass to the single family homes to the east. Other surrounding uses, in addition to single family homes, include condominium buildings, an apartment building, a Church, the Library, the train station and railroad tracks and the Central Business District to the west.

*The zone change must be considered in the context of the suitability of the property for uses as permitted under the existing and proposed zoning.*

The land proposed for rezoning is suitable for incorporation into the planned development on the adjacent property. The property is in a transition area and presently, there is a void on the streetscape between the higher density uses and building masses to the west, and the single family neighborhood to the east. The development as now proposed steps down from the larger buildings to the smaller scale buildings. The proposed two story condominium building is similar in height to the single family homes in the neighborhoods to the east and

The demolition of the existing house on the 373 Westminster property has been contemplated for several years. The 373 property is not properly graded or equipped with stormsewers and as a result, the property and house regularly are impacted by stormwater flowing east on Westminster and from the south. This property, in its present condition sits at a low spot. Redevelopment of the property with proper grading and storm sewers is necessary. The proposed incorporation of the west 38 feet of the property and the redevelopment of the remainder of the property with a new single family residence will facilitate improvements to the site by providing the opportunity for regrading beyond the limits of the original phase three parcel and the installation of storm sewers.

*The trend of development and recent changes in the area.*

This area has recently experienced redevelopment. As part of a long term plan, as the parcels along McKinley Road became available for redevelopment, multi-family residential development replaced office buildings. A Master Plan was approved by the City Council in 2017 identifying the area immediately west and adjacent to the small parcel proposed for rezoning for multi-family residential development and more specifically, as a transition from the higher density and larger buildings to the west to the single family homes to the east. The proposed rezoning allows redevelopment in a manner consistent with the direction heard through the review process to date to provide an appropriate transition from the more intense uses to the single family neighborhood. The proposed incorporation of the 38 foot wide strip of land allow for a two story building by slightly increasing the width on a portion of the building.

*The zone change must be considered in the context of changing conditions in the general area and whether the proposed change is reasonably necessary to promote public health, safety or general welfare.*

The requested zone change is reasonably necessary to allow the third phase of the planned development as contemplated in the previously approved Master Plan to be completed in a manner that provides an appropriate transition to the adjacent single family homes. Completion of the development will achieve the goal of offering additional opportunities for residential units near the Central Business District which was determined in past discussions to be in the best interest of the overall community by adding to the vitality and customer base for local businesses. In the current condition, the sites in this request do not enhance the character of the historic district.

### **Master Plan and Redevelopment Recommendations**

- 2. A determination of general consistency with the site plan and proposed development with the Master Plan and Redevelopment Recommendations is requested.** The Phase 3 plan as presented is consistent with the framework established by the approved Master Plan. The earlier approvals anticipated up to two buildings as part of the third and final

phase of the development, but did not mandate two buildings, and permitted up to 14 units. Six to eight units are proposed in the current plan, in a single building. As directed by the Redevelopment Recommendations as approved by the Plan Commission in August 2016:

- Publicly accessible pedestrian walkways are incorporated into the plan.
- Underground parking is provided for all units.
- Shared guest parking is provided on the site.
- Meaningful open spaces are provided both on the south and north ends of the phase three building. The green space on the south, which is the approximate size of the Greensward in Market Square, will be accessible to the public through a recorded easement. A landscaped “front yard” is provided along the Westminster streetscape frontage providing an appropriate transition to the residential neighborhood to the east.
- The City property, the parcels on which the former Historical Society was located, is incorporated into a larger development and not left with uncertainty to develop in an isolated manner.

### **Plat of Consolidation**

#### **3. A recommendation in support of the tentative plat of consolidation is requested.**

Plan Commission action is required on various types of plats. This plat of consolidation, combines the various parcels and the alley into a single development parcel. The plat will only be recorded upon City Council final approval of the overall development.

