

**THE CITY OF LAKE FOREST
CITY COUNCIL AGENDA**
Monday, April 5, 2021 6:30p.m.

REMOTE ACCESS MEETING

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

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

Public audience link:

<https://us02web.zoom.us/j/85147490128?pwd=VUQwNFVJYThnT2o0STNtdkswMjZNdz09>

Webinar ID: 851 4749 0128

Passcode: 1861

Public Comment: 847-810-3643

Honorable Mayor, George Pandaleon

James E. Morris, Alderman First Ward

Jennifer Karras, Alderman First Ward

Melanie Rummel, Alderman Second Ward

Edward U. Notz, Jr., Alderman Second Ward

Jim Preschlack, Alderman Third Ward

Ara Goshgarian, Alderman Third Ward

Raymond Buschmann, Alderman Fourth Ward

Eileen Looby Weber, Alderman Fourth Ward

CALL TO ORDER AND ROLL CALL

6:30 pm

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

- A. Consideration of a Resolution Approving A Partial Release of Rights Concerning Property Located at 655 Forest Avenue, the Location of the Former Market House Restaurant. (Approval by Motion)**

PRESENTED BY:

Catherine Czerniak, Director of Community Development (847-810-3504)

PURPOSE AND ACTION REQUESTED: There is a pending sale of the 655 Forest Avenue property and the sale is contingent upon action by the City Council approving a partial release of rights set forth in the deed that was recorded in 1980. The City Council is asked to consider waiving the City's right of first refusal and is asked to affirm that the City, through the Historic Preservation Commission, has approved limited exterior changes to the building and patio.

BACKGROUND/DISCUSSION: Historically, the building at 655 Forest Avenue housed the City's Police and Fire Departments. After those departments moved to modernized facilities, the City sold the property to a private party but reserved certain rights. The Warranty Deed for the property, dated July 31, 1980, reserved a right of first refusal for the City prior to any subsequent sale of the property and authorized the City to approve any proposed changes to the exterior of the building or patio. These rights were reserved in recognition of the historic significance of the property, its adjacency to City Hall, the importance of the site given its location at the southwest corner of Market Square, and due to the fact that in 1980, the City's Historic Preservation Commission was not yet established.

A sale of the property from MSQ Partners, LLC to Lake Forest Colonial Partners LLC is pending and the current owner has requested the City's release of the right of first refusal to facilitate the sale. As the Council is aware, Le Colonial Restaurant is the intended tenant of the building once the new ownership, which is locally based, is in place. The City's right of first refusal will carry forward for subsequent sales, the current waiver is only applicable to the sale that is pending at this time.

As noted above, the Deed also provides for City approval of exterior changes to the building and patio. On January 27, 2021, the Historic Preservation Commission granted a Certificate of Appropriateness approving limited exterior modifications to the historic building at 655 Forest Avenue and enhancements to the patio located on the northeast portion of the site. The approvals included the appointment of a subcommittee of the Commission to work with Le Colonial on the final details of the planned improvements. An on site meeting was held with the project architect and landscape architect and the Commission subcommittee issued a final approval of the exterior changes on February 12, 2021. Some images of the proposed modifications are included in the Council packet beginning on **page 24**.

The Resolution presented for Council consideration approving a partial release of rights is included in the Council packet beginning on **page 18**.

BUDGET/FISCAL IMPACT: The sale of the property is anticipated to generate both increased property taxes based on the significant investments planned in the building and on the site, and increased sales tax revenues. In addition, Le Colonial will draw people to the City's Central Businesses to eat, drink and shop. Contacts from new businesses has already increased likely in response to the news about Le Colonial's interest in our community.

COUNCIL ACTION: If desired by the City Council, approve a Resolution granting a partial release of rights for property located at 655 Forest Avenue and authorize the Mayor to sign the Partial Release of Rights, Exhibit A to the Resolution, in substantially the form presented.

B. Consideration of a Request from the Owners of Le Colonial Restaurant for Approval of a Short Term Financial Incentive Agreement Rebating a Portion of Sales Taxes Received by the City (Approval by Motion)

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

STAFF CONTACTS: *Elizabeth Holleb and
Catherine Czerniak, Director of Community Development (847-810-3504)*

PURPOSE AND ACTION REQUESTED: The City Council is asked to consider a request from the owners of Le Colonial Restaurant to rebate a portion of sales taxes generated and received by the City above a minimum annual taxable sales volume for a period of up to four (4) years or a maximum of \$200,000, whichever occurs first. Sales taxes eligible for rebate would be limited to those generated above the \$80,000 in annual sales taxes received by the City.

BACKGROUND/DISCUSSION: Rick Wahlstedt and Joe King, the owners of Le Colonial, a famed restaurant offering French Vietnamese cuisine with locations in Chicago, San Francisco, Atlanta, Houston and New York City, are planning a new location in Lake Forest, in the historic building most recently occupied by Market House Restaurant at 655 Forest Avenue. This venture is well along in the planning stages, much work has been completed to date in anticipation of Le Colonial becoming a landmark in the City's Central Business District long into the future.

The City's Historic Preservation Commission recently completed its review of the proposed alterations to the exterior of the building including the creation of a defining entrance from Forest Avenue, new signage and significant enhancements to the patio. Le Colonial representatives have also engaged with City staff in on site meetings to discuss significant interior demolition, high quality interior renovations and much needed equipment and life safety upgrades that are all planned for the building. An application for interior demolition is already on file with the City and work is anticipated to begin within weeks. The upfront investment in the property is projected to be in excess of \$4 million dollars.

In recognition of the significant investment planned for the site and the anticipated sales taxes to be generated in excess of revenues generated by other restaurants in the community due to the scale, unique character and popularity of Le Colonial, the restaurant owners are requesting approval of a short term incentive agreement. The agreement as proposed establishes specific parameters to be met before any sales taxes would be eligible for rebate and limits the duration and maximum rebate to be received:

Minimum Taxable Sales Threshold – Establishing a minimum \$4 million in annual taxable sales, the City would receive the first \$80,000 in sales taxes generated annually through the Municipal Sales Tax (MST 1%) and Home Rule Sales Tax (HRST 1%)

Short Term Agreement – The maximum duration of the financial incentive agreement would be four (4) years.

Cap on Incentive – The maximum cumulative rebate of sales taxes is limited to \$200,000.

The proposed agreement (**Page 27**) anticipates that the four-year duration would begin upon the later of the following: 1) issuance of a full Certificate of Occupancy or 2) the opening of the restaurant to the public.

BUDGET/FISCAL IMPACT: The City would receive the first \$80,000 in sales taxes generated annually (\$4 million taxable sales) through the MST and HRST. The City would rebate 100% of the sales taxes generated and received by the City annually in excess of \$80,000. Sales tax rebates would cease upon the threshold of: 1) four (4) calendar years or 2) cumulative rebate payments of \$200,000.

COUNCIL ACTION: If desired by the City Council, approve a Short Term Financial Incentive Agreement for Le Colonial Restaurant Rebating a Portion of Sales Taxes Received by the City for a Limited Period of Time and Authorize the Mayor to Sign the Agreement in Substantially the Form Presented Consideration of a Request from the Owners of Le Colonial Restaurants for Approval of a Short Term Financial Incentive Agreement Rebating a Portion of Sales Taxes Received by the City

2. COMMENTS BY CITY MANAGER

3. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL

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

4. COMMITTEE REPORTS

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION

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

STAFF CONTACT, *Jason Wicha, City Manager*

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

BACKGROUND/DISCUSSION: Over the past months, the U.S. Government and the State of Illinois have issued multiple orders declaring a state of emergency over the country and the State of Illinois in order to address the impact of the global pandemic from COVID-19. In order to address the impact this pandemic has had on the City of Lake Forest, Mayor Pandaleon exercised his authority to issue a Declaration of a Local State of Emergency on Saturday, April 4, 2020. At its April 6, 2020, City Council meeting, the City Council extended the Declaration to the next City Council meeting which was March 15, 2021.

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

REVIEW/RECOMMENDATIONS: Following the Mayor exercising his authority to issue a Declaration of a Local State of Emergency on April 2, 2020. The City Council Approved the Mayor's Declaration on the following dates; 4/6/2020, 4/20/2020, 5/4/2020, 5/18/2020, 6/1/2020, 6/15/2020, 7/20/2020, 8/3/2020, 9/8/2020, 10/5/2020, 10/19/2020, 11/2/2020, 11/16/2020, 12/7/2020, 1/19/2021, 2/1/2021, 2/16/2021, 3/1/2021 and 3/15/2021.

BUDGET/FISCAL IMPACT: N/A

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

2. Approval of the March 15, 2021, City Council Meeting Minutes

A copy of the minutes can be found beginning on **page 44**

COUNCIL ACTION: Approval of the March 15, 2021 City Council Meeting Minutes.

3. Approval of the Check Register for the Period of February 20 to March 19, 2021

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

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

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

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

Check Register for February 20 - March 19, 2021

	Fund	Invoice	Payroll	Total
101	General	490,534	1,609,502	2,100,036

501	Water & Sewer	64,893	189,772	254,665
220	Parks & Recreation	67,532	349,796	417,327
311	Capital Improvements	415,428	0	415,428
202	Motor Fuel Tax	3,362	0	3,362
230	Cemetery	3,134	30,304	33,438
210	Senior Resources	8,324	25,404	33,727
510	Deerpath Golf Course	22,130	2,981	25,110
601	Fleet	89,995	59,874	149,869
416 -				
433	Debt Funds	0	0	0
248	Housing Trust	180,000	0	180,000
201	Park & Public Land	0	0	0
	All other Funds	321,383	165,514	486,896
		\$1,666,714	\$2,433,145	\$4,099,859

The amount designated as "All other Funds" includes \$206,059 for expenses associated with the City's medical/dental program.

COUNCIL ACTION: Approval of the Check Register for the Period of February 20 to March 19, 2021

4. Approval of a Resolution Reallocating 2021 Volume Cap to the Village of Buffalo Grove, Illinois

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

PURPOSE AND ACTION REQUESTED: Staff requests approval of a resolution reallocating the City's 2021 private activity bond volume cap to the Village of Buffalo Grove, Illinois for the private activity bond clearinghouse (PABC) pool.

BACKGROUND/DISCUSSION: The Federal Tax Reform Act of 1986 imposes a limit on the aggregate amount of "tax exempt private activity" bonds (also known as volume cap) that can be issued by a State. Pursuant to these federal regulations, the State of Illinois has developed a formula by which the State ceiling is allocated among governmental units in the State having authority to issue such bonds.

The Illinois Private Activity Bond Allocation Act provides that a home rule unit of government is allocated an amount equal to \$110 multiplied by its estimated population, which for Lake Forest in calendar year 2021 is \$2,149,840 (19,544 x \$110). By May 1, 2021, the City must take action to grant, reserve or transfer its allocation, or the amount is reserved by the Governor's Office for a pool. The City may transfer its allocation to any other home rule unit of government, the State of Illinois or any agency of the State.

This year, the City has received one request (**page 50**) to transfer its volume cap, as follows:

Organization	Proposed Use	Amount of Transfer Fee
Village of Buffalo Grove (Lake County Partners)	Private Activity Bond Clearinghouse	0.5% or \$10,749.20*

* Paid upon issuance of bonds utilizing the allocated volume cap

Home rule units are not prohibited from charging a fee for transferring their cap. In prior years when economic conditions were more favorable, home rule units were able to induce developers to pay a higher transfer fee than that offered by Lake County Partners. In recent years, however, fewer developers have sought the volume cap due to low interest rates and declines in development activity.

Because the volume cap amount for most municipalities is too small to assist with eligible projects, Lake County Partners created the Clearinghouse in 2000 as a way for Lake County communities to pool their cap and make best use of the allocation locally. Lake County Partners reports that in the past several years, they have seen little activity in the private activity bond market. Since its inception, the clearinghouse has funded nearly \$200 million in local projects, including the construction of 360,000 square feet of new manufacturing space, creation of 648 new manufacturing jobs, renovation of 1,600 multi-family dwelling units, purchase of an estimated 251 homes by "first-time homebuyers", expansion of a Montessori School, and construction of a new solid waste disposal "cell".

This is the 16th year under home rule status that the City has been allocated volume cap. The City has transferred its volume cap to Buffalo Grove for the past fourteen (14) years. To date, fee income of \$8,574.78 has been received.

BUDGET/FISCAL IMPACT: Upon issuance of bonds utilizing the City's volume cap, a transfer fee payment of .5% would be due to the City. Should the entire 2021 allocation be utilized by the pool, the City would receive \$10,749.20.

COUNCIL ACTION: Approval of a Resolution (**page 51**) Reallocating 2021 Volume Cap to the Village of Buffalo Grove, Illinois

5. Approval of Wright Benefit Strategies Benefit Consulting Services for Fiscal Year 2022 in the Amount of \$30,900

STAFF CONTACT: *DeSha Kalmar, Director of Human Resources (847-810-3530)*

PURPOSE AND ACTION REQUESTED: The Personnel Compensation Administration (PCA) Committee is seeking City Council approval of benefit consulting services by Wright Benefit Strategies.

