# THE CITY OF LAKE FOREST CITY COUNCIL AGENDA

Monday, October 2, 2017 at 6:30 pm City Hall Council Chambers

Honorable Mayor, Robert Lansing

Prudence R. Beidler, Alderman First Ward James E. Morris, Alderman First Ward Timothy Newman, Alderman Second Ward Melanie Rummel, Alderman Second Ward Stanford Tack, Alderman Third Ward Jack Reisenberg, Alderman Third Ward Michelle Moreno, Alderman Fourth Ward Raymond Buschmann, Alderman Fourth Ward

# CALL TO ORDER AND ROLL CALL

6:30pm

PLEDGE OF ALLEGIANCE

# **REPORTS OF CITY OFFICERS**

# 1. COMMENTS BY MAYOR

A. Resolution recognizing the100<sup>th</sup> Anniversary of Lake Forest Flowers

A copy of the Resolution can be found on **page 14**.

# COUNCIL ACTION: Approval of the Resolution

- B. Housing Trust Fund Board Report and Recommendation - Donald Schoenheider, Chairman
  - 1. Consideration of a Recommendation from the Housing Trust Fund Board in Support of a Continued Partnership with Community Partners for Affordable Housing and Extension of the Agreement. (Consideration of a Motion)

PRESENTED BY: Donald P. Schoenheider, Chairman, Housing Trust Fund Board STAFF CONTACT: Catherine Czerniak, Director of Community Development (810-3504)

**PURPOSE AND ACTION REQUESTED:** The City's Housing Trust Fund Board voted unanimously to recommend to the City Council that the City's agreement with Community Partners for Affordable Housing (CPAH) be extended authorizing expenditures of up to \$335,000 over the next 24 months from the Housing Trust Fund. The recommended funding would be allocated as follows:

 Contributions of \$150,000 per house to support the purchase of two additional houses in Lake Forest which will remain as affordable homes in perpetuity with the ground leases held by CPAH.

- A service fee paid to CPAH for work related to the acquisition, improvement, marketing, sale and oversight of the homes in the amount of \$15,000 per home.
- Authorization to pay CPAH consulting fees in an amount not to exceed \$5,000 to assist the Housing Trust Fund Board and City staff in overseeing the affordable rental and for sale units in the residential developments now under construction in the Central Business District.

The purpose of the Housing Trust Fund is to provide financial resources to further the City's goal of providing a diversity of housing types in the community. The current balance in the fund is \$725,879 with a payment into the fund from Focus Development in the amount of \$650,000 due at the time a Certificate of Occupancy is issued for the first building in the Kelmscott Park development.

Through the agreement with CPAH, the Housing Trust Funds are used, in combination with outside funding obtained by CPAH, in the form of grants and tax credits and staff support from CPAH to acquire and rehabilitate houses in the community. The houses are offered for sale to income qualified purchasers. The land remains in the ownership of CPAH. A portion of the funds requested is included in the adopted FY18 budget and a portion will be included in the upcoming FY19 budget since the agreement as proposed is for a 24-month period.

**BACKGROUND/DISCUSSION:** In 2011, the City Council authorized a pilot program through which the City partnered with CPAH to support and promote the use of existing homes in the community to meet the housing needs of seniors, local employees, families in transition and young individuals or couples with family ties to the community. This program has also had the benefit of improving properties which have suffered from neglect or deferred maintenance. In 2012 and again in 2014, based on the success and community support of the pilot program, the Council extended the agreement and authorized the expenditure of additional funds to continue the program.

To date, six single family homes have been purchased through this program. The City's contribution for these homes has ranged from about \$62,000 to \$120,000 per home to support the purchase and improvements. The homes acquired to date are located in various parts of the community and have been acquired by precisely the families that the program was designed to target; all of the purchasers to date have strong ties to Lake Forest. Community volunteers have participated in some of the building and landscape improvements made at the homes; local individuals, youth groups and local businesses have all participated.

Extension of the agreement will allow additional purchases and improvements of single family homes as opportunities became available. The terms of the agreement will remain the same. The agreement, reflecting the necessary updates, is included in the Council packet beginning on **page 15**.

FY2018 Funding Source	Amount Budgeted for FY2018	Amount Requested	Budgeted? Y/N
Housing Trust Fund	\$250,000	Spending authority up to \$350,000	Yes*

\* The remaining amount will be included in the FY2019 budget since the agreement is for a 24-month period.

<u>COUNCIL ACTION</u>: If desired by the City Council, approve a motion directing the City Manager to update and extend the agreement with Community Partners for Affordable Housing to authorize the purchase and improvement of existing single family homes in Lake Forest and going support from CPAH toward the City's goal of offering a diverse housing stock, in an amount not to exceed \$335,000 over a period of 24 months from the date of the agreement.

# 2. COMMENTS BY CITY MANAGER

- A. Community Spotlight
  - Lake Forest College, Stephen Schutt, President
- B. Comcast Annual Update
   Frank Deuel, Senior Manager of Government Affairs

# 3. COMMENTS BY COUNCIL MEMBERS

# 4. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL ON NON-AGENDA ITEMS

# 5. ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. Approval of the September 5, 2017 City Council Meeting Minutes

A copy of the minutes can be found on **page 30**.

<u>COUNCIL ACTION:</u> Approval of the Minutes

# 2. Approval of the September 18, 2017 City Council Workshop Meeting Minutes

A copy of the City Council Workshop minutes can be found on page 35.

COUNCIL ACTION: Approval of the Minutes

# 3. Check Register for the period of August 26 – September 22, 2017

Fund	Invoice	Payroll	Total
General	361,868	1,149,885	1,511,753
Water & Sewer	74,817	122,775	197,592
Parks & Recreation	171,303	327,471	498,774
Capital Improvements	905,680	0	905,680
Motor Fuel Tax	2,265	0	2,265
Cemetery	27,486	21,965	49,451

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Fleet	59,371	39,627	98,999
Debt Funds Housing Trust	250 0	0	250 0
Park & Public Land	7,741	0	7,741
All other Funds	1,009,791	139,165	1,148,956
	\$2,645,278	\$1,822,628	\$4,467,906

4. Approval of a Proclamation in full support of Illinois Rail Safety Week September 24-30, 2017

A copy of the Proclamation can be found on page 37.

<u>COUNCIL ACTION:</u> Approval of the Proclamation

# 5. Award of a One-Year Contract Renewal with InterDev for Information Technology Support

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

**PURPOSE AND ACTION REQUESTED:** Staff requests City Council award a one year contract renewal for Information Technology (IT) professional services for supplemental IT support including public safety technology initiatives, extending an agreement with InterDev that will expire December 8, 2017.

# PROJECT REVIEW/RECOMMENDATIONS:

Milestone	Date	Comments
City Council	12/5/16	Approval of one-year agreement with InterDev effective 12/9/16
Vendor Proposals Submitted	7/1/16	Nine proposals received and reviewed
RFP Issuance	6/13/16	

**BACKGROUND/DISCUSSION:** Since the inclusion of IT into the Finance department in January 2011, the City has contracted with ClientFirst Technology Consulting to provide enhanced IT support services and supplemental strategic planning. In early 2012, a written assessment of the IT support needs required of public safety was provided to the City. The assessment determined that due to the downsizing of the IT division and increasing complexity of public safety technology, the police and fire departments required technical support beyond the capacity of existing IT resources. In July 2012, the City Council authorized a contract to provide supplemental IT support specializing in public safety technical knowledge. On August 4, 2014, in conjunction with the move to centralized public safety dispatching, the City Council approved an agreement with InterDev LLC to provide public safety IT support for one year. It was subsequently renewed by City Council on September 21, 2015.

On June 13, 2016 the City issued a Request for Proposals (RFP) for services inclusive of all current ongoing contractual IT services - general IT support, IT support specializing in public

safety, and strategic planning consultation. On July 1, 2016 nine (9) proposals were received. A City selection committee comprised of representatives from Finance/IT, Fire, and Police departments interviewed five (5) consulting companies on July 27, 2016. Consultants were chosen for interviews based on their proposal costs, technical qualifications, completeness of proposal, and municipal and public safety support experience. Based on the interview outcomes, the selection committee narrowed the selection to two finalists for technical services and one for strategic planning. It was determined at this time that recommending a single vendor for IT strategic planning and IT technical services would not be in the best interest of the City as it would not decrease costs or provide additional efficiencies. Staff conducted additional due diligence and negotiations in August through November with the finalists. On December 5, 2016, the City Council approved a one year agreement with InterDev at an hourly rate of \$54.46. This was the lowest hourly rate proposed by any responding vendors. Other proposed rates ranged from \$65-115 per hour.

InterDev has proposed an 8% increase for the one-year renewal term – a proposed rate of \$58.82 per hour. It should be noted that the contract employee assigned to the City was hired at an entry level rate and the proposed renewal rate is still lower than other rates proposed during last year's RFP process. Staff recommends approval of the proposed hourly rate.

**BUDGET/FISCAL IMPACT:** Staff recommends approval of a one-year agreement renewal with InterDev to provide supplemental IT support to leverage knowledge specialized in municipal and public safety technical support. The funds are budgeted in the General Fund:

FY2018 Funding Source	Amount	Amount	Budgeted?
	Budgeted	Requested	Y/N
General Fund – IT Contract Services	\$98,000	\$90,000	Y

<u>COUNCIL ACTION</u>: If appropriate and should the City Council desire, award a one year contract renewal for IT support services to InterDev in an amount not to exceed \$90,000 to support IT and public safety technology initiatives.

# 6. Waive Bidding Requirements and Approve the Purchase of Two Stryker Ambulance Cots

# STAFF CONTACT: Pete Siebert, Fire Chief (810-3864)

**PURPOSE AND ACTION REQUESTED:** The ambulance cots being replaced were approved in the FY18 CIP process and they have reached the end of their useful lifecycle. Additionally the fire department has received approval on a grant from IRMA (Intergovernmental Risk Management Agency). The IRMA grant will award The City of Lake Forest \$5500 (1/3 the cost of one cot) after the purchase has been made.

**BACKGROUND/DISCUSSION:** These cots are used on a daily basis to transport patients from emergency calls. Replacing the old cots is a high priority for the safety of our patients and our personnel. Failure of an ambulance cot could potentially lead to injuries to those we are caring for or to the paramedics rendering care. All four ambulances are equipped with

Stryker cots including the mounting bracket system inside the ambulances, the batteries that are used to operate the cots and the battery chargers. Additionally, staff has purchased other accessory equipment, such as oxygen bottle holders, that are specifically designed to mount to our Stryker cots. We also need to have the ability to exchange cots between ambulances on multiple patient emergency calls if needed, or switch a cot out if one has a mechanical problem. We have a significant amount invested in the use of Stryker cots, and it would not be cost effective to have two different cot manufacturers among our four ambulances. A brochure about the power cot is included in your packet on **page 38**.

**BUDGET/FISCAL IMPACT:** The funds for this purchase were approved in the FY18 CIP. There is also a 4.5% increase in price on these items after October 1. Purchasing these cots now will save \$1500.

Company Name	Dollar Amount Bid
Stryker	\$33,182.76

Below is an estimated summary of Project budget:

FY2018 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Improvement Fund	\$34,000	\$33,182.76	Y
IRMA Grant	N/A	-\$5500	N/A

<u>COUNCIL ACTION</u>: If determined to be appropriate by the City Council;

- 1. Waive bidding process and Award the bid to Stryker in the amount of \$33,182.76 for two ambulance cots; and
- 2. Acknowledge the exception noted in Section 9.0-E of the City's Purchasing Directive, and approve the bid. The Stryker brand is exclusively used by all of our vehicles and the mounting system in place requires replacement with only a Stryker cot.
- Consideration of Recommendations from the Plan Commission in Support of Actions Related to Final Approval of the 770 Westleigh Road (The Preserve at Westleigh) Planned Preservation Subdivision. (If desired by the Council, Waive First Reading and Grant Final Approval of Ordinances as Detailed Below)

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

**PURPOSE AND ACTIONS REQUESTED:** Consideration of recommendations from the Plan Commission in support of 1) final approval of an Ordinance approving a zone change from R-5 to R-4 (the Council previously granted first reading of this Ordinance); and 2) waive first reading and grant final approval of an Ordinance granting a Special Use Permit and approving the final plat of subdivision for The Preserve at Westleigh Planned Preservation Subdivision.

**BACKGROUND/DISCUSSION:** This petition proposes development of a portion of a 22-acre parcel located on the north side of Westleigh Road, between Stable Lane and Wallace

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Road. The property is owned by Lake Forest Open Lands Foundation and was acquired about nine and a half years ago, specifically for the purpose of assuring that the property would be developed in a manner that preserves and protects the significant natural resources on the property including woodlands, prairie and wetlands. Nearly 17 acres of the property will be preserved as open space and will not be subject to future development.

A 9-lot Planned Preservation Subdivision is planned for just over five acres of the 22-acre property. The development is proposed generally on the southern part of the property, the portion of the property that is already developed with a house, garage and hardscape, all of which will be removed as part of the proposed development. Materials from existing garden walls and other features will be reused and incorporated into the new development. The proposed development will offer nine single family building lots of about one-third of an acre in size. The smaller lots, in a unique setting, are intended to provide a unique neighborhood, with homes of up to 3,500 square feet, on a private road, surrounded by a nature preserve. The property is located in the Historic Residential Open Space Preservation Overlay District which makes a conservation development, with clustered lots and extensive preserved open space, possible.

To achieve the proposed development, a zone change from R-5 to R-4 is required. Based on a recommendation from the Plan Commission, the City Council granted first reading of the zone change ordinance in January, 2017, at the same time that the Council granted approval of the tentative plat of subdivision. This property currently stands as a lone R-5 parcel in the midst of an area that is zoned and developed under the R-4 zoning district. The ordinance applying R-4 zoning to the property is presented for final action by the City Council in conjunction with the final plat of subdivision.

After approval of the tentative plat of subdivision by the City Council earlier this year, the developer proceeded with refining and detailing the engineering plans, the plat of subdivision and completing the various studies and required documents. In July, 2017, the Plan Commission considered the petitioner's request for final approval and voted unanimously in support of the project subject to conditions related to the completion of final reviews and technical approvals. During the Commission's extensive deliberations on this petition during the tentative plat phase, key questions focused on density, lot size, access into the development, drainage and buffering views from the Westleigh Road streetscape and from neighboring homes to the new homes and to the trail through the nature preserve. The Commission's unanimous vote in support of first the tentative plat and later the final plat of subdivision is a reflection of the fact that the Commission found all of the issues to be satisfactorily addressed.

The approving Ordinances for both the zone change and the Special Use Permit and final plat of subdivision are included in the Council packet beginning on **page 44**.

**COUNCIL ACTION:** If determined to be appropriate by the City Council:

1. Grant final approval of an Ordinance rezoning the 22 acre parcel from R-5 to R-4.

AND

2. Waive first reading and grant final approval of an Ordinance granting a Special Use Permit and approving the 770 Westleigh Road (The Preserve at Westleigh) Planned Preservation Subdivision subject to the conditions of approval as detailed in the Ordinance.

8. Consideration of a Recommendation from the Plan Commission in Support of a Special Use Permit for The Gallery Restaurant. (If desired by the Council, Waive First Reading and Grant Final Approval of the Ordinance.)

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

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

**BACKGROUND/DISCUSSION:** This is a request for a Special Use Permit to authorize a new restaurant to operate in an existing one-story building at 202 E. Wisconsin Avenue. The proposed restaurant will operate in conjunction with the established business located in the space. The established business, The Gallery, was opened earlier this year as a place for independent artists and arts organizations to display work and host art openings. The original intent was to operate an art gallery and to offer light food and drink during show openings, on a limited basis. In March, 2017, the City Council approved a BYOB liquor license for The Gallery.

To date, the art gallery has been a success and the business has transitioned to more of a restaurant operation. To comply with Code requirements, the business owners petitioned the City for a Special Use Permit. Restaurants within 150' of residential zoning districts must be reviewed through the special use process to allow consideration of the compatibility of the restaurant with the adjacent residential neighborhood.

After hearing a presentation from the petitioner and public testimony in support of the restaurant, the Commission concluded that the proposed restaurant met the applicable performance standards and criteria. The Commission voted 5 to 0 to recommend approval of the Special Use Permit subject to conditions as detailed in the Ordinance which is included in the Council packet beginning on **page 73**. The Commission's report, which is also included in the Council's packet, provides additional information in support of the recommendation.

<u>COUNCIL ACTION</u>: If determined to be appropriate by the City Council, waive first reading and grant final approval of the Ordinance approving a Special Use Permit for The Gallery restaurant in accordance with the Plan Commission's recommendation.

# 9. Consideration of Ordinances Approving Recommendations from the Building Review Board. (First Reading and if Desired by the City Council, Final Approval)

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

The following recommendation from the Building Review Board is presented to the City Council for consideration as part of the Omnibus Agenda.

1020 Walden Lane - The Building Review Board recommended approval of streetscape fencing, entrance pillars and landscaping. No public testimony was presented on this petition. (Building Review Board vote: 5-0, approved)

1565 W. Everett Road -- The Building Review Board recommended approval of demolition of the existing house and approval of a replacement residence and associated hardscape and landscape modifications. No public testimony was presented on this petition. (Board vote: 6-0, approved)

The Ordinances approving the petitions as recommended by the Building Review Board, with key exhibits attached, are included in the Council packet beginning on **page 84**. The Ordinances, complete with all exhibits, are available for review in the Community Development Department.

<u>COUNCIL ACTION</u>: If determined to be appropriate by the City Council, waive first reading and grant final approval of the Ordinances in accordance with the Building Review Board's recommendations.

# 10. Consideration of Ordinances Approving Recommendations from the Historic Preservation Commission. (First Reading and if Desired by the City Council, Final Approval)

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

The following recommendations from the Historic Preservation Commission are presented to the City Council for consideration as part of the Omnibus Agenda.

251 King Muir Road - The Historic Preservation Commission recommends approval of a one-story rear addition to a historically significant house and the associated building scale variance. This home was one of the original homes constructed in the Deerpath Hills Estate subdivision. The addition will provide a first floor master suite to meet the needs of the owners and allow them to remain in the home. The Preservation Foundation and a local resident testified in support of the project. This petition also requires a zoning variance. The Zoning Board of Appeals' recommendation is detailed in the following agenda item. (Commission vote: 6 – 0 in support of the petition)

1579 Conway Road – The Historic Preservation Commission recommends approval of a request for Local Landmark Designation of this property as requested by the owner. The house was designed and was the residence of architect Balfour Lanza. The owner explained that he is pursuing designation after learning about the importance of Mr. Lanza's work. The Preservation Foundation spoke in support of the designation. (Commission vote: 7 – 0 in support of the petition)

The ordinances approving the petitions, with key exhibits attached, are included in the Council's packet beginning on **page 101**. The Ordinances with complete exhibits are available for review in the Community Development Department.

<u>COUNCIL ACTION</u>: If determined to be appropriate by the City Council, waive first reading and grant final approval of the Ordinances approving the petitions in accordance with the Historic Preservation Commission's recommendations.

# 11. Consideration of an 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)

The following recommendation from the Zoning Board of Appeals is presented to the City Council for consideration as part of the Omnibus Agenda.

251 King Muir Road – The Zoning Board of Appeals recommended approval of a variance from the rear yard setback to allow construction of a one-story addition. This petition was also considered and recommended for approval by the Historic Preservation Commission as detailed in the previous agenda item. (Please refer to the previous agenda item for background materials.) No public testimony was presented on this petition. (Board vote: 5 - 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 143.** The Ordinance is available for review in the Community Development Department.

<u>COUNCIL ACTION</u>: 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' recommendations

# 12. Request for City Council Approval of a Resolution to Adopt the 2017 Lake County All Natural Hazards Mitigation Plan

STAFF CONTACT: Robert W. Ells, Superintendent of Engineering (847-810-3555)

**PURPOSE AND ACTION REQUESTED:** Staff is requesting City Council adoption of the 2017 update of the Lake County All Natural Hazards Mitigation Plan.

**BACKGROUND/DISCUSSION**: In 2006, Lake County and participating Lake County municipalities developed and adopted the first Lake County Countywide All Natural Hazards Mitigation Plan (ANHMP). The Federal Emergency Management Agency (FEMA), through the Disaster Mitigation Act of 2000 (DMA 2000) and the Stafford Act, requires that a community develop and adopt a FEMA-approved natural hazard mitigation ANHMP in order to be eligible for hazard mitigation grant funds. DMA 2000 requires that the mitigation ANHMP be updated and re-adopted every five years to maintain grant eligibility. This 2017 ANHMP is the second update of the 2006 ANHMP. The ANHMP is multi-jurisdictional, meaning the County and the municipalities must adopt the ANHMP.

This ANHMP meets all FEMA planning requirements including those of the FEMA National Flood Insurance Program's (NFIP) Community Rating System (CRS). The ANHMP allows Lake County and the participating communities to receive Hazard Mitigation Assistance Program (HMA) grant funding from FEMA to fund mitigation projects.

The ANHMP update was conducted with the input of the Lake County Hazard Mitigation Planning Committee (HMPC), which includes Lake County departments and agencies, Lake County municipalities and other stakeholders. The HMPC has been in place since the development of the 2006 ANHMP and has been meeting annually.

Attached beginning on **page 148** of the agenda packet is the plan Executive Summary and Frequently Asked Questions page; the full plan (294 pages) may be viewed at <u>https://www.lakecountyil.gov/DocumentCenter/Home/View/19601</u> A copy of the Resolution can be found on **page 157**.

# PLAN REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	9/25/17	Reviewed, recommended for adoption

**BUDGET/FISCAL IMPACT:** The ANHMP is a plan that makes the City and Lake County eligible for mitigation grant funds from the FEMA. The City is under no obligation to initiate projects or fund any aspect of the plan.

<u>COUNCIL ACTION</u>: Approve the Resolution to Adopt the 2017 Lake County All Natural Hazards Mitigation Plan.

# COUNCIL ACTION: Approval of the twelve (12) Omnibus items as presented

6. ORDINANCES				
	6.	ORDINANCES		

# 1. Approval of an Ordinance amending City Code Relating to Real Estate Transfer Taxes (Waive First Reading and Grant Final Approval)

PRESENTED BY: Elizabeth Holleb, Finance Director (847-810-3612)

**PURPOSE AND ACTION REQUESTED:** Staff recommends approval of the proposed Ordinance amending City Code related to the Real Estate Transfer Tax. Amendment of Section 39.166 regarding appeal procedures are as recommended by the Personnel, Compensation and Administration (PCA) Committee.

**BACKGROUND/DISCUSSION:** On January 20, 2015, City Council granted final approval of an Ordinance adopting an updated City Code. As a follow up, City Staff and the City Attorney have proceeded to review certain provisions of the Code to determine whether changes are required to reflect current practices and policies of the City. The proposed Ordinance (on **page 158**) recommends revisions to the City Code section on Real Estate Transfer Tax.

In addition, the City Council approved amendment of City Code section 39.166 on April 17, 2017, but requested that staff consider further revision as part of its comprehensive review of the RETT provisions. On July 25, the PCA Committee recommended further amendments to allow the City Manager to act on hardship variances for extending the one-year thresholds up to two years, while the PCA Committee would hear appeals of the City Manager decision

or appeals to extend the one-year thresholds beyond two years. The PCA Committee would also continue to hear appeals of other RETT provisions.

Reviewed	Date	Comments
PCA Committee	7/25/17	Recommendation regarding appeals as contained in proposed Ordinance
City Council	4/17/17	City Council approved Amendment to Code Section 39.166; requested further analysis of appeal provisions
City Council	4/3/17	City Council requested that City Attorney draft Code language providing hardship provision related to Real Estate Transfer Tax Refunds

# PROJECT REVIEW/RECOMMENDATIONS:

**BUDGET/FISCAL IMPACT:** Approval of this item would have a modest financial impact, in that an occasional refund of real estate transfer tax would be made that would not have otherwise occurred under current City Code provisions.

<u>COUNCIL ACTION:</u> If determined to be appropriate by the City Council, waive first reading of an Ordinance amending City Code relating to Real Estate Transfer Taxes.

### 7. NEW BUSINESS

- 1. Discussion of City Council Role in Matters before the Boards and Commissions
- 2. Discussion on Minimum Legal Sales Age for Tobacco Products

Background material can be found beginning on page 170.

# 8. ADDITIONAL ITEMS FOR COUNCIL DISCUSSION

- 9. ADJOURMENT INTO EXECUTIVE SESSION
  - 1. EXECUTIVE SESSION pursuant to 5ILCS 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.

# 10. ADJOURNMENT

Office of the City Manager

September 27, 2017

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 Robert R. Kiely, Jr., at (847) 234-2600 promptly to allow the <u>City to make reasonable accommodations for those persons</u>.





# RESOLUTION IN RECOGNITION OF THE 100<sup>TH</sup> ANNIVERSARY OF LAKE FOREST FLOWERS

*WHEREAS*, John A. Looby III and Eileen Looby Weber and families of Lake Forest Flowers are celebrating the 100<sup>th</sup> anniversary of the retail and event florist in 2017; and

*WHEREAS*, Lake Forest Flowers has been operating as a flower shop and greenhouse since 1917; and

*WHEREAS*, since they purchased Lake Forest Flowers in 1981, the Looby Family and staff have contributed substantially to the everyday occasions and special events of the residents, businesses and schools;

*NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST*, that the City Council on behalf of all the residents of The City of Lake Forest congratulates and extends all good wishes to the Looby Family and its staff on the joyful occasion of the 100<sup>th</sup> anniversary of the founding of Lake Forest Flowers;

**BE IT FURTHER RESOLVED THAT** the City Council offers its sincere appreciation to Lake Forest Flowers for the years of service to Lake Forest through its community support and engagement in celebrating life's greatest moments through flowers; and ask that City Clerk be, and hereby is directed to give a copy of this resolution, duly signed by the Mayor, to **Lake Forest Flowers** and the **Looby Family**, with a copy to be included in the official minutes of the October 2, 2017 meeting of the Lake Forest City Council.

Robert T.E. Lansing, Mayor



grocery retail, currently at Whole Foods, and Lisa is a jewelry designer with many clients in Lake Forest. They are thrilled to have an affordable home, to be part of the community, and to have space for little Victor to run, both inside and out.



<u>**1197 Telegraph**</u> – This beautiful home was originally 2 bedrooms—CPAH added a third bedroom and a bath. Now it is home to a young couple who grew up in the community. Their large Lake Forest family is delighted they were finally able to put down roots after some bumps along the way. As the owner recently stated, "We are building equity and looking to the future, feeling optimistic. This is life changing."

**1290 Telegraph**—CPAH purchased this home after the City of Lake Forest was contacted by the family of a recently deceased retired local fire fighter who called this his home for decades. And what a great affordable home it turned out to be. CPAH updated it with a new kitchen and other improvements. The couple that purchased it is grateful to have a secure, affordable foundation on which to build. As with all CPAH homes, this house is permanently affordable—and will help family after family, a wonderful legacy for the fire fighter and his family who were thrilled that their dad's home became a permanently affordable home that will help his community now and in the future.





**CPAH Sr. Cottages**— These 5 two bed room "cottages" came into CPAH's inventory in 2013. They provide much needed rental homes for local seniors who lived in Lake Forest for decades, but can no longer afford to live in the community on a fixed income. In addition to the 2 bedrooms, each cottage has a kitchen, living room, dining room, attached garage and a patio, and a happy tenant who is thrilled to be able to stay in the community in safe, affordable housing, near family and friends.

Thank you for your partnership as CPAH continues to develop affordable housing opportunities for local families in Lake Forest. We look forward to what comes next! Amy Kaufman, Associate Director, <u>akaufman@cpahousing.org</u>, 847-681-8746.



COMMUNITY PARINERS JOR AFFORDABLE HOUSING 400 Central Avenue, #111 • Highland Park Illinois 60035 Phone: 847.681.8746 • Fax: 847.681.8846 • cpah@cpahousing.org

Thank you for the incredible partnership that CPAH has with the City of Lake Forest. With your support, since 2011, we have developed 6 home ownership single family homes in Lake Forest that are now homes for local families who could not compete for housing on the open market. In 2013, we also became the owner of the 5 (already developed) affordable Senior Cottages in Lake Forest. Those continue to provide affordable rental housing for those who have spent decades living and raising their families in Lake Forest, but can no longer afford decent housing in the community on a fixed income. As each CPAH unit, whether ownership or rental, is permanently affordable, the City's one time investment helps family after family—a win for today, tomorrow, and for the community. Below is information about each house and the CPAH residents who own or rent each property.



**677 Cherry** — After an extensive rehab, this lovely 4-bedroom farm house became home to Kristen and Joe, the Women's Softball Coach at Lake Forest College, and their family of 7. While they had been discussing their options, including relocation as they could not afford housing in the community, they became aware that they might qualify to purchase a CPAH affordable home in Lake Forest. Fast forward 3 ½ years-- they are thriving in their new home, and thrilled to be near the College, their families, and still a part of the community they love. They are a wonderful example of how affordable housing benefits the family and the entire community.

<u>1030 Estes</u>—When CPAH began working with Margaret and John, they were desperately trying to live in the community where they had grown up and where their large families still reside. Unfortunately, life was not going exactly as planned and they could not find a home that was affordable for them in or even near Lake Forest. But then they became aware of CPAH, and this house on Estes seemed like the perfect fit. While they purchased the house as a couple, they are now a family of 4. They are thrilled to be raising their own family very near their extended families—in fact, Margaret can walk to her brother's house.





**836 McKinley**— This foreclosed home was CPAH's first acquisition and rehab in Lake Forest and was purchased with the help of Lake Forest Bank & Trust. After rehabbing it, CPAH sold the in-town home to a long-time Lake Forest resident who was recently divorced and trying to keep her kids in local schools. That was proving exceedingly difficult as the rent she was paying was unaffordable. While weighing her options, she became aware that CPAH was partnering with the City of Lake Forest on 2 "pilot" affordable homes, and the rest is history. Her kids finished (and could walk to school!) at Lake Forest High School, and the house gave her the stability she needed to move forward in her own career.

She feels much more stable due to the house, and she is forever grateful that she and her kids had community support when they needed it the most.

**<u>295 Mellody</u>**— This is CPAH's most recent acquisition and rehab in Lake Forest. It is a 3-bedroom ranch, with an attached garage and an enormous basement, and is now home to a family of 3 who could not afford housing in the area. Victor works in



Note: This Agreement is the same as the prior Agreements between the City and CPAH with the exception of the dates and dollar amounts.

# **GRANT AGREEMENT**

#### between

#### COMMUNITY PARTNERS FOR AFFORDABLE HOUSING

and

### THE CITY OF LAKE FOREST

This **GRANT AGREEMENT** (the "**Agreement**") is entered into as of \_\_\_\_\_\_, 2017, between **COMMUNITY PARTNERS FOR AFFORDABLE HOUSING ("Grantee")**, a 501(c)(3) nonprofit corporation, with offices at 400 Central Avenue, #111, Highland Park, IL 60035, and **THE CITY OF LAKE FOREST**, an Illinois municipal corporation, with offices at 220 East Deerpath, Lake Forest, IL 60045 (the "**City**").

### RECITALS

A. The City established the Lake Forest Housing Trust Fund in 2006 with the central purpose of providing financial resources to support a diverse housing stock in the community to address the range of housing needs of individuals and families in Lake Forest.

B. The Housing Trust Fund Board was established as an advisory body to the City Council on the use and management of the Housing Trust Fund.

C. The Housing Trust Fund Board recommended a grant in the amount of \$330,000 from the Housing Trust Fund for the acquisition and rehabilitation of homes as affordable housing units during fiscal years 2018 and 2019, ("Grant"), subject to, among other things, the City and Grantee entering into this Agreement and certain other documents and agreements evidencing, securing and/or pertaining to the Grant (collectively, the "Grant Documents").

D. Grantee intends to enter into contracts for the purchase of dwellings located in the City, together with all improvements and fixtures thereon and all personal property located on or used in connection therewith (collectively, the "**Properties**"). Grantee proposes (in accordance with the City's Affordable Housing Policy) to acquire, and make available for purchase by low-income and moderate-income households, the Properties, in accordance with this Agreement, and as more specifically described in the project summary set forth in **Exhibit A** attached hereto and incorporated herein by reference ("**Project Summary**"). The development and sale activity, and all related undertakings by Grantee, is/are referred to in this Agreement as the "**Project**".

**NOW, THEREFORE,** in consideration of the mutual agreements herein contained, the Parties agree as follows:

**SECTION 1. DEFINITIONS**. Whenever used in this Agreement, the following terms shall have the following meanings, unless a different meaning is required by the context:

"<u>Completion Date</u>": The date on which Grantee conveys to a third-party purchaser its ownership interest in the last of the Properties to be sold and conveyed.

"<u>DCCR</u>": A declaration of covenants, conditions, and restrictions, which DCCR is the approved method of ensuring affordability of Properties that are condominium units, a template of which is set forth in **Exhibit C** attached hereto and incorporated herein by reference.

"Effective Date": The date set forth in the first paragraph of Page 1 of this Agreement.

"<u>Grant</u>": The funds that the City has agreed to provide to Grantee pursuant to the terms of this Agreement. The total amount of the Grant is Three Hundred and Thirty Thousand Dollars (\$330,000)

"Grantee": Community Partners for Affordable Housing, a 501(c)(3) nonprofit corporation.

"<u>Ground Lease</u>": The approved method of ensuring affordability of Properties that are singlefamily detached units or townhouse units, which Grantee shall provide to the Housing Trust Fund Board in the form attached hereto as **Exhibit B** and incorporated herein by reference.

"Housing Trust Fund Board": The City Housing Trust Fund Board

"<u>Memorandum of Ground Lease</u>": The short form memorandum of the Ground Lease.

"Parties": The City and the Grantee, collectively.

"<u>Schedule of Construction</u>": The schedule for commencement and completion of construction of the Project, as set forth in **Exhibit D** which is attached to and incorporated herein by reference.

# SECTION 2. THE GRANT; DISBURSEMENT.

Subject to the terms and conditions of this Agreement and the other Grant Documents, the City shall provide the Grant to the Grantee pursuant to written draw requests submitted by the Grantee to the Housing Trust Fund Board ("**Draw Request**"); provided, however, that the Housing Trust Fund Board shall have no obligation to disburse any portion of the Grant to the Grantee except upon delivery by the Grantee to the Housing Trust Fund Board of the following documents and information, in form and substance satisfactory to the Housing Trust Fund Board and its counsel in their sole discretion:

**A.** <u>Evidence Regarding the Acquisition of the Properties</u>. Evidence of the seller, location, and purchase price of the specific Property or Properties to which the particular Draw Request pertains.

**B.** <u>Compliance with Housing Trust Fund Board Requirements</u>. A certification from Grantee that Grantee, to its best knowledge, has complied with the Housing Trust Fund Board requirements set forth in Grantee's Grant Application, as approved by the City.

**C.** <u>Evidence Regarding Funding for Project</u>. Evidence (i) of all of Grantee's funding commitments, and (ii) that Grantee's sources and applications of funds for the Project, including all equity, debt and grant funds, have not materially changed in any way that would adversely affect Grantee's ability to (1) construct the Project as approved, and (2) perform under this Agreement.

**D.** <u>Marketing Plan and Resident Selection Plan</u>. A marketing plan and resident selection plan for the Properties, as approved by the Housing Trust Fund Board.

**E.** <u>**Compliance with Uniform Relocation Act.**</u> Evidence of its compliance with the relocation noticing provisions and a copy of its relocation plan, to the extent applicable, as required by the Uniform Relocation Act, 42 U.S.C. 61 *et seq*.

**F.** <u>Additional Documents</u>. Such other documents as the City or its counsel may reasonably request as a condition precedent to the disbursement of any portion of the Grant.

# SECTION 3. SCOPE OF WORK FOR, AND INSPECTION OF, THE PROJECT.

**A.** <u>**Project Schedule**</u>. Grantee shall undertake the Project pursuant to the Project Summary and the Schedule of Construction, and shall notify and consult with the Housing Trust Fund Board whenever any event prevents the timely completion of the Project.

**B.** <u>Access to Property</u>. During the Project, Grantee shall grant representatives and designees of the Housing Trust Fund Board access to the Properties on a monthly basis, or such other time as reasonably requested by the Housing Trust Fund Board, for the purpose of inspecting Grantee's progress in completing the Project and for review of Grantee's and the Project's books and records, all at Grantee's cost and expense.

**C.** <u>Project Summary</u>. Grantee shall construct the Project, or use reasonable efforts to ensure that the Project is constructed, in the manner contemplated by the Project Summary. Neither the Project Summary nor the Schedule of Construction shall be modified or amended except upon the prior written approval of the Housing Trust Fund Board.

# SECTION 4. TIME PERIOD FOR USE OF FUNDS.

Grantee shall submit all Draw Requests within 24 months of the Effective Date of this Agreement; provided, however, that Grantee may request an extension of such date, which request shall be reviewed by and shall be subject to approval by the Housing Trust Fund Board in its sole discretion. The Parties acknowledge and agree that the granting of any such extension shall not require an amendment to this Agreement.

# SECTION 5. NO OTHER TRANSFER OR ENCUMBRANCE.

To protect and maintain the goals of Grantee and the Housing Trust Fund Board, at no time shall title to any portion of any Property be transferred or encumbered without the prior written consent of the Housing Trust Fund Board in each instance, unless such transfer or conveyance complies in all respects with the terms and conditions of this Agreement and of the applicable DCCR or Ground Lease. For purposes hereof, "transfer or encumbrance" includes (a) any sale, lease, sublease, conveyance, assignment, pledge, or mortgage of any portion of, or interest in, any Property, and (b) any transfer, encumbrance, or pledge of any ownership or controlling interest in (i) Grantee; (ii) any other entity that owns or occupies any of the Properties or any part thereof; or (iii) any constituent (e.g. shareholders, partners, or members) of Grantee or any such owning or occupying entity.

# SECTION 6. REPRESENTATIONS AND WARRANTIES.

In order to induce the City to enter into this Agreement and to make the Grant, Grantee makes the following representations and warranties to the City, effective as of the Effective Date of this Agreement, which representations and warranties shall survive the execution and delivery of the Agreement to the City:

**A.** <u>Organization and Standing of Grantee</u>. Grantee is a 501(c)(3) nonprofit corporation duly organized and validly existing under the laws of the State of Illinois; it has the power to own its own properties and to carry on its business as now being conducted.

**B.** <u>Ability to Perform</u>. There is no action or proceeding pending or threatened against Grantee in any court or before any governmental authority, arbitration board, or tribunal which, individually or in the aggregate, could materially adversely affect its financial condition, properties or operations, or its ability to perform under this Agreement.

**C.** <u>Tax Returns and Payments</u>. Grantee has filed all federal, state and local income tax returns required to be filed, and has paid all taxes shown to be due on said returns, and has made provision for all liabilities not so paid or accrued under returns not yet due. In addition, to the extent required, Grantee has complied with and has paid all premiums or other charges due under applicable workers' compensation and unemployment compensation laws.

**D.** <u>Execution and Performance of Agreement Authorized, Valid and Binding</u>. The execution and delivery of the Agreement, the applicable DCCRs and Ground Leases, and all other Grant Documents have been or will be fully authorized by Grantee. This Agreement, the applicable DCCRs and Ground Leases, and the other Grant Documents constitute legal, valid and binding obligations of Grantee enforceable in accordance with their respective terms.