### **Special Use Permit**

#### **4. A recommendation in support of a Special Use Permit approving the third phase of a Multi-Family Planned Development.**

*The establishment, maintenance or operation of the use shall not be detrimental to or endanger public health, safety, morals, comfort or general welfare.*

The proposed use in conjunction with the earlier phases of the development are part of a plan to transition uses in this area from office buildings to multi-family residential. This change reduces traffic congestion and parking needs that would result from redevelopment of the larger area for office uses. The proposed multi-family building will add six to eight units to this area near other multi-family buildings and within walking distance to the Central Business District to support stores, restaurants and service businesses. The building will be constructed to current building and life safety codes and, landscaping is planned to soften the currently bare streetscape in this area creating a landscaped streetscape entrance into the historic district consistent with a pattern found throughout the historic district.

*The use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted and will not substantially diminish or impair property values within the neighborhood.*

The proposed development will provide certainty in a transition area that long has been somewhat of an eyesore along the streetscape. All required zoning setbacks are exceeded and the height of the building is in compliance with the height permitted by the code and not inconsistent with surrounding homes to the north and east. No documentation has been submitted to demonstrate

that the proposed development will substantially diminish or impair property values in fact, providing certainty around how the property will be developed and replacing a 1960's residence with a new residence which will be subject to review and approval by the Historic District will help to support property values in the surrounding area.

*The use will not impede the orderly and normal development and improvement of surrounding properties. The use will not negatively affect or detract from the primary retail nature of the nearby business district.*

Properties in the vicinity are for the most part developed. Redevelopment is occurring on property several lots to the east, on the four lots recently created through the Swift Subdivision. Those parcels are more centrally located in the historic district, surrounded on all sides by historic properties in the historic district, unlike this property which is located at the very edge of the historic district. The rezoning of a 38 foot wide strip of land totaling 7,225 square feet, located at the perimeter of the historic district will not establish a precedent for zone changes elsewhere in the East Lake Forest Historic District which totals over 1,000 acres in size. Each zoning and development request is required by Code to be reviewed based on the facts specific to the individual petition. For instance, in the late 1970's, a condominium development was approved on Mayflower Road. The condominiums remain today and that development has not triggered, in four decades, other requests for multi-family construction or conversion in the East Lake Forest Historic District.

As a requirement of the Plan Commission, publicly accessible green space is provided as part of the development enhancing what was formerly a back alley type area adjacent to the Library. The current plan offers public pedestrian walkways through the development connecting the adjacent residential neighborhood more directly with the train station and the Library. The Library renovation plans do not contemplate the need for expansion of the Library in a linear fashion to the north but instead, the concept being pursued anticipates renovation of the existing building and alterations on the existing Library site.

*Architectural appearance and functional plan of the use shall not be incompatible with the surrounding area.*  
The building as proposed replicates the two previously approved buildings in a two story mass rather than three story mass. The design aspects of the building, the exterior materials and landscaping will all be subject to review and approval by the Historic Preservation Commission.

*Adequate utilities, access roads and drainage facilities are available or will be provided as part of the development.*  
Adequate utilities and public roads exist to serve the proposed development. The phase three property was previously developed with an outbuilding from an early estate and the properties on which phases one and two of the development were constructed were previously developed with three office buildings. A stormwater management plan, reflecting drainage and grading improvements, has been developed. The proposed improvements include regrading and the installation of storm sewers on the development site as well as on neighboring properties to the east subject to approval by the City and the property owner. The 373 Westminster property is low lying and currently is impacted by stormwater flowing from the west and south. Improvements to this condition are planned as part of the development.

*Adequate measures have been or will be taken to provide ingress and egress to minimize traffic congestion on public streets.*

Two access points to the overall development exist. No changes to the location of those access points is proposed or needed to accommodate the third building.