BACKGROUND/DISCUSSION: Since 2004, the City has contracted with Wright Benefit Strategies to provide consulting and support services for the City's medical, dental, and life insurance, including providing guidance to our Employee Benefit and Wellness Committees. Wright Benefit Strategies also consults with the City on special projects in the areas of liability insurance, pension actuarial items and Federal and State legislation issues involving employee benefits. With the impending retirement of the Director of Human Resources, approval of this contract for one year will allow for stability while the Director's successor becomes familiar with the City's insurance programs.

This item reflects the Wright Benefit Strategies contract for FY22, including special projects. There is no increase from his FY21 contract.

Beginning on **page 53** of your packet is a detailed scope of service.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
PCA Committee individual review	3/4/2021	Reviewed and recommended for City Council approval.

BUDGET/FISCAL IMPACT:

Has City staff obtained competitive pricing for proposed goods/services? **NO**

If no, indicate the specific exception or waiver requested:

Administrative Directive 3-5, Section 6.1I – Existing Relationship

The total cost for the recommended services is \$30,900, which is included in the FY22 budget:

FY2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
61086024353510 Self-ins Fund Contractual Svc.	\$30,900	\$30,900	Y

COUNCIL ACTION: Approval of Wright Benefit Strategies Benefit Consulting Services for Fiscal Year 2022 in the Amount of \$30,900

- Award of Bid for the Dickinson Hall Kitchen Renovation Project in Partnership with the Lake Forest-Lake Bluff Senior Citizen's Foundation to Boller Construction in the amount of \$102,500 and include Authorization for an additional \$10,000 contingency and award \$3,800 to Kolbrook Design for the Architectural Design for a total of \$116,300**

STAFF CONTACT: *Tricia Schwall, Senior Resources Manager (847-810-4676)*

PURPOSE AND ACTION REQUESTED: The Senior Resources Commission and City staff requests an award of bid for the Dickinson Hall Kitchen Renovation Project in partnership with the Lake Forest-Lake Bluff Senior Citizen's Foundation to Boller Construction in the amount of \$102,500 and include authorization for an additional \$10,000 contingency and award \$3,800 to Kolbrook Design for the architectural design for a total of \$116,300

BACKGROUND/DISCUSSION: Dickinson Hall, the Lake Forest/Lake Bluff Senior Center has been located on the Grove Cultural Campus since 2001. Over the past 20 years, only minor improvements have been made to the kitchen including painting, installing an additional sink, adding a dish sanitizer, and replacing the refrigerator. The kitchen features cabinets that are regularly in need of repair and has flooring that is worn and discolored and a 20 year old oven. Renovating and updating this space will provide a safe and welcoming environment for our members. See the attached Scope of Work on **page 56**.

The Lake Forest/Lake Bluff Senior Citizen's Foundation has approved a contribution to fund the renovation of Dickinson Hall's kitchen in equal amounts with the City of Lake Forest Senior Resources Fund reserves based on City Council approval to fund the renovations with Boller Construction utilizing Senior Resources Fund reserves and the contribution from the Senior Citizens Foundation.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Lake Forest-Lake Bluff Senior Citizen's Foundation	3/22/21	Approved Kitchen Renovation Project
Senior Resources Commission	3/19/21	Reviewed & Recommended Lake Forest-Lake Bluff Senior Citizen's Foundation Approval for Kitchen Renovation Project

BUDGET/FISCAL IMPACT: On February 23, 2021, the project was publicly bid and the bids were opened on March 16, 2021. In total, three bids were received as outlined below.

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

Company Name	Dollar Amount Bid
Boller Construction	\$102,500
FH Paschen, SN Nielsen & Associates, LLC	\$118,165
MAG Construction	\$141,000

The Senior Resources Fund has a target fund balance of 10% of annual budgeted revenue. It currently exceeds the FY21 required target fund balance of \$61,004 by \$89,576. Utilization of this fund for the City's portion, \$58,150, for the Dickinson Hall Kitchen Renovation project will draw the balance to \$111,330.

Below is an estimated summary of Project budget:

FY2021 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Senior Resources Fund	\$0	\$116,300	N*

* A supplemental appropriation will be submitted at fiscal year-end, if needed.

Lake Forest-Lake Bluff Senior Citizens Foundation will fund 50% or up to \$58,150 for this project.

COUNCIL ACTION: Award of Bid for the Dickinson Hall Kitchen Renovation Project in partnership with the Lake Forest-Lake Bluff Senior Citizen's Foundation to Boller Construction in the amount of \$102,500 and include authorization for an additional \$10,000 contingency and award \$3,800 to Kolbrook Design for the architectural design for a total of \$116,300

- Approval to Use Funds from the Dissolved East Shore Radio Network, and the Approval of an Intergovernmental Agreement Between The City of Lake Forest, The City of Highland Park, and The Village of Lake Bluff Establishing The Lake Shore Radio Network.**

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

PURPOSE AND ACTION REQUESTED: By entering into this Intergovernmental Agreement (IGA), The City of Lake Forest will be partnering with Highland Park and Lake Bluff, to maintain the infrastructure of the existing radio network that is used to dispatch emergency calls for each Municipality's Fire Department. A copy of the IGA can be found beginning on **page 57**.

BACKGROUND/DISCUSSION: The Lake Shore Radio Network (LSRN) will be replacing the East Shore Radio Network (ESRN). The ESRN has been operated by the area police departments for years. The ESRN was used for dispatching Police and Fire calls. The LSRN will only be used for Fire dispatching, as all of the area police agencies have switched to a different radio system (Starcom). The Starcom system does not utilize any of the traditional equipment contained in the ESRN. With the Fire Departments taking over this network, we will inherit all of the ESRN Police equipment no longer needed for Police dispatching. The surplus Police equipment can easily be reprogrammed and used to replace any failing Fire radio equipment. The LSRN must be maintained so that we can provide a radio network for our dispatch service to transmit emergency calls. This IGA sets forth a mutually beneficial partnership with our neighboring Fire Departments that utilize the same dispatch center.

BUDGET/FISCAL IMPACT: The ability to repurpose surplus equipment that is shared property in this radio network, will reduce operating expenses and save money on repairs to the system. When the Police Departments disband the ESRN, funds that were held to support that network will now be available to fund the LSRN.

FY2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Emergency Telephone Fund	\$0*	\$40,000*	N

*The City will receive funds from the dissolution of the ESRN estimated to total \$40,000. These funds are proposed to support the expenses anticipated for the LSRN. Future costs of LSRN will be budgeted in the Emergency Telephone Fund. Should an FY22 supplemental appropriation be required, it would be presented for City Council approval at the close of FY22.

COUNCIL ACTION: Approval to Use Funds from the dissolved East Shore Radio Network, and the Approval of an Intergovernmental Agreement Between The City of Lake Forest, The City of Highland Park, and The Village of Lake Bluff Establishing The Lake Shore Radio Network

8. Award of Proposal to Slaten Construction for the Police Target Range Safety Upgrade Project in the Amount of \$166,782 with a 10% or \$16,678 Contingency for a total amount of \$183,460

STAFF CONTACT: *Rob Copeland, Deputy Chief of Police (847-309-8775)*

PURPOSE AND ACTION REQUESTED: Staff request City Council approval to award a proposal to Slaten Construction to install indoor ballistic materials to the walls and ceiling in the existing police target range.

BACKGROUND/DISCUSSION: In the Fall of 2019, the Police Department staff began the process of reviewing potential safety upgrades to the department's firearms range located in the basement of the Public Safety Building. The range was last replaced/renovated in June of 2001. Since 2001, the range has provided a training area for officers in the use of all department issued firearms. While the range has been functional, current and best practice firearms and use of force training needs in law enforcement have prompted staff to consider the overall functionality of the range. Law enforcement training has evolved in the past 20 years since the range was last renovated and the need for more dynamic training to adequately prepare our officers requires safety upgrades to the range. Additionally, recent changes in Illinois law will require the department's training capabilities to be adaptable to meet the changing demands of the profession.

While the range has served its purpose over the past 20 years, the equipment has deteriorated and all equipment, including software and targeting system, have exceeded the estimated useful life (ESL). The company that developed and installed the computer and target handling system is no longer in business.

A flexible, adaptable range with a target systems that are easily moveable will help us accomplish this goal. This will, however, require renovations to our current range. This will involve the removal of the current range equipment, installing ballistic wall coverings and ceiling protection that is critical to ensuring the safest environment possible for our officers to train

BUDGET/FISCAL IMPACT: The project followed the public proposal process and was advertised in the paper on February 26, 2021. Invitations were also sent to contractors that have done favorable work for City and other municipalities. A mandatory pre-proposal meeting was held on March 3, 2021. Twelve contractors attended the pre-proposal meeting and five contractors submitted proposals.

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

On March 19, 2021, staff received the following proposals:

Company Name	Dollar Amount Bid
Slaten Construction	\$166,782
Kandu Construction	\$167,000
Empire Construction	\$168,913
Efraim Carlson & Son	\$175,500
ATP Enterprise Group	\$249,950

Upon review of the submitted proposals and references staff recommends proceeding with Slaten Construction, the lowest responsible proposal received. Slaten Construction has performed numerous projects with similar work scope and their references were favorable.

Below is an estimated summary of project budget:

FY2021 Capital Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
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311-1503-467-67-10	\$120,000.00	\$183,460.00	Y
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The Lake Forest Police Foundation voted to provide \$63,460.00 towards Police Target Range Safety Upgrade Project. This project meets the Foundation's goals and objectives of providing funding for projects that support police officer safety and improving officer training.

COUNCIL ACTION: Award of Proposal to Slaten Construction for the Police Target Range Safety Upgrade Project in the Amount of \$166,782 with a 10% or \$16,678 Contingency for a total amount of \$183,460.

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)

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

BACKGROUND/DISCUSSION: The Building Review Board recommended approval of new homes, landscaping and the overall site plans for the vacant lots in the 3-lot Estate Lane Subdivision. Two neighbors presented testimony offering comments on some of the design aspects of the homes and expressing concern about drainage in the larger Estate Lane area. The Board directed some refinements to the final designs of the homes in response to the comments. As part of the Estate Lane Subdivision, the developer was required to install a storm sewer on the development site to capture runoff from the three vacant properties. That work has been completed. Staff is reviewing stormwater issues in the larger Estate Lane area, particularly in the areas to the south and west of the Estate Lane Subdivision, to determine if public improvements are needed and if so, the priority of work in this area in the context of storm sewer improvements in the overall community.

1380 Oak Knoll Drive (Board vote: 4 - 0, approved)

1400 Oak Knoll Drive (Board vote: 5 - 0, approved)

1365 Estate Lane East (Board vote: 5 - 0, approved)

860 S. Green Bay Road – The Building Review Board recommended approval of demolition of the existing residence and approval of a replacement residence. One resident presented testimony regarding proposed tree removal and the amount of impervious surface. The Board confirmed that the tree proposed for removal is in declining condition and directed that pervious pavers be incorporated into the final plan in some of the hardscape areas. (Board vote: 4-0, approved)

2 June Terrace – The Building Review Board recommended approval of a partial demolition of the residence, an increase in the height of the roof a rear addition. A replacement detached garage was also recommended for approval. Public testimony was presented by several neighbors in support of the petition. This petition was also considered by the Zoning Board of Appeals as detailed in the following agenda item. (Board vote: 5-0)

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 63**. The Ordinances, complete with all exhibits, are available for review in the Community Development Department.

COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading and grant final approval of the Ordinances approving the petitions in accordance with the Building Review Board's recommendation.

COUNCIL ACTION: Approval of the nine (9) omnibus items as presented.

6. OLD BUSINESS

- 1. Consideration of a Recommendation from the Plan Commission Pertaining to Various Actions Related to a Proposed Planned Multi-Family Development, Phase 3 of the McKinley Road Multi-Family Planned Development (Ordinances)**

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

PURPOSE AND ACTION REQUESTED: Consideration of recommendations from the Plan Commission to deny 1) a request for a zone change from R-1 Single Family Residential to GR-3, General Residence, for a 38 foot wide strip of land along the west edge of 373 E. Westminster and 2) a Special Use Permit to authorize a Planned Multi-Family Development and a plat of consolidation, both related to the proposed third phase of the McKinley Road Multi-Family Planned Development, a residential condominium development.

BACKGROUND/DISCUSSION:

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

A review of the recent history of discussions and actions related to the McKinley Road Development is provided in the report prepared for the recent Plan Commission meeting which is included in the Council packet beginning on **page 121**.

To date, the Plan Commission has considered and heard public testimony on the third and final phase of the McKinley Road Planned Development over the course of six meetings. Most recently, at the March 10, 2021 meeting, the Commission reconsidered this petition in its entirety as directed by the Council through a remand of this matter. At the conclusion of the March 10th meeting, the Plan Commission voted 4 to 2 to recommend denial of the petition based on various concerns including, but not limited to: the height and width of the building in relation to the adjacent single family homes, inconsistency of the requested zone change

with the established pattern of single family residential zoning in the surrounding area, and the potential for a negative impact on the overall historic district as a result of the rezoning.