E. <u>Conflicts with Other Instruments</u>. Grantee is not a party to any contract or agreement or subject to any restrictions, which materially and adversely affect its business, its properties or assets, or its financial condition. The execution and delivery of this Agreement, the DCCRs and the Ground Leases, and the other Grant Documents, and Grantee's performance thereunder, will not be in conflict with the terms of any other contract or agreement to which Grantee is a party or by which Grantee or the Project is bound and will not result in a breach of the terms of or constitute a default under Grantee's corporate documents.

**F.** <u>Financial Statements</u>. Grantee has delivered to the Housing Trust Fund Board complete and correct financial statements which present fairly and completely the financial condition of Grantee for the periods covered therein, in accordance with generally accepted accounting principles consistently applied. No material adverse change has occurred in the financial condition of Grantee as reflected in such statements.

**G.** <u>Project Complies With Laws</u>. To Grantee's best knowledge, the Project will comply in all respects with zoning, building and other applicable federal, state, and local ordinances, laws, rules, and regulations affecting the Project. Compliance with the American Disabilities Act of 1990, 28 C.F.R. Part 35, will be required, if applicable. Grantee has complied, and will continue to comply, with all restrictions and requirements of any other funding sources for the Project.

H. <u>No Governmental Approval Required</u>. The execution and delivery of this Agreement, the DCCRs and the Ground Leases, and the other Grant Documents, and Grantee's performance thereunder, do not require any further approval of any government, or any governmental or quasi-governmental agency, or any filing therewith or notice thereto, and

any approvals which are required have been obtained (except for required City approvals which Grantee shall obtain prior to commencement of construction of the Project). At the time of each draw request, Grantee shall reaffirm this representation and warranty and shall further represent and warrant that all required City approvals have been obtained.

I. <u>No Misleading Statements</u>. No information, exhibit or report furnished by Grantee to the Housing Trust Fund Board in connection with this Agreement, the applicable DCCRs and Ground Leases, and the other Grant Documents contains any misstatement of fact or omits to state any fact necessary to make the statements contained therein not materially misleading. Grantee has provided all information requested by the Housing Trust Fund Board, and such information is complete and accurate in all material respects. There is no fact known to Grantee which could materially adversely affect or which might in the future, in Grantee's reasonable judgment, materially adversely affect the assets, properties or financial condition of Grantee.

J. <u>No Third Party Rights</u>. Nothing expressed or implied in this Agreement shall be construed to confer upon or to give any person or entity, other than the Parties, any rights or remedies against the Housing Trust Fund Board.

# SECTION 7. AFFIRMATIVE COVENANTS.

So long as this Agreement is in effect, Grantee shall:

A. <u>Progress Reports</u>. Deliver to the Housing Trust Fund Board, on a quarterly basis or on such other timeline as requested by the Housing Trust Fund Board, progress reports in form and substance acceptable to the Housing Trust Fund Board, setting forth such information as the Housing Trust Fund Board shall require, including but not limited to pricing of the Properties, income qualifications of initial purchasers of the Properties, stages of completion of construction, schedule updates, reports on the use of funds, evidence of Grantee's financial status, and performance relative to the Agreement in a form to be provided by the Housing Trust Fund Board. To further permit the verification of such status, Grantee will permit any person designated by the Housing Trust Fund Board to visit and inspect the Project, the books and financial records of Grantee, and Grantee will discuss its affairs, finances and accounts with the Housing Trust Fund Board at such reasonable times and as often as may be requested by the Housing Trust Fund Board.

**B.** <u>**Recognition of City.**</u> Give recognition to the City for its contribution to the Project in any advertisements (printed or radio and television) that promote the Project, and in any literature, programs, leaflets, flyers and other materials that promote the Project.

**C.** <u>Execution and Recordation of DCCR or Memorandum of Ground Lease</u>. Execute and record either a DCCR or a Memorandum of Ground Lease against each Property prior to: (i) the transfer of such Property to a third-party purchaser; and (ii) the granting of any mortgage or other security interest in such Property. Upon recordation of each DCCR or Memorandum of Ground Lease, Grantee shall provide the Housing Trust Fund Board with a copy of the recorded DCCR or Memorandum of Ground Lease is recorded against a property, Grantee shall also provide the Housing Trust Fund Board with a copy of the Ground Lease.</u>

**D.** <u>Escrow Instructions; Title Report</u>. For each sale of the Property to a thirdparty purchaser, advise the title company on its closing escrow instructions for each Property that the DCCR or Memorandum of Ground Lease, as applicable, shall be recorded prior to the transfer of such Property. Not later than 48 hours prior to the closing on the sale of a Property to a third-party purchaser, Grantee shall provide the Housing Trust Fund Board with a copy of Grantee's closing escrow instructions for such closing consistent with the recording sequence set forth in this Section. Grantee shall also provide the Housing Trust Board with a copy of the final executed DCCR or Memorandum of Ground Lease as marked by the closing agent at the closing within 48 hours after the closing. Grantee shall further provide a copy of the final recorded DCCR or Memorandum of Ground Lease as marked by the Lake County Recorder's Office within 48 hours after receiving the original document returned from the Lake County Recorder's Office confirming that the DCCR or Memorandum of Ground Lease (as applicable), was properly recorded consistent with the recording sequence set forth in this Section.

Ε. **Retention of Records**. Keep such beneficiary and other demographic records and financial information as the Housing Trust Fund Board may require. Such records will include information pertaining to (1) authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income as applicable, and (2) Project performance and efforts to comply with the provisions of the Agreement. All such records, and all other records pertinent to the Grant and work undertaken as part of this Agreement, shall be retained by Grantee for the duration of the Agreement. Grantee shall furnish the Housing Trust Fund Board with any periodic reports it may request pertaining to the activities undertaken under this Agreement, and certify the accuracy of the information contained in the periodic reports, including any close-out reports, the costs and obligations incurred in connection with the Project and any other matters covered by this Agreement. Grantee shall furnish the Housing Trust Fund Board operating statements, if any, and other such financial and Project information which it shall require. Failure to submit requested reports or records within a reasonable time after request may result in termination of this Agreement. If any claim, litigation, or audit is started before expiration of this Agreement, the records shall be retained by Grantee until all litigation, claims, or audit findings involving the records or the Agreement have been fully resolved or terminated.

**F.** <u>Compliance with Fair Housing Amending Act</u>. At all times (i) manage the Project in compliance with the Fair Housing Amendment Act of 1988 and any similar State of Illinois fair housing laws, and (ii) affirmatively market the Project to all eligible beneficiaries in a non-discriminatory manner.

**G.** <u>Compliance with Laws</u>. Take all actions necessary to preserve its right to continue business and operate within the limits set forth in its governing corporate or partnership documents, and under the applicable laws, regulations and ordinances of the United States of America, and any state or political subdivision thereof.

H. <u>Notice to Be Provided to Housing Trust Fund Board</u>. Promptly give written notice to the Housing Trust Fund Board as soon as reasonably possible of:

- 1. Any condition, event or act which constitutes an Event of Default under this Agreement or which, with the giving of notice or lapse of time, or both, could constitute an Event of Default under this Agreement; and
- 2. Any pending material litigation or any government order specifically and materially affecting Grantee or the Project; and
- 3. Any change of name, address, identity, or ownership of Grantee; and

4. Any other event or fact which may reasonably be deemed by the Housing Trust Fund Board to adversely affect the financial or operating conditions of either Grantee or the Project.

# SECTION 8. NEGATIVE COVENANTS.

So long as this Agreement remains in effect, Grantee shall not, without the prior written consent of the Housing Trust Fund Board:

**A.** <u>No Violation of Laws</u>. Permit any violation or notice of violation of any law, ordinance or regulation of any governmental authority, during or after construction of the Project, including all environmental laws, ordinances or regulations.

**B.** <u>No Change in Nature of Business</u>. Substantially change the nature of Grantee's business from that currently being conducted; or change the nature or scope of the Project.

C. <u>No Religious Service Requirements</u>. Require persons to participate in any religious service as a condition of receiving shelter or any other housing related assistance.

# SECTION 9. TERMINATION OF CERTAIN OF GRANTEE'S OBLIGATIONS.

As of the Completion Date, Grantee's obligation to deliver progress reports to the Housing Trust Fund Board as set forth in Section 7.A of this Agreement shall be on an annual basis (rather than a quarterly basis), or on such other timeline as the Housing Trust Fund Board may request.

# SECTION 10. EVENTS OF DEFAULT AND ENFORCEMENT.

A. <u>Event of Default</u>. If Grantee defaults in the performance or observance of any covenant, agreement or obligation under this Agreement, the DCCRs or Ground Leases, or any other Grant Document – or if the Housing Trust Fund Board at any time reasonably believes after appropriate inquiry that completion of the Project is impaired; or has reason to believe after appropriate inquiry that the Project will not be approved by the appropriate governmental and regulatory authorities – and if such default or non-performance remains uncured for a period of 60 days after written notice specifying such default and the actions required to correct the same shall have been given by the Housing Trust Fund Board to Grantee or other such person, then such uncured breach or default shall constitute an "Event of Default" hereunder.

**B.** <u>Specific Performance and Appointment of Receiver</u>. In addition to any and all other available remedies, Grantee hereby consents and agrees that any one or more of the following remedies shall be available upon the occurrence of an Event of Default hereunder:

1. <u>Specific Performance</u>. Grantee hereby acknowledges and agrees that specific performance of the covenants and requirements of this Agreement shall be necessary to achieve the intent hereof; that no appropriate remedy at law would be available upon an Event of Default hereunder, or if available, any such remedy would be inadequate to implement the public purposes hereof; and that the City would be irreparably injured by Grantee's failure specifically to perform the covenants and requirements hereof; and, therefore, that the City shall

have the right to seek specific performance of any of the covenants and requirements of this Agreement or an order enjoining any violation of this Agreement, including voiding any rental or leasing arrangement, any contract for sale, or any sale or other transfer or conveyance of any of the Properties in violation of the terms of this Agreement.

2. <u>Appointment of Receiver</u>. Grantee hereby agrees that the appointment of a receiver for the Project may be necessary to prevent waste to the Properties following an Event of Default under this Agreement and, therefore, that the City may require the appointment of a receiver for the Project to ensure the prompt and faithful performance of the terms and conditions of this Agreement.

**C.** <u>Any Action at Law or In Equity</u>. Upon the occurrence of an Event of Default under this Agreement, the City may take whatever action at law or in equity as it deems most effectual to enforce the obligations of Grantee under this Agreement and to abate, prevent or enjoin any violation or attempted violation of the provisions of this Agreement as a result of such Event of Default or violation or attempted violation of the provisions of this Agreement; provided, however, that under no circumstances shall the City have the right to recover monetary damages against any of Grantee's officers, directors, or shareholders in their personal capacities. Nothing in this Section 10.B shall be deemed or interpreted as prohibiting the City from recovering monetary damages from Grantee or from any third-party purchaser of any portion of any of the Properties.

**D.** <u>**Reimbursement; Damages.**</u> In addition to any and all applicable remedies, the City, in accordance with the ordinance establishing the Fund, may require that Grantee, in the Housing Trust Fund Board's sole discretion, to:

- 1. Reimburse the Housing Trust Fund Board up to 100 percent of the Grant, plus interest thereon at the highest rate allowed by law, allocated by the Housing Trust Fund Board to the Property and/or the applicable parcel or part thereof; or
- 2. In the case of Grantee's conveyance or other transfer of a Property in violation of the terms of a DCCR or Ground Lease, pay damages for the cost of creating or obtaining other comparable dwelling units to replace the Property in the event such Property can no longer be affordable housing for a Qualified Purchaser (as defined in the DCCR or Ground Lease, as applicable).

E. <u>Cumulative Remedies</u>. Subject to the limitations hereinabove set forth, no remedy conferred upon or reserved to the City by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or any related documents, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this Agreement shall impair any such right or power or shall be construed to be a waiver thereof.

**F.** <u>**Grant Reimbursement Declaration**</u>. Upon the purchase by the Grantee of each Property, Grantee shall cause to be recorded against such Property, in the office of the Lake County Recorder of Deeds, a grant reimbursement declaration in a form to be mutually agreed

upon between the Grantee and the City ("Grant Reimbursement Declaration"), declaring that, in the event that any portion of the Property is not developed or maintained at all times in compliance with this Agreement, the then-owner of that portion of the Property shall be required to reimburse the Housing Trust Fund Board in an amount equal to the pro-rata portion of the Grant.

# SECTION 11. LIMITATION.

Notwithstanding anything to the contrary in this Agreement, in the applicable DCCR or Ground Lease, or in the other Grant Documents, the Housing Trust Fund Board shall not be required hereunder to disburse or obligate any funds to Grantee other than funds available in the Housing Trust.

# SECTION 12. INDEMNIFICATION.

Grantee shall and hereby agrees to indemnify, defend and hold harmless the City, the Housing Trust Fund Board, and all officers, directors, commissioners, employees, agents, contractors, consultants, legal counsel and accountants thereof, from and against any and all loss, cost, damage, expense, claim, liability, or fee, including reasonable attorneys' fees (*"Claims"*), arising out of or asserted as a result of: (i) Grantee's breach of the terms of this Agreement; (ii) its use of the Grant funds in violation of the terms of this Agreement; or (iii) City efforts to enforce this Agreement following an Event of Default on the part of Grantee hereunder, whether the same shall be enforced by suit or otherwise or incurred by the City as a result of such Event of Default. This indemnification obligation shall survive any termination of this Agreement and shall survive any close-out of the Grant or similar event or circumstance.

# SECTION 13. MISCELLANEOUS PROVISIONS.

A. <u>Amendment, Modification and Waiver</u>. No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by both Parties. No waiver of any condition precedent to the funding of the Grant shall constitute a waiver of any of the other conditions of the City's obligation to make the Grant. Failure of the City to exercise its rights hereunder on any one occasion shall not be construed as a waiver of any requirement of this Agreement or a waiver of the City's right to take advantage of any subsequent or continued breach by Grantee of any covenant contained herein. No delay or omission on the part of the City, or any subsequent holder of the rights under this Agreement, to exercise any right or power arising from any Event of Default shall impair any such right or power or be considered to be a waiver of any such default or any acquiescence therein.

**B.** <u>Successors and Assigns</u>. All covenants and agreements in this Agreement contained by or on behalf of any of the Parties shall bind and inure to the benefit of their respective successors and assigns; provided, however, the Agreement and any rights hereunder may not be assigned by Grantee, by operation of law or otherwise, and any purported assignment thereof by Grantee shall be null and void, unless Grantee shall have first obtained the written consent of the Housing Trust Fund Board thereto.

**C.** <u>Notices</u>. All notices required or permitted to be given under this Agreement shall be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section. The address of any

Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

Catherine Czerniak Director of Community Development The City of Lake Forest 800 Field Drive Lake Forest, IL 60045
Filippini Law Firm LLP Attn: Victor P. Filippini, Jr.
990 Grove Street, Suite 220
Evanston, IL 60201
Community Partners for Affordable Housing Attn: Executive Director 400 Central Avenue, Suite 111 Highland Park, IL 60035
DLA Piper US LLP Attn: Jesse Dodson 203 North LaSalle Street, Suite 1900 Chicago, IL 60601

The City may, by notice, designate any further or different addresses to which subsequent notices, certificates or other communications must be sent.

**D.** <u>Construction; Governing Law; Severability</u>. This Agreement shall be construed in accordance with the laws of the State of Illinois, as well as the codes, ordinances, and regulations of the City (including without limitation the City's Affordable Housing Policy). The foregoing sentence shall not limit the applicability of Federal law to this Agreement. If any provision of this Agreement or the application thereof to any person or circumstances is held to be invalid or unenforceable by any decision of any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable. If any provision of this Agreement is held to constitute a violation of the rule against perpetuities, that provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of any current or former President of the United States, plus 21 years thereafter.

**E.** <u>**Counterparts.**</u> This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement duly to be executed, effective as of the day and year first above written.

Grantee:

COMMUNITY PARTNERS FOR AFFORDABLE HOUSING

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

Print: \_\_\_\_\_

Title: Executive Director

CITY: CITY OF LAKE FOREST

Ву:\_\_\_\_\_

Print:\_\_\_\_\_

Title: City Manager

### Exhibit A Project Summary

# Specific Pilot Program Responsibilities

The following outlines Community Partners for Affordable Housing's specific roles and responsibilities as they relate to the proposed pilot program:

**Financing and Grants.** CPAH has secured a minimum of grant funds in the amounts of \$130,000 for one house and \$106,000 for a second house that will be allocated towards the program to acquire and rehabilitate two homes in Lake Forest in the near term. CPAH will also secure and bear the costs of bridge loan financing for the homes. CPAH will be responsible for all aspects of grant management and compliance, including long-term affordability restrictions, and will bear full risk of repayment in the event of noncompliance.

**Property Selection and Acquisition.** CPAH's acquisition committee will research, select and acquire the homes in consultation with City staff and/or Housing Trust Fund Board and in accordance with the City's Affordable Housing Policy. CPAH will coordinate all professional services (i.e. legal, closing, inspections, etc).

**Rehab Specifications.** CPAH will develop rehabilitation specifications, with particular attention to sustainable building practices, and develop specific project budgets based on the purchase price and condition of the homes. CPAH can discuss LEED or other energy efficiency certifications with the Housing Trust Fund Board and/or staff based on the project budget and level of interest.

**Bid Review and Selection.** CPAH will facilitate a contractor bidding process and then review and select bids from eligible contractors. CPAH provides a preference to local contractors. **Construction Management.** CPAH will oversee all aspects of building permits, construction management, change orders, contractor supervision and payments, all in accordance with applicable codes, ordinances, and regulations.

*Marketing.* CPAH will be responsible for marketing the pilot program and available homes. CPAH requests the assistance of the City to include information in the City's newsletter, website and other communication channels to residents and businesses.

**Homebuyer Services.** CPAH will conduct information sessions for prospective applicants and assist eligible buyers to secure permitted mortgages and down payment assistance. CPAH supports each buyer through the home buying process including working with lenders, sales contracts, second mortgages, ground leases, deeds, closings and education about their new home. CPAH maintains an ongoing relationship with homebuyers and provides ongoing assistance with loans, property taxes or other issues as well as offering various classes and events. If a homeowner gets behind with mortgage payments, association fees and/or ground lease fees, CPAH advocates on behalf of homeowners and intervenes with lenders. CPAH understands its role as not only to provide affordable housing, but to help homebuyers realize the full benefits of the program and achieve long-term housing stability.

**Applicant Screening, Eligibility Determination, and Waitlists.** CPAH will review all applications and screen for eligibility based on funding requirements and the program preferences established by the City in accordance with its Affordable Housing Policy. CPAH will manage the waitlist based on program preferences.

**Property Taxes.** As done with Moraine and Deerfield Townships, CPAH will work with the local assessor to understand the land trust program and meet annually in order to accurately assess CPAH property taxes based on the homes' resale restricted price.

**Long Term Affordability, Ground Lease Fees & Re-sales.** CPAH will permanently monitor long-term affordability compliance, collect monthly ground lease fees and facilitate refinances and re-sales to future income-qualified homebuyers.

**General Administration.** CPAH will continue to conduct general administrative functions of the organization such as financial management, fundraising, audits, board administration, volunteer events to engage the community and other organizational responsibilities.

Whenever possible, CPAH works with community members to identify properties before they are marketed to investors and developers. CPAH has also been creative in negotiating purchase prices below the market value, which gives sellers the opportunity to obtain a charitable tax deduction for the amount that is the difference between the appraised value and the purchase price. CPAH will continue to focus on foreclosed homes in order to serve a double community benefit of providing permanently affordable housing and addressing blighted properties. CPAH has a very successful track record of identifying and acquiring properties.

### **CPAH Operating Budget**

A \$15,000 per unit contribution towards CPAH's operating budget is incorporated to help cover the costs associated with the activities and responsibilities as described above.

Note: Exhibits B, C and D are available from the Community Development Department. These documents are consistent with those used for the prior six homes that were purchased.

#### The City of Lake Forest <u>CITY COUNCIL</u> *Proceedings of the Tuesday, September 5, 2017* City Council Meeting - City Council Chambers, 6:30pm

<u>CALL TO ORDER AND ROLL CALL</u>: Honorable Mayor Lansing called the meeting to order at 6:31pm, and City Clerk Margaret Boyer called the roll of Council members.

Present: Honorable Mayor Lansing, Alderman Beidler, Alderman Morris, Alderman Newman, Alderman Rummel, Alderman Tack, Alderman Reisenberg, Alderman Moreno and Alderman Buschmann.

Absent: None.

Also present were: Robert Kiely Jr., City Manager; Victor Filippini, City Attorney; Catherine Czerniak, Director of Community Development, Elizabeth Holleb, Finance Director; Michael Thomas, Director of Public Works; Rob Copeland, Deputy Chief of Police; DeSha Kalmar, Director of Human Resources; Sally Swarthout, Director of Parks & Recreation; Susan Banks, Communications Manager; Mike Strong, Assistant to the City Manager; along with other members of City Staff.

There were approximately 25 persons present in the Council Chambers.

CALL TO ORDER AND ROLL CALL 6:31 pm

PLEDGE OF ALLEGIANCE was recited by all those present in the Chamber.

#### **REPORTS OF CITY OFFICERS**

#### COMMENTS BY MAYOR

A. Approval of a Resolution in Recognition of the 100<sup>th</sup> Anniversary of the School of Saint Mary Mayor Lansing read the Resolution and presented it to David Wieters. Photos were taken.

#### **COUNCIL ACTION:** Approve the Resolution

Alderman Buschmann made a motion to approve the Resolution, seconded by Alderman Beidler. Motion carried unanimously by voice vote.

#### B. Approval of a Resolution in support of National Voters Registration Day, Tuesday, September 26, 2017

Mayor Lansing read the Resolution and presented it to Wyn Cain, President of League of Women voters of Lake Forest and Lake Bluff. Photos were taken.

#### **COUNCIL ACTION:** Approve the Resolution

Alderman Moreno made a motion to approve the resolution, seconded by Alderman Rummel. Motion carried unanimously by voice vote.

#### C. Report on Vote by Mail Options

Margaret Boyer, City Clerk, reported on options Lake County registered voters have to use, including a Vote by Mail programs.

#### **COUNCIL ACTION:** Informational only

#### D. Swear in Firefighter/Paramedic Stephen K. Werchek

Mayor Lansing administered the Oath to Firefighter/Paramedic Stephen K. Werchek. Photos were taken.

#### E. Swear in Firefighter/Paramedic James V. Gluth

Mayor Lansing administered the Oath to Firefighter/Paramedic James V. Gluth. Photos were taken.

#### COMMENTS BY CITY MANAGER

City Manager Robert Kiely gave an update on the Middlefork Savannah Trial Connection Bridge and the following:

#### A. Upcoming Community Events

1. BMW Championship Golf Tournament at Conway Farms Golf Club September 12-17, 2017

The City Manager urged the use of public transportation and to visit both the City and the BMW websites for updated information.

- 2. Public Forum- City, School District 67 and 115 "A Fiscal Stress Test: How the State's Decisions Impact the City and the Schools"
  - Co-Sponsored with the Lake Forest-Lake Bluff League of Women Voters on Tuesday, October 3, 7 pm, Gorton Community Center.

Mr. Kiely reported that the forum will cover the impact of a possible property tax freeze with the understanding that 90-95% of the revenues schools receive is through property taxes.

#### 3. Freight Train Symposium

 Co-Hosted by the Village of Glenview, Northbrook, Deerfield and Bannockburn on Wednesday, October 11, 7pm Trinity International University, Bannockburn, IL

The City Manager reported that the Symposium will be moderated by Dr. Joseph Schweiterman of DePaul University, to continue the discussion of freight trains and what the future holds.

#### B. Update on the Rehabilitation of the North and South Beach Access Roads -Sally Swarthout, Director of Parks & Recreation and Chuck Myers, Superintendent of Parks, Forestry and Special Facilities

Chuck Myers, Superintendent of Parks, Forestry and Special Facilities, gave an update on the South Beach access road construction project and timetable, including the expectation of substantial completion of the road by November 17. Additionally Michael Thomas, Director of Public Works, reported that the North Beach access road is closed at dusk and reopens at sunrise, consideration of closure through the winter after the South Beach access road reopens. Both the ravine and north road are in the design and permitting phase. The budget, estimated start date and construction timeframe are still to be determined.

The City Council asked if the City has applied for any grants, to which Mr. Thomas replied that employees are constantly looking for funding options.

#### C. ComEd Annual Report

#### -James Dudek, External Affairs Manager

Mr. Dudek gave an overview of the annual report that was given to The City of Lake Forest. Mr. Dudek also updated the Council on the smart meter opt out program that allows residents to opt out of installation

until 2022. He also gave an update on the customer owned facilities on Beverly Place that affects about 31 homes.

The City Council had discussions on options available to the residents on Beverly and reported that ComEd will be meeting with both City Staff and residents later in September.

#### 3. COMMENTS BY COUNCIL MEMBERS

#### LAKE FOREST MARKETING COMMITTEE

#### 1. Welcome Home Campaign Update and Status Report

First Ward Alderman Prue Beidler, Susan Banks, Communications Manager and Marketing Advisor Phil Gaytor presented the new campaign product, a new brochure, and reviewed how it is interactive. The City Council had discussion on volunteerism and philanthropy. City Manager Kiely noted that real estate sales in Lake Forest are at their highest over the past six years.

Alderman Newman gave an update on Deerpath Golf Course renovations, reporting more than 800 rounds played since the massive flooding in July.

#### 4. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL ON NON-AGENDA ITEMS

#### 5. ITEMS FOR OMNIBUS VOTE CONSIDERATION

- 1. Approval of the August 7, 2017 City Council Meeting Minutes
- 2. Check Register for the period of July 29,- August 25, 2017
- 3. Approval of an Amendment to the Finance Committee and City Council Meeting Schedule for 2018
- 4. Resolution of Appreciation for retiring Fire Department Employee Michelle R. Kousins
- 5. Consideration of a Request to Authorize the City Manager to Enter into a Contract with DP Consulting, LLC for Business Advocate Services.
- 6. Approval of a Customer Work Agreement with ComEd for the Relocation of an Electrical Line under the South Beach Access Road
- 7. Request for the City Council to Waive the Bidding Process to purchase a computerized Electronic Citation, Crash and Administrative Hearing platform from Quicket Solutions Inc., the winning contractor from a completed RFP by the Lake County Chiefs of Police Association in conjunction with the Lake County Clerk's Office
- 8. Consideration of Ordinances Approving Recommendations from the Building Review Board. (First Reading and if Desired by the City Council, Final Approval)
- 9. Consideration of Ordinances Approving Recommendations from the Zoning Board of Appeals. (First Reading, and if Desired by the City Council, Final Approval)

# **10.** Consideration of an Ordinance Authorizing the Elawa Farm Spooktacular Event. (First Reading, and if desired by the City Council, Final Approval)

#### **COUNCIL ACTION:** Approval of the ten (10) Omnibus items as presented

Mayor Lansing asked members of the Council if they would like to remove any item or take it separately. The City Council had discussion on item #5 and heard a brief overview of item #7. Hearing no further discussion, Mayor Lansing asked for a motion to approve the ten Omnibus items as presented.

Alderman Moreno made a motion to approve the ten omnibus items as presented, seconded by Alderman Rummel. The following voted "Aye": Alderman Beidler, Morris, Newman, Rummel, Tack, Reisenberg, Moreno, and Buschmann. 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.

6. ORDINANCES
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#### 7. NEW BUSINESS

# 1. Approval of an agreement with The University of Illinois at Chicago to provide data and benchmarking administrative support to the Northern Illinois Benchmarking Cooperative.

Robert Kiely, City Manager, reported in February of 2016, City staff began a conversation with other Northern Illinois communities about potentially forming a performance management cooperative, what has since become known as the Northern Illinois Benchmarking Cooperative "NIBC"). The City previously participated in the ICMA Performance Management Program, but unfortunately due to minimal participation of communities across the country, the program was terminated in 2016. While the ICMA program assisted the City in collecting information on a multitude of performance metrics, the lack of comparable communities and any guidance on application of the data collected made the effort less than valuable.

Mr. Kiely reported the NIBC was formed on the idea that communities should jointly explore, develop, and share performance metrics that support the collaborative assessment of trends and operational best practices in order to improve service levels, create more efficient practices, and innovate government. Rather than just collecting data for the sake of collecting data, the process starts with first understanding the key challenges and decisions within selected service areas that we want to explore and then coming up with the metrics to help address the question. Once the metrics are agreed upon and the data is collected, cleansed and validated, the participants will meet to discuss what the data is saying and operations can improve. The core communities responsible for the creation of NIBC include the City of Lake Forest and the Villages of Schaumburg, Buffalo Grove, and Lake Bluff.

The City Manager stated that through regular meetings, this core group of communities recognized the need for third party involvement to help the NIBC by providing data and benchmarking administrative support. This support includes measure development, data collection, data validation, data analysis, and producing a final data report. In April of 2017 the NIBC conducted a request for qualification process. It was agreed upon that the cost of this third party data and benchmarking administrative support would be shared evenly amongst the members of the NIBC.

Based upon the proposal submitted to NIBC and the interview process, NIBC selected the University of Illinois at Chicago Department of Public Administration ("UIC") to provide data and benchmarking administrative support to the Northern Illinois Benchmarking Cooperative.

Built into the UIC proposal was the option to bring on additional communities to take part in the NIBC. This also presented an opportunity to lower the cost per municipality for the data and benchmarking administrative support. The core members of the NIBC and UIC hosted on an open house meeting to invite other Northern Illinois municipalities to join. Following the meeting the core members of the NIBC received formal notice that the Villages of Glencoe, Wilmette, River Forest, Lincolnshire, Mount Prospect, Arlington Heights and Hoffman Estates will be joining the NIBC.

Per this agreement, the City of Lake Forest would hold and execute the master agreement with UIC for the full \$63,594.47 amount. The other NIBC communities have agreed to enter into Memorandums of Understanding (MOU) with the City of Lake Forest to split the \$63,594.47 evenly amongst all members of the NIBC. Each community would pay a total of \$5,781.32. Ultimately, The City of Lake Forest would be reimbursed \$57,813.15.

The City Council had discussion on benchmarking, issue vs. metric, partners who have opted out, the City of Lake Forest taking the lead role, the expected future structure and the importance of apples to apples comparison. Mayor Lansing asked if there was anyone from the public who would like to comment on the issue. Seeing none, he asked for a motion.

<u>COUNCIL ACTION</u>: Approval of an agreement in substantially the form attached hereto with University of Illinois at Chicago in the amount of \$63,594.47 to provide data and benchmarking administrative support to the Northern Illinois Benchmarking Cooperative.

Alderman Morris made a motion to approve of an agreement in substantially the form attached hereto with University of Illinois at Chicago in the amount of \$63,594.47 to provide data and benchmarking administrative support to the Northern Illinois Benchmarking Cooperative, seconded by Alderman Beidler. The following voted "Aye": Alderman Beidler, Morris, Newman, Rummel, Tack, Reisenberg, Moreno, and Buschmann. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

#### 8. ADDITIONAL ITEMS FOR COUNCIL DISCUSSION

#### 9. ADJOURNMENT

There being no further business. Alderman Rummel made a motion to adjourn, seconded by Alderman Newman. Motion carried unanimously by voice vote at 8:24p.m.

Respectfully Submitted Margaret Boyer, City Clerk

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

#### The City of Lake Forest <u>CITY COUNCIL WORKSHOP</u> Proceedings of the Monday, September 18, 2017

City Council Workshop Meeting – Municipal Services, 800 N. Field Drive, Lake Forest, IL

<u>CALL TO ORDER AND ROLL CALL</u>: Honorable Mayor Lansing called the meeting to order at 6:30pm, and City Clerk Margaret Boyer called the roll of Council members.

Present: Honorable Mayor Lansing, Alderman Beidler, Alderman Morris, Alderman Newman, Alderman Rummel, Alderman Tack, Alderman Reisenberg, Alderman Moreno and Alderman Buschmann.

#### Absent: None

Also present were: Robert Kiely Jr., City Manager; Elizabeth Holleb, Finance Director; Catherine Czerniak, Director of Community Development; Susan Banks, Communications Manager; Sally Swarthout, Director of Parks & Recreation; Michael Thomas, Director of Public Works; Mike Strong, Assistant to the City Manager; Pete Siebert, Fire Chief; Kevin Cronin, Deputy Chief of Fire; DeSha Kalmar, HR Director; Dan Martin, Superintendent of Public Works.

There were approximately 6 other persons in the audience.

#### CALL TO ORDER AND ROLL CALL

Mayor Lansing, welcomed the Council, Members of the Community, and City Staff to the Workshop meeting. He introduced Elizabeth Holleb, Finance Director.

6:30 p.m.

#### 1. Alternative Scenarios for Public Safety Pension Funding

Finance Director Elizabeth Holleb and Jason Franken of Foster and Foster, the City's independent actuary, lead continued discussion on issues related to public safety pension funding, including the final issue of payroll growth assumption. Mr. Franken provided information addressing the impact of a one-time transfer to the pension funds in addition to the annual funding requirement. He explained that a longer term issue for the City Councils consideration is the funding approach and assumptions related to amortization of the unfunded liability in each pension fund. Mr. Franken introduced a modeler that was designed to analyze changes in long term funding for public safety pensions under various scenarios. A more detailed discussion is anticipated to occur at a future date. The City Council gave direction to Mr. Franken using a 2% payroll growth assumption.

<u>COUNCIL ACTION</u>: While the City Council did not take action in the Workshop, they were asked to provide the actuary with direction on the payroll growth assumption for the 4/30/17 actuarial valuations. All changes made for 4/30/17 will be ratified by approval of a revised pension funding policy on a subsequent City Council agenda.

#### 2. Fiscal Stress Parameters

At the request of the City Council at its March 2017 FY18 budget meeting, Elizabeth Holleb, Finance Director, provided a presentation regarding the long term financial forecast of the City's General Fund under various fiscal scenarios. The scenarios were intended to demonstrate the impact on the City's finances of revenue losses from the State of Illinois, limitations on property taxes imposed by the General Assembly, and/or investment returns failing to meet actuarial projections in the City's three pension plans. The City Council was provided with

background materials that included the State of Illinois Five Year Forecast, November 2016, Core/Elective Service updated analysis for the FY2018 City Budget.

#### **<u>COUNCIL ACTION</u>**: Informational item for discussion.

#### 3. Opportunity for Public Comment

Mayor Lansing asked if there was anyone present who would like to comment. Seeing none, he reported there will be no further business following executive session and asked for a motion.

# 4. EXECUTIVE SESSION pursuant to 5ILCS 120/2 (c), (11), The City Council will be discussing threatened Litigation and 5ILCS 120/2 (c), (6), The City Council will be discussing the consideration for the sale or lease of property owned by the Public Body.

Alderman Rummel made a motion to adjourn into Executive Session pursuant to 5ILCS 120/2 (c), (11), The City Council will be discussing threatened Litigation and 5ILCS 120/2 (c), (6), The City Council will be discussing the consideration for the sale or lease of property owned by the Public Body, seconded by Alderman Newman. The following voted "Aye": Alderman Beidler, Morris, Newman, Rummel, Tack, Reisenberg, Moreno, and Buschmann. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

Adjournment into Executive Session- the City Council adjourned at 9:11pm.

#### **RECONVENE INTO REGULAR SESSION**

The City Council reconvened into regular session at 11:00 pm

#### 5. Adjournment

There being no further business. Alderman Moreno made a motion to adjourn, seconded by Alderman Beidler. Motion carried unanimously by voice vote at 11:01p.m.

Respectfully Submitted, Margaret Boyer City Clerk

A complete Packet including all slides and any handouts is available by request at City Hall.



### PROCLAMATION

WHEREAS, 101 rail grade crossing collisions resulted in 43 personal injuries and 24 fatalities in the State of Illinois during 2016; and

WHEREAS, 41 trespassing incidents have occurred in Illinois resulting in 22 pedestrians being killed and 19 injured while trespassing on railroad property during 2016; and

WHEREAS, Illinois ranked second in the nation in grade crossing fatalities and seventh in trespass fatalities for 2016; and

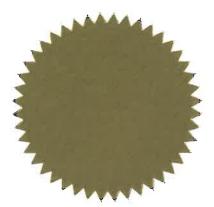
WHEREAS, The City of Lake Forest strongly endorses educating and informing its citizens about rail safety; and

WHEREAS, the Illinois Association of Chiefs of Police, Illinois Operation Lifesaver and the Lake Forest Police and Fire Departments are partnering together in an effort to educate, at a statewide level, all aspects of railroad safety, to enforce applicable laws in support of Illinois Rail Safety Week; and

WHEREAS, 2017 marks the first year that Operation Lifesaver has designated a National Rail Safety Week, which coincides with Rail Safety Week in Illinois, to implement the safety initiative across the country;

**NOW, THEREFORE**, I, Robert T.E. Lansing, Mayor of The City of Lake Forest, do hereby proclaim the week of September 24-30, 2017 Illinois Rail Safety Week, and I encourage all citizens to recognize the importance of rail safety education.

**IN WITNESS HEREOF,** I have hereunder set my hand and have had the Seal of The City of Lake Forest affixed this, 2<sup>nd</sup> day of October, 2017



Robert T.E. Lansing, Mayor



**EMS Equipment** 

## Power-PRO<sup>™</sup>XT powered ambulance cot

+

## **Power-PRO XT** powered ambulance cot

Shown with optional accessories

# Reduce the risk of injuries when raising and lowering

## Power-PRO XT reduces risk of cumulative trauma injuries, and lost or modified workdays.

Medics experience frequent spinal loading due to repetitive motions such as lifting, lowering, carrying, and bending. Use of the Power-PRO XT has proven to reduce spinal loading, resulting in reduced injuries, lost or modified workdays and Workers' Compensation costs, and increased recruitment and

retention. The Stryker Power-PRO XT — now the industry standard of care.

- An innovative battery-powered hydraulic system raises and lowers the patient at the touch of a button.<sup>3</sup>
- Utilizes an easy-to-use manual back-up system for all powered cot functions.
- The retractable head section reduces footprint, and allows the cot to navigate very tight spaces in any height position.
- A Stryker exclusive: automatic high-speed retracting feature saves precious seconds when loading and unloading.
- Reduces workers' compensation costs, injuries, and lost and modified workdays, while improving recruitment and retention.



Reduce load and unload times A Stryker exclusive. The high-speed retract system of the Power-PRO XT will reduce your load and unload times. When the cot senses the weight is off the wheels, the base will fully retract in 2.4 seconds when the "minus" button is depressed.

### Power raise and lower

using your finger, not your back.



## Raise and lower patients with the touch of a button<sup>3</sup>

Operator injuries result from repetitive spinal loading. Our innovative powered ambulance cot is designed to lift patient weight with the touch of a button — not your back.

Settable Load Height with Jog Function

Pneumatically Assisted Backrest

A Stryker innovation.

Significantly reduces

increases patient comfort.

operator effort and

A Stryker exclusive. Adjusts to fit your ambulance.

#### Shock, Flat Leg, or Optional Knee Gatch Positioning

Knee gatch provides patient comfort and greater lift clearance.

#### **Bolster Mattress**

The Stryker-preferred sealed bolster mattress provides patients a greater sense of security during transport.

#### Fold-Down Side Rails

A Stryker innovation. Side rails are designed to provide patients with a greater sense of security.

> Patented X-frame Proven reliability. Will NOT "hot drop."

X-frame Guards Protect X-frame from ambulance bumper contact.

## Retractable

Head Section Provides 360degree mobility in any height position.

## Lift-Capable Safety Bar

Assures handling confidence. Reduces lift height for smaller operators.

#### **Oversized Wheels**

Requires less force to roll, improving maneuverability over rough terrain.