## **Additional Information**

### *Zoning Setbacks*

The **required** zoning setbacks that are applicable to the Phase 3 property are:

- Front yard setback – 40 feet
- Side yard setback - 6 feet
- Rear yard setback – 35 feet

The building as now proposed exceeds all of the required setbacks. No variances are requested. As currently proposed, the building setbacks are as follows:

- Front yard setback – 48 feet to the one-story porch element
- Front yard setback – 62 feet to the two story mass of the building
- Side yard setback – 15 feet
- Rear yard setback – 51 feet

### *Parking and Traffic*

Underground parking exceeding the required number of spaces is provided for all of the tenants, in all three phases. Shared guest parking spaces are provided on the street. The property is close to public parking lots along the west side of McKinley which can provide additional parking for special occasions.

Importantly, the intent of locating residential units near the train station, the Library, Gorton Community Center, the Central Business District and even the beach is that people have the opportunity to walk, rather than drive, every time they go out. People who have purchased the units in the first phase were attracted to the development in part due to its walkability. The development provides a unique housing opportunity, a bit more urban in character than found in other locations in Lake Forest. And, the development to date has been successful in attracting people who want to live near the City center and successful in generating property taxes for the City, school districts and other taxing bodies.

Early in the process, a traffic study was completed by the petitioner's consultant based on build out of the entire site with 30 units. The study concluded that the traffic generated by a residential development of 30 units would be significantly less than the traffic potential from the three office buildings that existed at the time the study was completed or from any redevelopment of the site with office uses. The study determined that streets in the area can accommodate traffic from a multi-family residential development located in this area.

### *Building Massing and Height*

The design aspects of the building will require review and approval by the Historic Preservation Commission since the property is located within the boundaries of the Original Lake Forest Historic District. Again, no change is requested to the boundaries of the Historic District. The buildings in the two earlier phases were reviewed and approved by the Building Review Board, those buildings are not located in the historic district. The Historic District boundaries were based on the National Register District established in the late 1970's. The boundaries were drawn originally to include the Quinlan Coach House, the former home of the Historical Society, which has since been demolished nevertheless, the original boundaries of the Historic District in this area remain as originally drawn. As a result the proposed phase three building and new residence will both require review by the City's Historic Preservation Commission.

The proposed building is now two stories, *not* three as previously proposed. A two story building provides a more appropriate transition from the taller buildings to the west to the single family homes to the east. A height variance is no longer requested for the building. The building as now presented complies with the allowable height. To the top of the parapet the majority of the building measures 28'-7". At one point, the point of the lowest adjacent grade, the top of the parapet measures 30'-6". The top of the penthouse is at 35', the maximum allowable height permitted by right for the property.

The height of the building was a significant point of discussion in the past. Finding a way to complete the development with a two story building directly responds to the concerns previously raised.

### **Public Notice**

Public notice of this hearing was published in a newspaper of local circulation multiple times and was mailed by the City to residents and property owners in the surrounding area and other interested parties prior to each meeting. For this meeting, a notice and a copy of the site plan were mailed directly to a total of 106 addresses, on December 30, 2020. The agenda for this meeting was posted at various public locations and on the City's website.

### **Staff Recommendation**

Forward a recommendation to the City Council in support of the third phase of the McKinley Road Redevelopment, a Multi-Family Planned Development. The following recommendations are based on the findings presented in this staff report. These recommendations will allow the City Council to consider tentative approval of the third phase of the Planned Development and if approved, will require the petitioner to finalize various plans and documents for final consideration.

1. Recommend approval of a zone change from R-1, Single Family Residence to GR-3, General Residence, for an approximately 38 foot wide parcel of land totaling 7,225 square feet with an effective date only upon consolidation of the strip of land with the larger Phase 3 property and subject to final approval of Phase 3 of the development.

If the Commission recommends approval of the zone change:

2. Recommend approval of the site plan as now presented for Phase 3 of the McKinley Road Redevelopment based on the findings that the site plan and the overall Planned Development is in substantial conformance with the Master Plan and Redevelopment Recommendations as previously recommended by the Plan Commission and accepted by the City Council.
3. Recommend approval of the Plat of Consolidation.
4. Recommend approval of a Special Use Permit approving Phase 3 of the McKinley Road Planned Multi-Family Development subject to review of the design aspects of the development by the Historic Preservation Commission.