Several Commissioners, including some who voted to recommend denial of the petition, noted overall support for the third phase of the McKinley Road Development and a condominium building on the site. In December 2019, the Commission endorsed a three story building concept for the phase three site. The three story building concept was later denied by the Historic Preservation based in large part on a finding that the three story building did not provide an appropriate transition from the larger buildings to the west to the single family homes to the east.

The zone change request is a recent addition to this petition. As noted by some Plan Commissioners and members of the public, this development plan has continued to evolve over the course of the public discussions directly in response to comments, requests and direction offered to the developer throughout the process. Since the earlier Plan Commission discussions on the proposed third phase, the petitioners acquired the 373 E. Westminster property, immediately east of the development site. The petitioners are requesting the rezoning of the 38 foot strip of land to allow the third building to be configured as a two, rather than a three story structure. This revised configuration maintains the same number of units as presented in the earlier three story plan, improves the functionality of the underground garage and provides expanded space for a landscape buffer along the eastern edge of the development site.

COUNCIL ACTION: Options for Council action are offered below.

1. Accept the Plan Commission's recommendation and by motion vote to **deny** the requested zone change and direct staff and the City Attorney to prepare findings in support of the denial based on the Council's deliberations for affirmation by the Council at the next meeting.

AND

2. Accept the Plan Commission's recommendation and by motion vote to **deny** the requested Special Use Permit and associated approvals and direct staff and the City Attorney to prepare findings in support of the denial based on the Council's deliberations for affirmation by the Council at the next meeting. (If the zone change is denied, approval of the development plan as presented is not possible.)

OR

3. Overturn the Plan Commission's recommendation and grant first reading and if desired by the Council, final approval of an Ordinance (included in the Council packet beginning on **page 134**) rezoning the 38' wide parcel along the west edge of the 373 Westminster property from R-1, Single Family Residential to GR-3, General Residence.

AND

4. Overturn the Plan Commission's recommendation and grant first reading, and if desired by the Council final approval of an Ordinance (included in the Council packet beginning on **page 141**) granting a Special Use Permit approving a Planned Multi-

Family Development and Plat of Consolidation subject to the conditions detailed in the Ordinance and with direction to the Historic Preservation Commission to review the design aspects of the proposed building and landscaping based on the 17 standards in the Code.

7. NEW BUSINESS

1. Approval in Concept of a Request from The Ragdale Foundation to Borrow \$1.5 million from the City to be paid from Pledge Commitments over a Five-Year Period

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

PURPOSE AND ACTION REQUESTED: The City Council is asked to consider a request from The Ragdale Foundation – in concept only – to provide a loan of \$1.5 million over a five year period to be paid from multi-year pledge commitments. The specific terms and loan documents would return to the City Council for approval at a later date.

BACKGROUND/DISCUSSION: Attached (**page 168**) please find a March 19 letter to Mayor Pandaleon from Barbra Schumann, President of the Board of Trustees for The Ragdale Foundation. The letter requests City Council consideration of a loan request for \$1.5 million, to be repaid with interest over a five-year period. The Foundation has initiated a capital campaign seeking \$6 million or more in connection with several initiatives. The loan request is intended to provide bridge financing for pledge commitments that will be paid over time. The City provided a \$2 million loan to The Ragdale Foundation in 2011 which was paid in full.

The Foundation is seeking approval in concept of the loan at this time so the City and Foundation can move forward with preparation of associated documents. The Foundation has requested that the loan be made without requiring collateral based on their performance in repaying the 2011 loan. The City's previous loan required that 100% of the loan principal be collateralized from two endowment funds. It is recommended that the City allow for a reduced collateral requirement, seeking collateral only to the extent of an endowment fund through William Blair, the current balance of which is approximately \$1.1 million. In addition, the City would require the Foundation to provide a quarterly status report of pledge commitments and payments, as these are the designated source of payment of the loan.

BUDGET/FISCAL IMPACT: The request is for the City to provide a \$1.5 million loan for a period of five (5) years at 2.0% interest.

COUNCIL ACTION: The City Council is asked to consider approval in concept of a \$1.5 million loan to The Ragdale Foundation. Loan documents would be drafted for the City Council's approval at a later date.

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

A copy of the Decision Making Parameters can be found beginning on **page 17** of this packet.

Office of the City Manager

March 31, 2021

The City of Lake Forest is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are required to contact City Manager Jason Wicha, at (847) 234-2600 promptly to allow the City to make reasonable accommodations for those persons.



THE CITY OF LAKE FOREST

DECISION-MAKING PARAMETERS FOR CITY COUNCIL, AND APPOINTED BOARDS & COMMISSIONS

Adopted June 18, 2018

The City of Lake Forest Mission Statement:

"Be the best-managed, fiscally-responsible and appealing community and promote a community spirit of trust, respect and citizen involvement."

The Lake Forest City Council, with the advice and recommendations of its appointed advisory Boards and Commissions, Lake Forest Citizens, and City Staff, is responsible for policy formulation and approval. Implementation of adopted strategy, policy, budgets, and other directives of Council is the responsibility of City Staff, led by the City Manager and Senior Staff. The Mayor and Aldermen, and appointed members of Boards and Commissions should address matters in a timely, deliberate, objective and process-driven manner, making decisions guided by the City of Lake Forest Strategic and Comprehensive Plans, the City's Codes, policies and procedures, and the following parameters:

- Motions and votes should comprise what is in the best long-term interests of all Lake Forest citizens, measured in decades, being mindful of proven precedents and new precedents that may be created.
- All points of view should be listened to and considered in making decisions with the long-term benefit to Lake Forest's general public welfare being the highest priority.
- Funding decisions should support effectiveness and economy in providing services and programs, while mindful of the number of citizens benefitting from such expenditures.
- New initiatives should be quantified, qualified, and evaluated for their long-term merit and overall fiscal impact and other consequences to the community.
- Decision makers should be proactive and timely in addressing strategic planning initiatives, external forces not under control of the City, and other opportunities and challenges to the community.

Community trust in, and support of, government is fostered by maintaining the integrity of these decision-making parameters.

The City of Lake Forest's Decision-Making Parameters shall be reviewed by the City Council on an annual basis and shall be included on all agendas of the City Council and Boards and Commissions.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PARTIAL RELEASE OF RIGHTS
CONCERNING 655 FOREST AVENUE, LAKE FOREST, ILLINOIS**

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

WHEREAS, on December 4, 1979, the City passed and approved an ordinance ("**Ordinance**") directing the sale of the property commonly known as 655 Forest Avenue, Lake Forest, Illinois ("**Property**"), subject to certain terms and conditions, including the City's right to re-acquire the Property before the Property is conveyed in the future; and

WHEREAS, on July 31, 1980, the City executed a warranty deed, recorded with the Lake County Recorder as Document Number 20706557 ("**Deed**"), conveying title to the Property to Lee Stupek; and

WHEREAS, Deed Section 5 grants the City the right to repurchase the Property, subject to certain terms and conditions; and

WHEREAS, the Property's current owner, MSQ Partners LLC ("**Seller**"), has entered into a contract to sell the Property to Lake Forest Colonial Partners, LLC ("**Buyer**"); and

WHEREAS, the Seller and Buyer have asked the City to release its right to repurchase the Property at this time and related rights under the Deed and the Ordinance so the Buyer may acquire the Property and improve it with a restaurant; and

WHEREAS, the City's Corporate Authorities have determined that it is in the City's best interests to execute the Partial Release of Rights attached as Exhibit A ("**Release**"), subject to this Resolution's terms and conditions;

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

SECTION 1: The recitals set forth above and all exhibits attached to this Resolution are hereby incorporated into this Section 1.

SECTION 2: The Release attached as Exhibit A is approved, the Mayor and City Clerk are authorized and directed to execute the Release on the City's behalf, and the City Clerk is directed to deliver an executed copy of the Release to the Seller.

SECTION 3: The City Manager is authorized and directed to implement and enforce this Resolution's terms, including, without limitation, the Release.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

PASSED THIS ____ DAY OF _____, 2021

AYES

NAYS

ABSENT

APPROVED THIS ____ DAY OF _____, 2021

MAYOR

ATTEST:

City Clerk

Prepared by:
Matthew K. Impola
Foley & Lardner LLP
777 E. Wisconsin Ave
Milwaukee, WI 53202

After recording, return to:
Gregory W. Jones
Ancel Glink, P.C.
140 S. Dearborn Street, 6th Floor
Chicago, IL 60603

[Above space reserved for Recorder]

PARTIAL RELEASE OF RIGHTS

THIS PARTIAL RELEASE OF RIGHTS (this “Release”) hereby certifies and affirms that the City of Lake Forest, a home rule, special charter municipal corporation of Illinois (hereinafter called the “City”), waives, releases, and relinquishes the ROFR and Exterior Review Rights, subject to this Release’s terms, effective as of the date of the City’s execution of this Release on the signature page below (the “Effective Date”).

RECITALS

WHEREAS, pursuant to Section 2(e) of City of Lake Forest Ordinance Directing the Sale of Certain Real Estate passed and approved by the City on December 4, 1979 (the “Ordinance”) and that certain Warranty Deed dated July 31, 1980 and recorded with the Lake County, Illinois Recorder of Deeds on July 31, 1980 as Document Number 20706557 (the “Deed”), City has a right of first refusal (the “ROFR”) to purchase the property commonly known as 655 Forest Avenue, Lake Forest, Illinois, 60045, and legally described on Exhibit “A” attached hereto and made a part hereof (the “Property”).

WHEREAS, pursuant to Deed Sections 1 and 4, the City is authorized to approve any changes to the exterior appearance or size of the existing building on the Property or any use of the eastern portion of the Property for other than landscaped courtyard or open area (collectively, the “Exterior Review Rights”).

WHEREAS, the Property’s current owner, MSQ Partners LLC, an Illinois limited liability company (the “Owner”), has entered into a contract to sell the Property (the “Proposed Sale”) to Lake Forest Colonial Partners LLC, a Delaware limited liability company (the “Buyer”).

WHEREAS, Buyer intends to renovate the Property pursuant to plans that were granted a Certificate of Appropriateness from the City of Lake Forest Historic Preservation Commission (the “HPC”) on January 27, 2021, and as further approved by a Subcommittee of the HPC on February 12, 2021, for the purposes of operating a restaurant on the Property. The plans

approved by the City as the Effective Date are referred to as the "Plans."

WHEREAS, Owner has requested that the City release the ROFR to facilitate the Proposed Sale to the Buyer and release the City's Exterior Review Rights to allow the Property to be renovated in accordance with the Plans, subject to this Release's terms.

NOW THEREFORE, the City hereby waives, releases, and relinquishes its ROFR to purchase the Property for the sole and limited purpose of facilitating the Owner's Proposed Sale of the Property to the Buyer. The foregoing release does not waive, release, relinquish, terminate, or modify the City's ROFR to purchase the Property in connection with any subsequent sale or conveyance of the Property, including, without limitation, the Property's sale to any party other than the Buyer, and the City expressly reserves the right to exercise all of the City's rights under the Deed, including, without limitation, the ROFR in conjunction with any future sale or conveyance of the Property.

The City further waives, releases, and relinquishes its Exterior Review Rights as set forth in Deed Sections 1 and 4 for the sole and limited purpose of facilitating the Buyer's renovation of the Property in accordance with the Plans. The foregoing waiver and release shall in no way excuse the Buyer from complying with all City codes, ordinances, rules, and regulations, as amended, concerning the Property, its use, and the proposed renovation, including, without limitation, all City, county, state, and federal license and permit requirements. Further, the foregoing release and waiver of the City's Exterior Review Rights only applies to the Buyer's renovation of the Property in accordance with the Plans, and the City expressly reserves the right to exercise its Exterior Review Rights in the future, including, without limitation, when considering modifications or improvements to the Property not depicted in the Plans.

[Signature and acknowledgment appear on the following page]

IN WITNESS WHEREOF, the City has caused this Partial Release of Rights to have been executed on its behalf by a duly authorized signatory on April ____, 2021.

(seal)

THE CITY OF LAKE FOREST, a Municipal Corporation of Illinois

By: _____
George A. Pandaleon, Mayor

Attest: _____
Margaret Boyer, City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, _____, do hereby certify that George A. Pandaleon, Mayor of the City of Lake Forest, Lake County, Illinois, and Margaret Boyer, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me on _____, 2021 and acknowledged that they signed the above and foregoing instrument as such Mayor and City Clerk, respectively, as their free and voluntary act and as the free and voluntary act of said City pursuant to the authority given by the City Council of said City of Lake Forest.