Hydraulic Lift System Battery-powered hydraulic lift system with manual back-up for operator confidence

#### Head- and Foot-end Lift and Grip Section

Unmatched ergonomics. Lifting handles optimized to 30 degrees, the angle preferred by most operators. Grips have a textured, durable, nonslip surface for maximum operator control.

#### Foot End Controls Controls are duplicated on both upper and lower

lift bars to accommodate operators of all sizes.





The retractable head section with safety bar has conveniently located release handles that retract the head section into the cot. The safety bar release is designed to keep hands away from the cot mechanism for safety.

**Retractable Head Section** Provides 360-degree mobility in any height position.

## **Features**

#### **1** Textured Hand Grips

At the head and foot end provide a durable nonslip surface for operator control.

#### 2 Battery Pack Power Level Indicator

Keeps operator informed of power status and flashes amber when the battery pack needs to be changed.

#### **3** Hour Meter

Indicates how many hours the cot has been in operation for preventive maintenance purposes.

#### **4** Built-in Pull Handle

Offers maximum operator control during transport and stows out of the way when not in use.

#### <sup>5</sup> Shock, Flat Leg, or Optional Knee Gatch Positioning

Knee gatch provides patient comfort and greater lift clearance.

6 Battery Pack Release Control Accessible and easily changed in any situation.

Manual Back-up Release Handle Allows non-powered operation of all powered cot functions.

#### **8 Power Controls**

Contoured control buttons allow for instant touch recognition and ease of operation.

#### **9** Lower Lifting Bar

Provides maximum versatility for operators of all sizes.

#### Warranty

- Two-year parts, labor, and travel
- One-year soft goods
- Three-year X-frame components
- Three-year limited powertrain
- Lifetime on all welds\*

#### Extended warranties available.

\* 7-year service life







Marine-grade Hydraulic System Provides reliable operation in harsh conditions.



#### **Built-in Pull Handle**

Offers maximum operator control during transport and stows out of the way when not in use.



SMRT<sup>\*\*</sup> Power System Automatic power management, zero memory, and in-vehicle charging. 12V ships with cot.



Hand Clearance Hand clearance around the litter frame for operator safety.



In-fastener Shut-off Automatically disables cot when locked in the cot fastener system for safety.



Lift-capable Safety Bar Assures handling confidence. Reduces lift height for smaller operators. 41

## **Optional Features**



#### **Power-LOAD<sup>™</sup> Compatibility**

An industry first, the Power-LOAD cot fastener system improves safety to you and your patients by lifting and lowering the Power-PRO XT cot into and out of the ambulance—helping to reduce spinal loads that result in cumulative trauma failure. The Power-LOAD cot compatibility option allows the Power-PRO XT to be fully compatible with the Power-PRO XT to be fully compatible with the Power-LOAD system. This system meets dynamic crash test standards for maximized occupant safety<sup>6</sup> and will automatically charge the Power-PRO XT SMRT battery.



Antenna Allows for wireless communication between the Power-PRO XT and the Power-LOAD system.



Equipment Hook (Fits most monitors)



Steer-Lock



Knee Gatch



**Retractable Head-end O<sub>2</sub> Bottle Holder** 



#### Locking Pins Secures the head end of the cot into the Power-LOAD system for loading and unloading.



**Foot-end Hitch** Secures the foot end of the cot into the Power-LOAD system for transport.



**Power Controls** Controls the Power-LOAD system during loading and unloading for ease of operation and maximum convenience.

- Heavy duty two- or three-stage
   IV poles (patient right or left)
- Permanent or removable O<sub>2</sub> bottle holders (head-end, foot-end, or fowler)
- Dual wheel locks
- Head extension with pillow
- Equipment hook
- Backrest storage pouch
- Steer-Lock
- Defibrillator platform
- Transfer flat
- Base storage net
- Knee gatch
- SMRT charger mounting bracket
- Power-LOAD compatibility

#### **Power-PRO XT Specifications**

6506
nd highest position)
41.5 in (105 cm)
14 in (36 cm)
81 in (206 cm)
63 in (160 cm)
23 in (58 cm)
125 lb (57 kg)
6 in (15 cm)
2 in (5 cm)
0° – 73°
+15°
30°
700 lb (318 kg)
2
1
Model 6390
Model 6370 or 6377
Model 6371
Up to 36 in (91 cm)



#### Reconstructive

Hips Knees Trauma & Extremities Joint Preservation Orthobiologics

#### Medical & Surgical

Power Tools & Surgical Accessories Image Guided Navigation Endoscopy & Arthroscopy Integrated Communications Beds, Stretchers & EMS Sustainability Solutions

#### **Neurotechnology & Spine**

Craniomaxillofacial Interventional Spine Neurosurgical, Spine & ENT Neurovascular Spinal Implants

3800 E. Centre Ave. Portage, MI 49002 <u>U.S.A.</u>

t: 269 389 2100 f: 866 795 2233 toll free: 800 327 0770

www.ems.stryker.com

<sup>1</sup>Height measured from bottom of mattress, at seat section, to ground level.

<sup>2</sup>Cot is weighed with one battery pack, without mattress and restraints.

<sup>3</sup>700 lb weight capacity with an unassisted lift capacity of 500 lb (Cot loads over 300 lb (136 kg) may require additional assistance to meet the set cot load height).

<sup>4</sup>Can accommodate load decks up to 36 in. Load height can be set between 26 in and 36 in.

<sup>5</sup>Meets dynamic crash standards for Power-PRO XT (AS/NZS-4535 and BS EN-1789) and Performance-PRO XT (BS EN-1789).

Stryker reserves the right to change specifications without notice.

In-service video included with each order.

The Power-PRO XT is designed to conform to Federal Specification for the Star-of-Life Ambulance KKK-A-1822.

The Power-PRO XT is designed to be compatible with competitive cot fastener systems.

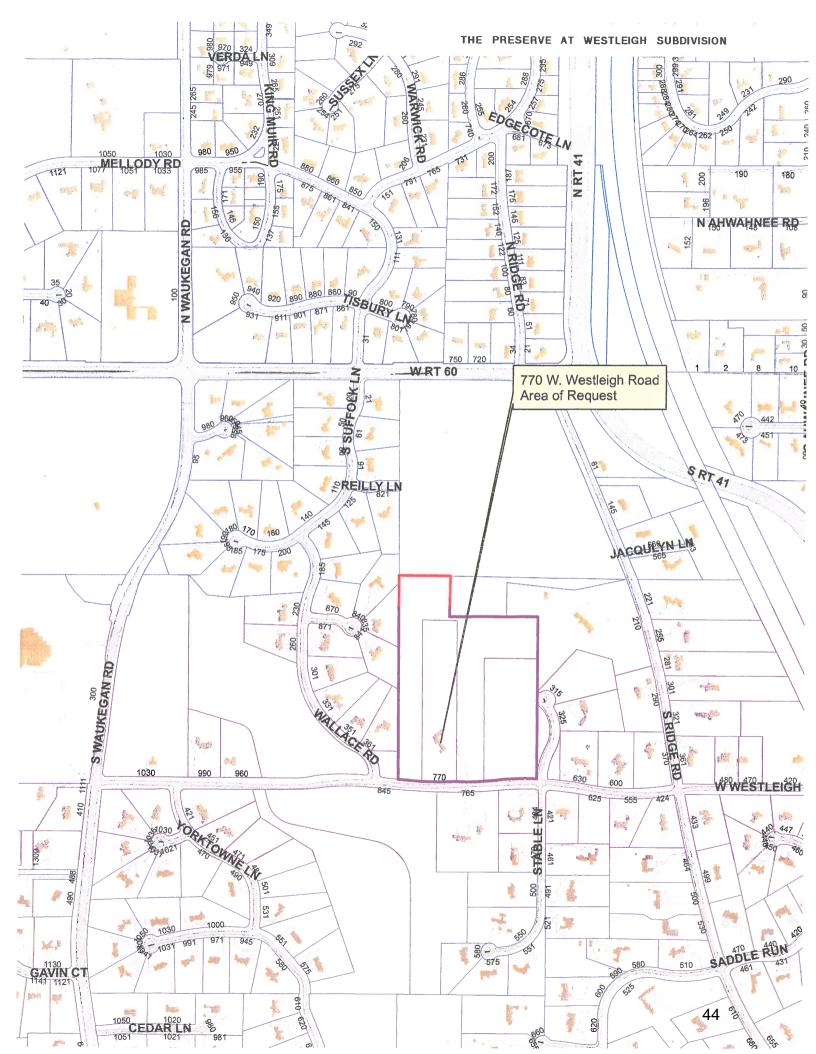
Patents pending.

The information presented in this brochure is intended to demonstrate a Stryker product. Always refer to the package insert, product label and/or user instructions before using any Stryker product. Products may not be available in all markets. Product availability is subject to the regulatory or medical practices that govern individual markets. Please contact your Stryker Account Manager if you have questions about the availability of Stryker products in your area.

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#### THE PRESERVE AT WESTLEIGH - PLANNED PRESERVATION SUBDIVISION 770 W. Westleigh Road

TO: DATE: FROM: SUBJECT:	Honorable Mayor Lansing and Members of the Council July 12, 2017 Chairman Ley and Members of the Plan Commission Request for Approval of the Final Plat for 770 W. Westleigh Road, "The Preserve at Westleigh" Planned Preservation Subdivision and the Associated Special Use Permit
	Special Use Permit

#### PROPERTY OWNER

Lake Forest Land Foundation 350 N. Waukegan Road Lake Forest, IL 60045

#### PROPERTY LOCATION

770 W. Westleigh Road North side of Westleigh Road, West of Stable Lane

#### ZONING

R-5 Single Family District (3 Acre Minimum Lot Size) and Historic Residential and Open Space Preservation District

#### **APPLICANT/DEVELOPER -- 9 RESIDENTIAL LOTS**

Janko Group, LLC (Gary R. Janko, Susan Janko) 1161 Lake Cook Road, Suite A Deerfield, IL 60015

#### Activity to Date on this Petition

On December 14, 2016, the Plan Commission recommended approval of a zone change from R-5 to R-4 and approval of the tentative plat of subdivision for a nine lot subdivision on a 22 acre parcel owned by Lake Forest Lane Foundation and located at 770 W. Westleigh Road.

On January 17, 2017, the City Council, based on the Plan Commission's recommendation, granted first reading of an ordinance approving the rezoning of the property and approved the tentative plat of subdivision subject to the conditions of approval as recommended by the Commission.

As a follow up to the City Council's action in January, the petitioner further detailed and refined the plat of subdivision and as required by the conditions of tentative approval, the final plat reflects a conservation easement all along the Westleigh Road frontage and a landscape buffer along the west property line. The final engineering plans were also refined and detailed and submitted to the City Engineer for further review.

#### **Final Plat Approval**

The final plat of subdivision was submitted to the Plan Commission for consideration in July, 2017 and the Commission voted unanimously to recommend approval of the final plat through a Special Use Permit subject to resolution of final items relating to the engineering plans.

#### History of this Petition

Prior to taking action on the tentative plat in December, 2016, the Plan Commission also considered this petition on October 12, 2016 and on November 9, 2016. Throughout the Plan Commission review process the Commission focused on numerous key issues and as a result, changes were made to the plan. Below is a summary of key discussion points from the Commission's prior review.

Importantly, the final plat reflects the prior discussions and the conditions of tentative approval. During the tentative review process the following substantive issues were discussed, debated and resolved.

- 1. Setback of new homes from Westleigh Road In response to questions and comments about setbacks, the petitioner increased setbacks as noted below.
  - Existing homes along Westleigh Road are setback varying distances from the property line, from 212 feet at the high end, to 64 feet at the low end. The Code requires a minimum setback distance of 50 feet.
  - The proposed subdivision was modified to increase the setbacks for the three new homes located closest to Westleigh Road.

Lot 7 - No portion of the new house will be located closer than 110 feet to the property line along Westleigh Road.

Lot 8 – No portion of the new house will be located closer than 117 feet to the property line along Westleigh Road.

Lot 9 - No portion of the new house will be located closer than 123 feet to the property line along Westleigh Road.

- The setbacks as proposed are more than double the setback required in the Code.
- 2. Conservation Easement A Conservation Easement along Westleigh Road is reflected on the final plat of subdivision.
- 3. Permitted Density The Commission raised questions about the density that this property could support under a conventional R-4 subdivision and in particular questioned whether the areas encumbered by wetlands should be factored in to the density calculation. The Code states:

"The underlying zoning of the subject property shall govern the number of lots permitted within any subdivision approved under this section, provided that the area of any street, road or access easement, on or across such property, shall be excluded, as in the conventional subdivision process."

There is no requirement in the Code that wetland areas, or any other naturally significant areas be excluded from the calculation. The Code clearly specifies the areas that should be excluded from the calculation, roads and access easements. If in fact the Code required that acreage encumbered by naturally significant areas be excluded from the calculation, the Planned Preservation Subdivision provisions would offer little if any incentive to developers since the density permitted by right could not be achieved. With proper permits, wetlands can be filled in and mitigated, on site or off site to allow buildout of a conventional subdivision plan *if options do not exist*. The Planned Preservation provisions are intended to avoid or minimize impacts on wetlands or other natural areas. No increase in density is proposed over what the property could support under a conventional subdivision approach. The proposed density is consistent with the underlying zoning.

4. Curb cut on Westleigh Road – The plan does not propose any increase in curb cuts on Westleigh Road. The existing curb cut will be infilled with vegetation and will be protected by the Conservation Easement that will be extended along Westleigh Road. The proposed curb cut will be shifted west to align with open land on the south side of Westleigh Road, to avoid impacting existing residential homes with headlights from cars exiting the development.

#### **Public Notice**

Public notice of this public hearing was provided in accordance with Code requirements and standard practices throughout the Plan Commission process. Testimony was submitted to the Plan Commission's tentative review process and the plan was modified to address many of the issues raised.

Notice of the Commission's meetings was published in newspapers with local circulation. The agendas for each meeting were posted at five public locations and on the City's website. No correspondence or testimony was received by the Commission during the review of the final plat of subdivision.

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Portions of the following information are repeated in part from a previous staff report for those who may not be familiar with the petition.

#### Description of the Property and Surrounding Area

The property proposed for rezoning and subdivision totals 22.09 acres. It is located on the north side of Westleigh Road, between Stable Lane and Wallace Road. The property is currently developed with one single family home; the remainder of the property is undeveloped and is the location of some environmentally significant and sensitive areas including woodlands, prairie and wetlands. The property has been in the ownership of the Lake Forest Land Foundation since 2008 and was acquired for the purpose of preserving a significant portion of the property as a nature preserve that will be open to the community.

The property is currently zoned R-5 and is bordered to the east and west by residential subdivisions that were developed in the R-4 zoning district. The City Council, based on a recommendation from the Plan Commission, approved first reading of an ordinance rezoning the property to R-4. The North Carroll Meadow Subdivision is located to the west; the Girardi Subdivision and the Grace Cockran Subdivision are located to the east. The lots in these three subdivisions are generally one and a half acres in size, consistent with R-4 zoning.

The Westleigh Farm Subdivision, a 34-lot Planned Preservation Subdivision, is located to the north and north east of the 770 Westleigh Road property. Construction of the infrastructure is underway in this subdivision. The Westleigh Farm Subdivision is a Planned Preservation Subdivision.

Planned Preservation subdivisions must adhere to the allowable density under the applicable zoning district; however, lots may vary in size and other standards may be modified as well.

To the south of the 770 W. Westleigh property, on the south side of Westleigh Road, there is a large residential property, almost five acres, and to the west of that, extensive preserved open land owned by Lake Forest Open Land Foundation and the City. Also on the south side of Westleigh Road, Stable Lane extends to the south, terminating in a cul-de-sac. Lots along the cul-de-sac are one and a half acres and larger.

#### Staff Review of the Proposed Subdivision

As noted above, because this property is located in the HROSPD, the subdivision must be processed as a Planned Preservation Subdivision. This type of subdivision is granted final approval through a Special Use Permit.

#### Density and Lot Size

The subdivision proposes nine single family residential lots ranging in size from .31 to .36 acres. As required by the Code, the petitioner submitted a Conventional Subdivision Plan to demonstrate that a maximum of ten lots could be achieved on the property based on the 60,000 square foot lot size minimum in the R-4 zoning district. Importantly, the conventional plan would require filling of wetlands, removal of trees and other development activity that would not be consistent with the goal of the HROSPD. Instead, a plan with nine smaller lots is presented for consideration taking advantage of the overlay district.

#### Private Road

A single curb cut on Westleigh Road will provide access into the area and as proposed, a single, private road, with no outlet, will serve the nine homes. The Code limits the number of homes on a private road to five. Flexibility, as authorized through the HROSPD is requested to allow nine homes to be served by the private, dead end road. In the past, the Plan Commission has supported an exception of this type subject to a condition that all of the homes be constructed with residential fire sprinkler systems.

As proposed, the existing curb cut from the site on to Westleigh Road will be infilled and the entrance to the subdivision will be located further to the west, away from the existing home on the south side of Westleigh Road, and across from preserved open lands. The proposed location will eliminate the impact of headlights from those leaving the new development on any existing for future homes.

#### Stormwater

Stormwater detention for the development will be provided on the site, on outlots. Maintenance of the detention ponds will be the responsibility of the developer and later, the Homeowners' Association once the homes are occupied. The runoff from the area proposed for development will be captured and directed south, to an existing swale along the north side of Westleigh Road. The development area will not increase runoff toward the homes or yards of properties in the North Carroll Meadow Subdivision.

#### Overall Site Layout

The Lake Forest Land Foundation has been instrumental in other Planned Preservation Subdivisions in the community including the Everett Farm and Middlefork Farm Subdivisions. As noted above, Planned Preservation Subdivisions must not exceed the underlying permitted density, but can be configured to preserve open space by clustering homes on lots that are smaller than would ordinarily be permitted in the zoning district. Although the lots are smaller, the underlying density remains the same.

This subdivision as proposed will preserve 16.92 acres of open space including wetlands, wetland buffer areas, woodlands and restored prairie.

As a condition of final approval, and to assure that the open space is preserved in perpetuity, staff will recommend that once the plat of subdivision is recorded, the Lake Forest Open Land Foundation requests a rezoning of the open space area from R-4 to OA, Open Area.

#### THE CITY OF LAKE FOREST

#### ORDINANCE NO. 2017 -

#### AN ORDINANCE AMENDING THE CITY OF LAKE FOREST ZONING MAP AS AMENDED REZONING A 22-ACRE PARCEL LOCATED ON THE NORTH SIDE OF WESTLEIGH ROAD, BETWEEN STABLE LANE AND WALLACE ROAD, AT 770 W. WESTLEIGH ROAD, FROM R-5, SINGLE FAMILY RESIDENCE DISTRICT, TO R-4, SINGLE FAMILY RESIDENCE DISTRICT.

WHEREAS, Lake Forest Land Foundation, ("Owner") is the owner of certain real

property commonly known as the site of the proposed 770 Westleigh Road

Subdivision and legally described in Exhibit A and depicted in Exhibit B,

attached hereto ("Property"); and

**WHEREAS**, the Property is located in the R-5, Single Family Residence Zoning District; and

WHEREAS, the Owner has petitioned the City to rezone the Property to the R-4 Single Family Residence District in accordance with the provisions of Section 159.044 of The City of Lake Forest Code, as amended; and

WHEREAS, pursuant to public notice duly published, the Plan Commission of The City of Lake Forest ("*Plan Commission*") held a public hearing over the course of three meetings on October 12, 2016, November 9, 2016 and December 14, 2016 to consider the request for a zone change as required by law and hear public testimony on the matter; and

WHEREAS, the Plan Commission, 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:

- Properties in the surrounding areas are zoned R-4. The proposed R-4 zoning for this property is consistent with zoning patterns in the area. The current R-5 zoning, with a minimum 3-acre lot size, varies from the general zoning pattern in this area. Historically, the R-5 District is considered a "holding district" except for properties located close to the City limits. This property is located in the midst of developed areas and not at the edge of the City.
- 2. The proposed R-4 zoning district will allow single family homes at a density that is similar to the density of the surrounding neighborhoods. The uses allowed by the R-4 zoning are consistent with the overall pattern of development in this area.
- 3. The property proposed for development is suitable for development with single family homes at the density permitted by the R-4 zoning district. A significant portion of the property will be preserved as open space in perpetuity. The property is suitable for development with single family homes.
- 4. The surrounding area is developed with residential neighborhoods. Lots in the area are of various shapes and homes are of various sizes. The overall density of development proposed in the 770 Westleigh Road Subdivision will be consistent with the overall density of the surrounding subdivisions. No future development of the preserved areas will be possible. The proposed development represents full buildout of the parcel.
- 5. In recent years, the City has frequently received input that the City has more than an adequate supply of large lots. Under the R-5 District, a subdivision of 3-acre lots could be developed on this site. Feedback received by the City has consistently indicated that smaller lots, developed with new homes, in a unique setting, are of interest to buyers. This type of housing will provide a housing type that is in limited supply in the community.

and recommended that the City Council rezone the Property from R-5, Single Family

Residence District, to R-4, Single Family Residence Zoning District, as hereinafter set

forth; and

WHEREAS, the Mayor and City Council, having considered Owner's application

to rezone the Property and the findings and recommendations of the Plan

Commission, have determined that it is in the best interests of the City and its residents

to rezone the Property from R-5, Single Family Residence District, to R-4 Single Family Residence District;

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

**SECTION 1.** <u>Recitals</u>. The foregoing recitals are hereby incorporated into this Ordinance as the findings of the City Council.

**SECTION 2.** Amendment to The City of Lake Forest Zoning Map. The City of Lake Forest Zoning Map shall be, and is hereby, amended to change the zoning district designation of the Property from R-5, Single Family Residence District, to R-4 Single Family Residence District.

**SECTION 3. Effective Date:** This ordinance shall be in full force and effect from and after its passage, approval, recordation and publication, as provided by law.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

MAYOR

ATTEST:

City Clerk

#### Exhibit A

#### **Legal Description**

#### PARCEL 1

THE WEST 585 FEET OF THE SOUTH 744.62 FEET OF THE SOUTHWEST <sup>1</sup>/<sub>4</sub> OF THE NORTHWEST <sup>1</sup>/<sub>4</sub> OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE 3<sup>RD</sup> PRINCIPAL MERIDIAN, CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS EXCEPT THAT PART THEREOF LYING IN WESTLEIGH ROAD, AS SHOWN ON THE PLAT OF DEDICATION RECORDED JANUARY 10, 1945, AS DOCUMENT 555926

#### PARCEL 2

THAT PART OF GOVERNMENT LOT 1 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 311.70 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF LOT 1, A DISTANCE OF 263,66 FEET; THENCE NORTHEASTERLY 552.35 FEET, MORE OR LESS, TO A POINT ON A LINE PARALLEL WITH AND 860 FEET EAST OF THE WEST LINE OF SAID LOT 1 (AS MEASURED ALONG THEN SOUTH LINE THEREOF) SAID POINT BEING 241.82 FEET SOUTH OF SAID NORTH LINE OF LOT 1; THENCE SOUTH ALONG SAID LINE PARALLEL WITH THE WEST LINE OF LOT 1, A DISTANCE OF 1,078.59 FEET, MORE OR LESS, TO SAID SOUTH LINE OF SAID LOT 1; THENCE WEST ALONG SAID SOUTH LINE OF LOT 1, A DISTANCE OF 864.00 FEET, MORE OR LESS, TO THE SOUTH WEST CORNER OF LOT 1; THENCE NORTH ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 1321 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, EXCEPT THE WEST 585 FEET OF THE SOUTH 744.62 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE 3RD PRINCIPAL MERIDIAN, AND ALSO EXCEPT THAT PART LYING IN WESTLEIGH ROAD, ACCORDING TO THE PLAT OF DEDICATION FOR PUBLIC STREET PURPOSES RECORDED JANUARY 10, 1945 AS DOCUMENT 555926.

#### PARCEL 3

THE EAST 330 FEET OF THE SOUTH 792 FEET OF THE PARCEL DESCRIBED AS THE WEST 860.0 FEET OF GOVERNMENT LOT 1 OF THE NORTHWEST <sup>1</sup>/<sub>4</sub> OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 12 EAT OF THE 3<sup>RD</sup> PRINCIPAL MERIDIAN, EXCEPT THAT PORTION LYING IN LOT 1 OF GRACE C. COCHRAN SUBDIVISION, RECORDED OCTOBER 14, 1953, AS DOCUMENT 805414, ALSO EXCEPT THAT PART THEREOF LYING IN WESTLEIGH ROAD, AS SHOWN ON THE PLAT OF DEDICATION RECORDED JANUARY 10, 1945, AS DOCUMENT 555926, IN LAKE COUNTY, ILLINOIS.

#### PARCEL 4

THE EAST 220 FEET OF THE WEST 370 FEET OF THE SOUTH 1035 FEET OF GOVERNMENT LOT 1 OF THE NORTH WEST <sup>1</sup>/<sub>4</sub> OF SECTION 5 TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE 3<sup>RD</sup> PRINCIPAL MERIDIAN, CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS, EXCEPT THAT PORTION LYING IN LOT 1 OF GRACE C. COCHRAN SUBDIVISION, RECORDED OCTOBER 14, 1953, AS DOCUMENT 805414, AND ALSO EXCEPT THAT PART THEREOF LYING IN WESTLEIGH ROAD, AS SHOWN ON THE PLAT OF DEDICATION RECORDED JANUARY 10, 1945, AS DOCUMENT 555926, LAKE COUNTY, ILLINOIS,

COMMENCING AT THE SOUTHEASTERLY MOST CORNER OF THE ABOVE DESCRIBED PARCEL 1;

THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 4414.55 FEET, SAID LINE BEING THE NORTH RIGHT OF WAY LINE OF WESTLEIGH ROAD AS DEDICATED BY DOCUMENT 555926, A DISTANCE OF 351.61 FEET TO A POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE NORTHERLY ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1340.21 FEET, A DISTANCE OF 179.89 FEET;

THENCE NORTH 73° 33' 05" WEST, A DISTANCE OF 61.54 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 60.00 FEET, A DISTANCE OF 35.97 FEET;

THENCE SOUTH 02° 16' 26" EAST, A DISTANCE OF 77.63 FEET;

THENCE NORTH 88° 37' 14" WEST, A DISTANCE OF 106.60 FEET;

THENCE NORTH 38° 55' 55" WEST, A DISTANCE OF 89.91 FEET;

THENCE NORTH 00° 15' 34" EAST, A DISTANCE OF 114.80 FEET;

THENCE NORTH 31° 03' 00" EAST, A DISTANCE OF 88.37 FEET;

THENCE NORTH 90° 00' 00'' EAST, A DISTANCE OF 114.28 FEET;

THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 46.25 FEET;

THENCE NORTH 45° 00' 00" EAST, A DISTANCE OF 65.41 FEET;

THENCE NORTH 90° 00' 00'' EAST, A DISTANCE OF 225.00 FEET;

THENCE SOUTH 45° 00' 00" EAST, A DISTANCE OF 80.35 FEET;

THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 31.20 FEET;

THENCE SOUTH 66° 35' 53" EAST, A DISTANCE OF 156.70 FEET;

THENCE SOUTH 17° 53' 19" EAST, A DISTANCE OF 104.51 FEET;

THENCE SOUTH 20° 53' 36" WEST, A DISTANCE OF 118.81 FEET;

THENCE SOUTH 58° 33' 18" WEST, A DISTANCE OF 114.38 FEET;

THENCE NORTH 64° 58' 59" WEST, A DISTANCE OF 108.80 FEET;

THENCE SOUTH 25° 01' 01" WEST, A DISTANCE OF 65.40 FEET;

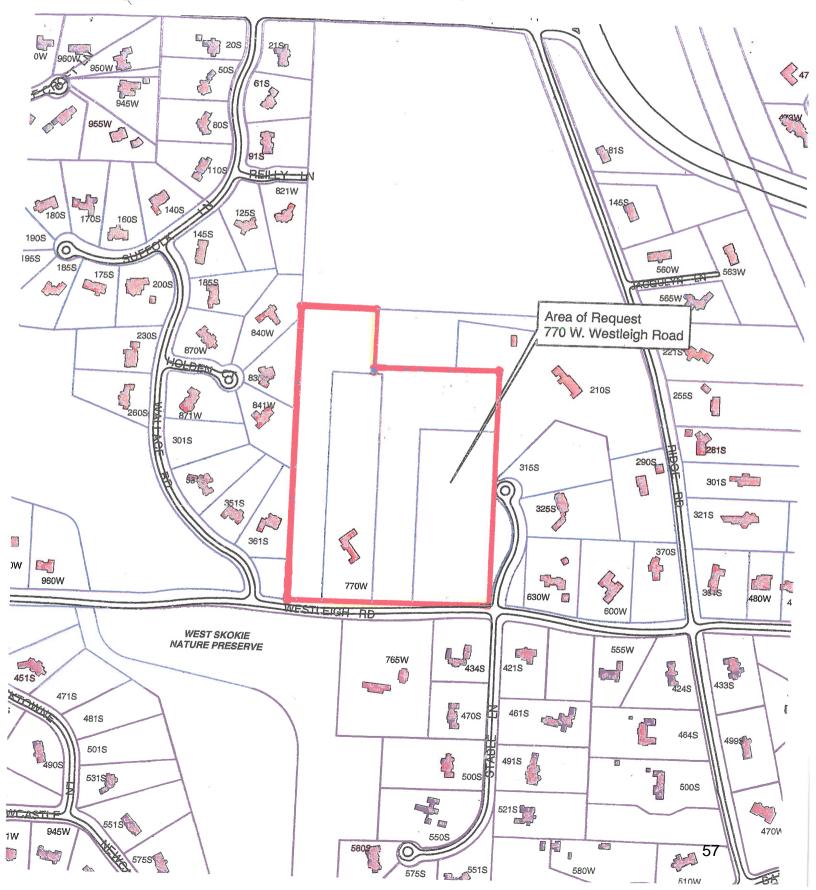
THENCE NORTH 90° 00' 00'' WEST, A DISTANCE OF 97.08 FEET;

THENCE SOUTHERLY ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1274.21 FEET, A DISTANCE OF 51.32 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID WESTLEIGH ROAD;

THENCE WESTERLY ALONG A CURVE, CONCAVE NORTHERLY, SAID CURVE BEING THE NORTH RIGHT OF WAY LINE OF SAID WESTLEIGH ROAD, HAVING A RADIUS OF 4415.55 FEET, A DISTANCE 66.23 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Exhibit B





#### THE CITY OF LAKE FOREST

#### ORDINANCE NO. 2017 -\_\_\_

#### AN ORDINANCE GRANTING FINAL DEVELOPMENT PLAN AND FINAL PLAT APPROVAL FOR A PLANNED PRESERVATION SUBDIVISION UNDER THE SPECIAL USE PROVISIONS OF THE R-4 SINGLE FAMILY RESIDENCE DISTRICT OF THE CITY OF LAKE FOREST ZONING CODE FOR A 22-ACRE PROPERTY LOCATED ON THE NORTH SIDE OF WESTLEIGH ROAD, BETWEEN STABLE LANE AND WALLACE ROAD.

#### 770 W WESTLEIGH ROAD (THE PRESERVE AT WESTLEIGH) PLANNED PRESERVATION SUBDIVISION

**WHEREAS**, The City of Lake Forest ("*City*") is a special charter, home rule municipality existing in accordance with the Illinois Constitution of 1970; and

WHEREAS, pursuant to its home rule powers, Article 5, Section 4 of the City Charter, and various provisions of the Illinois Municipal Code, the City is empowered to formulate rules and regulations to protect the health, safety, and welfare of the City and its residents, including regulations regarding land uses and zoning; and

WHEREAS, pursuant to Section 159.045 (Special Uses) and Section 159.048 (Historic Residential and Open Space Preservation) of the Lake Forest Zoning Code ("Zoning Code"), the City has established provisions for Planned Preservation Subdivisions to "ensure and facilitate the preservation of sites, areas, buildings, structures, landscaping, woods and other natural terrain features, and the character of the surrounding areas which are individually and/or collectively of special historical, architectural, aesthetic, cultural and/or ecological significance...." Said provisions authorize parcels in the R-4 zoning district and in the Historic Residential and Open Space Preservation Overlay

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District meeting the established criteria to be developed as a Planned Preservation Subdivision, a type of planned development that allows for adjustments in development standards typically applicable to a standard subdivision through a Special Use Permit, subject to a determination by the City that specific criteria are satisfied; and

WHEREAS, Lake Forest Land Foundation (the "Owner") is the owner of certain real property commonly known as 770 W. Westleigh Road and the site of the proposed "Preserve at Westleigh" Subdivision and which property is legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (the "**Property**"); and

WHEREAS, Janko Group, LLC (Gary R. and Susan Janko) (the "Developer"), is the contract purchaser of the Property and, with the consent of the Owner, has presented a final development plan to the City as provided in the Special Use regulations pertaining to Planned Preservation Residential Subdivisions in the R-4 District, which final development plan includes a final plat for the Property, all as more fully described in Section 2 of this Ordinance (the "Final Development Plan"); and

WHEREAS, the Plan Commission of the City (i) has determined that the development of the Property as proposed pursuant to the Final Development Plan satisfies the criteria for a Planned Preservation Residential Subdivision, including the provision of significant open space and preservation of wetlands, woodlands and prairie, and (ii) has reviewed and recommended for approval, with conditions, the Final Development Plan and the associated Special Use

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Permit and submitted to the City Council a report of its findings, a copy of which is attached as **Exhibit B**; and

WHEREAS, the Mayor and City Council of The City of Lake Forest have considered the Plan Commission's review and recommendations regarding the Final Development Plan and have determined that the best interest of the City and its residents will be served by approving this Ordinance granting Final Development Plan and final plat approval, subject to the terms and conditions hereinafter set forth; and

## 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 1. Recitals.** The foregoing recitals are by this reference incorporated into and made a part of this Ordinance as if fully set forth and represent the findings of the City Council.

## SECTION 2. Approval of Final Development Plan and Final Plat. The Final

Development Plan for the Property, consisting of the following documents:

- (a) That certain subdivision plat prepared by Bleck Engineering Company, Inc. consisting of two (2) sheets entitled "The Preserve at Westleigh – Final Plat of Subdivision" dated \_\_\_\_\_, 2017, a copy of which is attached as Exhibit C to this Ordinance (the "Final Plat"); and
- (b) That certain engineering plan prepared by Bleck Engineering Company, Inc, consisting of \_\_\_\_\_ sheets entitled 'The Preserve at Westleigh – Final Engineering'' dated , \_\_\_\_\_\_, 2017, a copy of which is attached as Exhibit D to this Ordinance (the "Final Engineering Plans"); and
- (c) That certain Common Area Landscape Plan prepared by Teska, consisting of one (1) sheet entitled "The on Westleigh" dated July 11,

## 2017, a copy of which is attached as **Exhibit E** to this Ordinance (the "**Common Area Landscape Plan**"); and

is hereby approved pursuant to Section 159.048 of the Zoning Code, and the Final Plat is hereby approved pursuant to Section 156.029 of the City's Subdivision Code; provided, however, that such approvals shall be subject to the terms and conditions in Section 3 of this Ordinance and such modifications thereto which are determined by the City to be in substantially the same form as attached.

#### SECTION 3. Conditions on Final Development Plan and Final Plat Approvals.

The Final Development Plan and Final Plat approvals granted pursuant to Section 2 of this Ordinance shall be subject to the following conditions, restrictions, and limitations, and Developer's failure to abide by the provisions of this Section shall be grounds for the City, without public notice or hearing, to adopt an ordinance repealing this Ordinance and the approvals granted pursuant to Section 159.048 of the Zoning Code and Section 156.029 of the Subdivision Code:

- (a) <u>No Authorization for Development Activity</u>. The granting of these Final Development Plan and Final Plat approvals shall not be deemed an authorization for the Developer to commence any development work on the Property, and no development work shall be permitted or otherwise authorized unless and until all necessary permits, authorizations, and approvals customarily required have been secured, including without limitation (i) all necessary permits and approvals from Lake County Stormwater Management, which shall be obtained by the Developer and on file with the City, (ii) satisfaction of all conditions for issuance of a Watershed Development permit for the Property, and (iii) satisfaction of all conditions of this Ordinance.
- (b) <u>House</u>. Consistent with the approved development plan, the existing residence and related hardscape and amenities shall be demolished and removed from the Property, except for those materials intended for reuse as hardscape or landscape amenities on the Property, within 120 days of recording of the plat of subdivision. Prior to the commencement of

demolition activity, all required permits shall be obtained by the Developer and Developer shall submit documentation of utility disconnects and asbestos abatement as determined to be necessary by the City Engineer and Director of Community Development.

- (c) <u>Recordation of the Final Plat</u>. Prior to the recording of the Final Plat, the following conditions shall be met to the satisfaction of the City Engineer and Director of Community Development:
  - i. A Final Plat (the "**Record Final Plat**") shall be submitted that shall be subject to the review and approval of the City Engineer and Director of Community Development for determination of compliance with all applicable requirements. The Record Final Plat shall include without limitation notes and modifications (all of which shall be in a form acceptable to the City) that address the following:
    - No further subdivision of the open space areas is permitted.
    - A Conservation Easement must be established the full length of Westleigh Road, except for the area where the curb cut is located with appropriate clearance for sightlines as required by the City Engineer. The Conservation Area must be a minimum depth of 50 feet except for the area which is immediately adjacent to Lots 7, 8 and 9, and Outlot D, in which case the Conservation Easement shall extend to the south property lines of those lots.
    - The Conservation Easement shall be maintained as a vegetative buffer to preserve the natural streetscape of Westleigh Road. Any removals within the Conservation Area are subject to review and approval by the City along with a plan and timeline for replacement plantings to achieve a density and diversity of plantings that are consistent with the existing streetscape.
    - A landscape buffer area shall be delineated on the plat to provide for year round, ongoing screening between the trail and the nearest homes located to the west of the property. The note shall state that the plantings in the landscape buffer area must be maintained and replaced as necessary as part of the ongoing care of the nature preserve area.
    - The Homeowners' Association is responsible for all ongoing maintenance of all private infrastructure including, but not limited to all aspects of the storm sewer system, the road and the common area.
    - The party responsible for maintaining the nature preserve in perpetuity shall be stated on the plat.
    - All new homes shall be equipped with residential sprinkler systems for fire protection.
  - iii. All required financial guarantees (including guarantees for completion of the infrastructure, plantings, and relocation or

replication of the stable and lodge structures, but excluding guarantees required based upon the Final Landscape Plan) and all other fees including, but not limited to City impact fees, connection fees and legal fees, shall be paid to the City with the exception of impact fees in support of Districts 67 and 115, which shall be paid directly to the School Districts prior to the issuance of building permits for each lot.

- (c) <u>Commencement of Construction</u>. Prior to commencement of any construction activity on the Property, the following conditions shall be met to the satisfaction of the City Engineer and Director of Community Development:
  - i. Developer shall secure all necessary approvals from outside agencies, and proof of such approvals reasonably satisfactory to the City Engineer shall be delivered to the City.
  - ii. The Final Engineering Plans as approved by this Ordinance shall be subject to modification based upon final approvals by outside agencies, the conditions in this Ordinance, and conformity with the Final Landscape Plan, as well as all required final engineering related documents. Such modifications shall be submitted and will be subject to a determination by the City Engineer that all applicable requirements are satisfied, including the conditions below, and will hereinafter be referred to as the "**Final Development Engineering Plans**."
    - The engineering plans shall reflect the preservation of the existing topography to the extent possible with any grade changes kept to the minimum necessary to meet good engineering practices.
    - The radii of cul-de-sacs and any parking proposed in the islands of the cul-de-sacs shall be subject to review and approval by the City Engineer and the Fire Chief.
  - iii. A Subdivision Agreement in form and substance that is acceptable to the City Engineer and Director of Community Development shall be executed and delivered to the City.
  - iv. A staging, materials storage and construction vehicle parking plan in form and substance that is reasonably acceptable to the City Engineer and Director of Community Development shall be submitted for the purpose of minimizing congestion on public streets and impacts on neighboring properties.
  - v. A detailed tree removal plan, clearly labeled with tree numbers to match the tree survey, must be submitted and will be subject to review by the City Arborist to verify that the proposed removals are

necessitated by and consistent with the Final Development Engineering Plans and Common Area Landscape Plan. Upon approval by the City Arborist, trees approved for removal shall be clearly ribboned on the Property to allow verification of consistency with the approved tree removal plan prior to removal.