### **General Recommendations**

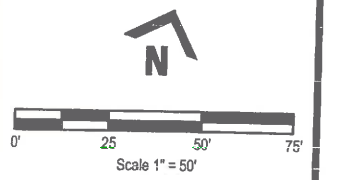
5. Continue cooperative efforts to underground the remaining overhead utility wires located off of, but near, the development site.

6. Direct that prior to the issuance of any permits for work on the Phase 3 site, staff from Community Development, Public Works and Police meet with the developer to discuss construction staging and parking. The following shall be required in addition to other requirements staff determines to be appropriate: off site parking for construction workers, chain link fencing with screening around the perimeter of the entire site and interim drainage and grading plans to address runoff during construction and prior to the full implementation of the final stormwater management plan.



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McKinley Condos  
Lake Forest, IL



ISSUED DATE	ISSUED FOR
09.22.2020	STUDY
MM/DD/YYYY	REVISION #

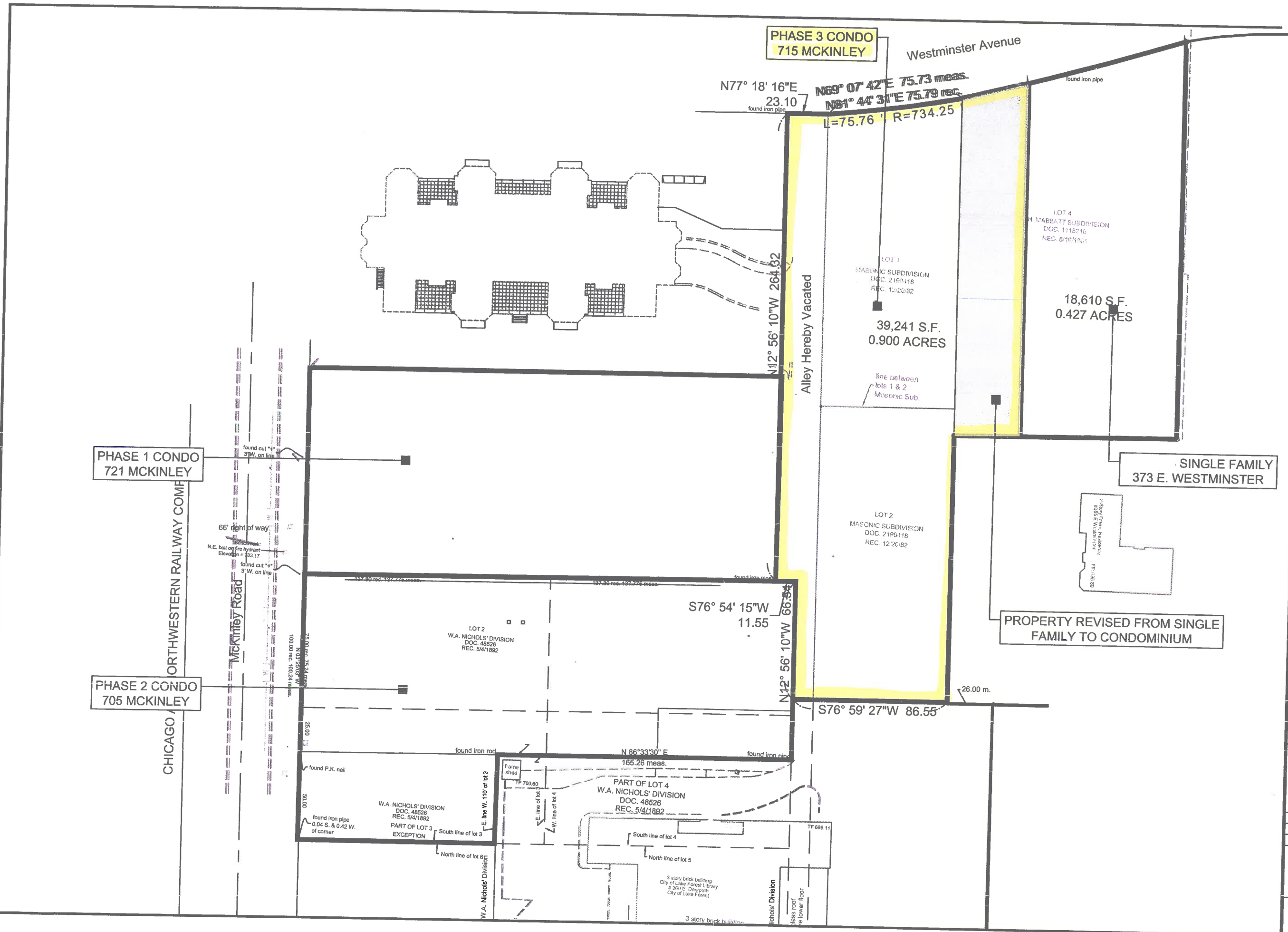
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MCKINLEY PARTNERS, LLC  
1000 N. WESTERN AVE  
LAKE FOREST, IL 60045