(seal)

Name:
Notary Public, State of Illinois
My Commission Expires: _____

EXHIBIT A

Property's Legal Description

LOT 15 (EXCEPT THAT PART THEREOF LYING NORTHERLY OF A STRAIGHT LINE DESCRIBED AS BEGINNING AT A POINT IN THE EASTERLY LINE, 9.40 FEET NORTHERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT AND RUNNING WESTERLY TO A POINT IN THE WESTERLY LINE 9.34 FEET NORTHERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT), ALL OF LOT 16 AND NORTHERLY 50 FEET OF 17 IN BLOCK 1 OF JAMES ANDERSON'S SUBDIVISION OF LOT 340 AND PART OF LOT 334 IN LAKE FOREST IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MARCH 18, 1892, AS DOCUMENT 48827, IN BOOK "C" OF PLATS, PAGE 5, IN LAKE COUNTY, ILLINOIS.

P.I.N.: 12-33-113-009

Address: 655 Forest Avenue, Lake Forest, Illinois 60045

4848-1971-1085, v. 3



Le Colonial | Lake Forest

Le Colonial

Architectural
drawing



Le Colonial | Lake Forest

Le Colonial



Le Colonial | Lake Forest

Le Colonial

Prepared by and after
recording return to:

Ancel Glink, P.C.
Attn: Julie A. Tappendorf
140 South Dearborn Street
6th Floor
Chicago, Illinois 60603

Recorder's Use Only

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

BY AND BETWEEN

THE CITY OF LAKE FOREST

AND

LC LAKE FOREST, LLC

CONCERNING

655 FOREST AVENUE, LAKE FOREST, ILLINOIS

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2021 (“**Effective Date**”), by and between the **CITY OF LAKE FOREST**, a home rule special charter municipal corporation with offices located at 220 E. Deerpath, Lake Forest, Illinois (“**City**”) and **LC LAKE FOREST LLC**, an Illinois limited liability company with offices located at 800 W. Madison Street, Suite 400, Chicago, Illinois (“**Taxpayer**”) (collectively, the City and the Taxpayer are the “**Parties**”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City’s home rule powers, the Parties agree as follows:

SECTION 1. RECITALS.

A. Taxpayer is the lessee of certain property consisting of approximately 0.24 acres of land generally located southeast of the intersection of Forest Avenue and Southgate, commonly known as 655 Forest Avenue, Lake Forest, Illinois, which property is legally described in Exhibit 1 attached to this Agreement (“**Property**”).

B. The Property is located in the City’s B4 Preservation Business Zoning District and is currently occupied by a vacant commercial structure (“**Building**”).

C. The Taxpayer desires to occupy the Property with a restaurant named Le Colonial (“**Proposed Business**”).

D. On or about January 27, 2021, the City’s Historic Preservation Commission reviewed the Taxpayer’s proposal for the Property, Building, and Proposed Business and granted a Certificate of Appropriateness approving plans to improve the Property and preliminary plans for extensive interior renovation, upgrades and life safety improvements have been reviewed with the City (“**Plans**”).

E. The City desires to have Taxpayer renovate the Property in accordance with the Plans and operate the Proposed Business on the Property, and, in consideration for the Taxpayer agreeing to do the same, the City has agreed to rebate a portion of the sales tax generated by the Proposed Business to assist Taxpayer in financing development costs in connection with the Proposed Business.

F. The City has reviewed the Taxpayer’s Plans and the Proposed Business and hereby makes the findings set forth in Exhibit 2.

G. The City and Taxpayer desire to enter into this Agreement to set forth the terms governing the rebate of the sales tax revenues.

H. The City and Taxpayer have the power and authority to enter into this Agreement specifically pursuant to, but without limitation, 65 ILCS 5/8-11-20, 65 ILCS 5/8-1-2.5, and the City’s home rule authority.

SECTION 2. DEFINITIONS.

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

“Commencement Date:” The date established pursuant to Section 3.A of this Agreement.

“Corporate Authorities:” The Mayor and City Council of the City of Lake Forest.

“Effective Date:” The date referenced in the first paragraph of page 1 of this Agreement.

“Force Majeure:” Strikes, lockouts acts of God or other factors beyond a party’s reasonable control and reasonable ability to remedy, as further described in Section 7 of this Agreement; provided, however, that Force Majeure shall not include delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the Property. In no event shall increased costs or other financial considerations be considered a Force Majeure event.

“Gross Receipts:” The term “Gross Receipts” shall have the same meaning as that which is ascribed to it in the Retailer’s Occupation Tax Act.

“Home Rule Occupation Tax Act:” The Home Rule Municipal Retailers’ Occupation Tax Act, 65 ILCS 5/8-11-1.

“Municipal Sales Tax:” That portion or component of the Sales Taxes generated by Taxpayer from sales on all or any portion of the Rebate Property that the City actually receives from the State of Illinois.

“Rebate Property:” The real property defined as the “Property” in Agreement Section 1.A.

“Retailer’s Occupation Tax Act:” The Illinois Retailer’s Occupation Tax Act, 35 ILCS 120/1, *et seq.*, as amended.

“Sales Taxes:” Any and all taxes imposed and collected by the State of Illinois pursuant to the Retailer’s Occupation Tax Act and pursuant to the Home Rule Occupation Tax Act.

“Sales Tax Rebate:” The rebate payment to Taxpayer of a portion of the Municipal Sales Taxes that the City is required to make pursuant to this Agreement.

“Sales Tax Year:” The period of time commencing on the Commencement Date and ending on the date that is one year after the Commencement Date, and each of the succeeding years thereafter.

“Sales Tax Quarter:” The period of time commencing on the Commencement Date and ending on the last day of the calendar quarter, and each of the succeeding calendar quarters thereafter.

“Zoning Regulations:” Chapter 159 of the City of Lake Forest Code of Ordinances, as amended.

SECTION 3. COMMENCEMENT OF SALES TAX REBATE OBLIGATIONS.

A. Commencement Date. The “Commencement Date” is the date on which the Proposed Business opens to members of the public. The Commencement Date is anticipated to occur in Spring, 2022. The Taxpayer will notify the City in writing at least 10 days before opening the Proposed Business to members of the public and identify the date the Proposed Business will open to members of the public.

B. Failure to Commence. In the event that the Proposed Business is not constructed on the Property in accordance with the Plans, open to the general public, and subject to an occupancy permit issued in compliance with Section 5.A, all on or before July 1st of 2022, the City will have no obligation whatsoever to perform any of the Municipal Sales Tax rebate obligations set forth in Agreement Section 4.

SECTION 4. SALES TAX REBATE.

A. Calculation of Sales Tax Rebate. Each Sales Tax Year for a period of 4 years beginning on the Commencement Date, the City will receive and retain the first \$80,000 of Municipal Sales Tax generated by Taxpayer from the Rebate Property from all Gross Receipts in a Sales Tax Year (“*City’s Share*”). After the City collects the City’s Share, the City agrees to rebate to Taxpayer 100% of any Municipal Sales Tax exceeding the City’s Share that is generated by Taxpayer from the Rebate Property from all Gross Receipts in a Sales Tax Year, up to a maximum Sales Tax Rebate of \$200,000.00. In no event shall the Taxpayer receive more than an aggregate amount of \$200,000.00 in Sales Tax Rebates during this Agreement’s term. Any amounts owed to the Taxpayer by the City pursuant to this Agreement shall not accrue interest, regardless of the date payment is made.

B. City Payment. Within 90 days after the end of each Sales Tax Year, the City shall pay Taxpayer the applicable Sales Tax Rebate for that particular Sales Tax Year, based on the records of the Illinois Department of Revenue actually provided to and received by the City. If, for any reason, the State of Illinois fails to distribute the Municipal Sales Tax revenue or the necessary Illinois Department of Revenue records are not received by the City in sufficient time for the City to make such annual Sales Tax Rebate payments, the City shall provide notice of such fact to Taxpayer. In that event, the City shall make the required Sales Tax Rebate payment within 60 days after the date on which the City actually receives the Municipal Sales Tax revenue and records from the Illinois Department of Revenue due the City for the applicable annual payment period.

C. Change in the Law.

1. The City and Taxpayer acknowledge and agree that the City’s obligation to pay the Sales Tax Rebate to Taxpayer is predicated on existing State law, including, without limitation, the Retailer’s Occupation Tax Act. The City and Taxpayer further acknowledge that the Illinois General Assembly has, from time to time, considered proposals to modify or eliminate the distribution of Sales Taxes to Illinois municipalities.

The City and Taxpayer desire in Paragraph 2 of this Section 4.C to make express provision for the effect of any such change upon the operation of this Agreement.

2. In the event the State of Illinois amends or repeals the Retailer's Occupation Tax Act or makes any other promulgation, enactment, or change in law ("***Change in Law***") that eliminates the distribution of Sales Taxes to the City, otherwise alters the distribution formula in a manner that prevents the City and Taxpayer from determining with a reasonable degree of certainty the precise amount of the Municipal Sales Tax or the amount of Municipal Sales Tax generated by Taxpayer on the Rebate Property, or it is determined that the Property does not qualify, under applicable state law, to receive Municipal Sales Tax Rebates, the provisions of this Agreement with regard to Municipal Sales Tax generated from the Rebate Property on or after the effective date of the Change in Law or such determination shall automatically terminate and become null and void and be of no further force or effect, and the City shall have no obligation whatsoever to pay to Taxpayer any of the Municipal Sales Tax generated on or after the effective date of the Change in Law or such determination. However, if a Change in Law results in replacement taxes for the Sales Taxes directly resulting from Gross Receipts of Taxpayer as contemplated hereunder, then, for purposes of this Agreement, such replacement taxes shall be defined as Sales Taxes, subject in all respects to the City's actual receipt of its portion of such replacement taxes as well as the City's authority under state law to provide for rebate of such replacement taxes, as contemplated herein.

D. No Guarantee. The Parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement shall be construed, deemed, or interpreted as either (1) a guarantee that the City will receive any Municipal Sales Taxes as a result of the operation of the Proposed Business on the Rebate Property or (2) a requirement or obligation by Taxpayer to generate Gross Receipts from the Rebate Property.

E. Limited Liability. Notwithstanding any other provision of this Agreement to the contrary, the City's obligation to pay the Sales Tax Rebate shall be subject to the applicable laws of the State of Illinois and shall not be a general debt of the City or a charge against its general credit or taxing powers, but shall be a special limited obligation payable solely out of the Municipal Sales Tax received by the City, as specifically defined in Section 2 of this Agreement. Taxpayer shall have no right to, and agrees that it shall not, compel any exercise of the taxing power of the City to pay the Sales Tax Rebate, and no execution of any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or other property of the City (unless the City refuses to make such payment to Taxpayer in violation of this Agreement). No recourse shall be had for any payment pursuant to this Agreement against any past, present, or future councilmember, elected or appointed official, officer, agent, attorney, representative, or employee of the City in his or her individual capacity.

F. Refund of Rebate. In the event that, at any time during the Term of this Agreement, Taxpayer abandons, closes, or terminates the use of the Property for the Proposed Business, without substituting therefor, within 12 months after such abandonment, closure, or termination, another Proposed Business (which may or may not be owned, operated, or controlled by Taxpayer) that is intended and expected, with a reasonable degree of certainty, to generate at least the same amount of Gross Receipts as the business that was abandoned, closed, or terminated ("***Closure***"), then the (1) provisions of this Agreement with regard to Municipal Sales Tax

generated from the Rebate Property shall, as of the date of the Closure, automatically terminate and become null and void and be of no further force or effect, and the City shall have no obligation whatsoever to perform any of the Sales Tax Rebate obligations in this Section 4 of this Agreement; and (2) Taxpayer shall refund to the City the entire amount of the Sales Tax Rebate received by Taxpayer prior to the date of the Closure as follows:

1. If the Closure occurs between the Commencement Date and the Commencement Date's second anniversary, Taxpayer shall be required to refund 100% of the Sales Tax Rebate; and
2. If the Closure occurs after the Commencement Date's second anniversary but on or before the Commencement Date's fourth anniversary, Taxpayer shall be required to refund 50% of the Sales Tax Rebate.

Taxpayer acknowledges and agrees that the City's right to receive a Sales Tax Rebate refund under this Section constitutes a personal obligation of the Taxpayer. Notwithstanding the foregoing, in the event that a Closure is exclusively the result of a Force Majeure event, Taxpayer shall have no obligation to refund such prior received Sales Tax Rebate, even if there is no replacement business having substantially similar amounts of Gross Receipts as the business.

G. Abandonment of Use. In the event that the Proposed Business ceases doing business on the Property for 90 consecutive days at any time after the Commencement Day, the City shall have no further obligations under this Agreement and this Agreement shall be terminated, unless the 90 day period is extended by action of the Corporate Authorities of the City; provided, however, that the refund obligations of Subsection 4.F shall survive any termination under this Subsection 4.G.

SECTION 5. USE AND DEVELOPMENT OF THE PROPERTY.