- vi. A pre-construction meeting is held with the developer, contractors and City staff for the purpose of reviewing the sequencing of work, permitted work hours, inspection requirements, submittal of reports and other topics as determined to be necessary by the City Engineer and Director of Community Development.
- (d) <u>During Construction</u>. For the duration of construction activity on the *Property*, the following conditions shall be met to the satisfaction of the City Engineer and Director of Community Development:
  - i. All trees and preserved open areas designated for preservation shall be protected with chain link fencing during the entire construction process unless otherwise approved in writing by the City Engineer or Director of Community Development.
  - ii. All construction and development work shall be undertaken and completed in accordance with the Final Development Engineering Plans and the Final Landscape Plan, the terms and provisions of this Ordinance, the Subdivision Agreement, and all applicable requirements of law.
  - v. Inch for inch replacement shall be required for trees removed from the Property consistent with the City Code.
- (e) <u>Issuance of Building Permits for Homes.</u> Prior to the issuance of building permits for new homes, the following conditions shall be met to the satisfaction of the Director of Community Development.
  - i. Infrastructure and utilities, as determined by the City Engineer to be necessary, shall be completed to support home building activities, provide safe ingress and egress, and to allow emergency access to the site if necessary.
  - ii. Review of architectural plans and other appropriate documents by the Building Review Board shall be completed and all necessary approvals obtained.
  - iii. Documentation shall be presented to the City confirming payment of the applicable impact fees to School Districts 67 and 115 based

on the proposed home to be constructed on the lot for which a building permit is sought.

- (e) <u>Certificate of Occupancy</u>. Prior to issuance of a Certificate of Occupancy, conditional or full, the following conditions shall be met to the satisfaction of the City Engineer and Director of Community Development:
  - i. Residential sprinkler systems shall be installed, subject to approval by the City, in the unit(s) for which a Certificate of Occupancy is requested.
  - ii. The Declaration of Covenants, subject to the approval of the City, shall be recorded and a copy of the recorded documents shall be provided to the City prior to the issuance of the first Certificate of Occupancy. The Declaration of Covenants shall clearly state that the Homeowners' Association is responsible for the ongoing maintenance of the stormwater detention pond, all stormwater conveyance pipes, structures and swales; the wetlands, roads, walking paths, open space and amenity structures.
- (f) <u>General Conditions</u>. On an ongoing basis, the following conditions shall be met to the satisfaction of the City Engineer and Director of Community Development:
  - i. All Outlots shall remain in use as common space for the benefit of the homeowners in The Preserve at Westleigh Subdivision. No further subdivision of the outlots is permitted. Such restriction shall be further stated in the Declaration of Covenants.
  - ii. After City acceptance of The Preserve at Westleigh Subdivision improvements, a two-year guarantee period shall commence for all accepted improvements.
  - iii. After City approval of infrastructure improvements in the subdivision, a five-year landscape maintenance guarantee period shall commence. The City Arborist shall conduct inspections twice a year, spring and fall, to verify compliance with the Final Landscape Plan. If so directed by the City, plant materials that are dead or failing to thrive shall be replaced consistent with the approved plan. If appropriate, additional plant material may be required to fill gaps or otherwise achieve the intent of the approved plan. As determined to be appropriate by the City Arborist, substitutions may be made in lieu of approved plant materials. Following such five-year period, the landscape guaranty security shall be returned to the Developer in accordance with the Subdivision Agreement, but the City shall have the ongoing right to

periodically inspect the landscaping on the Property and to require the Homeowners' Association to replace any dead, diseased, or dying plants required under the Final Landscape Plan (subject to such plant substitutions as may be appropriate in accordance with good arboricultural standards).

iv. Temporary marketing signage shall be subject to review and approval by the City in accordance with applicable Code provisions and processes. Such marketing signage shall be removed in accordance with the City Code and the approvals granted for such signage.

SECTION 4. Failure to Comply with Conditions. Upon the failure or refusal of the Developer to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approvals granted in Section 2 of this Ordinance may, in 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, except as otherwise provided in this Ordinance, no such revocation ordinance shall be considered unless (i) the City has first notified the Developer of the Property and (ii) the Developer has failed to cure any violative condition within 30 days (unless such violative condition requires more than 30 days and the Developer timely commences corrective action and continuously prosecute such corrective action without interruption until completion). In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the R-4 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 Developer acknowledges 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.

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**SECTION 5.** Amendment to Ordinance. Except to the extent expressly provided in this Ordinance, any amendments to the terms, conditions, or provisions of this Ordinance that may be requested by the Developer 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 159.045 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 6.** Binding Effect. Except as otherwise expressly provided in this Ordinance, 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 Developer (or a subsequent purchaser solely upon the execution of a transfer assumption agreement in form and substance satisfactory to the City Manager), as well as any transferees of the Developer either (i) duly approved by the City pursuant to a transferee assumption agreement in a form to be established in the subdivision and development agreement, or (ii) resulting from the transfer of an individual dwelling unit following issuance of a certificate of occupancy for such unit. 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 (iii) Developer acquires the Property from Owner, and (iv) Developer files with the City its unconditional agreement and consent, in the form attached hereto as **Exhibit F** and by this reference incorporated herein and made a part hereof; provided further that, if Developer does not so file its unconditional agreement and consent within 60 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.

**SECTION 7. 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.

10

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

Mayor

City Clerk

#### EXHIBIT B

#### Findings of Fact

- 1. The proposed subdivision will not endanger public health, safety, or the general welfare of the community. Instead, the development will preserve open land, wetlands, woodlands and prairie on the site and provide an alternative to acre and a half lots to meet an unmet demand in the community.
- 2. The proposed development has gone through an extensive public review process and all appropriate technical studies have been completed. A conventional subdivision plan prepared by the petitioner demonstrated that the proposed number of units could reasonably be developed on the site under the R-4 zoning regulations. Based on the work and discussion that has occurred, modifications were made to the original plan and numerous conditions of approval are established to assure that the development will be consistent with the quality, character and property values in the surrounding neighborhoods and overall community.
- 3. The development is permitted through a Special Use Permit in the R-4 zoning district as a Planned Preservation Subdivision as authorized by the Historic Residential and Open Space Overlay District in which the property is located. The Final Development Plan Ordinance serves as the authorizing document for the Special Use Permit.
- 4. The proposed subdivision will not impede orderly development of surrounding properties and provides the opportunity for shared amenities including the Reilly pond and walking paths. Storm drainage through the property will be maintained and supported by enhancements to the existing conditions.
- 5. Adequate utilities and drainage facilities exist or will be constructed as part of the development. In particular, infrastructure has been designed to comport with the natural character of the site.
- 6. The proposed subdivision will not result in a significant diminution of the value of surrounding properties and is instead expected to have a beneficial effect over and above that which would result should the future of the property remain uncertain.

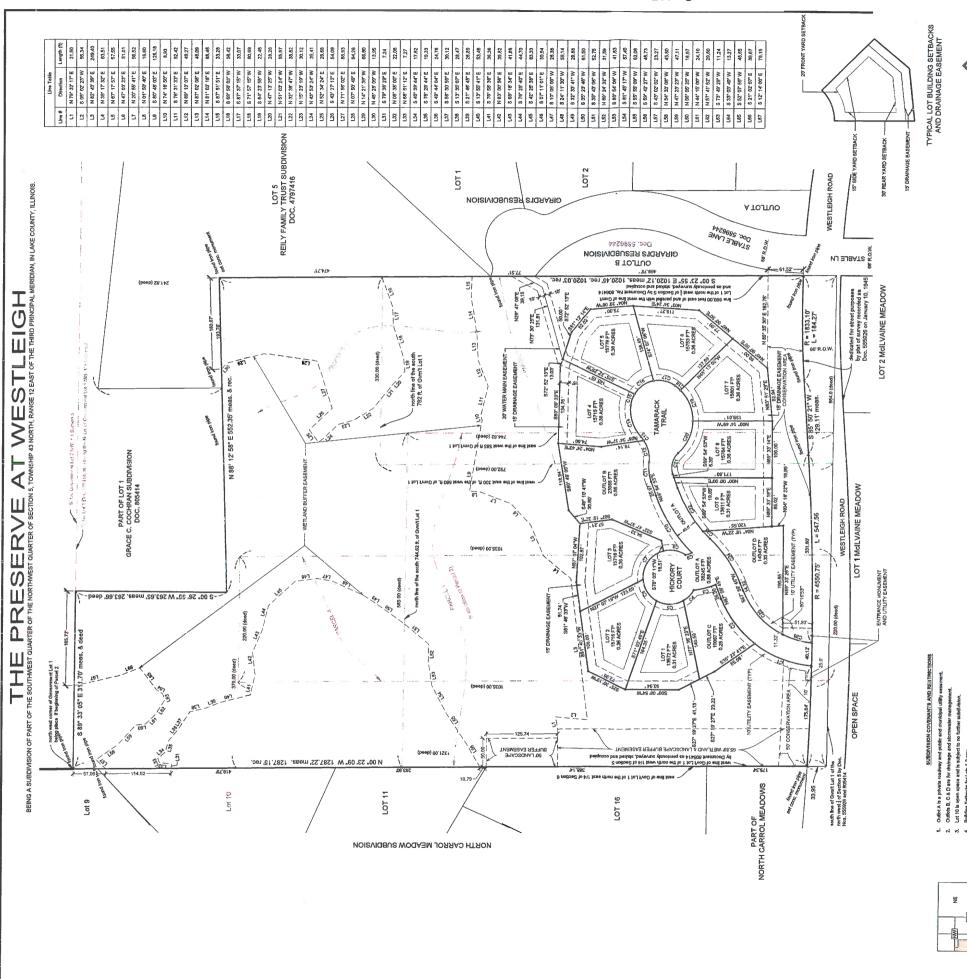


EXHIBIT C

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						Prepared In: JANKO ROCAP 1181 Lank Cook Fand Devriak, IL 90015				JUNE 30, 2017			BLECK		engineers   surveyors		Bleck Energenering Commons Inc.	1375 North Western Avenue 1375 North Western Avenue Lake Forest, Illinois 60045 T 847.295,3001 F 847.295,7061	www.bleckeng.com	
	Curve Table	e # Length Radius Dalla Chord Direction Chord anoth	48.88 S35" 28' 40"E	39,56 49.00 46,26 S12* 05* 30°W	12.84 76.00 9.68 \$40° 03' 27'W	59.59 75.00 44.92 S67* 21* 27*W	0 83.72 76.00 48.04 N66* 09 42"W 61.87	1 40.09 34.99 55.65 N75° 57 59°W 37.94	2 88.80 230.00 22.12 S58° 57 32"W 88.25	3 17.99 230.00 4.48 845° 39′ 38″W 17,99	4 94.38 220.00 24.58 S55* 42' 23"W 93.65	5 108.70 147.00 41.59 \$47' 12' 09'W 104.37	6 53.95 146.58 21.09 815° 53° 41°W 53.65							
	Curve Table	Curve # Length Radius Delia Chord Direction Chord Length Curve #	C1 108.63 186.87 33.37 N20*58'53'E 107.30 C	C2 89.00 187.00 30.33 N52* 49 45"E 97.85 C17	C3 39.76 130.00 17.53 N14* 16"21"W 39.61 C18	C4 26.11 47.50 31.49 N45*58'45"W 25.78 C15	C5 49.14 47.50 59.27 N0* 35' 44"W 45,98 C20	46.26 47,50 55.80	C7 56.56 47.50 80.41 S54*57 24*E 61.32 C22	40.67	C9 11.41 30.46 21.47 S19* 45' 22"E 11.35 C24	C10 119.36 270.00 25.33 N57" 21" 21"E 118.39 C25	C11 34.14 74.00 28.43 N83* 14' 09'E 33.84 C26	C12 40.77 57.00 40.88 N76" 02" 11"E 39.91	C13 8.51 57.00 8.55 N51*16'13*E 8.50	C14 59.89 70.00 49.10 N71* 30 26°E 58.17	C15 20.54 49.00 24.02 S71*55*51*E 20.39			
4. Building Setbacks for Lots 1-9 are:	Front Yand 20 feet	Maar Targ 30 feat	<ol> <li>A Contract-ration Attest is hereby established the full knyth of Westfeigh Road, except for the area where the curb cut is located with appropriate clearance for skohtfenes as neutrined by the CAN Ferninese. The Concentration</li> </ol>	Area shall be a minimum depth of 50 feet except for the area which its immortant on or conservation and Outlot D, in which taste the Constraints Farameter Area available the Area and area area for 12, 2, 3, 8 and 8,	<ol><li>The Correstvation Area shall be maintained as a vegetative buffer to preserve the matural streetscate of</li></ol>	Westfeigh Road. Any removals within the Conservation Anea are aubject to review and approval by the City along with a plan and fimeline for replacement plantings to achieve a donairy and churdrow that have not	consistent with the existing streetscepe.			<ol> <li>The Promeowners' Association extablished in the Declaration for the property is responsible for all ontering and the property is responsed to all private infrastructure including, but not it maked to all appends of the static server, where we are an iteration.</li> </ol>	road and the common area.	<ol> <li>Inservatives: Association established in the Declaration for the property is responsible for maintaining, reparing and replacing the split rail fence on Let 10, along Westhich Read.</li> </ol>	10. Lake Forest Open Lands Association shall be responsible for maintaining the nature preserve on Lot 10 in		÷ \$	14. receive to versating and weekand Buffer Restrictive Covenant for Weitland Buffer Easement provisions on Let 10 recorded as a separate document.	13. Refer to Homeowner's Association Declaration for Entrance Monument Easement previations.			
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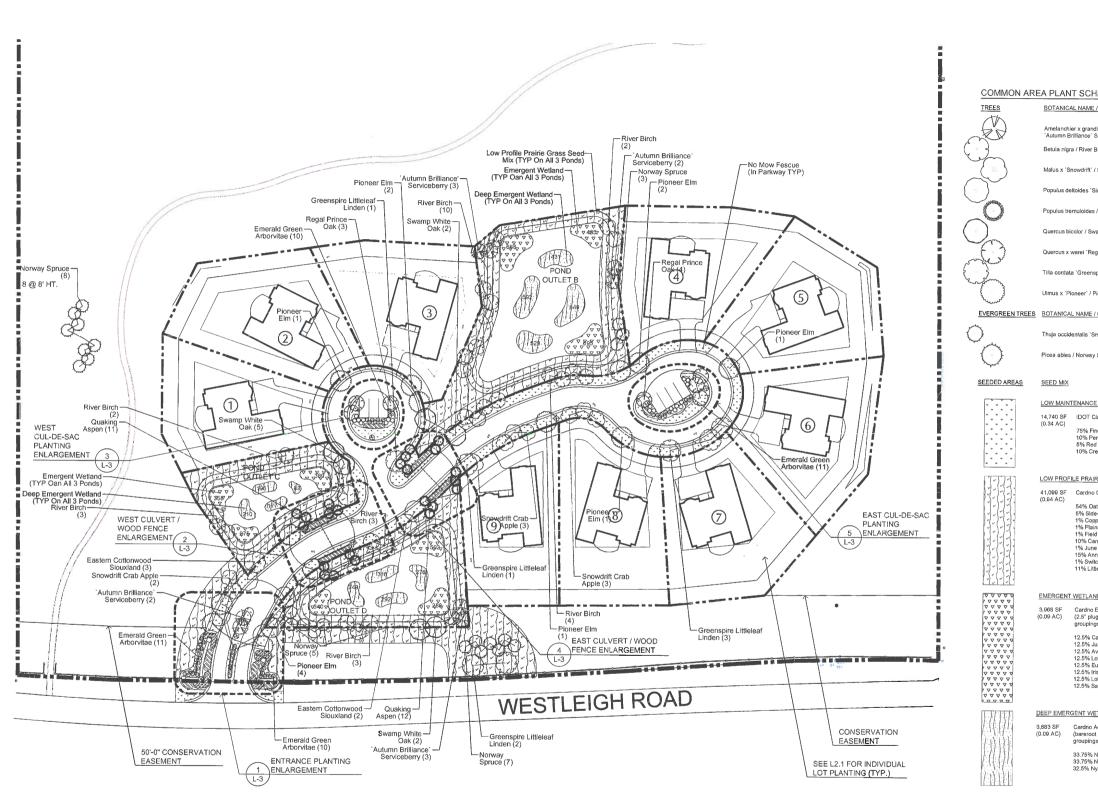
SW

11/4 NW 1/4 SEC WINSHIP 43 NOI NGE 12 EAST

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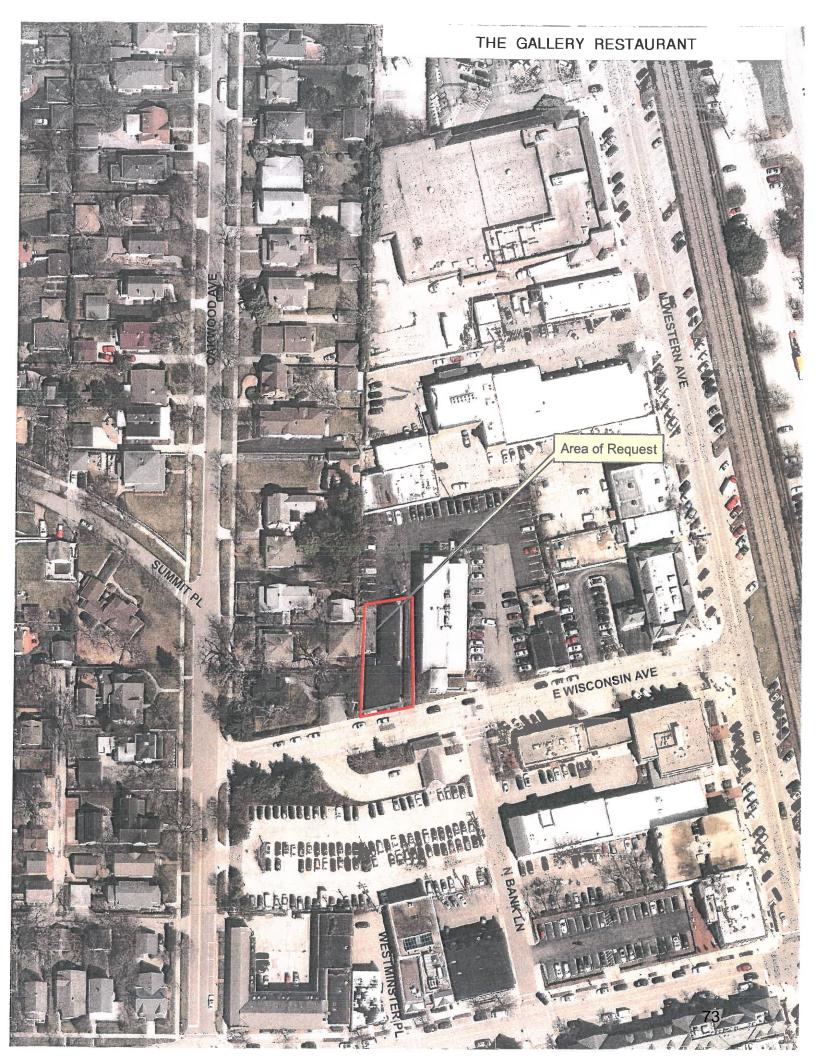
#### COMMON AREA LANDSCAPE PLAN

#### EXHIBIT E

CHEDULE		
ME / COMMON NAME	CONT	QTY
randifiora `Autumn Brilliance` / xe` Serviceberry	3" cal.	10
ver Birch	12' ht	27
ift` / Snowdrift Crab Apple	12' ht	8
s "Siouxland" / Eastern Cottonwood Siouxland	3" cal.	5
des / Quaking Aspen	2.5" cal.	23
Swamp White Oak	3" cal.	9
`Regal Prince` / Regal Prince Oak	3" cal.	7
enspire` / Greenspire Littleleaf Linden	3" cal.	7
` / Pioneer Elm	3" cal.	12
AE / COMMON NAME	CONT	QTY
a `Smaragd` / Emerald Green Arborvitae	6' ht	42
way Spruc <b>e</b>	8' ht	23
	QTY	
	<u>un</u>	
NCE LAWN SEED MIX		
T Class 1B Low Maintenance Lawn Mixture	200 lbs / AC	<u>}.</u>
l Fine Leaf Turf-Type Fescue ⊳Perennial Ryegrass Red Top Creeping Red Fescue	51 lbs. 6.8 lbs. 3.4 lbs. 6.8 lbs.	
	68 lbs.	
RAIRIE GRASSES SEED MIX		
dno Custom Mixture	42 lbs / AC	
o Cats Side-cats Grama Side-cats Grama Paline Oval Sedge Paline Oval Sedge Canada Wild Rye Lune Grass Munch Grass Switch Grass Little Bluestem	42.057.40 21.30 lbs. 2.00 lbs. 0.40 lbs. 0.40 lbs. 0.40 lbs. 4.00 lbs. 0.40 lbs. 5.90 lbs. 0.40 lbs. 4.30 lbs.	
	39.50 lbs.	
LAND Ino Emergent Wetland Plugs plugs planted at 12° O.C. in natural pings in 0°-18° water)	Based on 50 plugs/flat	
% Carex lacustris / Common Lake Sedge % Juncus effuses / Common Rush % Avena sativa / Common Oat % Lolium multiflorum / Annual Rye % Lobuchium maculatum / Spotted Joe Pye Weed % Int svirginca / Blue Flag % Lobelia cardinalis / Cardinal Flower % Sagittaria latifolia / Common Arrowheed	10 flats 10 flats 10 flats 10 flats 10 flats 10 flats 10 flats 10 flats 10 flats 10 flats	
WETLAND		
no Aquatic Plugs root plugs planted at 12" O.C. in natural pings in 18"-36" water)	Based on 50 plugs/flat	
i% Nelumbo lutea / Lotus i% Nuphar advena / Yellow Pond Lily % Nymphaea odorata / White Water Lily	27 flats 27 flats 26 flats	
	4,000 plugs	



Due to the volume and repetitive nature of the materials, Exhibits A, D and F are not included in the Council packet but are available for review in the Community Development Department.





### PLAN COMMISSION REPORT AND RECOMMENDATION

TO:Honorable Mayor Lansing and Members of the CouncilDATE:August 9, 2017FROM:Chairman Ley and members of the Plan CommissionSUBJECT:Special Use Permit – The Gallery – Art Gallery and Restaurant

#### **Property Owner**

Amador Vazquez 414 Evergreen Road Waukegan, IL 60085 <u>Property Location</u> 202 Wisconsin Avenue Zoning District B-3, Traditional Business District

#### Applicant – Business Owner

Cecilia Lanyon 908 Oakwood Avenue Lake Forest, IL 60045

#### **Description of the Request and Background**

This is a request for a Special Use Permit to authorize a new restaurant to operate in an existing one-story building at 202 E. Wisconsin Avenue. The proposed restaurant will operate in conjunction with the established business located in the space. The established business, The Gallery, was opened earlier this year by Ms. Lanyon and her business partner, Dominic Zumpano as a creative space for independent artists and arts organizations to display artwork and host art openings. The original intent was to operate an art gallery and to offer light food and drink during show openings, on a limited basis. In March, 2017, the City Council approved a BYOB liquor license for The Gallery.

In just a few short months, The Gallery has become a popular place for artists and a venue for small, casual gatherings of various types. In response to interest from patrons, the business began to offer food on a more regular basis and has gradually transitioned to a restaurant use. After becoming aware of the changes occurring in the business and after hearing some concerns from neighboring property owners, City staff met with the business owners to discuss their plans for the future. As a follow up to the meeting, the business owners decided that given the success of the business to date, they wanted to formally seek approval to operate a restaurant in conjunction with the art gallery.

Restaurants located within 150 feet of residentially zoned property must be approved through the Special Use Permit process. The property at 202 Wisconsin Avenue is located immediately adjacent to residentially zoned properties to the west which are developed with single family homes, detached garages and backyards. Three homes in particular are positioned to be most impacted by restaurant activity.

To the east, north and south, the 202 Wisconsin Avenue property is adjacent to property zoned for commercial use in the B-3, Traditional Business District. A private parking lot, belonging to

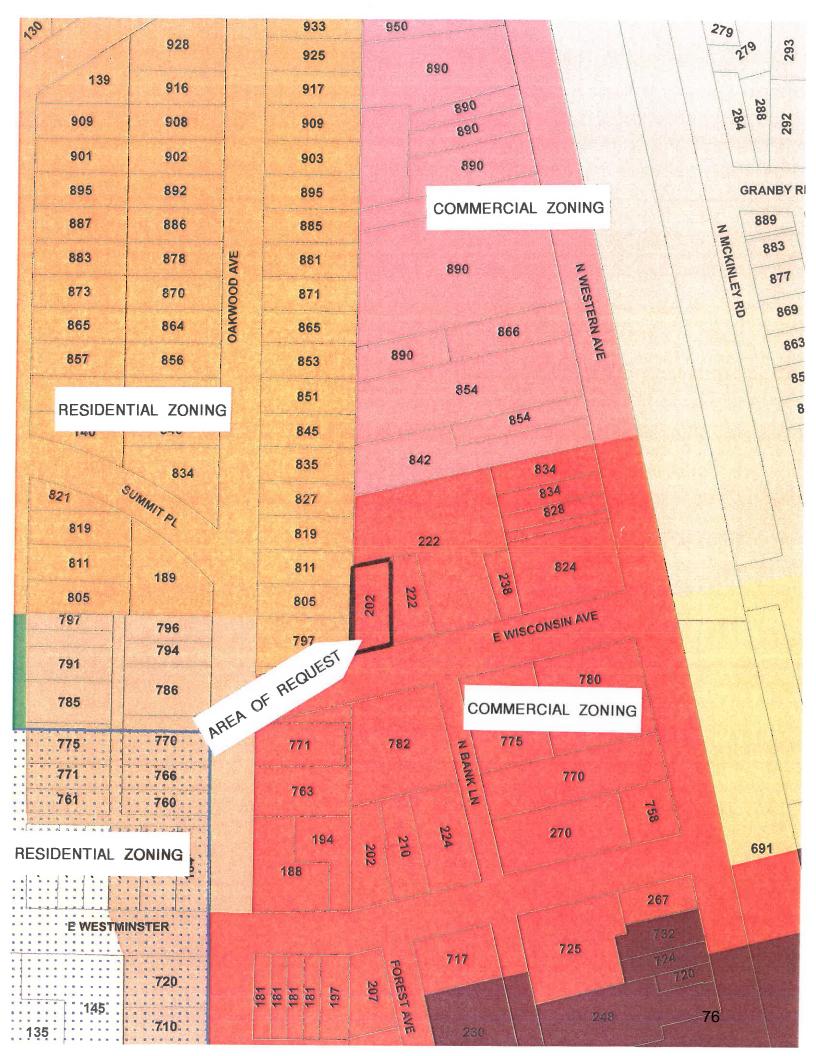
the neighboring property owner, abuts the property to the north and an access driveway to the parking lot is located immediately to the east. The 202 Wisconsin Avenue property fronts on Wisconsin Avenue and is located across the street from the Lake Forest Bank and Trust drive-thru facility and the public parking lot located further to the south.

#### Public Notice and Correspondence

Public notice of this hearing was published in a newspaper of local circulation and was mailed by the City to residents in the surrounding area. The agenda for this meeting was posted at five public locations and on the City's website. The City received phone calls from some residents in the area expressing concern about the impacts from outdoor dining on the patio on the backyards of homes in the immediate vicinity of the proposed restaurant and on the private areas of the homes. Several letters of support for the restaurant were received from patrons of the art gallery and from prospective patrons of the restaurant. The letters noted in particular that a small, casual restaurant would be welcome in the Central Business District. The letters and e-mails received were provided to the Commission and made available in the Council's drop box.

#### **Staff Recommendation**

The Commission is charged with balancing the concerns and interests of the immediate neighbors with those of the larger community. The Commission voted 5 to 0 to recommend approval of a Special Use Permit to allow a restaurant to operate at 202 Wisconsin Avenue in conjunction with the existing art gallery subject to conditions of approval as detailed in the Special Use Permit Ordinance. The recommendation is based on the findings attached as an exhibit to the Special Use Permit Ordinance.



### THE CITY OF LAKE FOREST

### ORDINANCE No. 2017 -

#### AN ORDINANCE AUTHORIZING A SPECIAL USE PERMIT TO ALLOW THE GALLERY RESTAURANT TO OPERATE WITHIN 150 FEET OF A RESIDENTIAL ZONING DISTRICT.

**WHEREAS**, Cecilia Lanyon, business owner, ("**Owner**") has filed a petition requesting approval of a Special Use Permit to authorize a restaurant use within 150 feet of a residential zoning district; and

**WHEREAS**, the Owner currently operates an art gallery at 202 Wisconsin Avenue, (the "Property") which is legally described in Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, the Owner desires to expand the use of the Property to include a restaurant that will operate in combination with the art gallery; and

**WHEREAS**, the proposed restaurant is intended to offer a casual dining experience to residents in the nearby neighborhood, to Central Business District employees and to visitors consistent with the goals identified in the City's Strategic Plan; and

**WHEREAS**, the proposed restaurant is a small scale venue located near public parking and within walking distance of many residences and businesses offering the opportunity to add to the vitality of the Central Business District; and

**WHEREAS**, the Petition was filed in accordance with the regulations of Sections 159.045, Special Uses, and 159.112, B-3 Traditional Business District, of the Lake Forest Zoning Code; and

WHEREAS, the City of Lake Forest Plan Commission held a public hearing to consider the request and, after hearing a presentation from the petitioner, listening to public testimony in support of the petition and after deliberation, voted 5 to 0 to recommend approval of the request subject to conditions of approval 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 B and;

**WHEREAS**, the City Council concurs with the findings of the Plan Commission and, subject to the terms and conditions herein set forth, finds and determines that it is in the best interests of the City and its residents to approve the Petition as set forth in the Ordinance.

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

**SECTION 1.** <u>Recitals.</u> The foregoing recitals are incorporated into this Ordinance as if fully set forth.

**SECTION 2. Approval.** A Special Use Permit, as authorized and required by Sections 159.045, Special Uses and 159.112, B-3 Traditional Business District, of the City of Lake Forest Code, is hereby granted approving a restaurant use, The Gallery Restaurant, at 202 E. Wisconsin Avenue, within 150 feet of a residential zoning district. The approval is subject to the following conditions of approval:

### a. Parking.

- 1. Employees must park in public parking lots located throughout the Central Business District. No on street parking by employees is permitted.
- 2. Customer parking on residential streets is prohibited.
- 3. The business owner is responsible for advising employees and patrons of permitted parking areas and for assuring compliance with the conditions of approval.

### b. General.

- 4. No cooking exhaust hood is permitted. If changes in the restaurant offerings are proposed in a manner that would require an exhaust hood, consideration of an amendment to the Special Use Permit is required to provide for the opportunity to assess impacts on the neighboring residential properties.
- 5. No outdoor speakers of any type are permitted on the exterior of the building and no amplified music or sound is permitted in the building if any windows or doors are open.
- 6. Given the small size of the building and property, attendance at special events shall not exceed 60 people at any one time for the total property.
- 7. All egress and other life safety requirements shall be met to the satisfaction of the Director of Community Development and Fire Chief.
- 8. The source of light for all exterior lighting shall be shielded from view from off of the property. All exterior lights shall be directed downward to mitigate off site impacts. A permit must be obtained prior to the installation of any new exterior lighting.
- 9. Deliveries shall be made only between the hours of 9 a.m. and 5 p.m.
- 10. Trash and recycling containers for food waste of any type shall not be located within 20 feet of a residential property line and shall be located within enclosures consistent with the requirements of the Code.

**SECTION 3.** Amendment to Ordinance. Any amendments to the terms, conditions, or provisions of this Ordinance that may be requested 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 159.045 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 4. 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 owners, 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 the Owner files with the City their unconditional agreement and consent, in the form attached hereto as Exhibit C and by this reference incorporated herein and made a part hereof; provided further that, if the Owner does not so file their 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. Following receipt of the unconditional agreement and consent, the City Clerk shall cause a certified copy of this Ordinance to be recorded in the Office of the Lake County Recorder.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

MAYOR

ATTEST:

City Clerk

### EXHIBIT B Findings of Fact

#### Performance Standards for Restaurants - Chapter 159.112, B-3 Traditional Business District

#### Performance Standard - Availability of parking

The proposed restaurant is located in the Central Business District with public parking lots and on street parking within easy walking distance. The 202 Wisconsin Avenue parcel does not offer any on site parking. Historically, the businesses in this space have been adequately served by the nearby public parking. As with all businesses in the Central Business District, employee parking is not permitted on the streets. Street parking is intended for *customers* of businesses in the District.

The restaurant as proposed would accommodate up to 35 people for indoor dining. For special events, the capacity at any one time would generally not exceed 60 people. During the evenings and on weekends, nearby public parking lots located within a half block to two blocks of the business offer adequate parking spaces in conjunction with on street parking. Given the location of the business near residential neighborhoods and other businesses, it is reasonable to anticipate that some people may walk to the restaurant. The maximum number of employees on site at any time is not expected to exceed five.

Customer or employee parking on nearby residential streets should be prohibited to assure that the streets remain passable and safe for pedestrians and vehicles and to preserve the residential character of the neighborhood.

#### Performance Standard – Building Review Board Approval

The restaurant is proposed in an existing building. No work is proposed that would require review by the Building Review Board.

#### Performance Standard – Issuance of a Liquor License

The City's Liquor Commissioner, the Mayor, has jurisdiction over issuing liquor licenses and makes recommendations on applications for liquor licenses to the full City Council. As noted above, in March, 2017, the City Council granted a liquor license to The Gallery to allow patrons to bring in their own alcohol.

If in the future, the sale of alcohol in the restaurant is proposed, the business owners will need to apply for a different class of liquor license. The sale of alcohol is not regulated by a Special Use Permit but rather, by the terms of the liquor license.

#### Performance Standard - Ventilation Systems

The City Code requires the installation of high quality air filtration systems and ventilation systems for all restaurants that have hood and exhaust systems. The owners of The Gallery have stated that minimal cooking occurs on the site and no food preparation occurs that requires a hood system or exhaust of cooking odors to the outdoors. All food is heated with electrical appliances only. The lack of an exhaust system minimizes impacts from the proposed restaurant on neighboring properties. In the past, odors from exhaust systems for restaurants located near residential homes have been a source of complaints and conflicts.

The Special Use Permit, if granted should specify that no cooking system that requires a hood and exhaust system may be installed without reconsideration of the Special Use Permit due to potential impacts on the surrounding residential properties.

#### Performance Standard – Amplified Sound

The Code does not permit amplified sound. This includes temporary and permanent speakers. No exterior speakers are proposed.

#### Performance Standard – Schedules for deliveries and trash pickup

The petitioners state that most of the deliveries come by UPS or U.S. Mail. A single vendor delivers to the restaurant a few times a week, mid-day. The deliveries are made through the front door.

Due to the nature of the restaurant, there is little food waste and no grease disposal area is necessary. The Gallery shares dumpsters with the neighboring property, 222 Wisconsin Avenue, and the dumpsters are located on the neighboring property. The dumpsters are located adjacent to the driveway for the 222 Wisconsin Avenue property, and away from the property line that is shared with the homes to the west.

#### Performance Standard – Minimizing impacts on single family homes: light, noise, traffic

The greatest potential for impact on the neighboring homes appears to be use of the outdoor patio. For now, the business owners do not intend to use the outdoor patio given improvements that are needed and due to the time of year. The petitioners stated their desire to operate the restaurant over the next several months assuming approval of the Special Use Permit and then decide next spring, based on activity levels and customer interest, whether or not to invest in improvements to the patio and decide whether to seek an amendment to the Special Use Permit to allow dining on the patio.

The amount of traffic generated by the proposed restaurant is minimal. As noted above, parking for employees and patrons should occur in the Central Business District, not in the residential neighborhood.

#### Criteria for Special Use Permits - Chapter 159.045, Special Uses

# Special Use Permit Criteria #1: The establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

The proposed restaurant and in particular, its limited size, is compatible with other uses in the Central Business District and is not unlike other uses that are located in proximity to residential neighborhoods that border the City's Central Business District. In general, businesses and residences have co-existed in this area for many years. Issues do come up at various locations from time to time and efforts are made to resolve them by working with all parties.

This Special Use Permit provides the opportunity to establish operating parameters for the restaurant in an effort to balance the interests of the neighboring residents, patrons and the business owners. The establishment of a restaurant in conjunction with the existing art gallery, in full compliance with all applicable egress and life safety requirements, will not be detrimental to or endanger public health, safety, morals, comfort or general welfare.

<u>Special Use Permit Criteria #2</u>: The special 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 and impair property values within the neighborhood.

The proposed restaurant use is generally consistent with the type of uses that have existed at this location and in this general area in the past. The petitioners propose to operate the restaurant Tuesday through Saturday. On Tuesdays and Wednesdays, the restaurant hours as proposed will be from 4 p.m. to 9 p.m. On Thursdays, Fridays and Saturdays, the restaurant hours as proposed will be from noon until 9 p.m. Although a Special Use Permit need not set specific hours of operation for a restaurant, establishing some parameters is reasonable.

The proposed restaurant, if operated consistent with the recommended conditions of approval, will not be injurious to the use and enjoyment of properties in the immediate area. The proposed restaurant will provide an amenity, within walking distance of surrounding neighborhoods, and will add to the options and vitality in the City's Central Business District. Consistently, resident surveys have indicated an interest in bringing more restaurants and unique businesses into the community. In addition, the recent community strategic planning exercise placed a high priority on encouraging new businesses in an effort to support the long term health of the City's business districts, to bring activity into the City's core and to support property values throughout the community.

Special Use Permit Criteria #3: The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. In business districts, the special use will not negatively affect the overall character of the area or detract from the primary retail nature of the district.

The surrounding area is already developed. The proposed restaurant responds to requests for additional casual dining opportunities in the community. The proposed restaurant, if operated consistent with the proposed conditions of approval, will not negatively affect the overall character of the area and will support and enhance the Central Business District.

Special Use Permit Criteria #4: The exterior architectural appearance and functional plan of any proposed structure will not be incompatible with existing buildings, sites, the larger neighborhood or district so as to cause a substantial depreciation in the property values.

No exterior changes are proposed to the building.

Special Use Permit Criteria #5: Adequate utilities, access roads, drainage and or necessary facilities have been or are being provided.