70-948-3	Project No.
MB	Drawn By
MGB	Checked By
Drawing No.	

EX2

Drawing Name  
PROPERTY EXHIBIT  
112



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 PLOT: 11/11/2020 11:10:00 AM  
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# PLAT OF CONSOLIDATION 355/361 E. Westminster

BEING A RESUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33,  
TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

STATE OF ILLINOIS } S.S.  
COUNTY OF LAKE }

This is to certify that the undersigned is (are) the sole owner(s) of the land described in the subject plat hereon, that no other person has any right, title or interest in said land, and as owner, we have caused said property to be surveyed, subdivided, staked, and platted as shown hereon for the purpose of having this plat recorded as provided by law.

Dated at \_\_\_\_\_ Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By: OWNER: 361 Westminster, LLC  
1000 N. Western Avenue  
Lake Forest, IL 60045  
BY: Todd Altounian, Its Manager

STATE OF ILLINOIS } S.S.  
COUNTY OF LAKE }

I, \_\_\_\_\_, a Notary Public in and for the County of Lake in the State aforesaid, do hereby certify that

personally known to me to be the same person(s) whose name is subscribed to the adjacent certificate of ownership, appeared before me this day in person and individually acknowledged that they did sign and deliver the ownership certificate as his free and voluntary act, and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of the damage to the adjoining property because of the construction of the subdivision.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public  
My notarial commission expires on \_\_\_\_\_, 20\_\_.

To the best of our knowledge and belief, the drainage of the surface waters will not be changed by the construction of this subdivision or any part thereof, or that if such surface waters drainage will be changed, reasonable provisions have been made for the collection and diversion of such surface waters into public areas or drains which the subdivider has a right to use, and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of the damage to the adjoining property because of the construction of the subdivision.

By: OWNER or Representative

STATE OF ILLINOIS } S.S.  
COUNTY OF LAKE }

I, Jack R. Bleck, a Registered Illinois Land Surveyor, do hereby certify that I have surveyed, subdivided and stated the premises described as follows:

PARCEL 1:  
LOTS 1 AND 2 OF MASONIC SUBDIVISION, BEING A RESUBDIVISION OF THE WESTERLY 75 FEET OF LOT 134 OF ORIGINAL LAKE FOREST, BEING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 1982 AS DOCUMENT 2190418, ALSO TO INCLUDE THE ALLEY LYING WEST OF AND ADJOINING SAID LOTS 1 AND 2, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:  
LOT 4 (EXCEPT THE EASTERLY 88.00 FEET THEREOF) IN R.H. MABBATT SUBDIVISION OF LOT 131 AND PART OF LOT 130 AND 134 OF LAKE FOREST IN THE NORTH HALF OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID R.H. MABBATT SUBDIVISION, RECORDED AUGUST 10, 1961, AS DOCUMENT 1118216, IN LAKE COUNTY, ILLINOIS.