A. Zoning Approvals. This City's obligations under this Agreement shall be contingent upon Taxpayer: (i) obtaining a leasehold interest in the Property and providing the City Manager written proof, to the City Manager's reasonable satisfaction, of the same on or before April 12, 2021; (ii) filing all necessary applications for, (iii) obtaining approval of zoning and entitlement relief to authorize the operation of, (iv) obtaining a certificate of occupancy, or temporary or conditional certificate of occupancy, in conformity with such approval of zoning relief, and (v) securing all business and other City, county, state, and federal licenses or permits required to operate, the Proposed Business on the Property in accordance with the Plans.

B. Compliance with Laws. If Taxpayer fails to comply with the Zoning Regulations, this Agreement, or any other applicable code, ordinance, rule, or regulation of the City, or any other applicable local, state, or federal ordinance, regulation, rule, or law during the term of this Agreement, the provisions of this Agreement with regard to Municipal Sales Tax generated from the Rebate Property shall automatically terminate, and the City shall have no obligation to pay to Taxpayer any Sales Tax Rebate based upon the Municipal Sales Tax generated on or after the date of Taxpayer's noncompliance or violation; provided, however, at least 30 days before such automatic termination, the City shall notify Taxpayer of the violation and allow Taxpayer 30 days after such notice to cure the violation, and further provided, that said 30 day period shall be

extended if Taxpayer has initiated the cure of said violation and is proceeding diligently to cure the same.

SECTION 6. FORCE MAJEURE.

Whenever any performance that is required hereunder shall be delayed at any time by Force Majeure, then the party excused from performance shall be excused from performance: 1) only after delivering notice to the other party, which notice shall identify the nature of the Force Majeure event and the anticipated duration of the delay due to the Force Majeure event; 2) only during the duration of the Force Majeure event; and 3) only so long as the party whose performance is impaired continues to take reasonable steps to mitigate the effect of the Force Majeure Event and to substantially perform despite the occurrence of the Force Majeure Event.

SECTION 7. LITIGATION AND DEFENSE OF AGREEMENT.

A. Litigation. If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Agreement (“*Litigation*”), the party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other party and shall thereafter keep the other party fully informed concerning all material aspects of the Litigation.

B. Defense. The City and Taxpayer do hereby agree to use their respective best efforts to defend the validity of this Agreement, including, without limitation, all ordinances and resolutions adopted approving or implementing the Agreement, any agreements executed pursuant to this Agreement, and every action taken to implement this Agreement’s terms. The City and Taxpayer do hereby agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

C. Cooperation for Curative Acts. To the extent any challenge is asserted against the validity of this Agreement, any of its provisions, or any procedures or enactments relating to this Agreement, the Parties shall cooperate to take any curative action that may be necessary or desirable to avoid or defeat such challenge and allow the Parties to enjoy the benefits intended to be conferred by the Agreement.

D. Litigation as Force Majeure. To the extent that Taxpayer is unable to receive a Sales Tax Rebate for any period due to Litigation, such Litigation may qualify as a Force Majeure event.

SECTION 8. REMEDIES.

A. Remedies. In the event of a breach or an alleged breach of this Agreement by either party, either party may, by suit, action, mandamus or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance of this Agreement.

B. Notice and Cure. Neither party may exercise the right to bring any suit, action, mandamus or any other proceeding pursuant to Paragraph A of this Section 8 without first

providing written notice to the other party of the breach or alleged breach and allowing a period of 30 days for the curing of said breach or alleged breach; provided, however, that in the event such violation or failure cannot be cured within said 30-day period notwithstanding diligent and continuous effort by the party receiving notice, and said party shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as may be necessary for curing such violation with diligence and continuity.

SECTION 9. TERM.

This Agreement shall be in full force and effect from the Effective Date until (i) the Commencement Date's fourth anniversary or (ii) Taxpayer's receipt of \$200,000.00 in Sales Tax Rebates, whichever occurs first. This Agreement shall, during its term, run with and bind the Property and shall inure to the benefit of and be enforceable by Taxpayer and the City, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

SECTION 10. RELEASE OF INFORMATION.

Taxpayer agrees to sign all documentation necessary to cause the Illinois Department of Revenue to release to the City the amount of Municipal Sales Tax generated by Taxpayer from the Rebate Property during each of the Sales Tax Years pursuant to applicable State law. Further, Taxpayer will provide the City will copies of its sales tax returns on a monthly basis for the term of this Agreement.

SECTION 11. PAYMENT OF FEES, COSTS, AND TAXES.

In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or City, county, state, or federal law, ordinance, rule, or regulation, Taxpayer will timely pay to the City, other governmental entity, or third party from whom an invoice is received, all application, inspection, permit, license and other fees associated with or related to the maintenance of or operation of the Property or the Proposed Business; all utility fees and charges; all taxes imposed by the City or other governmental entity; and all contributions, impact fees, and all other fees, charges, and contributions imposed pursuant to City, county, state, or federal law, ordinance, rule, or regulation, as amended. Notwithstanding any other provision of this Agreement, payment of all said fees, costs, and expenses shall be a condition precedent to each and every obligation of the City under this Agreement. The City may, in its sole discretion and upon notice to Taxpayer, set off any amounts due from Taxpayer under this Agreement against any Sales Tax Rebate due from the City.

SECTION 12. LIABILITY AND INDEMNITY OF CITY.

A. No Liability for City Review. Taxpayer acknowledges and agrees (1) that the City is not, and shall not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained, as the result of the City's review and approval of any plans for the Property, or as a result of the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; and (2) that the City's review and approval of any such plans and the issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed

to insure Taxpayer, or any of its heirs, successors, assigns, tenants, or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

B. City Procedures. Taxpayer acknowledges that notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and agrees not to challenge any of such actions on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Hold Harmless. Except in the case of violation of any law, rule, regulation, or agreement by any of the City Parties or the negligence or willful misconduct on the part of any of the City Parties, Taxpayer agrees to, and does hereby, release, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, agents, representatives, and attorneys (the “City Parties”), from any and all claims that may, at any time, be asserted against any of such City Parties in connection with (i) the City’s review and approval of any plans, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; (ii) any actions taken by the City pursuant to Subsection B of this Section 12; (iii) the development, construction, and maintenance of the Property; (iv) the violation of any restrictive covenant applicable to the Property; and (v) the Taxpayer’s performance or nonperformance of its obligations under this Agreement and all related ordinances, resolutions, or other agreements. The foregoing notwithstanding, in no event shall Taxpayer’s liability under this Section 12.C exceed the amount of the Sales Tax Rebate received by Taxpayer, except in the case of violation of any law, rule, or regulation, or agreement by the Taxpayer or the negligence or willful misconduct on the part of Taxpayer in which case Taxpayer shall also defend the City Parties. In no event shall Taxpayer be liable for consequential, special, loss of profit, or punitive damages in connection with this Agreement, including, but not limited to, under this Section 12.C.

SECTION 13. ENFORCEMENT.

The Parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that Taxpayer agrees that it shall not seek, and that it does not have the right to seek, to recover a judgment for monetary damages (other than payment of the Sales Tax Rebate) against the City or any City elected or appointed officials, officers, agents, representatives, attorneys, or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement. Notwithstanding the foregoing, in the event of a judicial proceeding brought by any party to this Agreement against any other party to this Agreement for enforcement or for breach of any provision of this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys’ fees, incurred in connection with such judicial proceeding.

SECTION 14. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.

A. Binding Effect. Taxpayer acknowledges and agrees that this Agreement shall be binding upon Taxpayer and any and all of his or its heirs, successors, and permitted assigns.

B. Prohibited Assignments. It is the express intent of the Parties hereto that, except as expressly provided or allowed herein, this Agreement, and all of the rights and privileges

granted herein, are for the sole and exclusive benefit of Taxpayer. Accordingly, notwithstanding any provision of this Agreement, in the event that Taxpayer does, or attempts to, voluntarily or involuntarily transfer its interest in the Property, in whole or in part, without the prior consent of the City, which consent may be granted or denied in the sole discretion of the City's Corporate Authorities, this Agreement, and all of the rights and privileges granted herein, shall, at the option of the City, become null and void and be of no force or effect.

SECTION 15. REPRESENTATIONS AND WARRANTIES.

A. Taxpayer Representations and Warranties. In order to induce the City to enter into this Agreement and to adopt the ordinances and grant the rights herein provided for, Taxpayer hereby warrants and represents to the City as follows:

1. Taxpayer is qualified to do business, validly existing, and in good standing under the laws of the State of Illinois.
2. Taxpayer has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary corporate, partnership, and venture actions to authorize the execution, delivery, and performance of this Agreement.
3. No mortgagee or any other secured party that has an interest in the Property as of the date of this Agreement has an objection to either (i) the execution and performance of this Agreement by Taxpayer or (ii) the binding nature of this Agreement with respect to the Property. In the event that Taxpayer is not the owner of record of the Property, Taxpayer shall deliver to the City Clerk, at the time of Taxpayer's execution of this Agreement, a document executed by all owners of record and any secured parties acknowledging this warranty and confirming the validity thereof.
4. All necessary consents of any board of directors, shareholders, creditors, investors, partners, judicial, or administrative bodies, governmental authorities, or other parties, including specifically but without limitation all secured parties, regarding the execution and delivery of this Agreement have been obtained.
5. No consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the City, and the State of Illinois with respect to distribution of Sales Taxes) is required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement that has not heretofore been obtained by Taxpayer.
6. The individuals executing this Agreement on behalf of Taxpayer have the power and authority to execute and deliver this Agreement on behalf of Taxpayer.
7. The execution, delivery, and performance of this Agreement (i) is not prohibited by any requirement of law or under any contractual obligation of Taxpayer; (ii) will not result in a breach or default under any agreement to which Taxpayer is a party or to which Taxpayer, in whole or in part, is bound; and (iii) will not violate any

restriction, court order, or agreement to which Taxpayer or the Property, in whole or in part, is or are subject.

B. City Representations and Warranties. In order to induce Taxpayer to enter into this Agreement and to adopt the ordinances and grant the rights herein provided for, the City hereby warrants and represents to Taxpayer that the individuals executing this Agreement on behalf of the City have been duly authorized and directed by the Corporate Authorities to execute and deliver this Agreement on behalf of the City.

SECTION 16. GENERAL PROVISIONS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement must be in writing and delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail ("*e-mail*"). E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

If to City:

City of Lake Forest
Attn: Jason Wicha, City Manager
220 E. Deerpath
Lake Forest, Illinois 60045
E-mail: wichaj@cityoflakeforest.com

With a copy to:

Ancel Glink, P.C.
Attn: Julie A. Tappendorf
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603
E-mail: jtappendorf@ancelglink.com

If to Taxpayer:

With a copy to:

By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

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

D. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City to exercise at any time any such right shall not be deemed or construed a waiver thereof, nor shall such failure void or affect the City's right to enforce such right or any other right.

E. Consents. Whenever the consent or approval of any party hereto is required in this Agreement such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, all Parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

F. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. The venue for all disputes arising from or related to this Agreement, the Property, or the Proposed Business shall be in the Illinois Circuit Court for the Nineteenth Judicial Circuit, Lake County, Illinois.

G. Non-Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the entire remainder of this Agreement shall, thereupon, be null and void and of no further force and effect, it being the intent of the Parties that all of the provisions of this Agreement be treated as an individual whole.

H. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties to this Agreement regarding the rebate of Municipal Sales Tax to Taxpayer; all prior drafts and agreements concerning such matters between the Parties, whether written or oral, are merged in this Agreement and shall be of no force and effect.

I. No Other City Incentives. Taxpayer acknowledges and agrees that, during the term of this Agreement and until all Taxpayer obligations under this Agreement have been completed, there are no other rebates, reimbursements, cost adjustments, or other incentives of any kind available from the City for the Property or the Proposed Business, and Taxpayer agrees not

to seek, apply for, or otherwise request such rebates, reimbursements, cost adjustments or other incentives with respect to the Property or the Proposed Business.

J. Grammatical Usage and Construction. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

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

L. Headings. The headings, titles and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

M. Recitals and Exhibits. This Agreement's recitals and exhibits are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

N. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed by the City pursuant to all applicable statutory procedures.

O. Calendar Days and Time. Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday, or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday, or Federal holiday.

P. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm or corporation shall be made, or be valid, against the City or Taxpayer.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:

CITY OF LAKE FOREST, an Illinois
municipal corporation

By: _____
Margaret Boyer, City Clerk

By: _____
George A. Pandaleon, Mayor

LC LAKE FOREST, LLC, an Illinois limited
liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

 This instrument was acknowledged before me on _____, 2021,
by **GEORGE A. PANDALEON**, Mayor of the **CITY OF LAKE FOREST**, an Illinois municipal
corporation, and by **MARGARET BOYER**, City Clerk of said municipal corporation, as their
free and voluntary act in their capacities as officers of said company for the uses and purposes
herein.

Signature of Notary

SEAL

My Commission expires:

STATE OF _____)
) SS.
COUNTY OF _____)

 The foregoing instrument was acknowledged before me on
_____ 2021, by _____ the _____
of **LC LAKE FOREST, LLC**, an Illinois limited liability company, as his/her free and voluntary
act in his/her capacity as officer of said company for the uses and purposes herein.