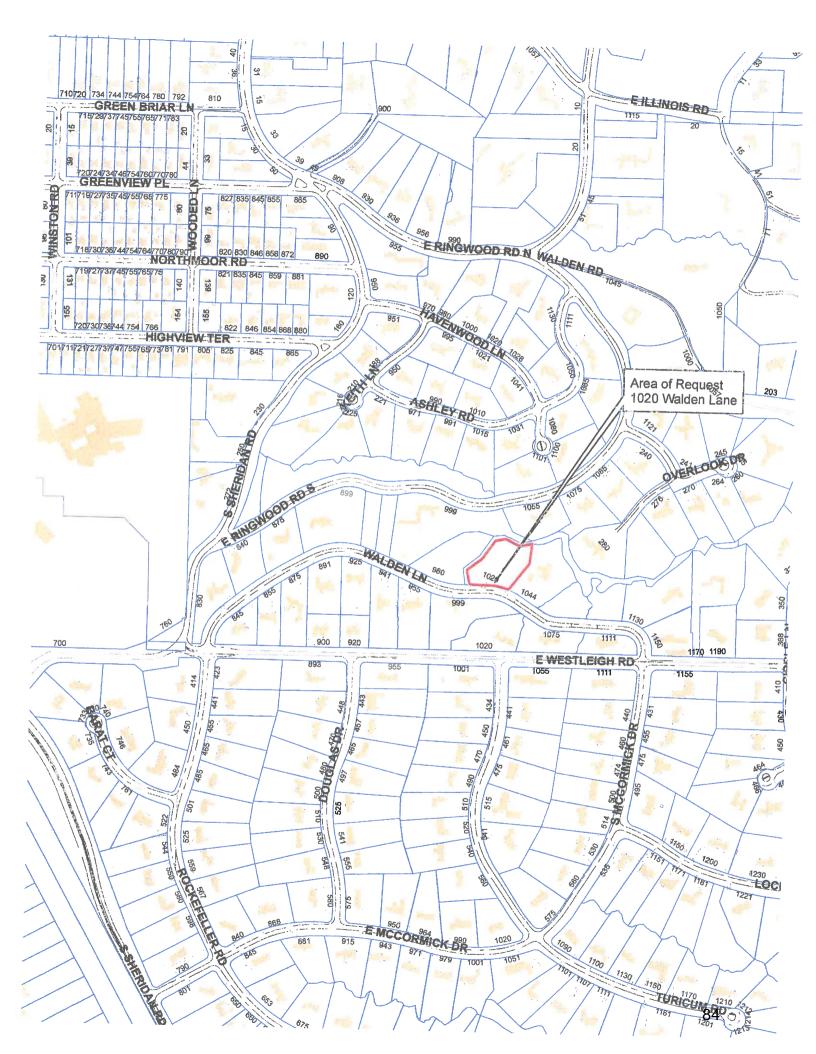
Adequate utilities and other infrastructure are in place. The new restaurant is proposed in an existing commercial building and commercial area.

Special Use Permit Criteria #6: Adequate measures have been or will be taken to provide ingress and egress.

The restaurant is proposed in an existing commercial building that has frontage on a public street. No changes to the existing front entrance are proposed and there is no driveway or parking on the site.

Special Use Permit Criteria #7: The special use shall conform to the applicable regulations of the district in which it is located except as such regulations may in each instance be modified by the City Council as part of the Special Use Permit.

As recommended, the Special Use Permit will allow a restaurant to be established at the proposed location consistent with the regulations of the B-3, Traditional Commercial Business District. No variances from the regulations of the district are requested and the Special Use Permit as recommended places conditions on the operation of the restaurant.



#### THE CITY OF LAKE FOREST

#### ORDINANCE NO. 2017- \_\_\_\_

#### AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE PROPERTY LOCATED AT 1020 WALDEN LANE

WHEREAS, Chris Brennan and Diane Krapf ("Owners") are the owners of that certain real property commonly known as 1020 Walden Lane, 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 build a fence, entrance pillars and plant streetscape landscaping ("*Improvements*") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("*Plans*"); and

**WHEREAS**, the Owners submitted an application ("**Application**") to permit the construction of the Improvements and were required, as a condition of the prior approval of a new residence on the site, to present the Plans to the Building Review Board ("**BRB**") for its evaluation and recommendation; and

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on September 6, 2017; and

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

- 1. the Property is located within the R-3, Single Family Residence District under the City Code,
- 2. Owners propose to construct the Improvements as depicted on the plans,

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

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

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

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

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

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

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

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

this Ordinance:

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

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

SECTION FOUR: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if the Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 60 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit D and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein.

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2017.

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

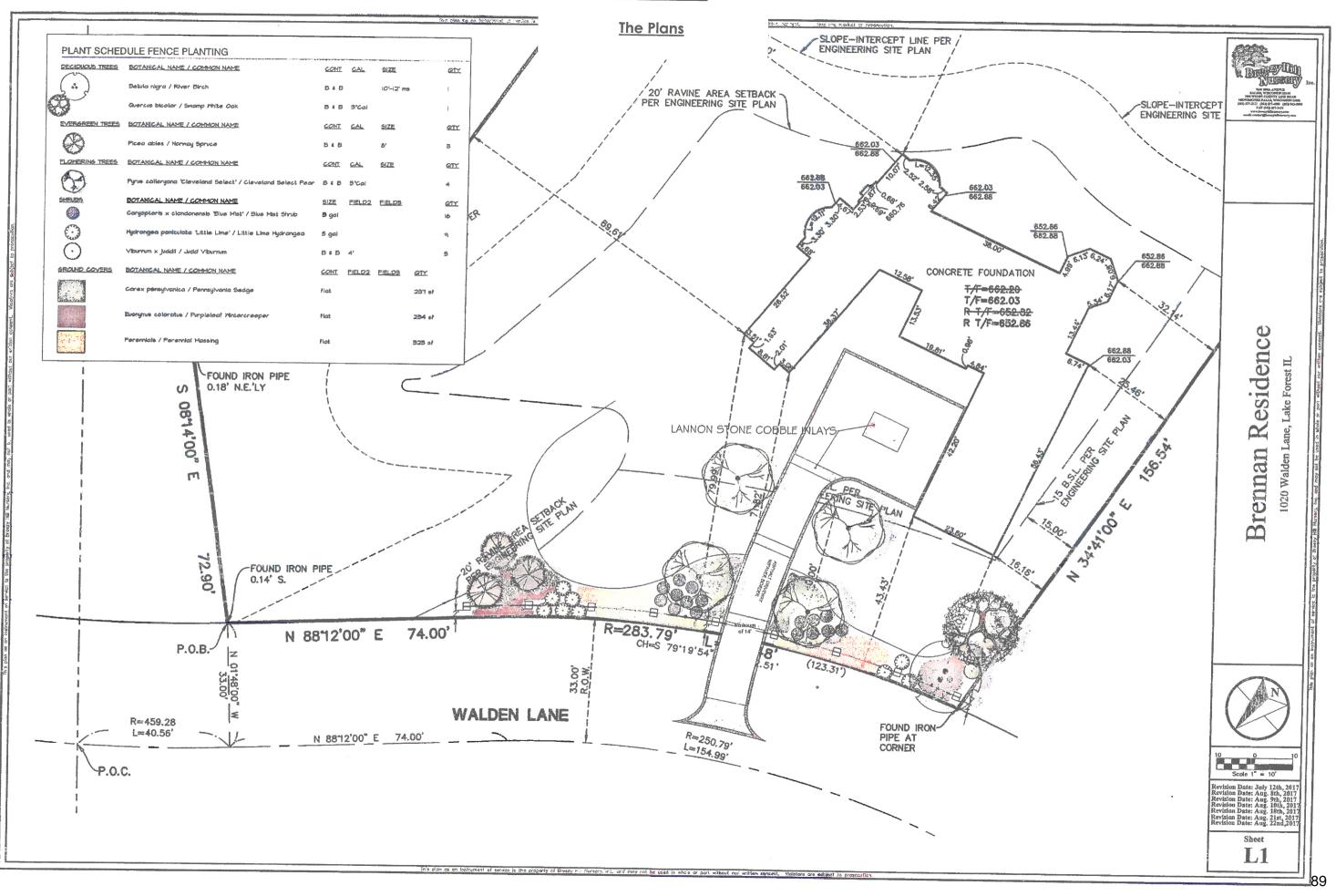
PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2017.

Mayor

ATTEST:

City Clerk

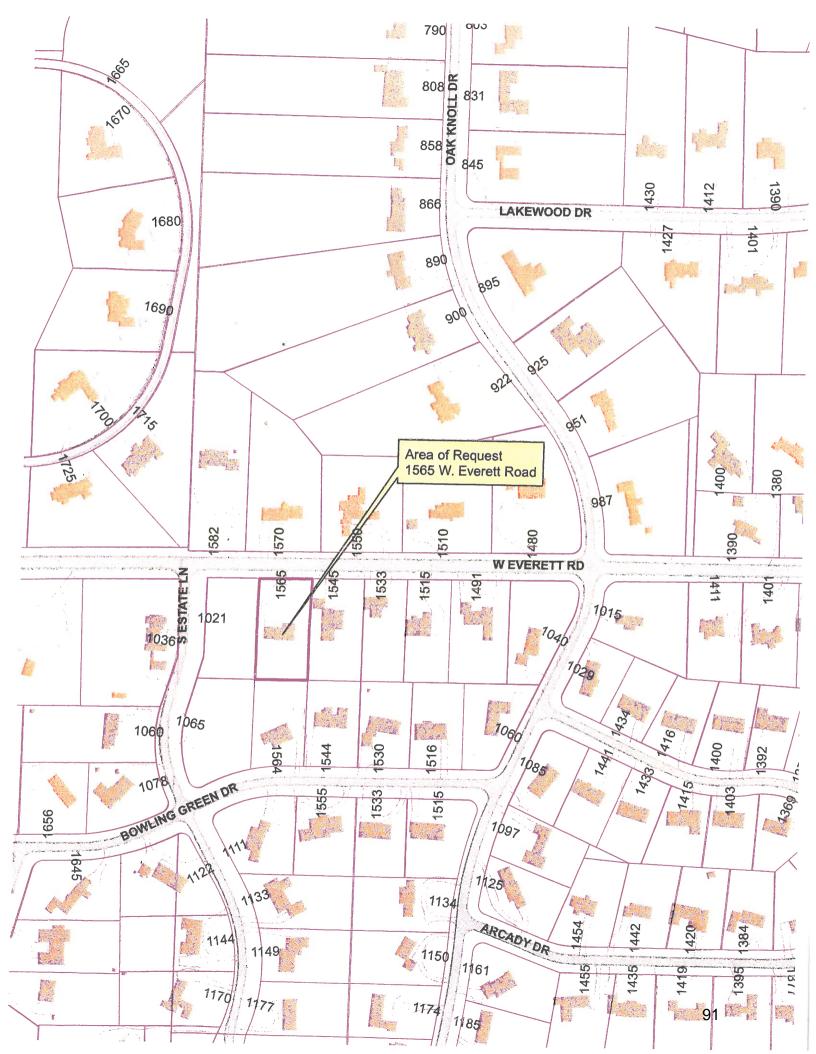
**GROUP EXHIBIT B** 



GROUP EXHIBIT B

<u>The Plans</u>





#### THE CITY OF LAKE FOREST

#### ORDINANCE NO. 2017- \_\_\_\_

### AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE PROPERTY LOCATED AT 1565 EVERETT ROAD

**WHEREAS**, Karl and Marz Svensson ("**Owners**") are the owners of that certain real property commonly known as 1565 Everett Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the R-2, Single Family Residence Zoning District; and

**WHEREAS**, the Owners desire to demolish significant portions of the existing residence and construct additions and alterations to the residence

("*Improvements*") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("*Plans*"); and

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

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at public hearings held on August 3, 2017 and September 6, 2017; and

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

1. the Property is located within the R-2, Single Family Residence District under the City Code,

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

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

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

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

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

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

**SECTION THREE:** Conditions on Approval. The approval granted pursuant to Section Two of this Ordinance shall be, and is hereby, conditioned upon and

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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. <u>No Authorization of Work</u>. 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. <u>Compliance with Laws</u>. Chapters 150, regarding buildings and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. <u>Tree Preservation</u>. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. <u>Compliance with the Plans</u>. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. <u>Fees and Costs</u>. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owners shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the

City as in the case of foreclosure of liens against real estate.

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

**SECTION FOUR: Effective Date**. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 60 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit D and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein.

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2017.

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

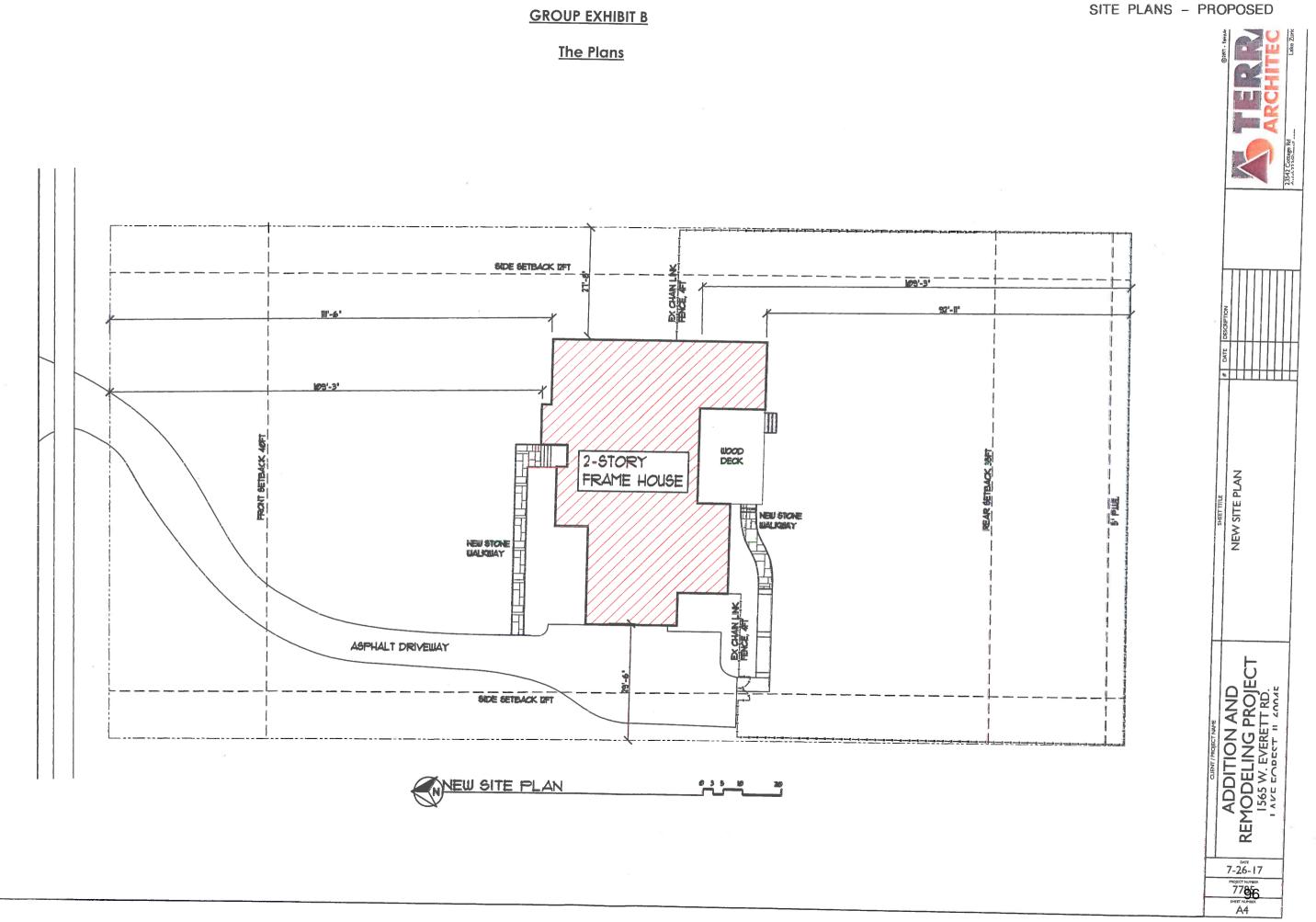
PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2017.

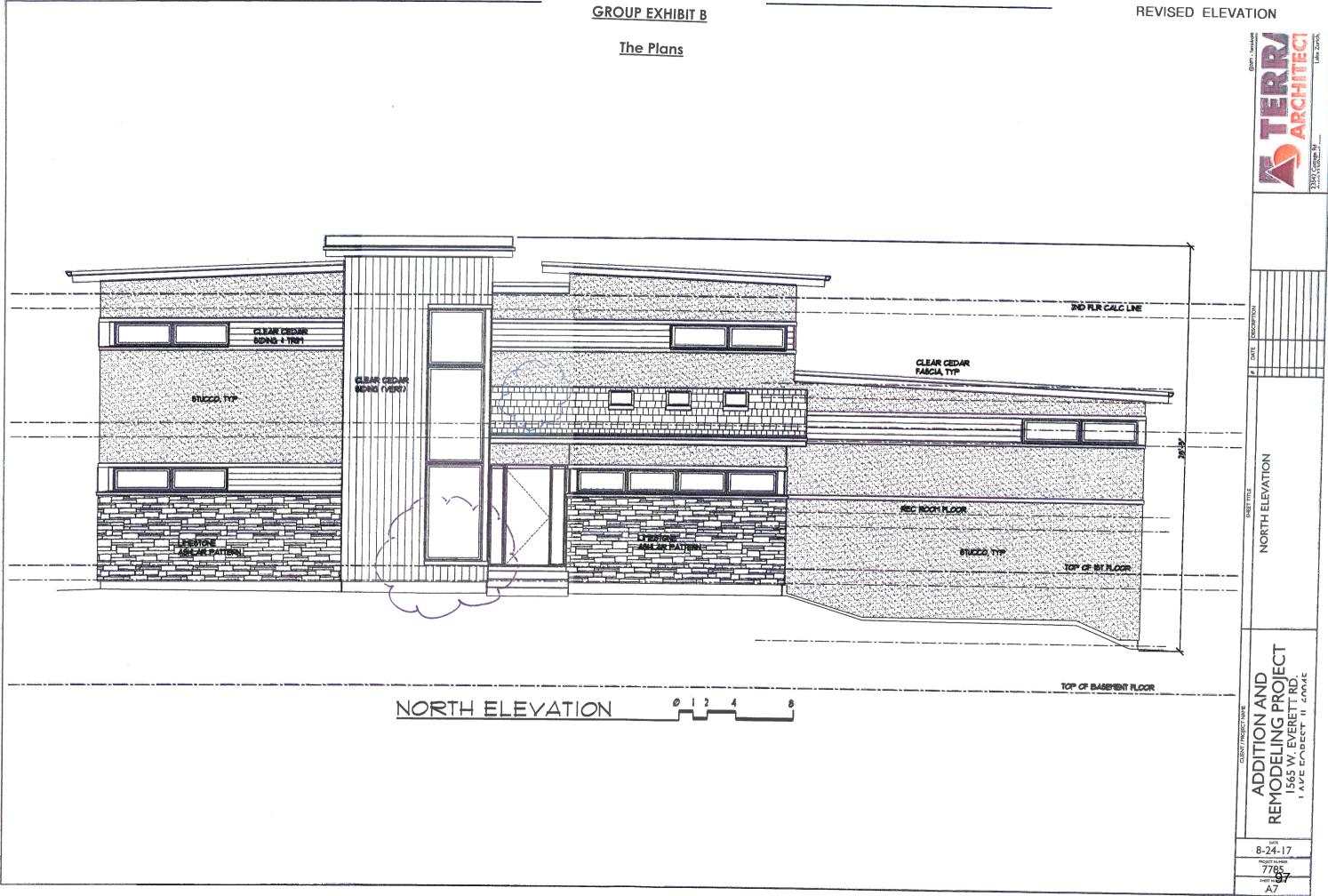
Mayor

ATTEST:

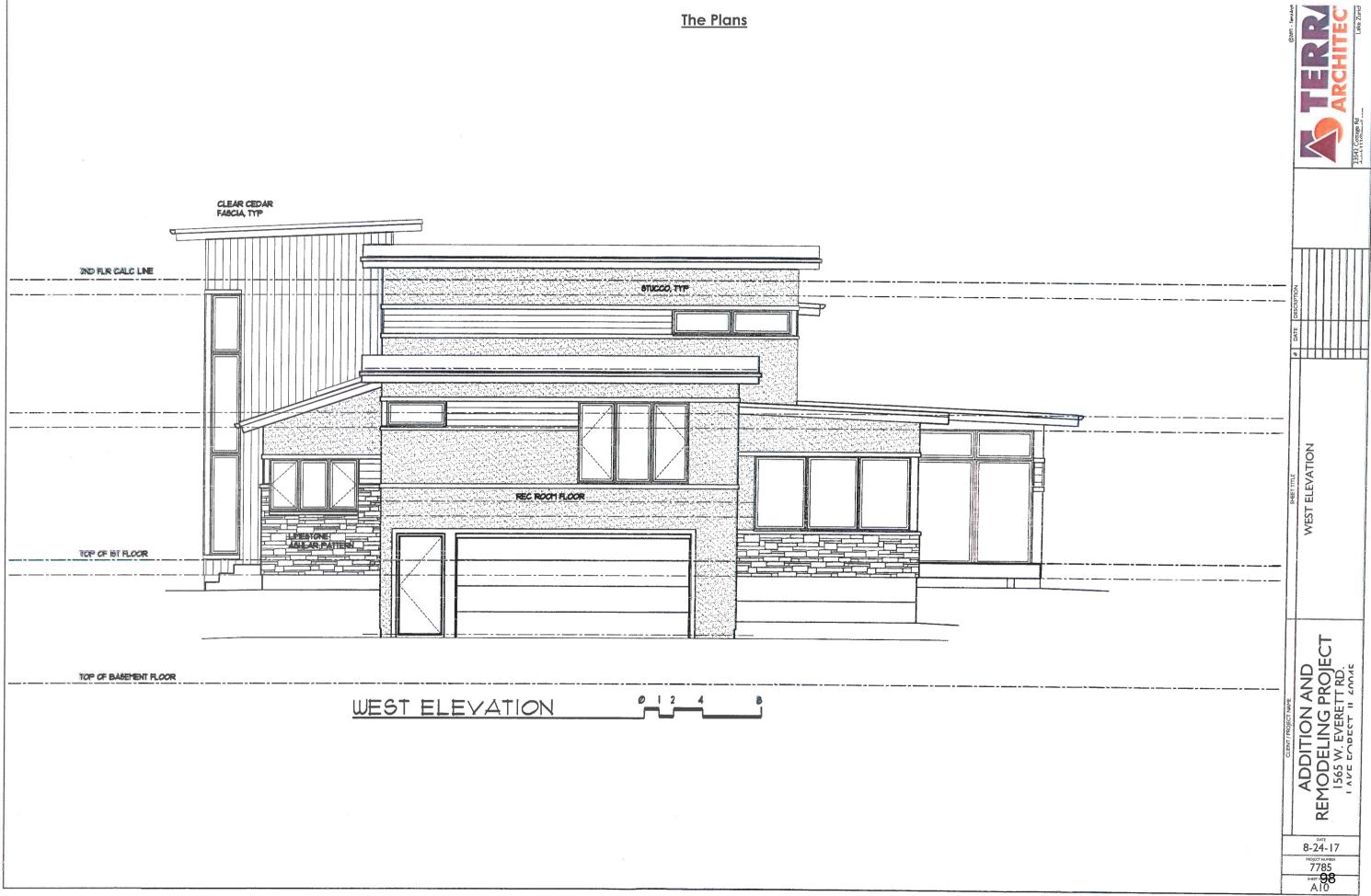
City Clerk



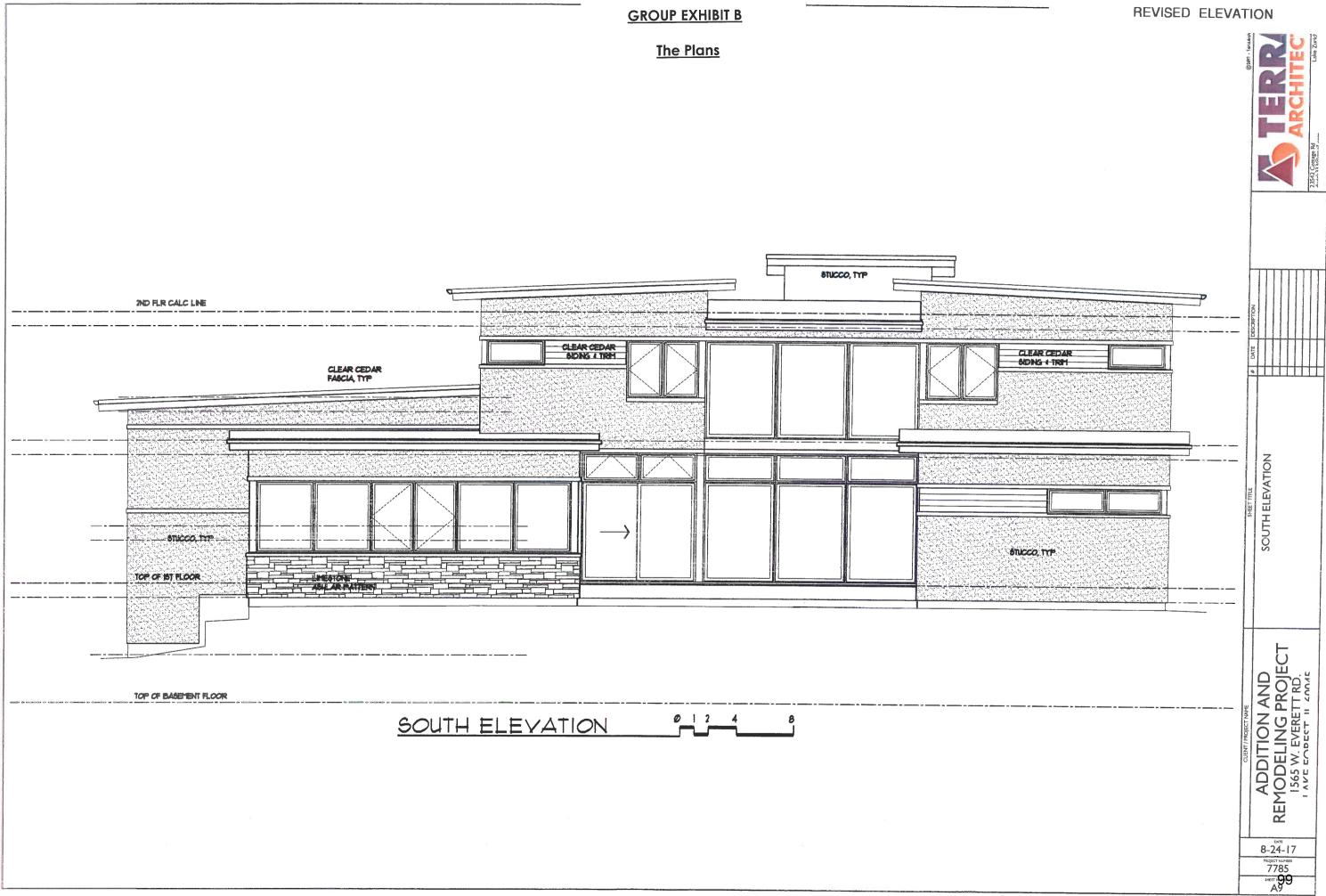




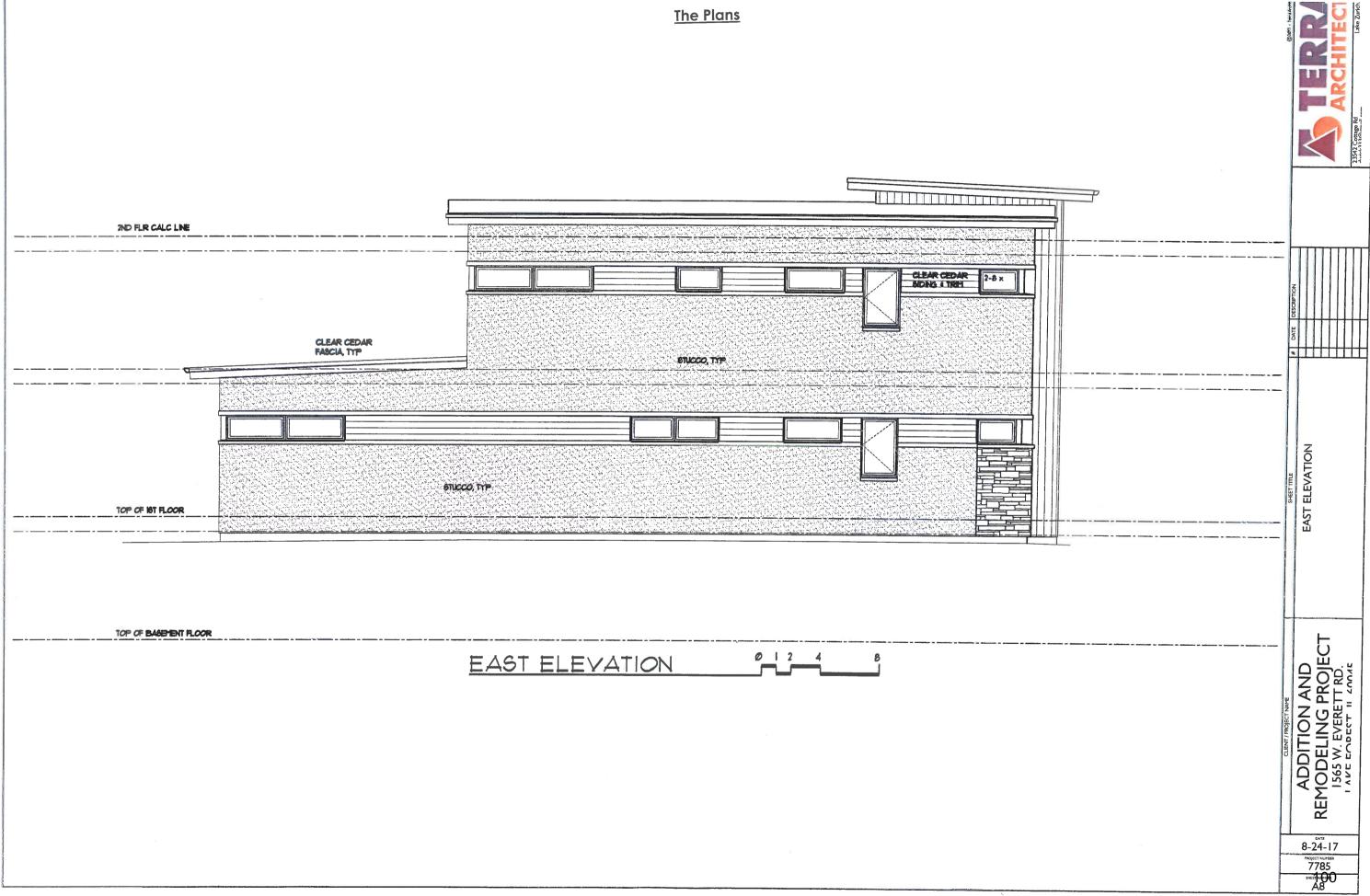
**GROUP EXHIBIT B** 



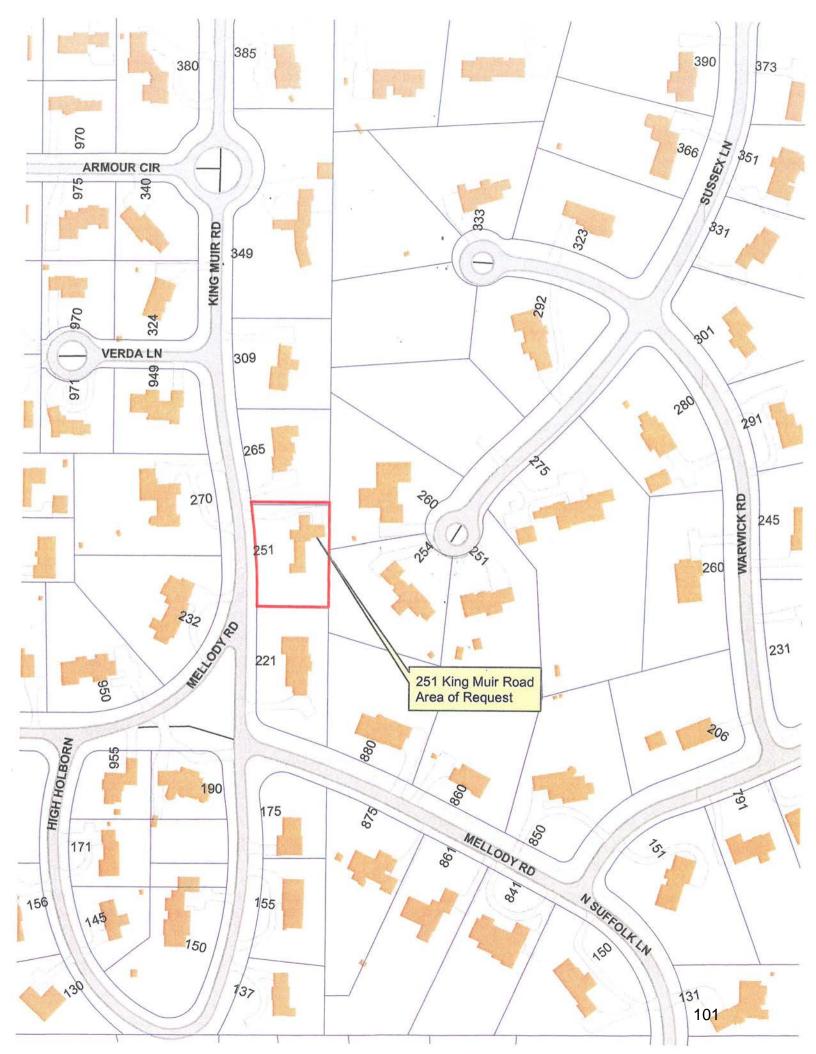




**GROUP EXHIBIT B** 



## REVISED ELEVATION



#### THE CITY OF LAKE FOREST

#### ORDINANCE NO. 2017-\_\_\_\_

#### AN ORDINANCE GRANTING A FLOOR AREA EXCEPTION FOR THE PROPERTY LOCATED AT 251 KING MUIR ROAD

WHEREAS, Lawrence and Linda Remensnyder ("*Owners*") are the owners of that certain real property commonly known as 251 King Muir Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("*Property*"); and

WHEREAS, the Property has been designated as a Local Landmark or included in a Local Historic District pursuant to Chapter 155 of the City Code; and

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

WHEREAS, the Owners desire to construct various improvements, including an addition ("*Improvements*") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("*Plans*"); and

WHEREAS, in order to construct the Improvements, Section 155.07 of the City Code requires the Owners to obtain a Certificate of Appropriateness ("CoA") from the Historic Preservation Commission ("HPC");

WHEREAS, the Improvements as depicted on the Plans would exceed the maximum floor area allowances set forth in Section 150.148(D), which apply to new construction on, or additions and alterations to existing construction on, residential property; and

WHEREAS, pursuant to notice duly published, the HPC reviewed and evaluated the Plans at a public hearing held on June 28, 2017; and

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

 the Property is located within the R-3 District under the City Code,

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- 2. Owners propose to construct the Improvements as depicted on the Plans,
- as depicted on the Plans, the Improvements exceed the maximum floor area allowances set forth in Section 150-148(D) of the City Code,
- the Improvements are consistent with the design standards in Section 150.147 of the City Code,
- 5. the Property is located in a local historic district or is designated as a Local Landmark and the Improvements are consistent with the standards in the Historic Preservation Ordinance, and approval of the Improvements as depicted on the Plans would further the purpose of the Historic Preservation Ordinance,
- the HPC has determined that the Plans qualify for a CoA under the standards set forth in Section 155.08 of the City Code;
- 7. the location, massing and architectural detailing of the Improvements will mitigate the appearance of excessive height and mass of the structures and as a result, the proposed development of the Improvements as set forth on the Plans is in keeping with the streetscape and overall neighborhood,
- 8. the Improvements are sited in a manner that minimizes the appearance of mass from the streetscape due to the placement of the existing vegetation. In addition, the proposed Improvements will not have a significant negative impact on the light to and views from neighboring homes.
- the height and mass of the Improvements will generally be compatible with the height and mass of structures on adjacent lots, buildings on the street and on adjacent streets, and other residences and garages in the same subdivision,
- 10. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with this Ordinance, the recommended conditions, and the Plans, will meet the standards and requirements of Sections 150.147 and 150.148 of the City Code,

and recommended that the City Council approve the Application and the Plans and grant an exception to the maximum allowable floor area consistent with the Plans, subject to the terms and conditions hereinafter set forth; and

WHEREAS, the Mayor and City Council, having considered Owners' request for exceptions to the maximum floor area requirements set forth in Section 150.148 of the City Code and the findings and recommendations of the HPC, have determined that it is in the best interests of the City and its residents to grant such exceptions, subject to the terms and conditions hereinafter set forth; and

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

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

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

SECTION TWO: Maximum Floor Area Exception Granted. Pursuant to Section 155.08 of the City Code, and subject to the limitations therein and the conditions set forth in Section Three of this Ordinance, the City Council does hereby grant an exception to the maximum floor area requirements set forth in Section 150.148(D) of the City Code, as more fully depicted on the Plans, by allowing the Improvements which together with other structures on the Property will have a maximum square footage not to exceed 4,661 square feet, 11% over the allowable square footage.

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

A. <u>No Authorization of Work</u>. 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. <u>Compliance with Laws</u>. Chapters 150, regarding building, 156, regarding subdivisions, 159, regarding zoning, and 155, regarding historic preservation, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. <u>Tree Preservation</u>. The Owner will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. <u>Compliance with the Plans</u>. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. <u>Fees and Costs</u>. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owners shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.
- F. <u>Other Conditions</u>. The improvements shall be substantially in conformance with the Commission's deliberations as reflected on Exhibit C, Certification of Appropriateness, attached hereto.