TOTAL AREA 0.90 ACRES.

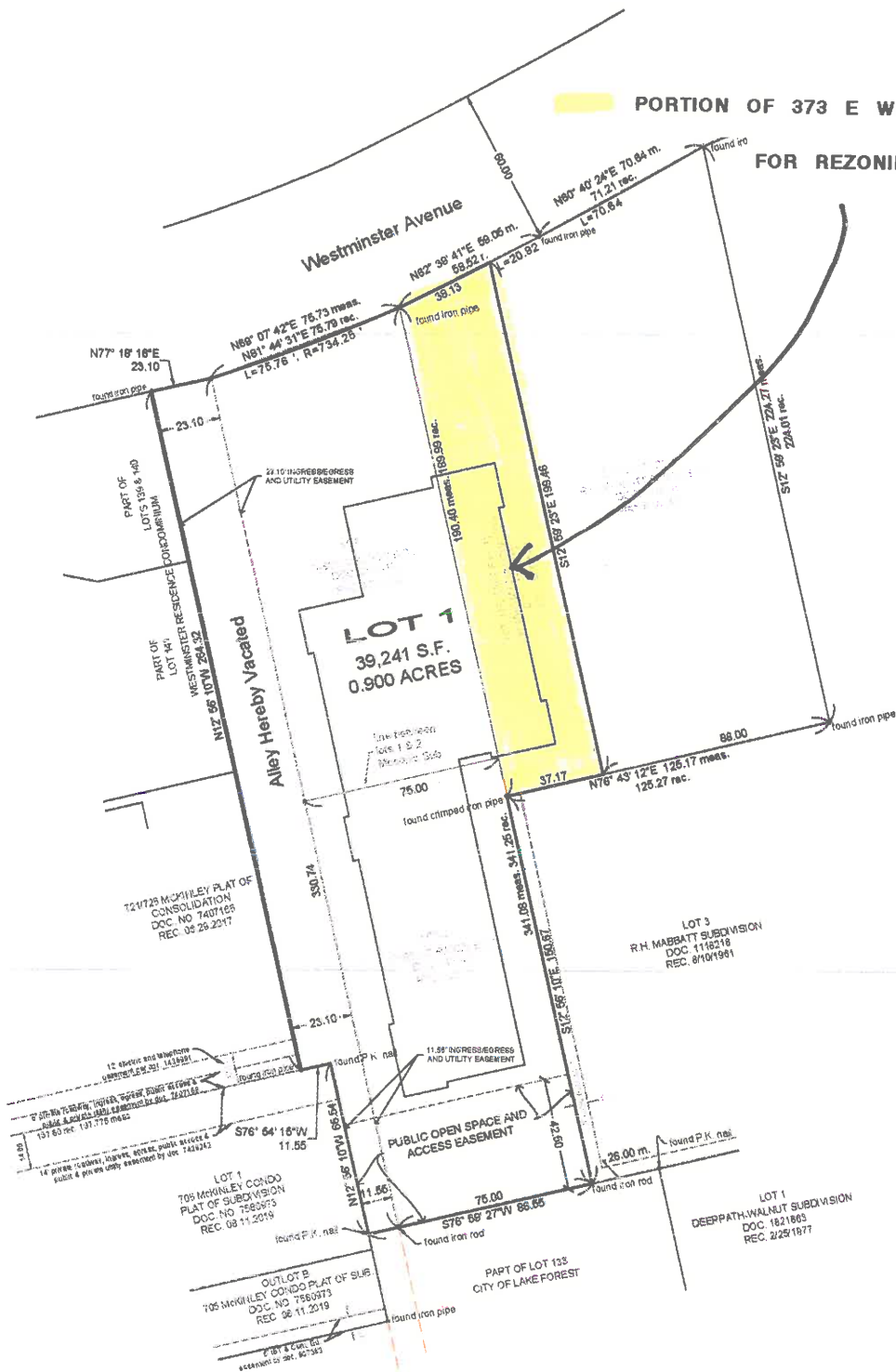
I have monumented the corners of the lots shown hereon and all points of curvature and points of tangency with iron rods (unless noted otherwise), and that the plat hereon drawn is a true and correct representation of the survey and staking. All dimensions shown hereon are in feet and decimals thereof. This professional service conforms to the current Illinois minimum standards for a boundary survey.