Signature of Notary

SEAL

My Commission expires:

Exhibit 1

Legal Description of the Property

LOT 15 (EXCEPT THAT PART THEREOF LYING NORTHERLY OF A STRAIGHT LINE DESCRIBED AS BEGINNING AT A POINT IN THE EASTERLY LINE, 9.40 FEET NORTHERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT AND RUNNING WESTERLY TO A POINT IN THE WESTERLY LINE 9.34 FEET NORTHERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT), ALL OF LOT 16 AND NORTHERLY 50 FEET OF 17 IN BLOCK 1 OF JAMES ANDERSON'S SUBDIVISION OF LOT 340 AND PART OF LOT 334 IN LAKE FOREST IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MARCH 18, 1892, AS DOCUMENT 48827, IN BOOK "C" OF PLATS, PAGE 5, IN LAKE COUNTY, ILLINOIS.

P.I.N.: 12-33-113-009

Address: 655 Forest Avenue, Lake Forest, Illinois 60045

Exhibit 2

City's Findings

Based on the City's review of the Property, the Plans, the Proposed Business, and all other relevant information, the Corporate Authorities hereby make the findings below and conclude that entering into the Agreement is in the City's best interests.

- (1) The Building on the Property has remained significantly unoccupied or underutilized for at least 1 year. The Property's prior occupant, Market House on the Square, has not consistently or fully occupied or utilized the Building since mid-March, 2020.
- (2) The Proposed Business will create and retain job opportunities in the City. The Proposed Business is estimated to generate 110 jobs.
- (3) Redeveloping the Property with the Proposed Business will promote further development of adjacent areas. The Property is located near the City's downtown core. The downtown's vibrancy depends upon minimizing vacancy rates and attracting quality, pedestrian-oriented business like the Proposed Business.
- (4) Absent the Agreement, redeveloping the Property with the Proposed Business would not be possible. Taxpayer proposes to significantly invest in the Property and the Building during a time of near-unprecedented uncertainty in the restaurant industry. The Agreement's performance-based incentives provide a necessary degree of financial support for the Proposed Business.
- (5) Taxpayer meets high standards of creditworthiness and financial strength.
- (6) Redevelopment of the Property with the Proposed Business will strengthen the City's commercial sector and enhance the City's tax base. The Proposed Business is expected to generate \$480,000 in annual sales tax revenue 25% of which, \$120,000, is projected to be collected by the City and - \$38,313 in annual property tax revenue. Maintaining a successful business in this location is critical to supporting the downtown's continued success.

The City of Lake Forest
CITY COUNCIL
Proceedings of the Monday, March 15, 2021
City Council Meeting - City Council Chambers
REMOTE ACCESS MEETING

CALL TO ORDER AND ROLL CALL: Honorable Mayor Pandaleon called the meeting to order at 6:30pm, and the Deputy City Clerk Joyce Reda called the roll of Council members.

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

Absent: Alderman Notz

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE was recited.

REPORTS OF CITY OFFICERS

COMMENTS BY MAYOR

Mayor Pandaleon made the following statement as required by the Open Meetings Act. In accordance with state statute, Mayor Pandaleon has made a determination that it was not practical or prudent to schedule an in-person City Council meeting because of the COVID-19 pandemic, which is why this March 15, 2021 City Council meeting is being held remotely.

A. Resolution of Sympathy for former Mayor Frank Waldeck

Mayor Pandaleon recognized the members of the Waldeck family and read a resolution of sympathy for former Mayor Frank Waldeck.

COUNCIL ACTION: Approval of the Resolution of Sympathy for former Mayor Frank Waldeck

Alderman Rummel made a motion to approve the Resolution of Sympathy for former Mayor Frank Waldeck, seconded by Alderman Preschlack. The following voted "Aye": Alderman Morris, Karras, Rummel, Preschlack, Goshgarian, Buschmann, and Weber. The following voted "Nay": None. 7-Ayes, 0 Nays, motion carried.

Mayor Pandaleon read a letter from the Chicago Bears family, offering their condolences to the Waldeck family.

Joe and Cathy Waldeck thanked the City Council for the resolution honoring Frank Waldeck. He thanked everyone for the support and condolences received from the community.

The City Council expressed their condolences and shared their sympathy with the Waldeck family.

COMMENTS BY CITY MANAGER

A. Community Spotlight
- **Elawa Farm**

- Laura Calvert, Executive Director

City Manager, Jason Wicha welcomed Laura Calvert, Executive Director of the Elawa Foundation, to give a brief presentation outlining the future of Elawa Farm.

Ms. Calvert gave a brief background on her experience prior to becoming the Executive Director. She discussed the strategic vision at Elawa Farm, and how to reconnect the community to the local food system. This includes programming and having a low impact on the neighborhood. She discussed the educational opportunities that will be available to the community including public tours, free family activities, summer camps, and youth and adult classes. Ms. Calvert explained how Elawa Farm adapted to COVID-19, and how Elawa was able to assist with food distribution to local organizations. Additionally, she discussed in depth future planning on partnering with local community groups to further their mission and expanding the garden, garden market, and kitchen. She reported that the The Garden Market will be open May 14 through the end of October.

The City Council thanked Ms. Calvert for the presentation and the positive expansion of Elawa Farm.

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

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

COMMITTEE REPORTS

ITEMS FOR OMNIBUS VOTE CONSIDERATION

- 1. Approve the Extension of the Mayor's Declaration of a Local State of Emergency until the next City Council Meeting**
- 2. Approval of the February 23, 2021, Special City Council Meeting Minutes**
- 3. Approval of the March 1, 2021, City Council Meeting Minutes**
- 4. Approval of a Recommendation from the Public Works Committee to Award the Seminary Ravine Study Proposal to Hey & Associates Inc. in the Amount of \$45,000**
- 5. Approval of a Recommendation from the Public Works Committee to Approve a Resolution Allowing City employees to perform work in State right-of-way for a Period of Two Years**
- 6. Approval of a Recommendation from the Public Works Committee to Approve an Illinois Department of Transportation (IDOT) Resolution Appropriating \$87,470 in Motor Fuel Tax (MFT) Funds and Approval of a Supplemental Phase I Design Agreement with H.W. Lochner, Inc. for the Lake/Woodbine Bridge Project**
- 7. Approval of a Recommendation from the Public Works Committee for Authorization to Advance FY22 Capital Expense and Approval to Award a Contract to Wadsworth Golf Construction for Restoration of Deerpath Golf Course as Associated with the IDOT Storm Water Project, in the Amount of \$449,810 plus 10% Contingency in the Amount of \$45,190 for a total of \$495,000.**

8. Approve the Purchase of 2,400 Tons of Road Salt from Morton Salt in the Amount of \$170,700 for the FY22 Winter and/or Reserve for FY23

Mayor Pandaleon asked members of the Council if they would like to remove any item or take it separately.

Alderman Buschmann requested to remove item #9 from omnibus consideration for discussion.

There was additional discussion on item #6.

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

COUNCIL ACTION: Approval of the eight (8) Omnibus items as presented

Alderman Goshgarian made a motion to approve the eight (8) Omnibus items as presented, seconded by Alderman Preschlack. The following voted "Aye": Alderman Morris, Karras, Rummel, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 7-Ayes, 0 Nays, motion carried.

Removed Item:

- 1. Consideration of Recommendations from the Plan Commission and Building Review Board in Support of Redevelopment of the Southeast Corner of Waukegan and Everett Roads with a Mixed Use Development. (Final Approval of Ordinances)**

COUNCIL ACTION: Grant final approval of an ordinance approving a Special Use Permit authorizing redevelopment of the property and approving a drive thru for a coffee shop, professional offices on the first floor in the B-1 District, and variances to allow off site employee parking and an encroachment of a small portion of the office building into the required setback.

AND

Grant final approval of an ordinance approving the design aspects of the overall site and building for the future development.

The City Council had a lengthy discussion regarding the development of the Southeast Corner of Waukegan and Everett Roads.

Mayor Pandaleon offered the Public an opportunity to address the City Council on this item. There was no additional public comment.

Mayor Pandaleon asked for a motion to approve the recommendations from the Plan Commission and the site plan.

Alderman Weber made a motion to take each item separately, seconded by Alderman Goshgarian. The following voted "Aye": Alderman Morris, Karras, Rummel, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 7-Ayes, 0 Nays, motion carried.

Mayor Pandaleon asked for a motion to approve the final reading of the special use permit.

Alderman Buchmann made a motion to approve the Special Use Permit, seconded by Alderman Goshgarian. The following voted "Aye": Alderman Morris, Karras, Rummel, Preschlack, Goshgarian, and Buschmann. The following voted "Nay": Alderman Weber. 6-Ayes, 1-Nay, motion carried.

The Mayor reviewed the previous motions voted on.

COUNCIL ACTION: Reconsider the previous Council action. The City attorney suggested the City Council clarify the items being voted on.

Alderman Morris made a motion to reconsider the items previously voted on, seconded by Alderman Rummel. The following voted "Aye": Alderman Morris, Karras, Rummel, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 7-Ayes, 0 Nays, motion carried.

Mayor Pandaleon asked for a motion to approve the architectural site plan and height variance. Alderman Morris made a motion, seconded by Alderman Goshgarian. The following voted "Aye": Alderman Morris, Karras, Rummel, Preschlack, Goshgarian, and Buschmann. The following voted "Nay": Alderman Weber. 6-Ayes, 1 Nay, motion carried.

Mayor Pandaleon asked for a motion to approve the Special Use Permit for the drive-thru. Alderman Morris made a motion, seconded by Alderman Weber. The following voted "Aye": Alderman Morris, Karras, Rummel, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 7-Ayes, 0-Nays, motion carried.

The City Council asked the City Attorney to clarify the public comment procedure.

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

ORDINANCES

OLD BUSINESS

1. Lake Forest Library Presentation: Overview and Update on Proposed Lake Forest Library Capital Project (Discussion and Feedback)

Mayor Pandaleon introduced Wendy Darling, Library Board President, and David Rose, Library Board Vice President, and Diana Terlato, Board Member gave a presentation discussing the future of the Lake Forest Library.

Ms. Darling began the presentation by discussing the current state of the Library, and the history of the changing nature of the building. She stated the repairs and restoration needed for the historic building including the site, life and safety issues, and ADA compliance. Ms. Darling gave a timeline including different community discussions they have conducted regarding the capital improvement project.

Ms. Terlato discussed the many local community organizations that the Library partners with, offering the opportunity to expand opportunities through the location. Additionally, she discussed what the Library improvements would offer.

Mr. Rose displayed the historic, current, and future floor plans. He explained the proposed expansion in-depth, stating how the expanded square footage would provide multi-use, flexible Library usage. He

additionally discussed why original aspects of the building are not being proposed to be renovated, due to the cost.

The presentation displayed concept imagery, showing the potential new exterior and interior of the Library. Ms. Terlato gave in-depth descriptions of each room and the proposed renovations.

Mr. Rose discussed the estimated project cost, totaling \$24 million, 60% of the total cost including new construction, and 40% of the total cost including renovations. He included escalation costs if there was a 12-month delay in the project. Mr. Rose explained the potential cost savings to the taxpayer of the renovation would include decreased staffing, energy usage, repairs, and maintenance.

Ms. Darling outlined the next steps for the project, reviewing the timeline.

The City Council had lengthy discussions regarding the process that led to the overall decision presented, Library programming, and the budgeting process to fund the project. Additionally, the City Council offered feedback regarding how this project should be presented to the community.

Mayor Pandaleon asked if there was anyone from the public who wanted to address the Council.

Mayor Pandaleon recognized the following persons.
Rommy Lopat offered comments to the City Council
Emily Watts offered comments to the City Council

NEW BUSINESS

ADDITIONAL ITEMS FOR COUNCIL DISCUSSION/COMMENTS BY COUNCIL MEMBERS

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

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

Adjourn into Executive Session at 9:21 p.m.

COUNCIL ACTION: Adjourn into Executive Session

Alderman Morris made a motion to Adjourn into Executive Session, seconded by Alderman Rummel. The following voted "Aye": Alderman Morris, Karras, Rummel, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 7-Ayes, 0 Nays, motion carried.

ADJOURNMENT

The City Council reconvened into open session at 10:32 pm.

There being no further business Mayor Pandaleon asked for a motion to adjourn.

*Proceedings of the Monday March 15, 2021
Regular City Council Meeting*

Alderman Weber made a motion to adjourn, seconded by Alderman Preschlack. Motion carried unanimously by voice vote at 10:33 pm.