SECTION FOUR: Effective Date. This Ordinance shall be in full force and effect from

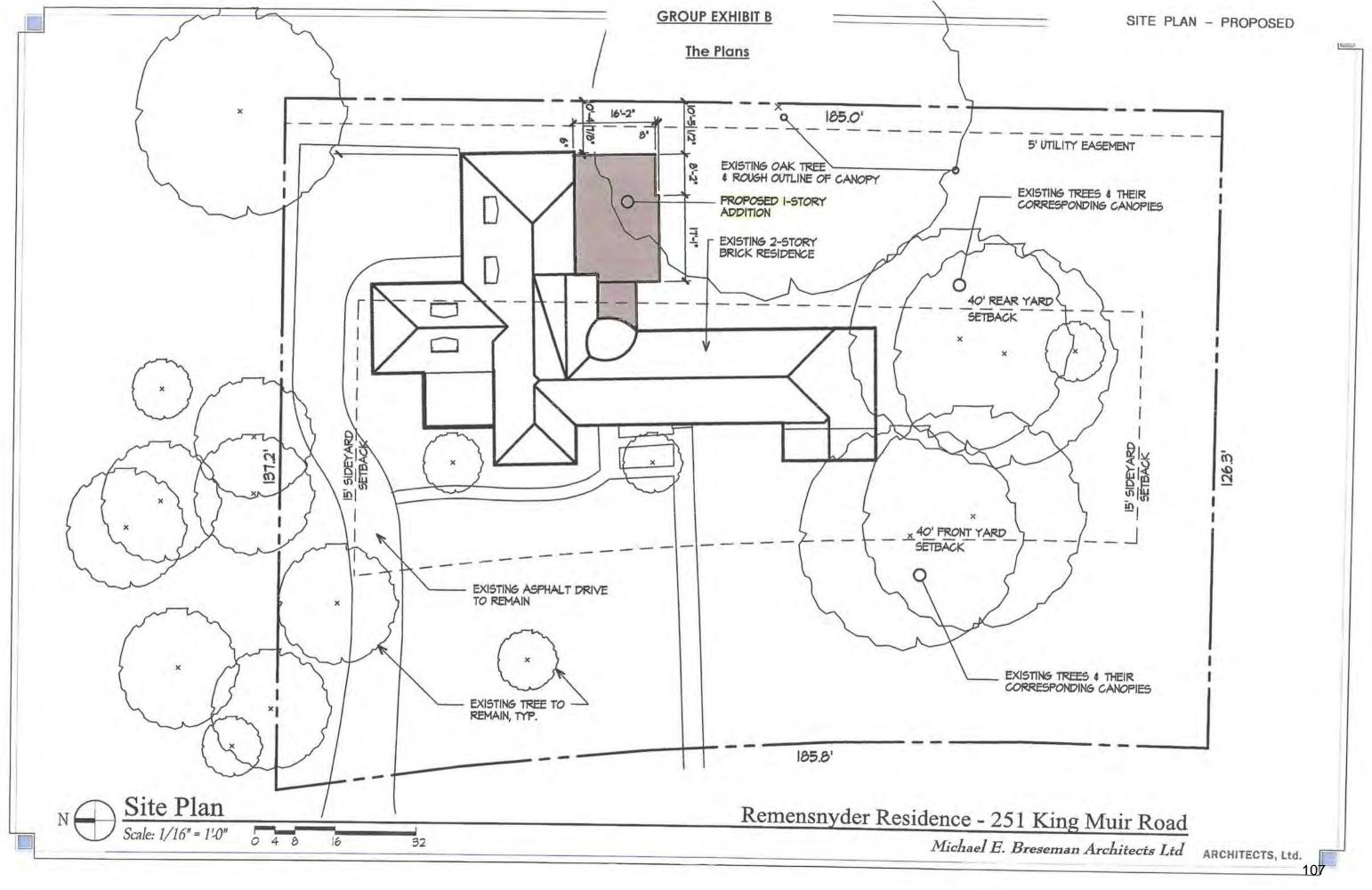
and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 60 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit D and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2017. AYES: ( ) NAYS: ( ) ABSENT: ( ) ABSTAIN: ( ) PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2017.

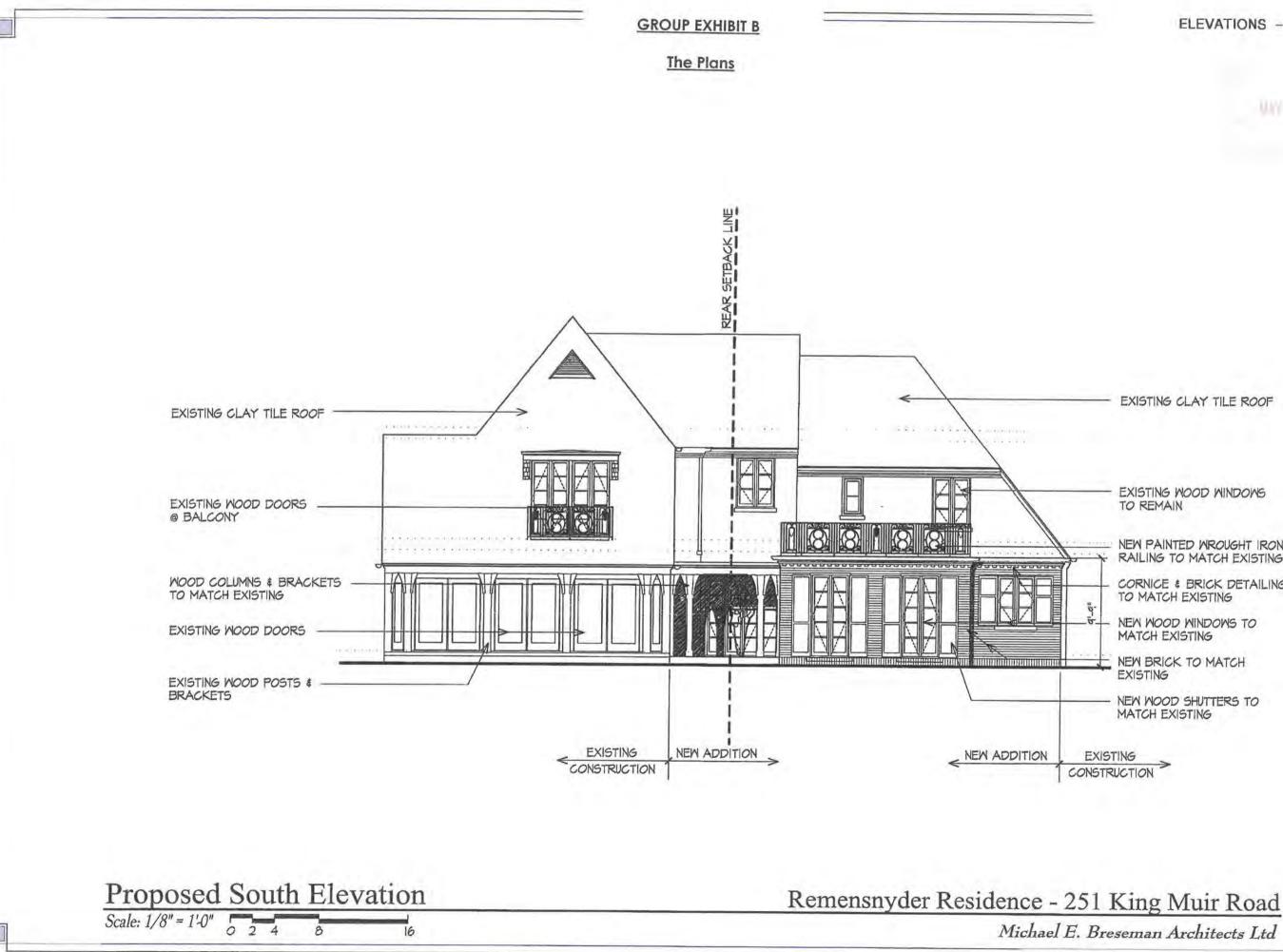
ATTEST:

Mayor

City Clerk







#### ELEVATIONS - PROPOSED

WW 1.9.

EXISTING CLAY TILE ROOF

EXISTING WOOD WINDOWS TO REMAIN

NEW PAINTED WROUGHT IRON RAILING TO MATCH EXISTING

CORNICE & BRICK DETAILING TO MATCH EXISTING

NEW WOOD WINDOWS TO MATCH EXISTING

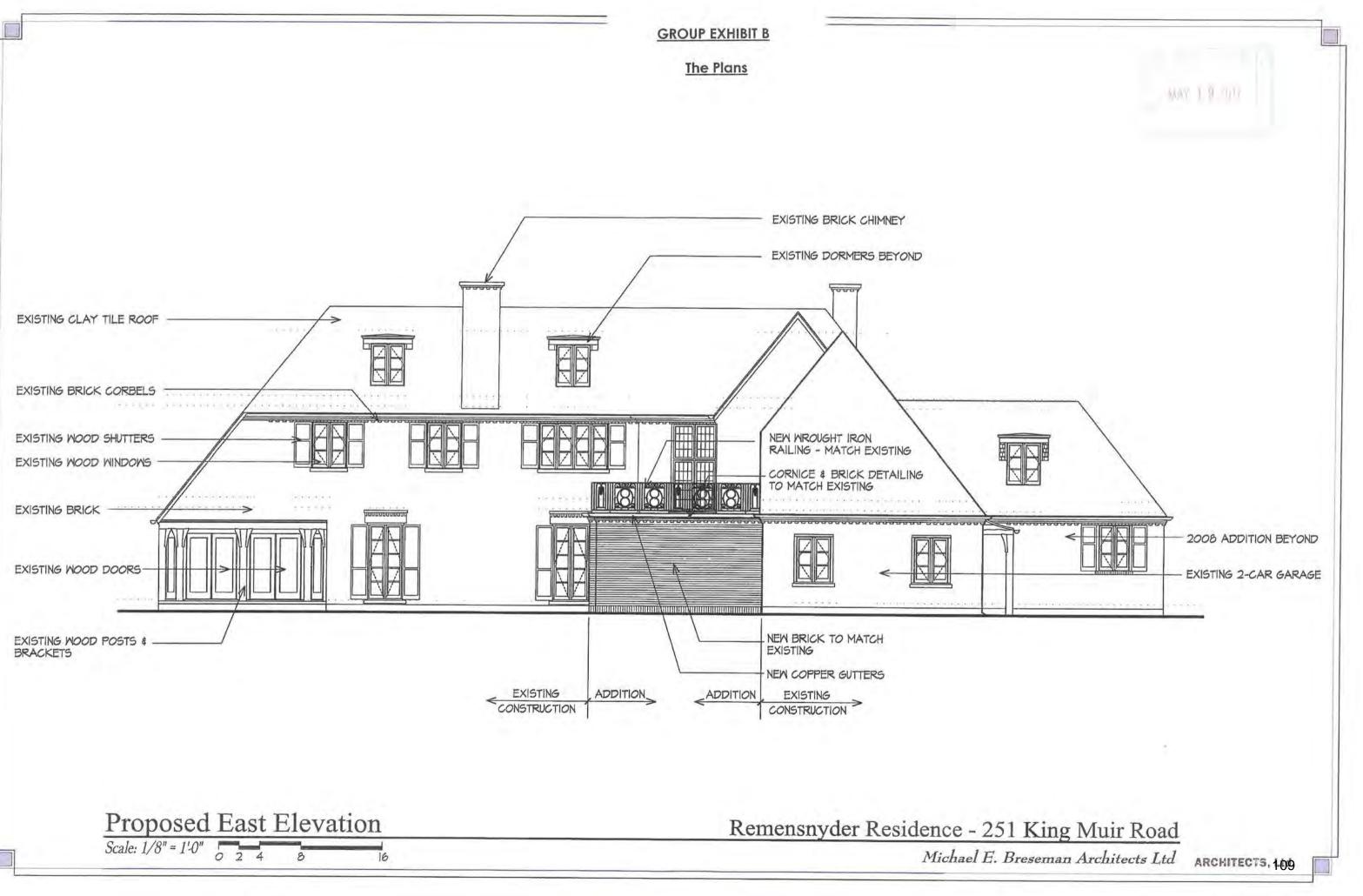
NEW BRICK TO MATCH EXISTING

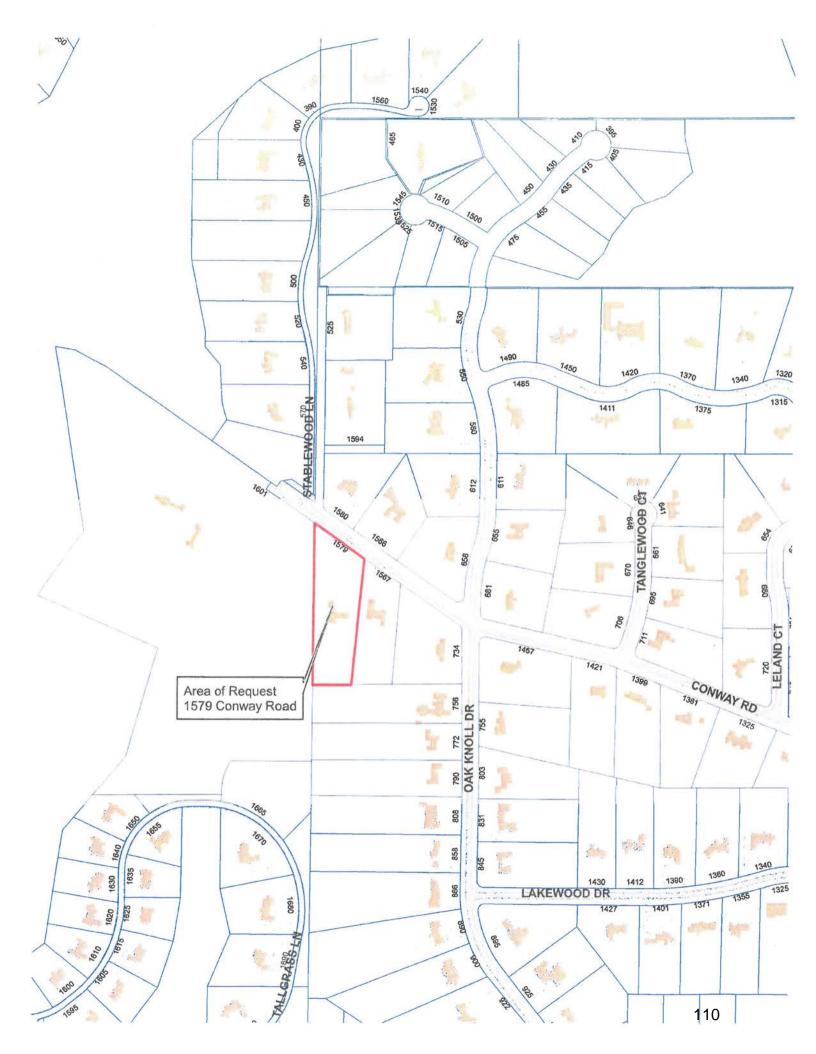
NEW WOOD SHUTTERS TO MATCH EXISTING

EXISTING CONSTRUCTION >

Michael E. Breseman Architects Ltd ARCHITECTS, 108







# THE CITY OF LAKE FOREST

## ORDINANCE NO. 2017 -

# AN ORDINANCE AMENDING CHAPTER 155 – "HISTORIC PRESERVATION" OF THE CITY CODE

WHEREAS, Scott Verschoor is the owner of the property located at 1579 Conway Road, legally described in Exhibit A; and

WHEREAS, Scott Verschoor has petitioned The City of Lake Forest for Local Landmark Designation of 1579 Conway Road; and

WHEREAS, the Historic Preservation Commission of The City of Lake Forest held a public hearing on August 23, 2017, as required by Section 155.04 of the Lake Forest Code to consider the request for Local Landmark Designation and take public testimony; and

WHEREAS, after hearing a presentation from the petitioner and public testimony and, after completing deliberations on the matter, the Historic Preservation Commission voted unanimously to recommend approval of the request based on the criteria for designation in Section 155.05(A) of the City Code and submitted to the City Council a report of its findings, a copy of which is attached hereto and incorporated by this reference as Exhibit B and;

WHEREAS, the Mayor and City Council, having considered the recommendation of the Historic Preservation Commission, have determined that adopting this Ordinance and amending Chapter 155 of the City Code relating to historic preservation as hereinafter set forth, will be in the best interests of the City and its residents;

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:

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SECTION ONE: Recitals. The foregoing recitals are hereby adopted by this reference as the findings of the City Council and are hereby incorporated into this Section as if fully set forth.

SECTION TWO: Amendment to Chapter 155, "Historic Preservation". Section 155.13 entitled "Designation of Landmarks and Properties Listed in the National Register of Historic Places," is hereby amended to include the follows:

Date Listed 10/2/2017 -- The property located at 1579 Conway Road is found to meet the criteria for designation in Section 5 of this Chapter and is hereby designated as a Landmark under the provisions of this Chapter.

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

Passed this \_\_\_\_ day of \_\_\_\_, 2017

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this \_\_\_\_\_ day of \_\_\_\_, 2017

Mayor

ATTEST:

City Clerk

# Exhibit B - Findings in Support of Designation



# COMMISSION REPORT AND RECOMMENDATION

TO:	Honorable Mayor Lansing and members of the Commission
DATE:	August 23, 2017
FROM:	Chairman Grieve and members of the Historic Preservation Commission
SUBJECT:	Local Historic Landmark Designation

# Petitioner

Scott Verschoor 1579 Conway Road Lake Forest, II 60045 Property Location 1579 Conway Road Historic Property Name Balfour Lanza House

# Summary of Nomination Request

This is a request for Local Landmark designation of the residence located at 1579 Conway Road. The nomination was prepared and submitted by the homeowner, Mr. Verschoor. A copy of the nomination form is attached to this report. The house is nominated under the name Balfour Ames Lanza House, in recognition of the architect and who was also the original owner and resident of the house.

Properties must meet one or more of the criteria in Chapter 155, Section 5(A) of the City Code to allow designation as a Local Landmark. Based on the Commission's review of the nomination report submitted by the petitioner, analysis based on applicable portions of the Historic Preservation Ordinance and physical inspection of the site, the Commission finds that this property qualifies for designation under Criteria – A, B and G, as detailed below.

- Criteria A: The Balfour Ames Lanza House is an architecturally significant example of the Modernist style and is distinguished by overall quality of design, detail, materials, or craftsmanship. The original home is not compromised by the 2016 additions.
- Criteria B: The Balfour Ames Lanza House is identified as the work of Balfour Ames Lanza, an
  architect whose work is significant in the history or development of the District, the City of Lake Forest
  and the State of Illinois.
- Criteria G: The Balfour Ames Lanza House is identified with persons who resided in the house who significantly contributed to the historic, cultural and architectural development of the City of Lake Forest and the State of Illinois.

# PUBLIC COMMENT

Public notice of this petition was provided in accordance with the City requirements and practices. At the public hearing, the Commission received testimony in support of the designation from the Lake Forest Preservation Foundation.

# RECOMMENDATION

The Commission voted 7 to 0 to recommend approval of the designation of 1579 Conway Road as requested by the property owner.

Scott Verschoor 1579 Conway Road, Lake Forest, IL 60046 847.848.3160 | sverschoor@kpmg.com

AUGUST 10, 2017

The City of Lake Forest Historic Preservation Commission 220 East Deerpath, Lake Forest, IL 60045

Regarding: Local Landmark Statement of Intent

# Dear Historic Preservation Commission,

When I first started looking at the Balfour Ames Lanza's architected home at 1579 Conway Road, I knew it was special. I appreciated the details of the land, building, architecture and style. After returning to Lake Country in 2005 I lived in the Lincolnshire area. However, I knew I always wanted to live in Lake Forest. But, I wanted my daughter to finish her schooling first. My search for the right home took more than a year. I looked at many homes and fell in love with the history of this Lanza home. Perhaps some of my motivation comes from the fact that I grew up in a historic Mundelein home. My parents eventually sold the home in 1986 and the 100+ year old home became the first bed-and-breakfast in Lake County.

I had a pretty good sense for the historic nature of the Lanza home. But, it became very clear when I met Lanza's daughter and subsequently his wife that I truly had something special. I knew that I needed to make some changes to adapt the home for today's living requirements. After working with a couple of architects, I drafted options for an additional living room, mud room, and expanded garage. During the process, I took those ideas to Lanza's family, in a way for approval. In doing so, they shared the history and legacy of Mr. Lanza, his work, and his own home. After all, he designed, built, and lived in this home.

Ironically, while meeting with Lanza's wife Carolyn, she gave me the metal plaque pictured here and asked that I secure it to the building. It's now located at the front door of the home he built. She told me she was supportive of this project and willingly provided me with the original blueprints of the home so that I could maintain the important design elements. She also reminded me of the architectural importance and had me sign a document promising I would not attempt to rebuild this home somewhere else. We've stayed in touch and I've shared this landmark designation document with her and Jennifer.



It became clear to me that I needed to take extra steps, care, and passion to preserve

the design legacy of this home and the many others for which this was modeled in Lake Forest. As you will find from the evidence in the attached local landmark nomination form, I've gone above and beyond to meet those objectives. I want to retire in this home and will do my best to preserve everything this special architecture represents.

Warm regards,

Scott Verschoor

Enclosure: Historic Preservation Commission Local Landmark Nomination Form



# THE CITY OF LAKE FOREST HISTORIC PRESERVATION COMMISSION LOCAL LANDMARK NOMINATION FORM

# 1. NAME OF PROPERTY

Historic Name: Architect Balfour Lanza's Residence Common Name: Balfour Lanza Conway Road Home (Lanza #1) / Verschoor Residence

## 2. LOCATION

Street Address: 1579 Conway Rd

City: Lake Forest State: IL County: Lake ZIP Code: 60045

## 3. CLASSIFICATION

Categ	ory:		Ownershi	p:		Pres	ent Use:	
X	Building		Public		Agricultural		Government	Religious
	Structure	X	Private		Commercial		Park	Transportation
	Object		Both		Cemetery	X	Private Residence	Other
	Site				Educational		Military	
					Entertainment		Museum	

# 4. REPRESENTATION IN EXISTING SURVEYS

## **National Historic Districts**

- Original Lake Forest Historic District (1975)
- Green Bay Road Historic District (1995)
- Vine/Oakwood/Green Bay Road Historic District (1980)
- Individual Listing on the National Register of Historic Places, date: Other:

## Local Historic Districts

- Local Ordinance Historic District
- Historic Residential and Open Space Preservation District

## Survey

- City of Lake Forest Historic Resources Survey, contributing resource (yes or no)
- Illinois Historic Structures Survey (Illinois Dept. of Conservation, 1975);
- Illinois Historic Landmarks Survey (Illinois Dept. of Conservation, 1975).
- □ Other:\_

# 5. DESCRIPTION

#### Plan Shape:

- □ Rectangular
- □ Square
- Circular
- I L-Shaped
- U-Shaped
- H-Shaped
- Irregular
- □ Other

## Number of Stories:

One + a-frame loft

#### Foundation:

- □ Stone
- D Brick
- □ Concrete Block
- 🗵 Concrete
- I Other partial basement, remainder is slab

#### Structural Framing:

- 🗵 Wood
- Masonry
- □ Concrete
- IX Steel
- □ Other

## Façade:

- □ Clapboard
- 🗵 Brick
- □ Stone
- □ Stueco
- □ Shingle
- □ Aluminum Siding
- □ Vinyl Siding
- Synthetic Stucco

#### Primary Window Type:

- D Double Hung
- IX Casement
- IX Fixed
- Sliding
- IX Other floor to ceiling

#### Roof Material:

Shingle, although originally cedar shake

#### Roof Form:

- □ Gable ⊠ Hip
- Gambrel Gambrel Mansard
- □ Flat
- □ Other
- 0111

# Condition:

- D Excellent
- 🗵 Good
- D Fair
- D Poor
- D Ruins

## Check One:

- 🖾 Original Site
- □ Moved; date:
- □ Altered
- □ Unaltered

## **DESCRIPTION (CONTINUED)**

Written Description:

Balfour Ames Lanza's Conway Road home exemplifies a highly unique, natural style created by the well-respected Lake Forest architect who studied Frank Lloyd Wright. The home's style is a prime example of Lanza's signature style, designed and crafted by the architect following the Usonian style.

(Lake County GIS Database Image - 1974)



Play 1839 1846 1961 1974 1980 1993 1997 2000 2002 2004 2005 2006 2007 2008 2009 2010 2011 2012 2014 2015 (Google Earth Image - 2016)

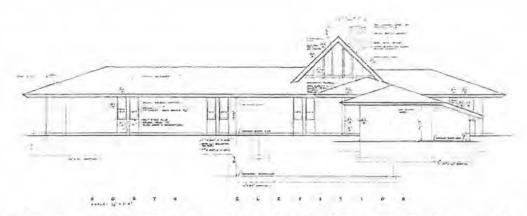


The modest four-bedroom home features a red brick façade and angular, pointed accents on the roof and significantly follows the Usonian style. Inside the home, which is surrounded by woods on the two and half acres property, windows replace the space where walls normally would be, drawing natural light into the open living room, dining area and kitchen.



Verschoor - 1579 Conway, Lake Forest, IL 60045

Page 3 of 28



Of importance for this home is that Lanza designed and built this home more than 50 years ago in in 1966. He raised his family in this home while he worked throughout the local community. We are seeking historic landmark designation for the signature Conway Road home to honor Lanza's longstanding legacy in Lake Forest.

Builder: Balfour Ames Lanza Landscape Architect: Unknown

The significance of this home and Lanza's work are further described in the next section of this document.

# 6. STATEMENT OF SIGNFICANCE

Architectural Style(s): Frank Lloyd Wright / Usonian

Date of Construction: 1966

Period of Significance: Mid Century

Architect: Balfour Ames Lanza

STATEMENT OF SIGNIFICANCE: CRITERIA FOR LANDMARK DESIGNATION

Applicable Criteria:

Mark an "x" in one or more boxes to identify the criteria, from the Historic Preservation Ordinance, which qualify the property for Lake Forest landmark designation.

X	А.	Its exemplification of an architectural type, style or design distinguished by innovation, rarity, uniqueness, or overall quality of design, detail, materials or craftsmanship.
X	В.	Its identification as the work of an architect, designer, engineer, or builder whose individual work is significant in the history or development of the District, the City of Lake Forest, the State of Illinois, or the United States.
X	C.	Its exemplification of important planning and urban design techniques distinguished by innovation, rarity, uniqueness or overall quality of design or detail.
X	D.	Its representation of a historic, cultural, architectural, archaeological or related theme expressed through distinctive areas, properties, structures, sites or objects that may or may not be contiguous.
	E.	Its unique location or distinctive physical appearance or presence represents an established and familiar visual feature of a neighborhood, community, or the City of Lake Forest.
	F.	Its exemplification of a pattern of neighborhood development or settlement significant to the cultural history or traditions of the City of Lake Forest, whose components may lack individual distinction.
X	G.	Its identification with a person or persons who significantly contributed to the historic, cultural, architectural, archaeological or related aspect of the development of the District, the City of Lake Forest, State of Illinois, or the United States.
	Н.	Its association with important cultural or social aspect or events in the history of the City of Lake Forest, State of Illinois, Midwest region, or the United States.
	1.	Its location as a site of an important archaeological or natural significance.
	J.	Its location as a site of a significant historic or prehistoric event or activity which may or may not have taken place within or involved the use of any existing improvements on the property.

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#### STATEMENT OF SIGNIFICANCE (CONTINUED)

Written Statement of Significance:

#### Important Architectural Background and Experience

Balfour Ames Lanza was an architect who lived and practiced most of his career in Lake Forest, Illinois. He was born November 27, 1928 in Ohio and was educated at Iowa State University in Ames Iowa. In his resume, Lanza described his goal as an architect was to take an "organic and local design approach that recognizes both the dichotomy of man's historic need for a viable sense of shelter and the impact of the contemporary world". Lanza's

approach to home design was not art, nor functionality, but a balance of nature and need.

Lanza was a licensed architect (1957) and board certified on the Nation Council of Architectural Registration Board (1963). After serving in the U.S. Air Force and U.S. Army in the Korean War (1952-1954), he joined Jerome Cerny as the chief draftsman and designer. According to the history for this firm (on their website) Jerom Cerny specialized in designing luxury homes for the influential families in the area.

The practice expanded dramatically in the 1950's and early 1960's (when Lanza joined as an architect) and their designs began to appear in the national periodicals House and Garden, and Town and Country. Jerome Cerny designed homed for many nationally recognized people including: then Senator of Illinois, Charles Percy; Miss America Pageant host, Bert Parks; the Marshal Field family; and the Swiss Armour family.

In 1959 Lanza founded his own firm and eventually moved his practice to a building he designed in Lake Bluff, Illinois at the

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corner of Scranton and Oak. He was primarily focused on custom single family residences, although he worked on the then Milwaukee Road shelter in Schaumburg, Illinois and the Knauz Mercedes Benz dealership facility in Lake Forest.

Finally, the Lake Forest Preservation Foundation cited the following in their fall 2009 newsletter:

"Architect Balfour Lanza (1928-1996) designed at least fourteen Lake Forest homes, according to a 1997 pamphlet prepared by the Lake Forest/Lake Bluff Historical Society. His local residential work reflects a Wrightian inspiration for natural materials and earth-tone colors, sensitivity to ravine and prairie sites, and full-height windows



Verschoor - 1579 Conway, Lake Forest, IL 60045

that draw the landscape into the house. The Davies house, too, warmly reflects Wright's enthusiasm for Japanese balance between the built and natural environments with its roof forms and Asian styled atrium gardens. Lanza also seems inspired by Philip Johnson's idea of incorporating interior courtyards into open plans. In the commodious, elegant Davies house just north of Wright's only local commission, Lanza created an outstanding example of the local modernist impulse, perfect for landscape-prioritizing Lake Forest."

A listing of known projects in the area, include (list provided by Carolyn Lanza):

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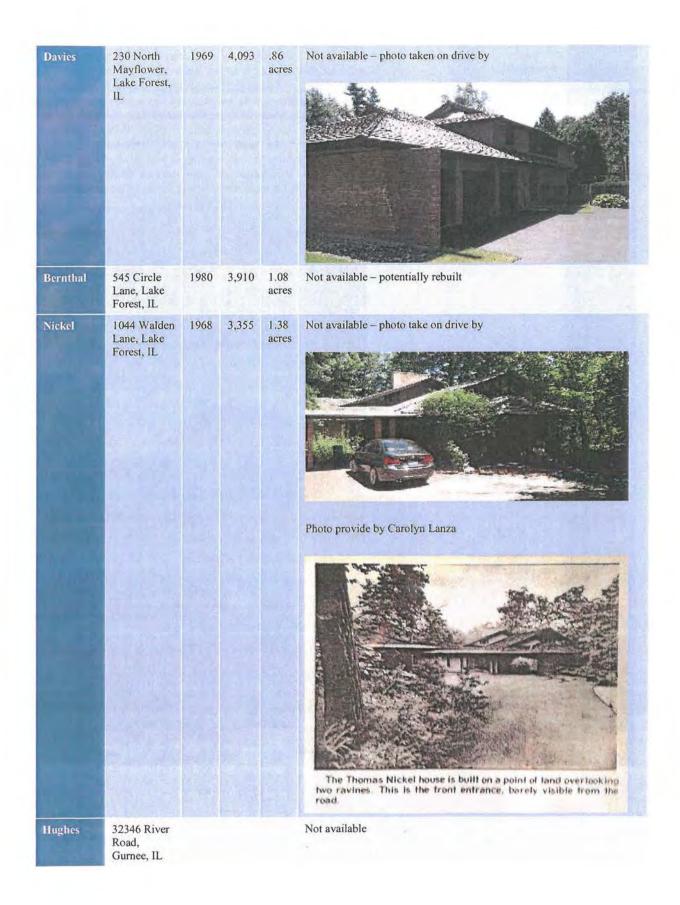
Name	Address	Built	Sq Ft	Lot Size	Description (per Redfin.com)
Knauz	125 West Laurel, Lake Forest, IL	1965	3,648	1.4 acres	Not available – photo taken on drive by
Elliott	1760 Lowell Lane, Lake Forest, IL	1960	3,415	1.89 acres	Great home located on beautiful 1.89 acres lot. Cul-de-sac street. Angled roof lines with skylights and huge windows. Each bedroom has it's own bathroom. 2nd floor private bedroom with beautiful back yard view. 2 fireplaces. Oversized garage.
Pesek	1200 Regency (current address) 1548 N Waukegan (past address), Lake Forest, IL	1966	5,652	1.79 acres	Not available – picture taken on drive by
Metcalf	1370 West Everett, Lake Forest, IL	1938	3,750	.84 acres	From Google Earth

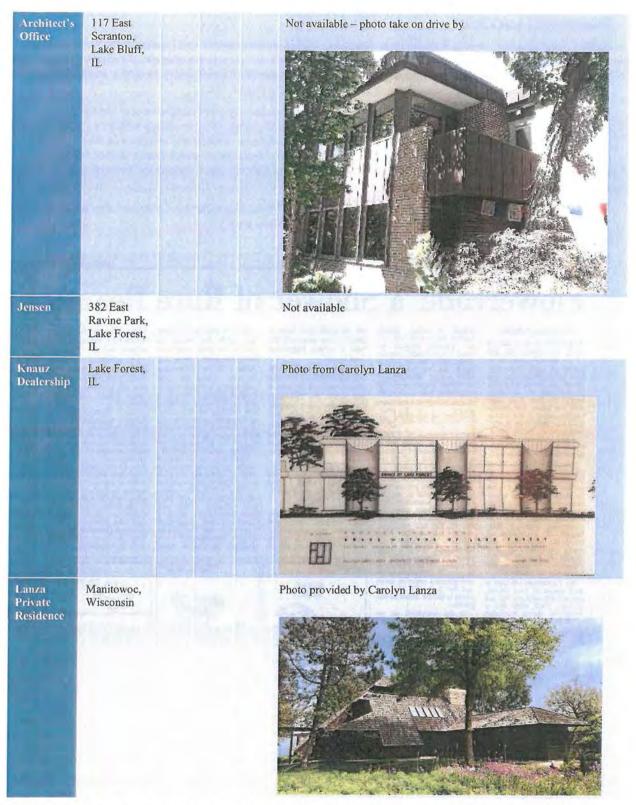
Teskoski	1371 West Everett, Lake Forest, IL			.78 acres	Rebuilt in 1995
Lanza #1 (Verschoor Residence)	1579 Conway Road, Lake Forest, IL	1966	2,691	2.14 acres	This sleek, one story contemporary home was designed by noted architect Balfour Lanza. Located down a wooded driveway on a beautiful 2.1 acres of property. This chic home boasts floor to ceiling windows, hardwood floors in great room, sealed stone floors in hallway and dining room, kitchen with stainless steel appliances and counter tops, 6 burner gas range, KitchenAid double oven, large wood burning fireplace in living room with volume ceilings, separate dining room, 2nd floor family room/office. There are 4 good sized bedrooms and 2.1 bathrooms. Exposed brick and wood walls. Attached 2 car garage. Partial unfinished basement.
Lanza #2	2603 West Oak, Lake Forest, IL				Home at this address no longer exists

Hugg	220 East Witchwood	1969	4,379	.51 acres	Not available – picture take on drive by
Janet Ullmann	253 East Witchwood,	1975		.41 acres	Photo from Carolyn Lanza. Very similar to Conway Home style.
	Lake Bluff, IL		S. Studies States		
Pickard	506 Forest Cove, Lake Bluff, IL	1968	3,918		Striking Contemporary home on quiet road in East Lake Bluff. Poised on beautiful wooded property. Spectacular views from every room. Wonderful home offers vaulted living room, splendid kitchen, luxurious master bath and comfortable family room.
Douglas	1800 Shore Acres, Lake	1978	4,675	3.96 acres	Not available – photo taken in drive by
	Bluff, IL				

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Jensen	925 East Westminster, Lake Forest, IL	1971	4,670		This classically designed contemporary home by renowned architect, Balfour Ames Lanza, has a distinctive feel that integrates various style features resulting in a warm and inviting lifestyle connecting with the outdoors. In the main living area the floor to ceiling windows bring the outdoors in where the beauty of the setting can be enjoyed. Features of the 4670 sq ft home include large living room with built-in bookshelves and oversized fireplace, atrium opening to both foyer, living room and dining room. Two master suites, one on the first floor. The family room is adjacent to the kitchen creating a comfortable space for entertaining friends and family.
Smith	325/385 East Greenwood, Lake Forest, IL				Cannot confirm location, if it still exists
Barnes	425 Washington Road, Lake Forest, IL	1969	2,899	1.62 acres	Not available – photo taken on drive by





Finally, Lanza served four years as chairman for the Building Review Board at the City of Lake Forest. He was a member of the Lake Forest Construction Code Commission at the time when the entire code was re-written (1979). The Construction Codes Commission was created to hear and decide appeals from and decisions of the Director of Community Development involving the City's various construction codes. It also acts as advisor to the staff and City Council on matters involving changes in these codes.

#### Importance of Lanza's Style

Balfour Ames Lanza's Conway Road home exemplifies a highly unique, natural style created by the well-respected Lake Forest architect who studied Frank Lloyd Wright. The home's style is a prime example of Lanza's signature style that can be seen throughout the area (namely in Lake Forest and Lake Bluff) with nearly 20 homes and businesses designed and crafted by the architect following the Usonian or Late Prairie style.

Wikipedia defines Usonian as usually referring to a group of approximately sixty middle-income family homes designed by Frank Lloyd Wright. These homes were typically small, single-story dwellings without a garage or much storage and they were are often L-shaped to fit around a garden terrace on unusual and inexpensive sites. They are characterized by native materials; flat roofs and large cantilevered overhangs for passive solar heating and natural cooling; and natural lighting with clerestory windows. They create a strong visual connection between the interior and exterior spaces.

Lanza's homes and style were showcase among other greats like David Adler, Jerome Cerny, and Frank Lloyd Wright as evidence by this 1968 parade of home in Lake Forest and Highland Park.

CHICAGO TRIBUNE, TUESDAY, OCTOBER & 1968

Flowercade: a Shower of Rare Beau

#### ITY BEENE POWERS

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advershare of a Flavershilt. Thursday is the day. There shill is time to obtain an advance tiches for \$4.5. Do-nations at the door will be 36. More than 500 had signed in for the forr by yesterday storaing. Tackets shill are available today from the Flowercade chairman, Mrn. Kussell W. Christmeine of the Stokke Garden shih (tale-blowe OF) Jamob as Mrn. phote OR 34800) or Mrs. Eugrae J. Tomile of Des Pisiscs, a seember of the committee [024-1263].

The Flowercade will take in four batters in Lake Forent, one in Haghhand Park, and ane in Laky Bluff, each with a distinctive charm. indicative of its lamily's individual ap-

proach ic living. Visitors making the circuit will see est availing designed by Prask Leopd Wright, two by David Adler, two by Jerums Carry, and eas by Balfour Ames Learts. Easty-be-follow directional posters - they're correliants with U with H. De

# Women on the Go

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Holiday Happenings Visiting hours will be Visiting hours will be from 35 s. st. be 5:30 p. m. The Plowercade committee sug-gents that guests make the William Colliers' home at 1656 W. Old Mill ed., Lake point. Formi, their starting This is a David Afler of a cou TR:S 10.53 remember of a country place in France with his irren gale, white pain to a brick walls, high stanted read, and gracinos wistan of lawns and tail treas. It's the gale buons to the old Altert Lasker estate

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have collected status and avaembled then into artistic bird ornaments by a "secret process" they haven't yet di-

valged. In addition to the arts and craffs, the women are centributing he and a bakery goods, jams, and jollies to Bieliday Mappenings in raise movey for their scholarships and civic hearti-fication projects. More than 100 gardes club exhibitions are working an the flower tions that will be seen in it the houses so the to the articles to be sold Heliday goant of the and tab en in esci Id in the

foliday must at the Colliers", Other homes in Lake Forest pened for the day will be the opened for the day will be the Faul C. Johannur' F ra nk Lloyd Wright indoors-and-dut dwelling hull in 1955-a hance vibrant with celor, with a 3s-feet calibedral colling and huge fireplate in a setting of raw is set and magnificent trees; Dr. and Mrs. Martin French accontemporary hance Fearly's ce by

Lanze with enrold the for the traks and tastes of the swuers; and the Rob bert Savilles' traditional New Eng and house by Jerome Cerny, where sare antiques harms size with wood beam celling, staircase.

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## Not Just an Important Design - It Was His Home Too

The modest four-bedroom Conway home that Lanza designed and built more than 50 years ago (in 1966) features a red brick façade and angular, pointed accents on the roof and significantly follows the Usonian style. Inside the home,

which is surrounded by woods on the two and half acres property, windows replace the space where walls normally would be, drawing natural light into the open living room, dining area and kitchen.

Lanza is pictured here with his wife and children in the Conway home. They're names and handprints are preserved in the concrete slad now located under the new laundry/mud room.

The home was owned by two estates for the last ten years or so, and rented to tenants for a number of years. Based on a discussion with Lanza's daughter Jennifer Lanza Yost, Lanza's first wife (Patricia Wren) owned and lived in the home from 1966 until mid-2004 when she passed away.