I further certify that the property shown hereon is not within a special flood hazard area as identified by the Federal Emergency Management Agency Community Panel No. 17087C0190K dated September 18, 2013. I also certify that the property included in this plat of subdivision is within the corporate limits of the City of Lake Forest, which has adopted an official Village Plan and is exercising the special powers authorized by Division 12 of Article 11 of the municipal code of the state of Illinois.

Additionally, in accordance with PA87-0705 (The Plat Act) I, do hereby grant permission to the duly authorized individual employed by the City of Lake Forest, Illinois, to submit this plat for recording purposes to the Office of the Recorder of Deeds in the County aforesaid, (a true copy of which has been retained by me to assure no changes have been made to said plat), provided a copy of this plat is sent to this office after recording.

Dated at Lake Forest, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Registered Illinois Land Surveyor 3591



PORTION OF 373 E WESTMINSTER PROPOSED  
FOR REZONING FROM R-1 TO GR-3

STATE OF ILLINOIS } S.S.  
COUNTY OF LAKE }

Approved by the City Surveyor and Engineer of the City of Lake Forest, Lake County, IL  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

Signed \_\_\_\_\_  
City Surveyor and Engineer

STATE OF ILLINOIS } S.S.  
COUNTY OF LAKE }

Approved by the Plan Commission of the City of Lake Forest, Lake County, Illinois  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

Signed \_\_\_\_\_  
Chairman of said Plan Commission

STATE OF ILLINOIS } S.S.  
COUNTY OF LAKE }

I, \_\_\_\_\_, Marshal and Collector of the City of Lake Forest, Illinois, do hereby certify that I have examined the special assessment records of said city and that I find that all deferred installments, now due, of outstanding unpaid special assessments relating to the property included in this plat of subdivision have been paid.

Dated at Lake Forest, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

Signed \_\_\_\_\_  
Marshal of said City of Lake Forest

STATE OF ILLINOIS } S.S.  
COUNTY OF LAKE }

Approved and accepted by the City Council of the City of Lake Forest, Lake County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

Signed \_\_\_\_\_  
Mayor  
Attest \_\_\_\_\_  
City Clerk

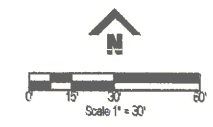
STATE OF ILLINOIS } S.S.  
COUNTY OF LAKE }

I, \_\_\_\_\_, County Clerk of Lake County, Illinois, do hereby certify that there are no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against any of the land included in the described plat. I further certify that I have received all statutory fees in connection with the plat.

Given under my hand and seal of the County Clerk at Waukegan, Illinois.

This \_\_\_\_\_ day of \_\_\_\_\_, AD 2021.