Respectfully Submitted
Margaret Boyer, City Clerk

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

January 15, 2021

Ms. Elizabeth Holleb
City of Lake Forest
Sent via email to: hollebe@cityoflakeforest.com

Dear Ms. Holleb:

I am writing to request your municipality's participation in Lake County's Private Activity Bond Clearinghouse (PABC) in 2021. Each year, Lake County Partners contacts the home rule communities in Lake County to request a pooling together of the volume cap to ensure the best use of our collective private activity bond allocation. The PABC cap for each year is transferred to the Village of Buffalo Grove, the Pool's host home rule community. *If your municipality is interested in participating, your governing body must approve a resolution and submit it to the Governor's Office before April 30, 2021. A sample resolution is attached for your use.*

Since its inception, the Lake County PABC has funded nearly \$200,000,000 in local projects, which has resulted in the construction of over 360,000 sq. ft. of new manufacturing space, the creation of 648 new manufacturing jobs, the renovation of 1,600 multi-family dwelling units, the purchase of an estimated 251 homes by first-time homebuyers, the expansion of a Montessori School, and the construction of a new solid waste disposal cell.

Please click on the following link to review the: ["State of Illinois' Guidelines and Procedures for the Allocation of Private Activity Bonding Authority in Accordance with the Tax Reform Act of 1986 and 30 ILCS 345"](#). Per page 5 of this document, this year's per capita amount is \$110.00, and the population data estimates outlined within these guidelines are based on Census information. **The population estimate for the City of Lake Forest is 19544, bringing your municipality's 2021 allocation to \$2,149,840.**

Your municipality's approval of a resolution to transfer its volume cap to the Village of Buffalo Grove will preserve the volume cap in Lake County for a three-year period for the important reasons outlined above. **Lake County Partners therefore requests that you place a resolution similar to the attached example on your Board's schedule for approval and forward the approved resolution to the attention of the Governor's Office as soon as possible in the manner outlined within page 3 of the above hyperlinked Guidelines and Procedures document; please note that all reporting submissions are to be submitted in both hard copy and electronic format.**

Please copy me at bprusila@lakecountypartners.com on your Board's actions and subsequent notification to the Governor's Office, or notify me if your community chooses not to participate in this year's pool so that we may more effectively manage the process next year. If you have any specific questions or concerns, please feel free to get in touch directly at 773-706-0057. We appreciate your support and look forward to working with you.

Sincerely,



Barbara C. Prusila
Marketing & Communications Director

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF LAKE FOREST, ILLINOIS
REALLOCATING 2021 VOLUME CAP
TO THE VILLAGE OF BUFFALO GROVE, ILLINOIS**

WHEREAS, the City of Lake Forest, Lake County, Illinois the ("City"), is a municipality and a home rule unit of government duly organized and validly existing under Section 6(a) of Article VII of the 1970 Constitution and laws of the State of Illinois; and

WHEREAS, certain tax exempt private activity bonds may be issued only if sufficient volume cap pursuant to Section 146 of the Internal Revenue Code of 1986, as amended (the "Code"), is available for the bonds; and

WHEREAS, pursuant to the Code, the City has been allocated volume cap equal to \$110.00 per resident of the City in calendar year 2021, or \$2,149,840 for the issuance of such tax exempt private activity bonds; and

WHEREAS, pursuant to Section 6 and Section 6.1 of the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 *et seq.* (the "Bond Allocation Act), and the Guidelines and Procedures promulgated thereunder, the City may, prior to May 1, 2020, reallocate to other home rule units of government the volume cap allocated to the City by the Code for their issuance of such tax exempt private activity bonds or for subsequent transfer or reallocation; and

WHEREAS, the City has not used any of its 2021 volume cap and has no present intention to use the same; and

WHEREAS, the Lake County Partnership for Economic Development, Inc. has offered Lake County home rule communities the opportunity to participate in a program to combine their respective volume cap allocations and create a Private Activity Bond Clearinghouse Pool (the "Pool") to facilitate the issuance of tax-exempt private activity bonds to finance, manufacturing and multi-family housing commercial projects in Lake County, Illinois, for economic development purposes ("Eligible Projects"); and

WHEREAS, the Village of Buffalo Grove, a home rule unit of government ("Buffalo Grove"), pursuant to its Resolution No. 2001-51 adopted December 17, 2001, agreed to host the Pool and to reserve its own volume cap, and accept volume cap reallocated to Buffalo Grove by other home rule units of government, for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects; and

WHEREAS, Buffalo Grove has requested that the City reallocate all of its 2021 volume cap to Buffalo Grove to be used for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS, as follows:

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

Section 2: Transfer and Reallocation of 2021 Volume Cap. Pursuant to Section 6 and Section 6.1 of the Bond Allocation Act and the Guidelines and Procedures promulgated thereunder, the City irrevocably agrees to, and does hereby, transfer and reallocate all of its 2021 volume cap to Buffalo Grove to be used for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible

Projects as directed by the Advisory Committee created pursuant to Buffalo Grove Resolution No. 2001-51.

Section 3: Agreement. This Resolution shall constitute the agreement of the City to a different allocation under Section 146(e)(3) of the Code and the writing required under Section 6 of the Bond Allocation Act.

Section 4: Warranty. The City covenants and warrants that it has taken no action or issued bonds that would abrogate, diminish, or impair its ability to fulfill the written agreement, covenants, and undertakings on its part under this Resolution.

Section 5: Authorization. As required by the Bond Allocation Act and the Guidelines and Procedures promulgated thereunder, a certified copy of this Resolution shall be transmitted to the Office of the Governor of the State of Illinois. Any and all appropriate and proper officers, officials, agents, and employees of the City are hereby authorized, empowered, and directed to take all necessary and advisable actions, and to execute all such documents and certificates, as may be necessary to further the purposes and intent of this Resolution.

Section 6: Maintain Record. The City shall maintain a written record of this Resolution in its records for so long as the bonds to which the volume cap transferred by this Resolution is reallocated remain outstanding.

Section 7: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval as required by law and is enacted by the City pursuant to its powers under the laws of the State of Illinois and the Illinois Constitution of 1970 and its home rule powers.

PASSED this ____ day of _____, 2021

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2021

Mayor

ATTEST:

City Clerk



Scope of Services for The City of Lake Forest May 1, 2021 to April 30, 2022

The following summary of services will update our fee and service agreement for The City of Lake Forest effective May 1, 2020. **The fees and commissions are updated to reflect estimated commissions for 2021 (May 1, 2021 to April 30, 2022).**

We are prepared to provide our integrated services as outlined in the Service Agreement for these areas of the clients benefit and risk management programs:

1. Group Life Plans, Medical and Dental Plans
2. Personal Health Care Benefit Advisory Services
3. Voluntary Benefit Programs
4. Disability/Paid Time Off Programs
5. Executive Benefit Plans
6. Business Life and Annuity applications
7. Defined Contribution Retirement Plans
8. Management/Council Advisory Committees
9. Benefit/Wellness Committee
10. Legislative consulting
11. Labor negotiation assistance
12. Risk Management Program Consulting

Our services are delivered to meet your needs as required by your organization. Our services will be based on the following approach, which can be modified as needed:

1. Review and update Operating Plans for our engagement
2. Meet with key management staff regularly to address needs and decision parameters related to strategy
3. Review and recommend strategies to comply with applicable benefit requirements, including long term forecasting
4. Provide annual review and report on benefit plans under management
5. Maintain schedule of working meetings with staff members to support plans
6. Develop and present plan reviews at committee meetings
7. Develop and communicate renewal summaries, Request for Proposal outcomes, bid analyses and results of other work, as needed
8. Present results of research, studies and project work as needed
9. Provide compliance support services for Regulatory reform, including outsourcing as needed

We will perform these services on a coordinated and efficient schedule, which anticipates the needs of your business. We will continually revise our plans as needed to meet your changing needs.



Compensation for Services

We base our fees on the estimated work involved in your engagement with us and include commissions and/or service allowances authorized by the Client. We do not accept any other compensation that is not authorized by a client.

Our services are based on the following fee arrangement:

1. Total Fees, Special Projects and Commissions Estimate: \$ 114,430
2. Commissions from Insurance Contracts
 - 10% Life Insurance
 - 9% Stop Loss
 - 10% Transplant
 - \$1.50 per employee Asset Health
 - 7.5%/4% Retiree Medical
 - Asset Health Wellness Total \$ 4,000
 - Benistar Retiree Insurance Total \$ 4,794
 - Total Life Commission \$ 8,550
 - Total Stop Loss Commission \$ 63,211
 - Total Transplant Commission \$ 2,975

Total Estimated Commissions \$ 83,530
3. WBS Fee
 - Annual Group Benefit Consulting Fee \$ 23,175
 - Project Fees for Legislative, IRMA Risk 7,725

Our firm does not accept special payments, commission overrides, or other special compensation related to insurance and consulting agreements. All fees paid to us out of client payments, are disclosed annually and taken into consideration in setting our compensation. Wright Benefit Strategies does not receive any special payments related to The City of Lake Forest benefit or risk management programs.



Time Period of Services and Agreement Effective May 1, 2021

Our services are to be performed on an annual basis effective the date acceptance of fee agreement. Effective May 2020, and thereafter, this agreement shall be automatically extended for successive one (1) year periods unless modified or cancelled for any reason with ninety days' notice to either party. Our services may be cancelled for any reason with ninety days' notice to either party. Should the scope of services change for any reason, the client and Wright Benefit Strategies agree to modify the scope, fees, and duration of the agreement as needed.

Payment in the event of cancellation: The client and Wright Benefit Strategies understand that the fee agreement is based on annual fees. In the event of termination, the client agrees pay any outstanding portion of the annual fee, plus a portion of fees not currently due to cover costs for services performed through the termination date. In no event will this amount exceed the annual fee amount.

In the absence of a newly executed fee agreement, this agreement will continue unless modified by mutual consent.

Proposal Acceptance

The City of Lake Forest
Authorized Signature

Date

3/1/21

Wright Benefit Strategies
Authorized Signature

Date

DICKINSON HALL KITCHEN RENOVATION SCOPE OF WORK

Dickinson Hall is providing the following scope of work as a basis for what we envision and believe will be minimally necessary to fulfill this position. Firms that are chosen to proceed as finalists in this process will be asked to submit proposals for the scope of work provided herein.

A. Demolition of Kitchen

- Demolition existing cabinets and countertops.
- Remove and dispose of under cabinet lighting, wall oven, gas cook top.
- Remove existing flooring.
- Save refrigerator, dishwasher and microwave, relocate refrigerator to basement storage room and the dishwasher and microwave to another area in the building during remodel
- Save existing sinks, disposals, hot water spigot, faucets.

B. Renovation of Kitchen

- New cabinets for base, upper and island w/ wire pulls.
- New solid surface countertops.
- New refrigerator, food warmer, free standing range and ice maker.
- Relocate plumbing for dishwasher, double sink, disposal, and hot water spigot.
- Relocate electric outlets for double oven, outlets under the sink and microwave.
- Add water for ice maker and cold water spigot to west wall.
- Add dedicated outlet for ice maker.
- Add wall switch by main sink to operator disposal.
- Update existing outlets.
- Install insulated wall in nook to separate AV equipment and kitchen. Allow for an access panel to AV cabinet at bottom of wall on the kitchen side.
- Build an AV cabinet in the Great Room to house, AV equipment including microphones, iPad, stereo equipment, etc.
- Re-install double bowl sink and single bowl sink. Reconnect plumbing.
- Re-install dishwasher, microwave. Reconnect electricity.
- Install new refrigerator, food warmer and free-standing range.
- Install ice maker and cold water spigot.
- Install new glued down LVT plank flooring. Install new cove base.
- Install new sheet backsplash under upper cabinets.
- Install new under cabinet LED strip lighting.
- Paint walls.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF LAKE FOREST, THE CITY OF HIGHLAND PARK, AND THE VILLAGE
OF LAKE BLUFF ESTABLISHING THE LAKE SHORE RADIO NETWORK**

This Intergovernmental Agreement (the “*Agreement*”) is entered into this 1st day of May, 2021 (“*Effective Date*”), by and between the City of Lake Forest, an Illinois charter and home rule municipality (“*Lake Forest*”), the City of Highland Park, an Illinois home rule municipality (“*Highland Park*”), and the Village of Lake Bluff, an Illinois home rule municipality (“*Lake Bluff*”) (Lake Forest, Highland Park, and Lake Bluff are referred to collectively as the “*Parties*”).