#### Other Important Cultural Contributions

According to the June 27, 2004 Chicago Tribune obituary, Patricia played an important role in the Lake Forest community. She earned her Master's degree from Northern Illinois University



in Home Economics Education. She taught Home Economics at Lake Forest High School for 22 years. Patricia played with the Lake Forest Symphony for 32 years and 16 years with the North Suburban Symphony. She was Health and Wellness Chairman for the Lake County Retired Teachers Association as well as the Lake County AARP. She was a Lake Forest resident for 37 years and was a member of the First Presbyterian Church of Lake Forest for over 45 years. Her lifelong love in addition to her family was her love for music. Her daughter (Jennifer) told the current owners that she had two grand pianos in the home, one in the modest living room and one in the dining room.

# Most Mid-Century Modern architecture is still getting short shrift. Why?

Residential Architect (a journal of the American Institute of Architects) profiled a question and answer story around Landmarking Mid-Century Modern on September 25, 2012. In the article, Landmarks Illinois' director of advocacy Lisa DiChiera said "there's a need to educate the public that buildings of the 1950s, '60s, and '70s, while they may seem young, are worthy of preservation now, while they're still in decent shape. Many people can't get beyond the notion that these homes qualify as historic, given that they were alive when they were built. More important, many people think historic means Classical design. So when they look at this type of architecture, it doesn't immediately translate as something deserving of landmark protection."

She indicates that the "Chicago area is a little later to the game than cities like Los Angeles or Miami whose warmer climates originally inspired more ranch and mid-century houses. But Chicago's been known as a center of innovative architecture and design, and it's finally recognizing that the distinction doesn't just apply to its downtown commercial center, but that it also applies to its residential architecture."

But, she recognized the North Shore communities of Glencoe, Lake Bluff, and Lake Forest, as well as the southern suburbs of Flossmoor and Olympia Fields for their efforts in protecting this architecture. "Places like Oak Park and the inner-ring suburbs were already built up by the mid-20th century; the farther-out suburbs still had lots large enough to build the kind of sprawling, ranch-style homes that define the mid-century aesthetic." But, Lisa warns that "now, these communities are thriving areas where people want to live, **increasing the likelihood that the homes would be targeted for demolition** to be replaced with newer, contemporary styles."

#### Saving the Landmark from Potential Demolition

The City of Lake Forest and staff have worked to protect similar midcentury modern homes in decay from demolition. Crain's ran a story on November 10, 2016 titled *Will this midcentury modern in Lake Forest come down?* The seller

of the home at 1711 Devonshire Lane, Lake Forest, designed by groundbreaking architects Keck & Keck was taking steps to get approval for demolition after it sat on the market unsold for over 16 months.

Consistent with Lanza #1, it was designed in classic low-lying midcentury style by architects who pioneered the passive use of the sun's heat to warm Midwestern homes even in winter, the house's broad south face is nearly all windows, while its north is nearly all stone". This is

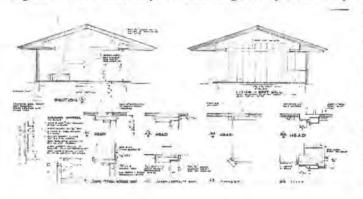


consistent with the layout and positioning of Lanza #1, where only bathroom walls and a garage wall face north.

The house did not have landmark protection and "Lake Forest officials would have to approve a buyer's demolition application. Being able to sell it pre-approved might eliminate buyers' doubts." Clearly the city did not want to lose this architectural treasure. "It's a unique property, and we're concerned that a demolition request is on the horizon," said Kate McManus, assistant planner for the city of Lake Forest. "We've lost a lot of midcentury ranch homes in Lake Forest."

#### This is the scenario Lanza #1 was in when the home was purchased in 2016

Scott Verschoor is the current owner and resident of Lanza #1 and has painstakingly worked to restore the home to its original character and beauty. When making the easy decision to purchase this home, he outbid another interested



party that wanted to tear down the entire home for the land value alone. This background should motivate all parties to protect the Lanza mid-century modern through local landmark designation, minimally.

Over the last 18 months he's worked to expand the living space and garage area. Scott is very grateful to Carolyn Lanza (Balfour's second wife) for sharing the original blueprints of the home. He worked with his architect to ensure the new additions followed those specifications and the original style.

After discussing proposals with 3-4 local architects and designers, he eventually selected local design-build firm. Before starting detailed design work, he met with Carolyn Lanza to discuss the proposed changes to Lanza #1. She shared the blueprints from the original home built in 1966 and a map of all the other homes designed by Lanza in the area. Scott and the local firm visited many of the homes and captured photos to ensure the proposed changes were in keeping with the original design methods. The goal was to ensure the changes were in alignment with the National Park Service Secretary of the Interior Standards and Guidelines for Rehabilitation. In short, it states that additions shall not "destroy the historic materials that characterize the property," and the "new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the historic integrity of the property and its environment." Additional information regarding this standard includes:

- The Secretary of the Interior is responsible for establishing standards for all programs under Departmental authority and for advising Federal agencies on the preservation of historic properties listed in or eligible for listing in the National Register of Historic Places.
- The Standards for Rehabilitation (codified in 36 CFR 67 for use in the Federal Historic Preservation Tax Incentives program) address the most prevalent treatment. "Rehabilitation" is defined as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values."

We applied these to this specific rehabilitation project in a reasonable manner, taking into consideration economic and technical feasibility.

	Standard	Rehabilitation Examples
1	A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.	As described above, the home was preserved as a single family home. The other purchase option included demolishing the home.
2	The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.	The rehabilitation included adding a new music room, converting the existing two car garage into a single car garage and mud room, and adding a new two card garage The new garage, for example, was designed and built following the original long sloping pattern of the original garage roof line.
3	Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.	No changes were incorporated to create this situation.
4	Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.	No changes were incorporated to create a conflict with this standard. Additional attic insulation, updated electrical, and the addition of a networked smoke/carbon monoxide system were added for code and safety purpose.
5	Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.	In addition to the garage design described above, the music room incorporates extensive column and brick work that follows the original building specifications. This includes the method for laying the brick, pattern, and the attention to brick gaps. We included the typical three to four feet overhang feature indicative of the home style for all new additions. Before new additions were added to the existing building, bricks were carefully and painstakingly removed so that they could be re-used on the new rooms. They were typically used at junctions between the new and existing portions of the home. This careful attention to detail makes it difficult to understand where the old building stopped and the new begins.
5	Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.	Careful attention was taken to reuse material from the original construction. This included: interior doors and trim, the original garage doors, the existing side (triangle- like) window in the garage (moved from the old garage to the new), and even old panels used under the overhang areas.
7	Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.	No situations during the build required this treatment.

8	Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.	No situations during the build required this treatment.
9	New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.	As described above, alterations were carefully considered. One of the original designs included adding a second story to the new addition. It was quickly determined that would not meet the objectives in this area. The most challenging component was determining where to add a new two car garage. The final location (depicted in the drawings earlier in this document) was selected because it allowed us to maintain the architectural features of the roof, and the placement balanced the size, mass, and scale of the L-shaped home.
10	New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.	None of the original footings, foundation, or framing were removed from this home. As such, we have achieved the standard described herein.

As described above, details mattered, including reclaiming the Chicago Common brick, outlined in the original design documents, from brick recycling centers in and around the Chicago area.

```
    ALL MATERIALS USED IN THIS DIVISION SHALL BE OLEAN AND FREE
FROM FOREIGN MATTER.
    2-1 BRICK SHALL BE COMMON BRICK AS MANUFACTURED BY THE CHICAGO
BRICK COMPANY AND KNOWN AS "OLD ROSE".
    2-2 CONCRETE BLOCK SHALL BE LOVE REARING AND SHALL CONFORM TO
```

Ironically, one of the major living space additions is affectionately referred to as the music room. It too will house a grand piano.

A drawing of the nearly complete renovation is depicted below following the L-shaped Usonian style.



Lanza's style, in his own words, is not traditional or modern. It's natural. His design process demonstrated an awareness of the period's technology in a candid way and strayed away from traditional and post-modern design. He was aware of his client's needs, but even more so aware of the site and climate he was designing, according to his resume. "His integrated details gave a feeling of openness combined with a great sense of shelter," Lanza's obituary said.

Before moving forward with the project, we created a booklet outlining the architectural importance of Lanza and the Lanza #1 home at the August 24, 2016 City of Lake Forest Historic Preservation Commission meeting. Key highlights from that meeting include (as captured in the city's video capturing the meeting minutes):

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- The board was fascinated by the material assembled around the historic significance of Lanza that we
  presented at this session.
- The board also discussed also discussed the historic significance of another home Lanza designed on Mayflower Road in Lake Forest. That was saved from demolition. More detail around this situation can be found in the final observations below.
- They reflected on some of his other designs and described Lanza's home as "Frank Lloyd Wright with light".
- One board member described him as a "personal friend and wanted to work for him"

One final observation regarding the architectural significance of this home. In 2013, Granacki Historical Consultants developed a report for the homeowner of 230 N. Mayflower Road in Lake Forest and brought it before the Lake Forest Historic Preservation Commission. As described above, this was one of the homes designed by Lanza. The owners were seeking to partially demo the house and significantly modify the style. Both Lake Forest City staff and the Commission expressed concerns with demolishing 230 Mayflower and agreed that it was architecturally significant (despite the consultant's report). The petition was continued and was never brought back to the Commission will a demo request. This action by the city and commission further strengthens the importance of Lanza #1 as being architecturally significant.

During the meeting, the then acting Commissioner Travers noted that "Mr. Lanza has in the past been identified as a significant architect in the City of Lake Forest. He noted a brochure published by the Lake Forest Preservation Foundation that describes the existing house and identifies Mr. Lanza as a noted architect".

#### Architectural Assessment of Lanza #1

Dr. Arthur Miller has been the president and secretary of the Lake Forest Preservation Foundation and served as archivist and Librarian for Special Collections professor for Lake Forest College for 41 years.

By way of background, through continuous dedication to the preservation of the historic visual character of Lake Forest, the Lake Forest Preservation Foundation:

- Encourages and aids the restoration and preservation of historic sites, structures, landscapes and amenities of the community
- Presents educational programs and publishes newsletters to increase knowledge and awareness of Lake Forest's historic resources
- Observes City meetings in order to assist with preservation issues
- · Conducts research, surveys, and studies related to historic preservation
- Recognizes projects in the community that contribute to the visual character of Lake Forest through our annual
  presentation of Historic Preservation Awards
- By focusing on the City's integrity, beauty and historic character, we help ensure that future generations will continue to value, appreciate and enjoy Lake Forest.

Dr. Miller is very familiar with the history of Lake Forest, preservation guidelines, and the history of Lanza's work in the community. We've shared our project goals, designs, and results with Dr. Miller along the way. He provided the following observations to Scott Verschoor regarding Lanza #1 by email on July 7, 2017.

My knowledge of your house is limited to (1) the package that Mike Hrusovsky put together in a pdf and (2) to my prior knowledge over four to five decades of other Lanza houses (the former Lilac Barnes house off Washington Rd., the former Davies house on Mayflower). I've looked at the original appearance in drawings and then also at the renderings of the facades of your house. The additions are compatible with the style of the house, and do not disrupt the entry façade, which I can understand by this comparison from the images. I'm not as clear on the other side, but it is the entry that counts.

I would contrast this approach for the added garage space with that employed for I. W. Colburn's Reed house, 1960, at 339 Foster: it is very clear what "was part of the original home" even though a garage is adaptivelyreused as a guest house, with a clearly later but recessive garage extending from another part of the house. We gave this home a preservation award this year. It's very clear what's new and what's old, with the new not changing the perception of the original, except for adding an originally Coburn designed but not built breezeway between the two units. I find that project off Green Bay Road near the Day School very pleasing, as I do yours. The Foster Place project does not impact the way the proportions of the original design are perceived. In your case, the addition beyond the original garage does the same: it elongates the facade, indeed what is perceived as the original facade by the casual viewer.

Your additions are very pleasing in the context of the original whole, and do not "disrespect" the original, which I do find worthy of land-marking. Lake Forest is not perceived as a modernist town, and we have lost many examples so that saving this one is most appreciated. Generally, I find the original house worthy of being landmarked, a very good example of a Lake Forest midcentury modern house, representing many that have been lost (examples include Illinois just east of Sheridan on Greenbriar only recently and on Westleigh near the lake). You are to be commended for preserving this fine house and making it livable for 21st use.

My claim to being an "architectural historian" is my possessing a Ph.D. in a humanities field (English, Northwestern) that trains me to "read" art in many forms, plus extensive travel (Junior year in France, with many subsequent visits), articles and work on many books about Lake Forest architecture, architects (Alder, Shaw, Frazier, etc.) and landscape; and given tours here for groups such as the Yale School of Architecture and the Cultural Landscape Foundation, DC. I've spoken in NYC at Sotheby's and at Philadelphia at Carpenter's Hall, and in Chicago for the CaF and Landmarks Illinois at the Cultural Center. I've presented to the state agency board that reviews nominations and worked on one nomination. I respect Susan Benjamin, an expert from Highland Park on midcentury modern and Anthony Rubino in Springfield, who would be the backup authority here. Also, Lake Forest city staff and the HPC are well qualified.

# 7. PROPERTY DESCRIPTION

Acreage of property: 2.34 acres (101,779 SQFT

Legal Description: (provide below or attach to form)

Lot 14 in unit number 13 of Percy Wilson's Lake Forest Westlands, being a subdivision in sections 6 and 7, township 43 north, range 12, east of the third principal meridian, according to the plat thereof, recorded October 25, 1956 as document 928347 in book 33 of plats, page 135 in Lake County, Illinois.

From the Lake County Tax Website

10 Digit Parcel Number	1606303001
Township	West Deerfield
Municipality	LAKE FOREST
Unincorporated Zoning	INC
Zoning Restriction	
Property Address	1579 CONWAY RD
Post Office or City	LAKE FOREST ILL 60045-2627
Taxpayer Name	SCOTT VERSCHOOR
Tax Description Line 1	PERCY WILSON'S LAKE FOREST WESTLANDS UNIT 3; LOT 14

#### 8. MAJOR BIBLIOGRAPHICAL REFERENCES

Cite any books, articles, and other sources used in preparing this form. (Continue on separate sheet, if necessary)

- 1 Carolyn Lanza of Manitowoc, Wisconsin she is Balfour Lanza's second wife. Met with her in early 2016 to collect historical photo, blueprints of the home, and new paper clippings
- 2 Jennifer Lanza Yost she is the daughter of Balfour Lanza. She visited the home in early 2016. She grew up in the home and was able to provide additional background information.
- 3 Chicago Tribune obituary (June 27, 2004)
- 4 Chicago Tribune October 8, 1968
- 5 Wikipedia.com
- 6 Redfin.com
- 7 Maps.google.com
- 8 City of Lake Forest Construction Commission Codes website
- 9 Lake County GIS Property Database (online)
- 10 Lake Forest Preservation Foundation, 2009 Newsletter
- 11 Secretary of the Interior Website
- 12 Lake Forest Preservation Foundation Website
- 13 City of Lake Forest Historic Preservation Website
- 14 Andrew Heckenkamp, Survey & National Register Coordinator for the Illinois State Historic Preservation Office in the IDNR|Office of Land Management
- 15 U.S. Department of the Interior, National Park Service National Register Website
- 16 Crain's November 10, 2016 Story titled Will this midcentury modern in Lake Forest come down?
- 17 Residential Architect website

# 9. OWNER OF PROPERTY

Name: Scott Verschoor

Address: 1579 Conway Rd, Lake Forest, IL 60045

Signature:



# **10. FORM PREPARED BY**

Name:Scott VerschoorOrganization:Owner / ResidentStreetAddress: 1579 Conway RdCity:Lake Forest State: IL

Return to: Historic Preservation Commission Community Development Department 800 Field Drive Lake Forest, IL 60045 
 Date:
 April 2017

 Telephone:
 847.848.3160

 Zip Code:
 60045

HPC Use Only:
Date Received:
Date Heard:
Commission Decision:
Council Action:
Date:

#### APPENDIX

Balfour Ames Lanza Obituary (received from his wife Carolyn Lanza)

# Balfour Ames Lanza

Ralfour Ames Lanza, age 67, died Friday, September 27, 1996, of ALS Uau Grény's Disease: Born on November 25, 1928, he spent most of his lite as an architect. He designed homes which were economically viable, yet gave a sense of existing "of the land-not on it" His style was neither traditional or modern, it was natural. His integrated details gave a feeling of openness combined with a great sense of shelter. These include a former residence "Jackpine" at Lake Forest, III, which he shared for 17 years with his surviving wile, Carolyn Together they also built "LakePine" in Manitowoc, Wis, which they recently transformed from a weekend getaway cabin into their ten acre private residence on the lake.



which they recently transformed from a weekend getaway cabin into their ten acre private residence on the lake. Survivors include children, Christopher, Jennifer, Jeffrey, Renee, Valerie, grandson, Steven, brother, Bob; and sister, Karen. The family requests that in lieu of flowers any donations be made to the University of Wisconsin, ALS Clinical Research Center, 600 Highland Ave. H6-563 CSC, Madison, WI 53792.

There will be a Memorial Service and Celebration of the Life of Architect Balfour Ames Lanza at Bal and Carolyn's home, "Lakepine", on Sunday, September 29, 1996, at 2 p.m. (5717 S. L.S., Manitowoc). On Tuesday, October 1, 1996, there will be a graveside service at 1 p.m. in Lake Forest, III., (130 miles south of Manitowoc) at the Lake Forest Cemetery, 1525 North Lake Road. Further details are available at Reinbold & Pfeffer Family Funeral Services, Manitowoc.

First Wife Patricia Wren and Balfour Ames Lanza (received from daughter Jennifer)





His Children Christopher, Jeffrey, and Jennifer (received from daughter Jennifer)

His Parent Balfour and Edith Lanza (received from daughter Jennifer)



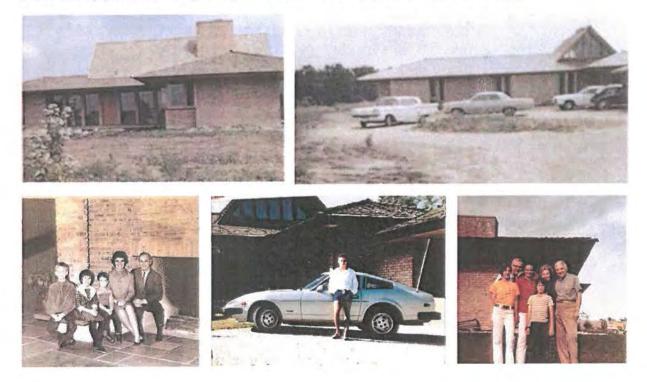
Childhood photo of Balfour Ames Lanza (received from daughter Jennifer)



Representative pictures of home (from Redfin.com listing in 2016)

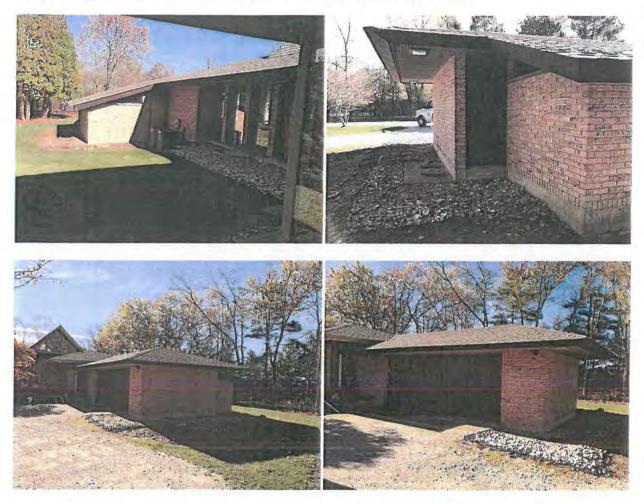


Photos of early (late 1960s - early 1970s) Lanza Home and Family (received from wife Carolyn)



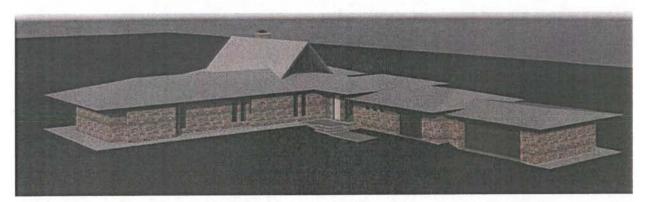
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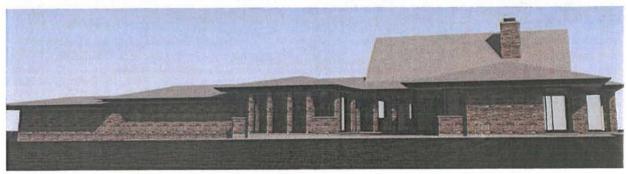
The following pictures provide a view of the home before the new additions were made.

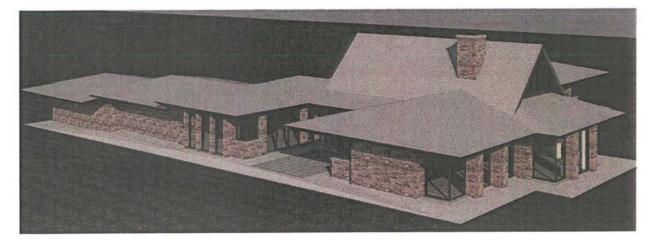


Rendering of additions to home (currently under construction) – Scott Verschoor hired the services of a local firm for the drawings





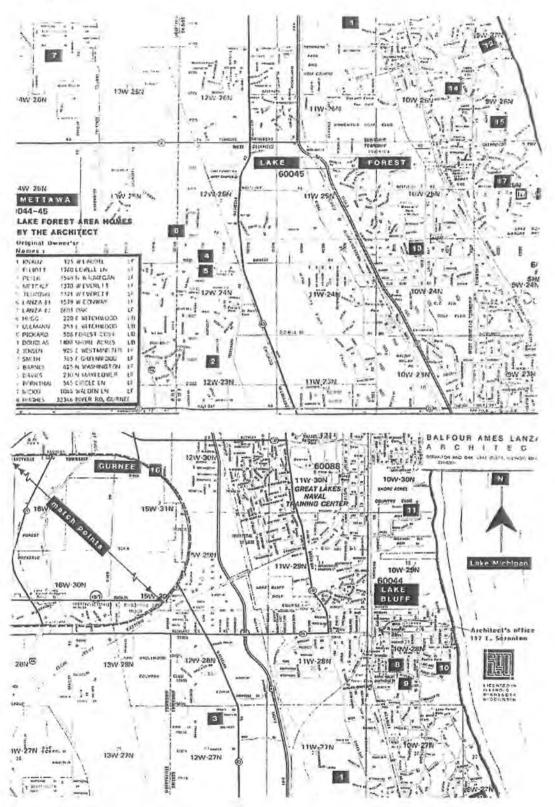




Verschoor - 1579 Conway, Lake Forest, IL 60045

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Map of other Lanza homes designed and built in and around Lake Forest and Lake Bluff (maps provided by Carolyn Lanza)



Verschoor - 1579 Conway, Lake Forest, IL 60045

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# National Register

#### Criteria for Evaluation

We shared this document with Andrew Heckenkamp, Survey & National Register Coordinator for the Illinois State Historic Preservation Office in the IDNR/Office of Land Management. He offered to support this process through the national registration process. Andrew reminded us that the local and national criteria are not the same. Should national registration be the ideal path, Lanza #1 would be assessed against the criteria below.

## Criteria for Evaluation

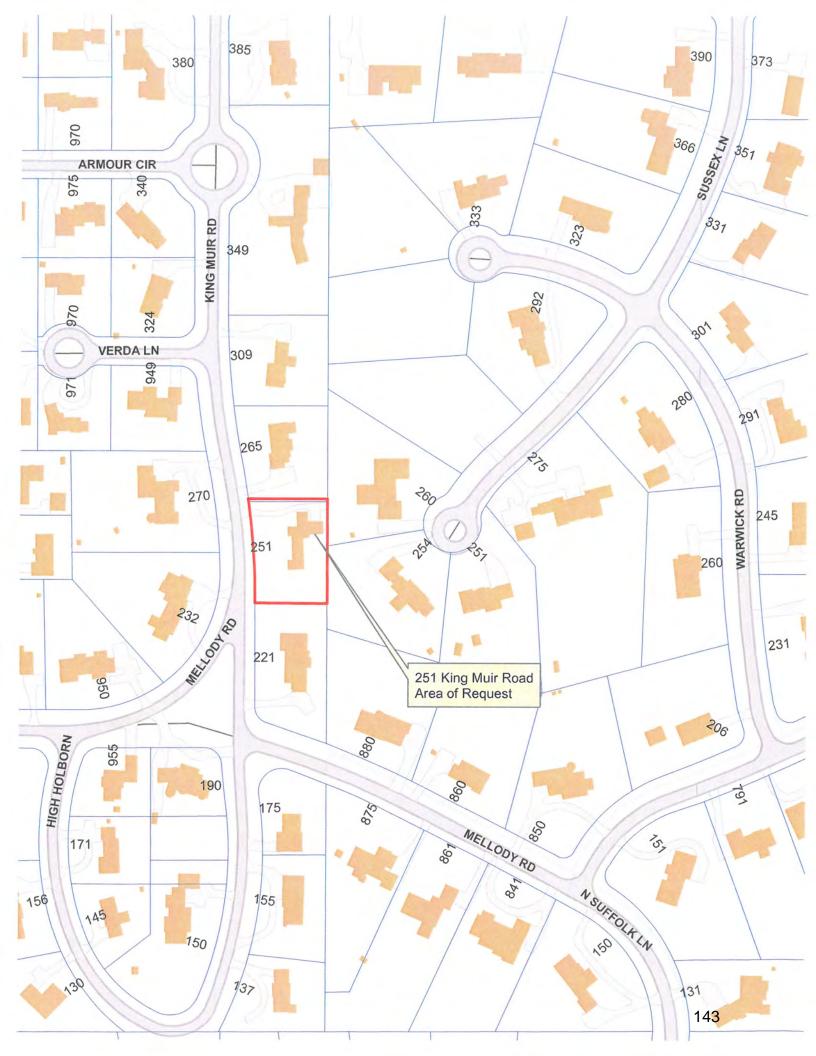
The quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- A. That are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. That are associated with the lives of significant persons in our past; or
- C. That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. That have yielded or may be likely to yield, information important in history or prehistory.

## Criteria Consideration

Ordinarily cemeteries, birthplaces, graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past 50 years shall not be considered eligible for the National Register. However, such properties will qualify if they are integral parts of districts that do meet the criteria or if they fall within the following categories:

- A. A religious property deriving primary significance from architectural or artistic distinction or historical importance; or
- B. A building or structure removed from its original location but which is primarily significant for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or
- C. A birthplace or grave of a historical figure of outstanding importance if there is no appropriate site or building associated with his or her productive life; or
- D. A cemetery that derives its primary importance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events; or
- E. A reconstructed building when accurately executed in a suitable environment and presented in a dignified manner
   as part of a restoration master plan, and when no other building or structure with the same association has survived; or
- F. A property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own exceptional significance; or
- G. A property achieving significance within the past 50 years if it is of exceptional importance.



# THE CITY OF LAKE FOREST

# ORDINANCE NO. 2017-

# AN ORDINANCE GRANTING A VARIANCE FROM THE REAR YARD SETBACK REQUIREMENT FOR PROPERTY LOCATED AT 251 KING MUIR ROAD

WHEREAS, Lawrence and Linda Remensnyder ("Owners") are the owners of that certain real property commonly known as 251 King Muir Road, 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 a rear, one-story addition ("*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 rear yard setback area; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on June 26, 2017; 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:

- The variance will not alter the essential character of the subject property, the surrounding area or the larger neighborhood in which the property is located.
- 2. The addition is necessary to meet the needs of the homeowners and allow them to age in place.
- 3. The house is designated as a Local Historic Landmark and the variance, if granted, will allow the addition to be constructed in a manner that will preserve the historic integrity of the house.
- 4. The conditions upon which the variance is requested are generally unique to this property, a Local Historic Landmark, and this neighborhood and are not generally applicable to other properties in the same zoning district in other areas of the community.

- 5. The unique conditions of this property include the location and configuration of the footprint of the existing house, the shallow depth of the lot, a change in the setback requirements after the house was constructed, and the historic significance of the property. These conditions are generally unique to this property and are unlikely to be applicable in the same combination to other properties in the same zoning district.
- 6. The variances will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or substantially diminish property values. Significant landscaping exists to screen the proposed addition from the neighboring homes.

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

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

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

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

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

SECTION THREE: Zoning Setback Variances Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow the rear addition to be located no closer than 10 feet 4 inches to the east property line.

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

A. <u>No Authorization of Work</u>. 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. <u>Compliance with Laws</u>. 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. <u>Tree Preservation</u>. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. <u>Staging, Parking and Storage.</u> 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. <u>Compliance with the Plans</u>. 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. <u>Fees and Costs</u>. 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.

G. <u>Other</u>. In order to minimize impacts on the neighbors, the flat roof of the addition is not permitted to be used as outdoor living space and vegetation must be maintained along the rear property line to screen views of the encroaching addition from the neighboring properties.

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 \_\_\_\_\_, 2017. AYES: ( ) NAYS: ( ) ABSENT: ( ) ABSTAIN: ( ) PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2017.

ATTEST:

Mayor

City Clerk

#### **Executive Summary**

In 2006, Lake County and participating Lake County municipalities developed and adopted the first *Lake County Countywide All Natural Hazards Mitigation Plan (ANHMP)*. The Federal Emergency Management Agency (FEMA), through the Disaster Mitigation Act of 2000 (DMA 2000) and the Stafford Act require that a community develop and adopt a FEMA-approved natural hazard mitigation ANHMP in order to be eligible for hazard mitigation grant



funds. DMA 2000 and the Stafford Act require that the mitigation ANHMP be updated and re-adopted every five years to maintain grant eligibility. This 2017 ANHMP is the second update of the 2006 ANHMP. The ANHMP is multi-jurisdictional, meaning the County and the municipalities must adopt the ANHMP.

This ANHMP meets all FEMA planning requirements including those of the FEMA National Flood Insurance Program's (NFIP) Community Rating System (CRS). The ANHMP allows Lake County and the participating communities to receive Hazard Mitigation Assistance Program (HMA) grant funding from FEMA to fund mitigation projects. More can be learned about these programs at: <u>http://www.fema.gov/hazard-mitigation-grant-program</u>. CRS allows participating communities to earn credit towards discounts in flood insurance premiums.

"Hazard mitigation is defined as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event."

FEMA

While this ANHMP meets federal planning requirements, it has also been prepared to protect life, health and safety, and to reduce damage to property and infrastructure from natural hazards. This ANHMP assesses the natural hazards that affect Lake County, sets mitigation goals, considers mitigation efforts currently being implemented, evaluates additional

mitigation strategies, and recommends mitigation actions to be implemented over the next five years. The mitigation actions are designed to protect the people and assets of Lake County, and designed to be undertaken by both the public and the private sectors.

#### ANHMP Development

The ANHMP update was conducted with the input of the Lake County Hazard Mitigation Planning Committee (HMPC), which includes Lake County departments and agencies, Lake County municipalities and other stakeholders. The HMPC has been in place since the development of the 2006 ANHMP and has been meeting annually. The efforts of the HMPC were coordinated by the Lake County Stormwater Management Commission (SMC) and Lake County Emergency Management Agency (LCEMA).

Lake County, Illinois, is subject to natural hazards that threaten the life, health, and safety of residents and visitors. Natural hazards have caused extensive property damage throughout the County and can be expected to cause more damage in the future. In recent years:

- Major flood events struck the County in 1979, 1982, 1986, 1993, 1996, 2000, 2004, 2008 and 2013;
- Sixteen tornadoes have touched down since 1957;
- Severe thunderstorm, high winds, hail and rain impacted the County in 1996, 1998, 2002, 2007 and 2011;
- Severe winter storms impacted the residents in 1999, 2000, 2008;
- Wildfires burned acreage in 2003 and 2005; and
- Extreme heat impacted the young and the elderly in 1999.

The update of the ANHMP was based on discussion and data provided by the participating municipalities as they followed the recommended 10-step planning process. An ANHMP introduction and a description of the planning process are presented in Chapters 1 and 2. Natural hazards that can impact Lake County have been assessed in Chapter 3. Goals and guidelines established by the HMPC are presented in Chapter 4. Six mitigation strategies and a capabilities assessment of Lake County are examined in Chapter 5. The ANHMP action plan is detailed in Chapter 6, and procedures for monitoring and maintaining this ANHMP are included in Chapter 7.

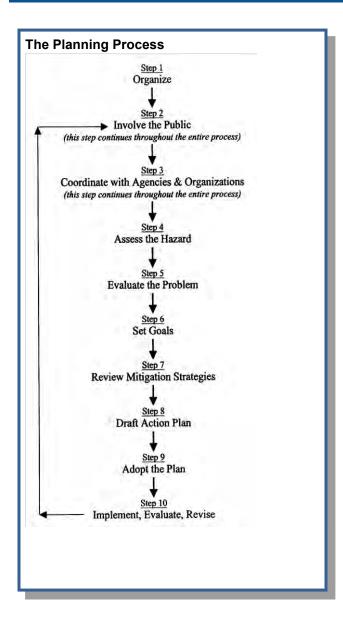
#### Chapter Summary

#### Introduction

Lake County is the most northeastern County in Illinois. The County Seat is Waukegan, Illinois. The County is composed of 53 individual communities and 18 townships. The total area of Lake County is approximately 1,368 square miles with a land area of approximately 448 square miles and the rest water.

Land in the county generally slopes to the southeast. Lake County is approximately 23.5 miles from north to south. At its widest point, the southern county border, Lake County is approximately 22.6 miles from east to west. Elevations in the county range from 957 feet above sea level to 580 feet above sea level. There are four major watersheds in Lake County: Des Plaines River, Fox River, North Branch of the Chicago River, and Lake Michigan.

Lake County has a population of 703,462 and a population density of 1,572 people per square mile, according to the 2010 U.S. Census. Approximately 260,310 housing units exist within the County. Lake County is the third most populated county in Illinois behind Cook County and DuPage County. The Lake County population makes up approximately 5.5% of the total population in the State of Illinois.



#### **Planning Process**

The HMPC followed a 10-step planning process to update the ANHMP. The HMPC met three times from June to October 2016. The HMPC reviewed the hazards and their effects on people and property, considered a variety of ways to reduce and prevent damage, and recommended the most appropriate and feasible measures for implementation. Existing plans and programs were reviewed during the planning process. It should be underscored that this ANHMP does not replace other planning efforts, such as community comprehensive plans, or the County Comprehensive Lake Stormwater Management Plan. This ANHMP complements those efforts. The public was invited to participate through several concurrent means. including the HMPC meetings, online surveys, paper surveys, press releases, newsletter articles, and the Lake

County website. A public meeting was held on October 21, 2016 at the Lake County Administration Building in Waukegan, Illinois. The public comment period extended from October 21 to November 21, 2016.

#### Natural Hazard Risk Assessment

The HMPC reviewed all potential natural hazards that could impact Lake County, and evaluated them based on their causes, their likelihood of occurring, and their impact on people, property, critical facilities, and the local economy. The information was based on available technical studies and reports by the participating agencies and communities and on their past experiences. The table below shows the natural hazards that are the focus of this ANHMP and provides a summary of the hazards' potential impact on Lake County's health and safety, total assets, and economy from the risk assessment.

	Impact on			
Hazard	Health and Safety	Buildings	Critical Facilities	Economy
Floods (1% chance any year)	Moderate	High	Moderate	High
Floods (10% chance any year)	Moderate	Moderate	Moderate	Moderate
Tornado (Countywide)	High	High	Moderate	Moderate
Tornado (Community)	High	High	Moderate	Moderate
Severe Summer Storms	Moderate	Moderate	Moderate	Low
Severe Winter Storms	Moderate	Moderate	Moderate	Low
Drought	High	Moderate	Low	Moderate
Earthquake	Low	Low	Moderate	Low
Dam Failure				
Extreme Temperatures	Low	Low	Low	Low
Erosion	Moderate	Low	Low	Moderate
Power Outage	High	Low	Low	Low

#### Summary of Impact on Natural Hazards

All exhibits included in Chapters 3 and 5 will be available on the SMC website. Exhibits can be downloaded at: <u>http://www.lakecountyil.gov/2369/All-Natural-Hazards-Mitigation-Plan</u>

#### Hazard Mitigation Goals and Guidelines

The goals of the ANHMP were reviewed and reaffirmed by the HMPC. The ANHMP goals are:

- Goal 1. Protect the lives, health, and safety of the people of Lake County from the impact and effects of natural hazards.
- Goal 2. Protect public services, utilities and critical facilities from potential damage from natural hazard events.
- Goal 3: Mitigate existing buildings to protect against damage from natural hazard events.
- Goal 4. Ensure that new developments do not create new exposures of people and property to damage from natural hazards.
- Goal 5. Mitigate to protect against economic and transportation losses due to natural hazards.

Chapter 4 presents guidelines developed by the HMPC for the purpose of achieving the above goals and to facilitate the development of hazard mitigation action items.

#### Hazard Mitigation Strategies

The HMPC then considered mitigation strategies for the natural hazards shown on page ES-4. The HMPC reviewed current <u>preventive mitigation measures</u> being implemented by the County and municipalities. Preventive measures include activities such as building codes and the enforcement of the Lake County Watershed Development Ordinance. Lake

County is very strong in preventive measures through floodplain regulations and sustainable projects.

<u>Property protection mitigation measures</u> are used to modify buildings or property subject to existing damage. The HMPC agreed that special attention should be given to floodplain areas and designated repetitively flooded areas. SMC should continue with their voluntary floodplain acquisition program. Many measures can be implemented by the property owners, such as dry and wet floodproofing. Appropriate government activities include

public information, technical assistance and financial support. Emphasis has also been placed on critical facilities; understanding their vulnerability to wind and severe storm hazards.

<u>Natural resource protection</u> activities are aimed at preserving (or in some cases restoring) natural areas. They include preserving wetlands, control of erosion and sedimentation, stream restoration, and urban forestry. Urban forestry programs are encouraged to protect utility lines during wind and ice storms.



The HMPC called for a better understanding of flood and other hazards to improve <u>emergency management</u> – preparedness, response and recovery.

<u>Structural mitigation projects</u>, such as the regional detention basins are still important within the County's comprehensive watershed management program. Additional watershed studies are still needed. The HMPC also recommended that each community establish a formal and regular program of drainage system maintenance and examine drainage improvements.

The HMPC identified numerous subject areas that would benefit from a coordinated <u>public</u> <u>information</u> program to focus on residents and property owners obtaining proper insurance and ways for people to protect themselves and their property from natural hazards.

#### Case Study: Lake County's Flood Hazard Mitigation Program

The Lake County Stormwater Management Commission began purchasing repetitively damaged homes and properties in 1998 utilizing funds from FEMA's Pre-Disaster Mitigation, Hazard Mitigation Grant, and Severe Repetitive Loss Grant programs.

Grant funding received to date amounts to over \$9 million for the purchase of 198 structures and properties in the Village of Gurnee, the Village of Round Lake Heights, unincorporated Wauconda Township and other areas throughout the county. A mix of local cost-share funding has included Lake County's Capital Improvement Program, local municipalities and SMC.

#### **Mitigation Action Plan**

The action plan outlines the recommended activities and initiatives to be implemented over the next five years. It is understood that implementation is contingent on the availability of resources (staff and funding). The action plan identifies those responsible for implementing the action items, and when they are to be completed.

Mitigation actions are not limited to those listed in the action plan. Other recommendations in this ANHMP (Chapter 5) should be implemented as opportunities arise.

There are 33 action items included in this ANHMP update. The first two action items are administrative. The first action item calls for the formal adoption of this ANHMP. Formal adoption is a requirement for recognition of the ANHMP by mitigation funding programs. The HMPC will provide the mechanism and a vehicle for the ANHMP to be implemented, monitored, evaluated and updated, and for continued public involvement. The HMPC will report to the County Board and municipal councils and boards, annually, and participate in the next five-year update.