Signed \_\_\_\_\_  
County Clerk  
Lake County, Illinois

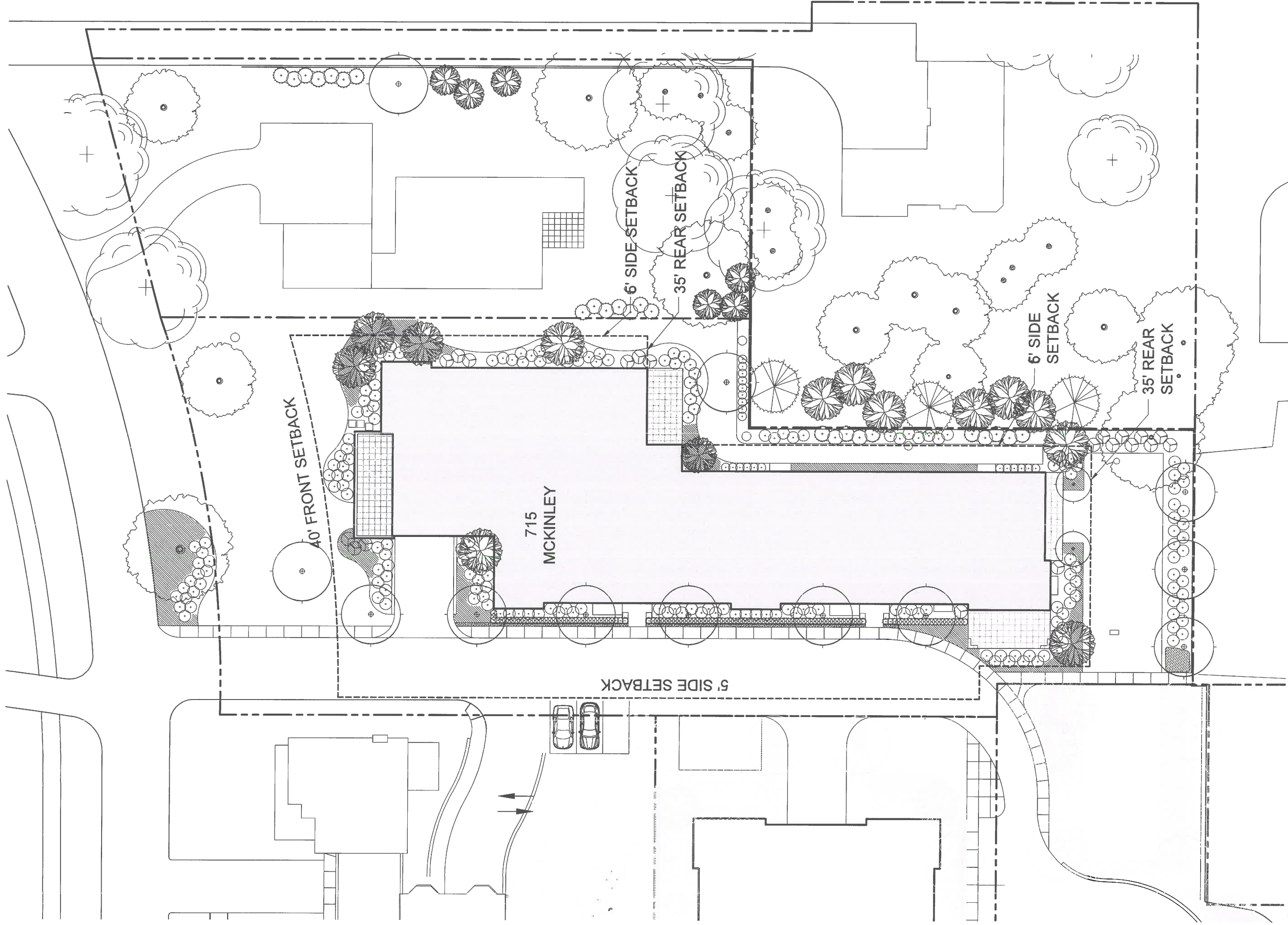


PROJECT NO. 70-948-3  
DECEMBER 10, 2020



Upon recordation mail to:  
City of Lake Forest  
800 North Field Drive  
Lake Forest, Illinois 60045  
Owner Information:  
361 Westminster, LLC  
1000 N. Western Avenue  
Lake Forest, IL 60045  
BY: Todd Altounian, Its Manager

Bleck Engineering Company, Inc.  
1375 North Western Avenue  
Lake Forest, Illinois 60045  
www.bleckeng.com



Witmer & Associates  
 Architecture and Interior Design  
 witmerandassoc.com

MCKINLEY ROAD DEVELOPMENT  
 PHASE 3 SITE PLAN  
 January 28, 2021  
 SCALE: 1"= 30'