The other action items are mitigation program items. Many are ongoing activities of stormwater management and emergency management offices and agencies. The action items were prioritized by the HMPC based on action that they felt should be implemented countywide and which each municipality should undertake. Below is a list summarizing the action items included in Chapter 6. Action items are also presented as community-specific action items in Chapter 6.

#### 2017 ANHMP Action Items – for All Agencies and All Communities

- 1. Adoption
- 2. Monitor & Maintain
- 3. Incorporate ANHMP in Other Plans
- 4. Implement WDO & NFIP
- 5. Public Information
- 6. Alternate Power Sources
- 7. Mitigation of Critical Facilities
- 8. Capacity of Drainage Systems
- 9. Maintain Drainage Systems
- 10. Property Protection Projects
- 11. Reduce Inflow and Infiltration
- 12. Wind Mitigation & Safe Rooms
- 13. Tree City USA
- 14. NIMS Compliance
- 15. Improve Building Codes
- 16. Seek Grant Funding
- 17. StormReady
- 18. CRS Participation
- 19. Continue to Map Natural Hazard Impacts & Continue Vulnerability Assessments

- 20. SMC Flood Mitigation Projects
- 21. Development of Flood Stage Maps
- 22. Snow Removal Plan
- 23. Utility Tree Trimming
- 24. Sump Pump Disconnects
- 25. Local Drainage Studies
- 26. Increase Detention
- 27. SMC Flood Mitigation Projects
- 28. Development of Flood Stage Maps
- 29. Snow Removal Plan
- 30. Investigate Countywide Warning System
- 31. Investigate Future Conditions & the Impact on Depth and Frequency of Flooding
- 32. Lincolnshire Creek Improvements
- Mitigate Septic Discharge; Leaching into Waterways
- 34. Emergency Response
- 35. Implement the FFRMS

#### Plan Adoption

This ANHMP serves to recommend mitigation measures for Lake County. Adoption is also a requirement for recognition of the ANHMP by FEMA for mitigation funding programs.

The adoption of this *Lake County All Natural Hazards Mitigation Plan* will be done by resolution of the County Board, the city councils, and boards of trustees of each participating municipality. The municipal resolutions will adopt each action item that is pertinent to the community and a person responsible for it will be assigned. With adoption, the County and each municipality are individually eligible to apply for FEMA mitigation grant funding.

#### Summary

This 2017 update to the ANHMP was developed by the Lake County HMPC as a multijurisdictional ANHMP to meet federal mitigation planning requirements. This ANHMP updated the examination of natural hazards facing Lake County, establishes mitigation goals, evaluates and highlights the existing mitigation activities underway in Lake County, and recommends a mitigation action plan for the County and municipalities to undertake in the next five years. The mitigation efforts included in this ANHMP are for protecting people, property and other assets of Lake County. Some action items are ongoing efforts; others are new. Implementation of all action items is contingent on the availability of staff and funding.

This ANHMP will be adopted by resolution by the County and each participating municipality. This ANHMP will be implemented and maintained through both countywide and individual initiatives, as funding and resources become available.





#### Lake County All Natural Hazards Mitigation Plan – 2017 Update Frequently Asked Questions (ANHMP FAQs)

#### 1. What is the Lake County All Natural Hazards Mitigation Plan?

The Lake County All Natural Hazards Mitigation Plan (ANHMP) is a plan that addresses natural hazards that may impact Lake County, such as floods, severe summer storms, winter storms and tornadoes, and identifies activities that can be undertaken by both the public and the private sectors to reduce safety hazards, health hazards, and property damage caused by natural hazards. While the ANHMP was developed countywide, it is considered to be a "multi-jurisdictional plan."

#### 2. Why was the ANHMP developed?

Having an adopted mitigation plan allows Lake County and participating Lake County municipalities to be eligible for mitigation grant funds from the Federal Emergency Management Agency (FEMA). The ANHMP was developed to fulfill the federal mitigation planning requirements of Section 104 of the Disaster Mitigation Act of 2000 and the Stafford Act for funding under the FEMA Hazard Mitigation Assistance (HMA) grant programs. The ANHMP is also eligible for credit for communities that participate in FEMA's Community Rating System (CRS) under the National Flood Insurance Program.

#### 3. Who developed the ANHMP?

The ANHMP was developed through a mitigation planning committee that included Lake County, participating Lake County municipalities and other stakeholders, and through the assistance of a planning consultant. The Hazard Mitigation Planning Committee (formerly called the Local Planning Committee or LPC) was established as a permanent advisory body to Lake County in 2006 and has been meeting annually.

#### 4. Why update the ANHMP?

FEMA requires hazard mitigation plans to be updated and re-adopted every five (5) years.

#### 5. What was the update "process"?

Our update process included three meetings of the Hazard Mitigation Planning Committee (HMPC) to review the ANHMP's goals and action items, and to draft updated plan. Information was requested from municipalities regarding mitigation activities of the past five years. Public input and comments were collected through an online survey. A draft of the updated ANHMP was made available for public review and a public hearing/meeting, and sent to Illinois Emergency Management Agency (IEMA) and FEMA for review and approval. Last, the County and participating municipalities will adopt the updated ANHMP.

#### 6. The ANHMP is considered multi-jurisdictional. Is this the same as "countywide"?

No, the ANHMP is *not* a countywide plan like the Lake County Stormwater Management Plan. FEMA allows for the multi-jurisdictional development of hazard mitigation plans. Each government agency must adopt and implement the ANHMP for its own purposes. The County Board adoption of the ANHMP is for unincorporated areas of the County. Each municipality must adopt the ANHMP for themselves.

#### 7. How do we adopt the ANHMP?

By resolution. Communities will be provided with a sample adoption resolution and instructions on where to send a copy of the resolution for IEMA and FEMA's records.

### 8. If we don't adopt the 2017 ANHMP will our community is eligible for IEMA/FEMA disaster assistance following a disaster declaration for Lake County?

Yes. This ANHMP is for the mitigation grant purposes. It is not tied to disaster assistance. Recognize that often mitigation projects come to light following a disaster. It is prudent to have an adopted mitigation plan.

#### 9. Who will implement the Mitigation Plan?

Each municipality, agency and institution that adopts the Mitigation Plan will implement the Mitigation Plan, according to the resolution passed, and *as resources (staff time and funding) become available*. Ideally, there will be some joint efforts, through the Mitigation Committee, with the County, municipalities and townships to implement mitigation actions. An example of a joint effort may be the development of common public information materials.

#### 10. What are the types of mitigation grants available?

Planning grants and project grants. Examples of mitigation planning grants would be for the study of repetitive flood loss areas, or the evaluation of critical facilities to determine if they are disaster resistant. Examples of mitigation project grants would be for floodplain property acquisitions, or construction of a tornado shelter at a senior care facility. All plans and projects are funded 75% by FEMA and 25% by the community or agency.

#### 11. How do we apply for a mitigation grant?

Mitigation grants are applied for through the IEMA. An online "eGrant" application is used. Communities can contact Ron Davis, the State Hazard Mitigation Officer at IEMA, at 217/782-8719 (mailto:ron.davis@illinois.gov) for more information.

#### 12. What is the FEMA web site for hazard mitigation grants programs?

For more information about FEMA mitigation grant programs, or HMA, visit: <u>www.fema.gov/hazard-mitigation-assistance</u>.

Also, visit IEMA's web site at: www.state.il.us/iema/planning/planning.htm

#### 13. How can I learn more about the Community Rating System (CRS)?

Information on the CRS can be found at FEMA's web site: <u>www.floodsmart.gov/crs</u> or <u>www.fema.gov/national-flood-insurance-program-community-rating-system</u>

#### 14. Who do we contact about the ANHMP update?

Feel free to contact Sharon Østerby of the SMC at mailto:sosterby@lakecountyil.govor 847-377-7706.

#### A RESOLUTION ADOPTION OF THE 2017 LAKE COUNTY ALL NATURAL HAZARDS MITIGATION PLAN

WHEREAS, Lake County is subject to flooding, tornadoes, severe summer and winter storms, and other natural hazards that can damage property, close businesses, disrupt traffic, and present a public health and safety hazard; and

**WHEREAS**, the Lake County Hazard Mitigation Planning Committee has prepared and recommended the 2017 update of *Lake County All Natural Hazards Mitigation Plan* that reviews the County's options to protect people and reduce damage from hazards; and

WHEREAS, the Lake County and Lake County municipalities prepared and adopted the 2012 Lake County All Natural Hazards Mitigation Plan and the 2017 Lake County All Natural Hazards Mitigation Plan is an update required by the Federal Emergency Management Agency; and

WHEREAS, the 2017 *Lake County All Natural Hazards Mitigation Plan* was developed as a multi-jurisdictional plan and has been submitted and approved by Illinois Emergency Management Agency and the Federal Emergency Management Agency; and

WHEREAS, the recommended 2017 Lake County All Natural Hazards Mitigation Plan has been widely circulated for review by residents and federal, state, and regional agencies and has been supported by those reviewers; and

WHEREAS, the preparation and adoption of a community mitigation plan is a requirement of the Federal Emergency Management Agency in order for Lake County to be eligible for federal mitigation funds under Section 104 of the Disaster Mitigation Act of 2000 (42 USC 5165), and under 44 CFR (Code of Federal Regulations) Part 201.

**NOW, THEREFORE BE IT RESOLVED,** that the 2017 Lake County All Natural Hazards *Mitigation Plan,* is hereby adopted as an official plan of The City of Lake Forest and;

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby requested to distribute a certified copy of this Resolution to the Lake County Stormwater Management Commission.

ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_,

\_\_\_\_\_ Clerk

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_,

Mayor

#### THE CITY OF LAKE FOREST

#### ORDINANCE NO. 17-\_\_\_\_

#### AN ORDINANCE AMENDING THE LAKE FOREST CITY CODE RELATING TO REAL ESTATE TRANSFER TAXES

**WHEREAS,** The City of Lake Forest (the "City") is a home rule, special charter municipality existing in accordance with the Illinois Constitution of 1970; and

WHEREAS, pursuant to its home rule authority, the citizens of the City have authorized the imposition of a tax upon the transfer of real property within the City (the "*Transfer Tax*"); and

**WHEREAS,** the City Council has determined that it is in the best interests of the City and its residents to update and clarify the terms, provisions, enforceability, and requirements of the City Code with respect to the Transfer Tax;

#### 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 incorporated as the findings of the City Council and are hereby incorporated into and made a part of this Ordinance.

#### SECTION TWO: Amendment to Sections 39.155 through 39.166 of the City

**<u>Code</u>**. Sections 39.155 through 39.166, entitled "Real Estate Transfer Tax," of Chapter 39, entitled "Taxation," of Title III, entitled "Administration," of the City Code are hereby amended in their entirety, so that said Sections 39.155 through 39.166 shall hereafter be and read as set forth in <u>Exhibit A</u> to this Ordinance, which <u>Exhibit A</u> is attached to and made a part of this Ordinance.

1

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

Passed this day of	, 2017.	
AYES:		
NAYS:		
ABSENT:		
ABSTAIN:		
Approved this day of	, 2017.	
	Mayor	

ATTEST:

City Clerk

#### EXHIBIT A

#### REAL ESTATE TRANSFER TAX

#### § 39.155 REAL ESTATE TRANSFER TAX IMPOSED.

(A) A tax is imposed hereby on the privilege of transferring of legal or beneficial title to real property and on the privilege of transferring a beneficial interest in real property (collectively, "real estate transfers"), when such real property is located within the corporate limits of the city as evidenced by the recordation of a deed by any person or by the delivery of any deed or assignment of interest of said real property, recorded on or after July 5, 2006, whether investing the grantee with the beneficial interest in, legal title to or a controlling interest in the real estate entity owning said property or merely investing the grantee in the possession or use thereof for any purpose or to secure future payment of money or the future transfer of any such real property. For purposes of this subchapter (being §§39.155 through 39.166), and to the extent permitted by law, a real estate transfer shall include the transfer of a controlling interest in a real estate entity owning real property located within the corporate limits of the city.

(B) **Except as provided in §39.159, the** The tax imposed shall be at a rate of \$4 for every \$1,000 value as stated in the declaration; or, if no value is set forth in the declaration, then the fair market value based on the most recent equalized assessed valuation ("EAV"); or, if no value can be ascertained from the EAV, then the lesser of \$12,500 or the value established by a certified MAI appraisal prepared not more than six months prior to the date of the declaration. Said tax shall be in addition to any other tax imposed by the state or any other political subdivision thereof; provided, however, that the actual amount of taxes due pursuant to this section shall in each case be rounded upward to the next increment of \$5.

(C) For purposes of this subchapter, terms shall have the same meaning as the terms defined in the Real Estate Transfer Tax Law, 35 ILCS 200/31, as amended from time to time, unless otherwise defined in this subchapter or unless the context plainly suggests a different meaning. In addition, the term **DEED** as used in this subchapter shall include without limitation a deed, a document transferring a controlling interest in real property, an assignment of beneficial interest in real property or any other document effecting or representing a real estate transfer under this subchapter. In addition, the terms **REAL PROPERTY** and **REAL ESTATE** shall be deemed to have the same meaning for purposes of this subchapter.

(Ord. 06-18, passed 4-20-2006; Ord. 2010-07, passed 3-15-2010)

#### § 39.156 COLLECTION OF TAX; DECLARATION.

(A) Except as otherwise provided in connection with § 39.159, the tax herein levied and imposed <u>The taxes levied and imposed under this Subchapter</u> shall be collected for and on behalf of the city by the City Clerk or the Clerk's designee through the sale of a revenue <u>or</u> <u>transfer</u> stamp, which shall be prepared by said City Clerk in such quantities as the Clerk may prescribe. Such revenue stamp shall be available for sale at the City Clerk's office during regular business hours of the City Clerk and/or at other locations or times designated by the City Clerk.

(B) (1) At the time the tax imposed by § 39.155 is paid or an application is made for exemption therefrom this Chapter 39 is paid (including taxes paid in connection with an application for exemption under §39.159), there shall also be presented to the City Clerk or the Clerk's designee, on a form prescribed by the Clerk, a declaration signed by at least one of the sellers and also signed by at least one of the buyers involved in the transaction or by their attorneys or

agents for the sellers or buyers. The declaration shall state information including, but not limited to:

- (a) The value of the real property located in the city subject to a real estate transfer;
- (b) The parcel identifying number of the property;
- (c) An adequate The legal description of the property, including its address;
- (d) The date of the deed, the date the transfer was effected, or the date of the trust document;
- (e) The type of deed, transfer, or trust document;
- (f) The address of the property; (g) The type of improvement, if any, on the property;
- (g)(h) Information as to whether the transfer is between related individuals or corporate affiliates or is a compulsory transaction;
- (i) The lot size or acreage;
- (j) The value of personal property sold with the real estate;
- (h)(k) The year the contract was initiated if an installment sale;
- (i)(1) The name, address and telephone number of the person preparing the declaration;
- (j)(m) A written statement by both the grantor or grantor's agent and the grantee or grantee's agent that the information contained in the declaration is true and correct to the best of his or her knowledge and belief; and
- (k)(n) A complete and accurate copy of the declaration to be submitted pursuant to the Real Estate Transfer Tax Law, 35 ILCS 200/31, as such law may be amended from time to time (the "PTAX Declaration").

(2) Except as provided in § 39.159,no <u>No</u> deed shall be accepted for recordation unless it bears on its face the transfer stamps of the city <u>(including an exemption stamp issued pursuant to §39.159)</u>, and no transfer stamps shall be issued unless such deed is accompanied by a declaration containing all the information requested in the declaration. When a declaration is signed by an attorney or agent on behalf of sellers or buyers who have the power of direction to deal with the title to the real estate under a land trust agreement, the trustee being a mere repository of record legal title with a duty of conveying the real estate only when and if directed in writing by the beneficiary or beneficiaries having the power of direction, the attorneys or agents executing the declaration on behalf of the sellers or buyers need only identify the land trust that is the repository of record legal title and not the beneficiary or beneficiaries having the power of direction and trust that is the repository of record legal title and not the beneficiary or beneficiaries having the power of direction to direction under the land trust agreement.

(C) Each declaration so presented shall be accompanied by a deed. In addition to other requirements imposed by law, each deed so presented shall contain the date of the conveyance which it evidences, the legal <u>an adequate</u> description and the permanent tax index number of the real property being conveyed <u>(including an address and the permanent tax index number)</u>, and the names of the grantor and grantee; except that, with respect to the latter, in the case of an assignment of beneficial interest, a facsimile thereof executed by agents or attorneys as and for

each of the grantor and grantee but otherwise not containing the names or identities of the grantor and grantee shall be acceptable.

(D) The primary liability for payment of said tax shall be borne by the grantee reflected in the deed unless otherwise negotiated by contract; provided, however, that it shall be unlawful for the grantee to accept a conveyance if the <u>applicable</u> transfer tax <u>for that conveyance or any prior</u> <u>conveyance respecting the real property</u> has not been paid, <u>and such grantee is deemed to</u> <u>accept liability for such unpaid transfer tax</u>. If at the time of recordation the tax has not been paid and the stamp <u>is not</u> visible <u>upon</u>te the deed, then the grantee's title shall be subject to the lien provided in <u>§39.158</u>, as well as the penalties set forth in § <u>39.999</u>. The tax herein levied shall be in addition to any and all other taxes.

(E) Notwithstanding any provision in this subchapter to the contrary, the City Clerk or designee shall not issue any transfer stamps for any real property that:

- (1) Has any due but unpaid fees, charges, taxes, penalties or other amounts due to the city unless and until such amounts (plus any applicable interest) shall have been paid in full, including without limitation any taxes, interest, and penalties due pursuant to §39.155 (as such tax may be reduced pursuant to §39.159), notwithstanding the enforceability of any lien under §39.158.B;
- (2) Has any outstanding violations relating to the real property for which the city has issued notice unless and until every such violation is corrected;
- (3) Has any incomplete permit activity unless and until such activity is completed and inspected in accordance with applicable permits and codes; or
- (4) Has not obtained a receipt of <u>for the</u> final water bill payment, <u>payment of all amounts</u> <u>due pursuant to Section 51.077 of the City Code</u>, and <u>successfully completed</u> <u>successful completion of</u> all required inspections related to the closing or transfer of a water account with the city.

(Ord. 06-18, passed 4-20-2006; Ord. 2010-07, passed 3-15-2010)

#### § 39.157 RECORDATION.

(A) It shall be unlawful for any **person to present or cause to be presented to the** Recorder of Deeds or agent thereof and/or any land trustee or agent thereof to accept a deed for recordation or execution, as the case may be, unless the tax imposed by <u>§39.155</u> (as such tax may be reduced pursuant to <u>§39.159</u>) has been paid and the revenue stamp sold in the collection of said tax have been made visible on the deed to be recorded.

(B) Upon payment of the tax herein levied and imposed, the revenue stamp so purchased shall be visible on the deed or other instrument of conveyance. Any person so affixing a revenue stamp shall cancel it and so deface it as to render it unfit for use by marking it with his or her initials and the day, month, and year when the affixing occurs. Such markings shall be made by writing or stamping in indelible ink or by perforating with a machine or punch. However, any revenue stamp shall not be so defaced as to prevent ready determination of its denomination and genuineness.

(Ord. 06-18, passed 4-20-2006)

#### § 39.158 LIEN CREATED; ENFORCEMENT.

(A) In the event a deed is filed for recordation for real estate within the corporate limits of the city without payment of the tax imposed in §39.155 (as such tax may be reduced pursuant to §39.159), a lien is hereby created against said real estate so conveyed in the amount of the tax plus interest as accrued pursuant to §39.162, and any penalty imposed pursuant to §39.999. The fact that the deed does not contain a city revenue stamp in an amount equal to the tax imposed by this subchapter shall constitute constructive notice of lien. The lien

(B) Any lien filed in accordance with Section 39.158 may be enforced by proceedings for foreclosure, as in cases of mortgages or mechanics' liens. Suit to foreclose this lien must be commenced within three years after the date of recording the deed or the time otherwise prescribed by statute, whichever is later.

(C) Nothing herein shall be construed as preventing the city from bringing a civil action to collect the tax imposed by this subchapter from any person who has the liability for payment of the same, including interest and penalties as herein below provided.

# (D) The unlawful acceptance of a conveyance of real property in the city without paying the applicable transfer tax shall be a violation of the City Code that may result in the termination of water service to such real property.

(Ord. 06-18, passed 4-20-2006; Ord. 2010-07, passed 3-15-2010)

#### § 39.159 DEED EXEMPTED FROM TAX.

(A) The following deeds shall be exempt from the administrative fee tax pursuant to this subchapter (except for the first \$50 of the tax imposed pursuant to §39.155, which tax shall defray the cost of processing the exemption request):

- (1) Deeds recorded before July 5, 2006;
- (2) Deeds representing real estate transfers contracted before May 1, 2006 but recorded on or after July 5, 2006, and trust documents executed before May 1, 2006 but recorded after July 5, 2006; provided, however, that in no event shall this exemption apply to any deeds recorded after December 31, 2006. For real estate transfers falling within this exemption, a declaration <u>PTAX Declaration</u> shall be filed in accordance with § <u>39.156</u> along with a true and accurate copy of such contract or trust document, and the Finance Clerk may affix "exempt" stamps to such deed;
- (3) Deeds relating to:
  - (1) Real property acquired by any governmental body or from any governmental body;
  - (2) Property or interests transferred between governmental bodies; or
  - (3) Property by or from any corporation, society, association, foundation or institution organized and operated exclusively for charitable, religious or educational purposes; except that such deeds, other than those in which the Administrators of Veterans' Affairs of the United States of America is

the grantee pursuant to a foreclosure proceeding, shall not be exempt from filing the declaration.

- (4) Deeds that secure debt or other obligation;
- (5) Deeds that, without additional consideration, confirm, correct, modify or supplement a deed previously recorded;
- (6) Deeds where the actual consideration is less than \$100<del>, except that such deeds shall not be exempt from filing the declaration</del>;
- (7) Tax deeds;
- (8) Deeds that release property that is security for a debt or other obligation;
- (9) Deeds of partition;
- (10) Deeds made pursuant to mergers, consolidations, or transfers of sales of substantially all of the assets of corporations pursuant to plans of reorganization under plans of reorganization under the Federal Internal Revenue Code or Title 11 of the Federal Bankruptcy Act;
- (11) Deeds made by a subsidiary corporation to its parent corporation for no consideration other than the cancellation or surrender of the subsidiary's stock;
- (12) Deeds where there is an actual exchange of real estate or beneficial interests, except that the money difference or money's worth paid from one or the other shall not be exempt from the tax. Such deeds shall not be exempt from filing the declaration;
- (13) Deeds issued to holder of a mortgage, or the wholly owned subsidiary of a holder of a mortgage, pursuant to a mortgage foreclosure proceeding or pursuant to a transfer in lieu of foreclosure; and
- (14) A deed related to the purchase of a principal residence by a participant in the program authorized by the Home Ownership Made Easy Act, 310 ILCS 55/1 et seq., except that those deeds shall not be exempt from filing the declaration.

## (B) Deeds that qualify under §39.159(A) shall be required to purchase and obtain from the city a stamp to be affixed to such deed.

(C) Any person seeking to establish that a deed qualifies under §39.159(A) shall be required to complete and deliver such form(s) as may be required by the city and otherwise to provide to the city all information that the city determines is necessary to establish that such deed qualifies under §39.159(A). In addition to the generally applicable requirements for qualification of a deed under §39.159(A), properties seeking an exemption pursuant to §39.159(A)(13) may in determination of the city also be required to provide:

#### § 39.160 REQUIRED NOTIFICATIONS.

(A) A deed that is exempt from the tax imposed under this subchapter pursuant to <u>39.159(M)</u> shall not be required to file a declaration pursuant to <u>§ 39.156</u> provided that the grantee shall have filed with the Finance Clerk prior to the recording of the deed a written notification setting forth at least the following information:

(1) The address of the property that is the subject of the deed;

(2) The name of the grantor(s) and grantee(s) under such deed;

(3) An explanation of the circumstances giving rise to such deed (e.g., foreclosure sale, deed in lieu of foreclosure and the like);

- (1) The name, address, phone number(s) and e-mail address of a person who may be contacted on behalf of the grantee in connection with the property that is the subject of the deed;
- (2) A statement regarding the intended use of the property that is the subject of the deed, including whether it will be immediately occupied or be left unoccupied; and
- (3) An acknowledgment that the grantee assumes responsibility for the condition of the property that is the subject of the deed including conditions pre-dating the date of the deed.

# (B) The City Manager may cause appropriate forms to be prepared for the notifications required under this section, in which case the requirements of this section may only be satisfied by completing and filing such form.

(Ord. 06-18, passed 4-20-2006; Ord. 2008-39, passed 11-17-2008; Ord. 2010-07, passed 3-15-2010; Ord. 2011-32, passed 12-5-2011)

#### § 39.160 [Reserved.]

#### § 39.161 <u>VIOLATION;</u> ENFORCEMENT; SUIT FOR COLLECTION.

Whenever any person required under the terms of this subchapter Whenever any person required to pay taxes under §39.155 (as such tax may be reduced pursuant to §39.159) shall fail to pay any such taxes, or whenever any purchaser or grantee shall accept a deed of conveyance where the applicable tax imposed by this subchapter has not been paid, said person shall be subject to a fine pursuant to §39.999, as well as interest pursuant to §39.162. For purposes of §39.999, each day that a deed has been recorded without paying the taxes required under this subchapter shall be a separate violation of the provisions of this subchapter.

(Ord. 06-18, passed 4-20-2006; Ord. 2008-39, passed 11-17-2008) Penalty, see § 39.999

#### § 39.162 INTEREST.

In the event of failure by any person to pay to the Finance Clerk the tax required hereunder when the same shall be due, interest shall accumulate and be due upon said tax at the rate of 1% per month, commencing as of the first day following the day when the tax becomes due <u>a deed</u> has been recorded without the required city revenue stamp.

(Ord. 06-18, passed 4-20-2006)

#### § 39.163 PROCEEDS OF TAX.

All proceeds resulting from the imposition of the tax, including any interest, shall be paid to the city and shall be credited to and deposited in the city's Capital Improvement Fund. Proceeds from any penalties collected under this subchapter shall be deposited in the city's General Fund. (Ord. 06-18, passed 4-20-2006)

#### § 39.164 REFUNDS.

(A) A grantee, assignee or purchaser (hereinafter referred to as "taxpayer") who has purchased a dwelling unit in the city (the "purchased dwelling unit") and has paid or caused to be paid to the City Clerk or the Clerk's designee the tax provided for in § <u>39.155</u> shall be entitled to a refund equal to the lesser of the amount of such tax or \$2,000; provided such taxpayer satisfies the following requirements:

(1) *Either taxpayer as seller-purchaser.* The taxpayer must meet all of the following requirements:

(a) The taxpayer has sold a dwelling unit in the city not more than one year prior to acquiring the purchased dwelling unit for which any tax imposed under § <u>39.155</u> of this subchapter was timely and fully paid (the "sold dwelling unit");

(b) The taxpayer had occupied the sold dwelling unit as taxpayer's principal residence for at least three years prior to sale;

- (c) The taxpayer has either:
  - i. Purchased and occupied as taxpayer's principal residence the purchased dwelling unit within one year after the closing on the sale of the sold dwelling unit and has not been the legal or beneficial owner of another dwelling unit occupied as taxpayer's principal residence during such one year period; or
  - ii. The taxpayer has entered into a valid and binding contract, dated not later than 60 days after the closing on the sale of the sold dwelling unit, to purchase a newly constructed or renovated purchased dwelling unit within the corporate limits of the city, but is unable to occupy such newly constructed or renovated purchased dwelling unit within the time period specified in division (A)(1)(a) above solely because a certificate of occupancy has not been issued by the city for such newly constructed or renovated purchased dwelling unit. The refund due under this division (A)(1)(c)(ii) shall be paid to the taxpayer only upon actual occupancy of the newly constructed or renovated purchased dwelling unit by the taxpayer as his or her principal residence; and

(d) The tax due on the purchased dwelling unit was timely and fully paid in accordance with this subchapter.

(2) Or taxpayer as purchaser-seller. The taxpayer must meet all of the following requirements:

(a) The taxpayer had purchased a purchased dwelling unit for which any tax imposed under § <u>39.155</u> was timely and fully paid not more than one year prior to selling the sold dwelling unit;

(b) The taxpayer had occupied the sold dwelling unit as taxpayer's principal residence for at least three years prior to the purchase of the purchased dwelling unit;

(c) The taxpayer has occupied as taxpayer's principal residence the purchased dwelling unit within one year before the closing on the sale of the sold dwelling unit and has not been the legal or beneficial owner of another dwelling unit occupied as taxpayer's principal residence during such one-year period; and

(d) The tax due on the sold dwelling unit was timely and fully paid in accordance with this subchapter.

(B) No taxpayer shall be entitled to a refund under this section unless a completed application therefor shall have been filed with the Finance Clerk within one year after the payment of the real estate transfer tax for the purchased dwelling unit for which a refund is sought. The taxpayer shall bear the burden of delivering evidence satisfactory to the City Clerk of taxpayer's entitlement to such refund. In the event that a taxpayer intends to seek relief under Section 39.166 from the one-year limitations established in Section 39-164(A)(1)(a) or 39-164(A)(2)(a), the taxpayer must notify the City by supplementing the application for refund prior to the expiration of such one-year limitation period to indicate that an appeal is anticipated and the bases therefor.

(C) Notwithstanding the foregoing, for any taxpayer that had paid or will pay the tax imposed under § <u>39.155</u> between November 17, 2008 and November 17, 2010, the time period for qualifying or applying for a refund of the transfer tax shall be extended to two years. (Ord. 06-18, passed 4-20-2006; Ord. 2008-39, passed 11-17-2008; Ord. 2009-29, passed 11-16-2009)

#### § 39.165 RULES.

The City Manager may establish and adopt rules, regulations and materials as the Manager deems necessary or appropriate in furtherance of the implementation and efficient and effective administration of this subchapter.

(Ord. 06-18, passed 4-20-2006)

#### § 39.166 APPEALS; VARIANCES.

#### (A) Appeals.

#### (1) <u>Appeals shall be available to any person who believes that any of the terms</u> of Sections 39.155 through Section 39.165 have been misapplied with respect to the circumstances relating to such person.

(2) Any person who shall be subject to the tax pursuant to this subchapter, or any applicant for exemption or refund under §§ <u>39.159</u> or <u>39.164</u>, who disputes the imposition of or amount of the tax imposed pursuant to this subchapter or a determination under §§ <u>39.159</u> or <u>39.164</u> may seek a review of such imposition or amount of the real estate transfer tax or the determination under either §§ <u>39.159</u> or <u>39.164</u> by filing with the City Manager, within 30 days

after the notification of the transfer tax amount or the determination on a request for exemption or refund under §§ <u>39.159</u> or <u>39.164</u>, respectively, a request for review. The request for review shall set forth in detail the basis for the dispute of the imposition, amount or determination relating to the transfer tax, an exemption therefrom or a refund. The City Manager shall thereafter consider the request for review determine whether the tax should be waived, reduced or refunded **pursuant to the terms of this subchapter**, and provide a written determination thereof; in connection with the City Manager's consideration of an appeal, the City Manager may require the person filing the appeal to provide an appraisal of the subject property, which appraisal shall be a certified MAI appraisal prepared not more than six months prior to the date of the appeal.

(3) If such person seeks further review of the imposition or amount of the transfer tax or determination of exemption or refund under \$ <u>39.159</u> or <u>39.164</u>, respectively, such person shall file a request to appeal the determination of the City Manager with the City Clerk within 30 days after mailing of the determination by the City Manager; such appeal shall be considered by the Personnel, Compensation, and Administration Committee of the City Council based on the relevant facts available regarding the real estate transfer in question and the materials presented in connection with the request for exemption under <u>39.159</u> or for refund under <u>39.164</u>, as well as materials presented in connection with the Manager's review provided under this section. The determination of the Personnel, Compensation, and Administration Committee shall be final. In connection with any review or appeal under this section, transfer stamps may be issued upon paying the real estate transfer tax, but any such tax payment shall not prevent a person from pursuing such review or appeal.

Notwithstanding the foregoing, an applicant for

(B) Variances .

(1) <u>Variances may be sought by any taxpayer seeking a refund of all or a portion</u> of the transfer taxes paid but who cannot satisfy the one-year limitation periods established in Section 39.164. A person seeking any variance shall comply with the notice requirements of Section 39.164(B). The procedure for, and standards for obtaining, a variance will be based on the amount of time for which a variation is sought.

(2) <u>A taxpayer seeking to vary the one-year limitation period in Section</u> 39.164(A)(1)(a) or 39.164(A)(2)(a) to not more than two years shall file an application with the City Manager within 30 days after the closing that, but for the one-year limitation period, would entitle the taxpayer to a refund. A variance under Section 39.164 may appeal this Section 39.166(B)(2) may be granted upon a showing of hardship not caused by the taxpayer seeking the refund. Such variance request shall be processed in accordance with the procedures set forth in Sections 39.166(A)(2) and 39.166(A)(3).

(3) <u>A taxpayer seeking to vary the one-year limitation period in Section</u> <u>39.164(A)(1)(a) or 39.164(A)(2)(a) to not more than three years shall file an application with</u> the City Manager within 30 days after the closing that, but for the one-year limitation period, would entitle the taxpayer to a refund. Such application shall set forth the grounds for such variance and all pertinent facts relating thereto. The application shall be presented to the Personnel, Compensation and Administration Committee for a <u>hearing, and such Committee</u> <u>shall be authorized to grant a variance from the requirements for refunds set forth in Section</u> <u>39.164</u>— upon a showing of <u>extraordinary</u> hardship such as an act of god or medical necessity. Such hardship appeal shall be processed in accordance with the provisions of this section. The determination of the Committee shall be final.

#### (4) <u>No variance beyond three years shall be available from the limitation period</u> in Section 39.164(A)(1)(a) or 39.164(A)(2)(a).

(Ord. 06-18, passed 4-20-2006; Ord. 2010-07, passed 3-15-2010; as further amended 4/17/2017)

## City says raising smoking age works

Sales decrease as legal minimum bumped up to 21

#### By KATE THAYER Chicago Tribune

. In the past year, Cody Rector has seen most of the regular customers at his smoke shop near Loyola University Chicago disappear.

He said he has had to adjust his marketing to appeal to an older crowd after Chicago hiked the minimum age to buy tobacco products from 18 to 21 last year. Rector, general manager at All in One Smoke Shop in Edgewater, said he consistently turns away 18to 20-year-olds, informing them of the law.

"We used to service all of the population (at Loyola)," Rector said. "We lost a significant amount of business."

The city's move, which went into effect in July 2016, is part of a growing trend by municipalities in the Chicago area and across the country to discourage teen smoking. Earlier this month, Lake County became the first county in Illinois to raise the minimum buying age to 21, which will take effect next year. Five states have passed similar statewide measures.

Public health advocates and city officials say the changes lead to a healthier population, pointing to studies that show smoking is a habit formed young and longtime smokers are less likely to quit. But critics question the effectiveness

Turn to Smoking , Page 8

# Advocates, officials say move leads to healthier population

#### Smoking, from Page 1

of hodgepodge laws, saying teens will just hop a town over to get tobacco products or turn to a budding black market. And given an overall decline in smoking inationwide, some wonder if increasing the age to buy tobacco is necessary.

But city officials say the new law is working. Revenue from tobacco taxes is projected to be down about 7 percent this year, signaling fewer people are buying the product, according to officials. And the city's tobacco enforcement team has issued hundreds of citations to businesses that sell to minors. In more than 2,500 stings at city retailers since the minimum age was raised, the team found about 12 percent to be in violation, officials said.

"To get people to quit is much more difficult, so anything we can do to prevent an individual from starting is so important," said Dr. Julie Morita, commissioner of the Chicago Department of Public Health. With the older age requirement, teens "can no longer get their friends ... to purchase products for them," she added.

Morita awaits data on youth smoking in the city since the buying age increased but said she's confident she'll see a decline. That would mirror the trend nationwide, where smoking continues to decrease among teens and adults.

Nationally, about 8 percent of high schoolers smoked cigarettes last year, down from nearly twice that in 2011 and down significantly from more than 30 percent for most of the 1990s, according to the Centers for Disease Control and Prevention. In Chicago in 2013, the most



Chicago's increase in the smoking age from 18 to 21 went into effect in July 2016: Lake County also raised its minimum age to 21, with the rule going into effect next year.

recent data available, about 10 percent of high schoolers smoked, Morita said. CDC records also show that in 2016, about 20 percent of high school students had tried any kind of tobacco product, including e-cigarettes used for vaping, down from 46 percent three years earlier.

Adult cigarette smokers nationwide decreased from about 21 percent in 2005 to about 15 percent in 2015, according to CDC data, continuing a downward trend since the 1960s, when more than 40 percent of adults smoked.

Morita, pointing to the city's goal of a "tobaccofree generation," said she expects the teen smoking rate to continue to fall due to a number of initiatives, not only increasing the minimum age. She also noted Chicago's laws that restrict the sale of tobacco near schools, along with tax increases on cigarettes and e-cigarettes used for vaping. "Those sales are still going to occur, they're just going to occur elsewhere."

Retail merchants association VP Tanya Triche Dawood

Morita and other supporters say they're encouraged by the increase in laws that raise the tobacco-buying age and point to a 2015 study by the Institute of Medicine, now called the National Academy of Medicine, that sparked the movement. That research said most smokers start when they're teens and predicts a national movement to increase the tobacco buying age to 21 would cause a 12 percent decrease in tobacco use among today's teens by the time they become adults.

Dr. Rob Crane, president of nonprofit Tobacco 21, which lobbies for local and statewide tobacco buyingage increases, said it's important to focus on teenagers to "prevent addiction before it starts."

Because the movement is still new, there's not a lot of data available to assess its effectiveness, Crane said, but he believes increasing the buying age is part of a solution. Such laws should be coupled with strong enforcement and other deterrent methods, like taxation, he said.

Retailers say the age increase hurts business at a time when they're already dealing with a drop in tobacco sales from tax increases. With city, county and state tobacco taxes, Chicago is home to the highest price for a pack of cigarettes in the U.S. with customers paying \$7.17 in taxes per pack. Tanya Triche Dawood vice president and genera counsel of the Illinois Re tail Merchants Association said the buying-age in creases are simply pushing sales to bordering jurisdic tions and hurting retailers.

"Those sales are stil going to occur, they're jus going to occur elsewhere,' she said. She also noted the growth of a tobacco black market with illegal sales o cheaper cigarettes, smug gled in from states with lower taxes.

The retail merchant: have been part of a success ful campaign to block a statewide buying-age in crease to 21, most recently earlier this year. Dawooc said legislators were sensitive to the border-sale is sues and the loss of revenue. "That hurts everybody."

Because smoking rates are already down, creating unnecessary restrictions can have unintended consequences, said Mike Males, a researcher for the California-based Center or Juvenile and Criminal Justice, and author of books or youth and risk behaviors.

In this case, Males saic he worries about the employment of 18- to 21-yearolds. In some places, the buying-age increases also come with restrictions on the age of employees conducting tobacco sales. Even without those, Males said employers could be hesitant to hire underage employees for fear of liability.

"Eighteen- to 21-yearolds don't have a problem with smoking, but they dc have a problem with unemployment," he said. "I think it's time for the public health movement to back off. Normally when things are going this well ... you'd leave it alone."

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