RECITALS

WHEREAS, the Parties are home rule municipalities and have the power and authority to provide and operate fire stations and equipment necessary to prevent and extinguish fires and to provide emergency medical services, both inside and outside their corporate limits, 65 ILCS 5/11-6-1, 11-6-1.1, 11-5-7.2; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of government to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides additional powers to units of government that work together; and

WHEREAS, the Parties have previously entered into an Intergovernmental Agreement which established the parties’ participation in a police radio network referred to as the “East Shore Radio Network;” and

WHEREAS, the Fire Departments of the Parties have been utilizing the frequency and equipment of the East Shore Radio Network for many years; and

WHEREAS, the Police Departments of the Parties are moving towards a new radio system and the East Shore Radio Network will no longer be needed for police purposes; and

WHEREAS, the Parties desire to continue to operate and maintain the radio frequency and equipment of the East Shore Radio Network for their respective Fire Departments by establishing the Lake Shore Radio Network; and

WHEREAS, the Parties to this Agreement have acquired the radio equipment of the East Shore Radio Network through a bill of sale and own this radio equipment in common; and

WHEREAS, pursuant to their powers under the Illinois Constitution, the Intergovernmental Cooperation Act, and pursuant to the home rule powers of the Parties, Lake Forest, Highland Park, and Lake Bluff desire to enter into this Agreement to establish the Lake Shore Radio Network under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing mutual promises, covenants, terms, and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed by and between Parties as follows:

1. **Recitals.** The foregoing recitals are incorporated as though fully set forth in this Section 1.
2. **Establishment of the Radio Network.** The Parties to this Agreement establish an intergovernmental agency known as the Lake Shore Radio Network (“*Radio Network*”). The Radio Network will be controlled and regulated by the Governing Board described in Section 3 of this Agreement.
3. **Governing Board.** The Governing Board of the Radio Network will consist of the Fire Chief of Lake Forest, the Fire Chief of Highland Park, and the Fire Chief of Lake Bluff. Each Fire Chief will have one vote on the Governing Board, and a majority vote of the Board is required to approve any action. A Fire Chief may appoint an alternate to attend meetings of the Governing Board and vote in his or her place. The Governing Board will elect one of its members as the Chairman, who will serve for a term of 1 year.
4. **Title to Radio Network Property.** Title to the Radio Network’s shared property will be held in common among the Parties to the Radio Network. The Radio Network’s shared property as of the date of this Agreement is listed on **Exhibit A**, which Exhibit may be updated from time-to-time without having to amend this Agreement (“*Radio Network Property*”).
5. **Expenses of the Radio Network.** The debts, expenses, and obligations incurred to maintain, repair, or replace equipment owned in common by the Parties to the Radio Network will be shared equally among the Parties. Vendors selected by the Governing Board to maintain, repair, or replace the Radio Network Property will bill each of the Parties an equal share of the maintenance, repair, or replacement costs, and the Parties have the authority to enter into agreements with vendors for the maintenance, repair, or replacement of the Radio Network Property.
6. **Budget Submission.** Prior to January 15th of each year, the Governing Board will submit to the corporate authorities of each Party a proposed budget for the annual operation of the Radio Network for the coming fiscal year, and the requested appropriation amount from each Party.
7. **Individual Radio Equipment.** The Parties may purchase, maintain, and operate their own individual radio equipment, which property will remain the separate property of each Party, and will not be subject to this Agreement.
8. **Term; Withdrawal; Termination**
 - A. **Term.** The Term of this Agreement will be for a period of 5 years, commencing on the Effective Date. This Agreement will automatically renew for additional 5 year terms,

unless a Party delivers a written notice of non-renewal to the other Parties not less than 1 year prior to the end of the applicable term.

- B. Withdrawal. A Party to this Agreement may withdraw upon providing written notice at least one year prior to withdrawal. Upon withdrawal, the withdrawing Party will (1) forfeit any right to the use of the Radio Network Property; and (2) forfeit any right, title, or interest in the Radio Network Property.
 - C. Termination. The Parties may terminate this Agreement by mutual written agreement. The Radio Network Property will be disposed of and any revenue derived from that disposition will be distributed equally among the remaining Parties to the Radio Network.
- 9. Mutual Cooperation. The Parties agree to exercise their best efforts to cooperate as reasonably required to implement the terms of this Agreement.
 - 10. Indemnification. To the maximum extent permitted by law, each of the Parties agrees to hold the other Parties, their respective officers, agents and employees, harmless from and against all claims, and indemnify and defend the other Parties, their respective officers, agents and employees, in relation to any claim or claims for any loss, personal injury, death or damages that may arise out of or relate to the indemnifying Party's acts or omissions under the terms of this Agreement.
 - 11. Insurance. Each of the Parties agrees to procure and maintain, at its sole cost, "all risk" property insurance covering those portions of the Radio Network Property located within the Party's corporate boundaries.
 - 12. Freedom of Information Act. The Parties agree to maintain, without charge, all records and documents concerning or relating to this Agreement and any services provided thereunder in accordance with the Freedom of Information Act ("**FOIA**") 5 ILCS 140/1, *et seq.* Upon a Party's request, the other Party shall produce all records requested within the timeframe requested by requesting Party, and if additional time is needed to compile the requested records, the responding Party shall promptly notify the requesting Party. In the event that either Party is found to have not complied with the Freedom of Information Act due to the other party's failure to produce documents or otherwise appropriately respond to a request under the Act, then the Party failing to produce and/or respond shall indemnify and hold harmless the other party, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties.
 - 13. Validity. It is mutually agreed that if any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision the Agreement becomes valid and enforceable, then that provision will be deemed to be written, construed, and enforced as so limited.

14. **Enforceability, Assignment, and Third-Party Rights.** The covenants and agreements contained in this Agreement are binding upon and inure to the sole benefit of the Parties and their successors and assigns. No Party may assign this Agreement. Nothing in this Agreement, express or implied, is intended to or will confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
15. **Remedies.** In the event of a breach or an alleged breach of this Agreement by a Party, a non-breaching Party may, by suit, action, mandamus or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance of this Agreement.
16. **Entire Agreement.** This Agreement represents the entire agreement between Parties and supersedes all prior negotiations, understandings, and agreements between the Parties, whether written or oral, relating to the subject matter of this Agreement.
17. **Notices.** Any notice required by this Agreement will be deemed properly given to the Party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, to the Party's address. The address of each Party is below, and a Party may change its address for receiving notices pursuant to this Agreement by providing notice in accordance with this Section 16.

LAKE FOREST

Pete Siebert
Fire Chief
City of Lake Forest
255 W. Deerpath
Lake Forest, IL 60045

With a copy to:

Julie A. Tappendorf
Ancel Glink, P.C.
140 Dearborn St, 6th Floor
Chicago, IL 60603

HIGHLAND PARK

Larry Amidei
Fire Chief
City of Highland Park
1130 Central Ave
Highland Park, IL 60035

With a copy to:

Steve Elrod
Elrod Friedman, LLP
325 N LaSalle St
Suite 450
Chicago, IL 60654

LAKE BLUFF

David Graf
Fire Chief
Village of Lake Bluff
45 E. Center Ave
Lake Bluff, IL 60044

With a copy to:

Peter Friedman
Elrod Friedman, LLP
325 N LaSalle St,
Suite 450
Chicago, IL 60654

18. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. The venue for all disputes arising out of, under, or related to this Agreement will be the circuit courts of Lake County, Illinois.
19. **Waiver.** Failure of a Party to exercise any power given to it hereunder or to insist upon strict compliance by another Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, will not constitute a waiver of that Party's right to demand exact compliance with the terms hereof.

20. **Authorization.** The Parties to this Agreement represent that the authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by their respective corporate authorities to execute this Agreement on its behalf, and to bind the Party to this Agreement's terms.
21. **Modifications.** No modification to this Agreement will be effective until approved by the Parties in writing and in accordance with applicable law.
22. **Captions.** Any caption or heading within this Agreement is: a) for convenience only; b) not a part of this Agreement; and c) not to be used in construing the Agreement.
23. **Counterparts.** This Agreement may be signed in two or more counterparts, each of which will be treated as an original but which, when taken together, will constitute one and the same instrument.

IN WITNESS THEREOF, the Parties have passed and approved this Agreement on the day and date appearing before their respective signatures.

Dated: _____

Dated: _____

CITY OF LAKE FOREST

CITY OF HIGHLAND PARK

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

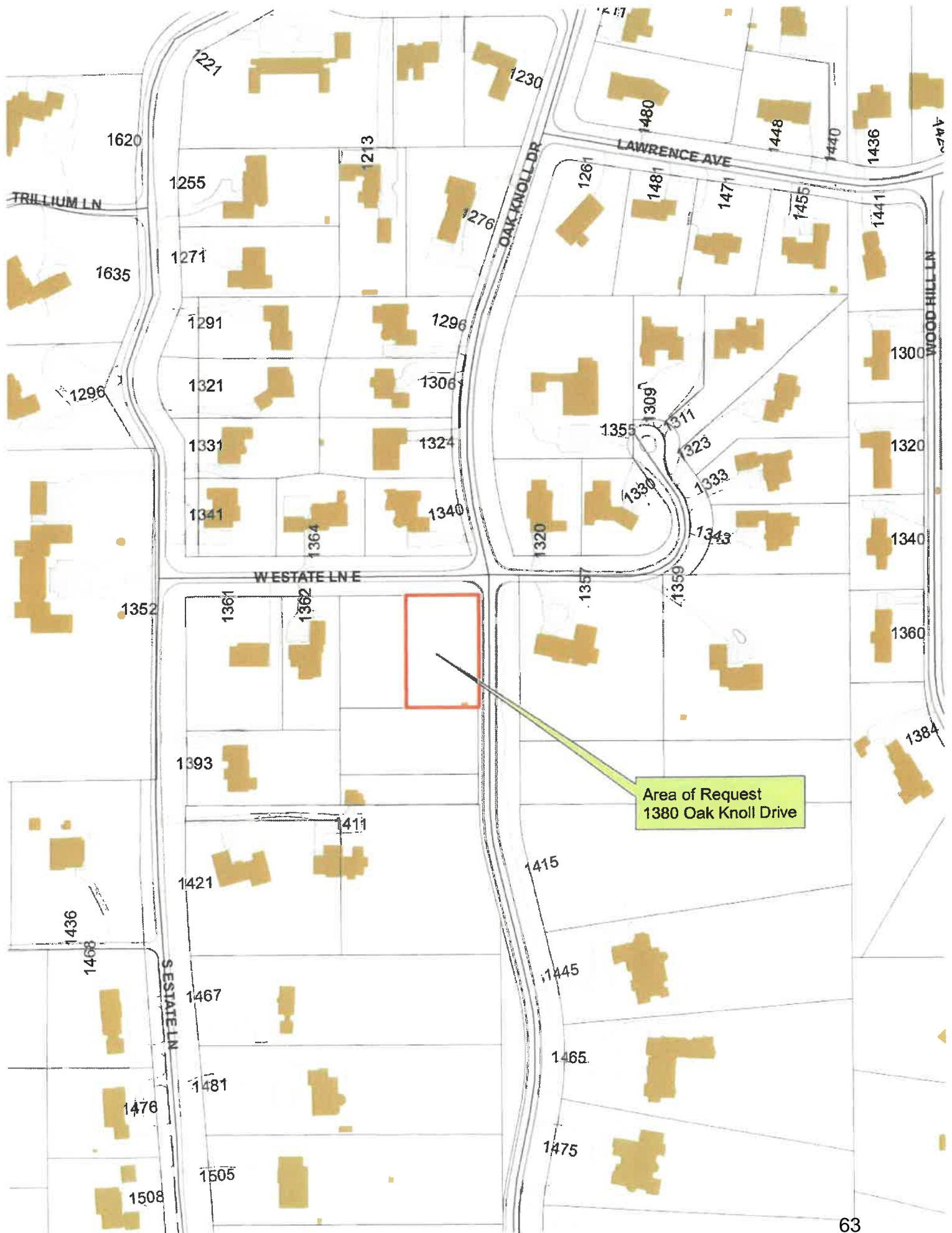
VILLAGE OF LAKE BLUFF

Name: _____

Title: _____

Exhibit A

List of Radio Network Property



THE CITY OF LAKE FOREST

ORDINANCE NO. 2021- ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 1380 OAK KNOLL DRIVE

WHEREAS, Marlin Ventures, LLC (Paul Lopata, Steven Brown and Ed Yawtiz) ("**Owner**") is the owner of that certain real property commonly known as 1380 Oak Knoll Drive, 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 Property is a vacant, buildable lot; and

WHEREAS, the Owner desires to build a new residence, attached garage and make other site improvements including the installation of landscaping ("**Improvements**") as depicted on the site plan, architectural drawings and conceptual landscape plan attached hereto as Group **Exhibit B** ("**Plans**"); and

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

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on March 3, 2021; 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,
2. Owner proposes to construct the Improvements as depicted on the plans,
3. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with the recommended conditions and the Plans, will meet the design standards and requirements of Section 150.147 of the City Code,

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

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

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

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

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

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

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

30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

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

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

PASSED THIS __ DAY OF _____, 2021.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2021.

Mayor

ATTEST:

City Clerk

The Plans

ESTATE LANE EAST



SQUARE FOOTAGE	
FIRST FLOOR:	1,783.73 S.F.
SECOND FLOOR:	1,829.69 S.F.
TOTAL:	3,613.42 S.F.
GARAGE:	688.25 S.F.

1 SITE PLAN
AR 01

SCALE: 1"=10'-0"

NOTE: ALL SCALE DESIGNATIONS
ARE FOR SHEETS PRINTED ON
24" x 36" SIZE PAPER. (ARCH-D)

REVIEW ONLY-NOT FOR CONSTRUCTION

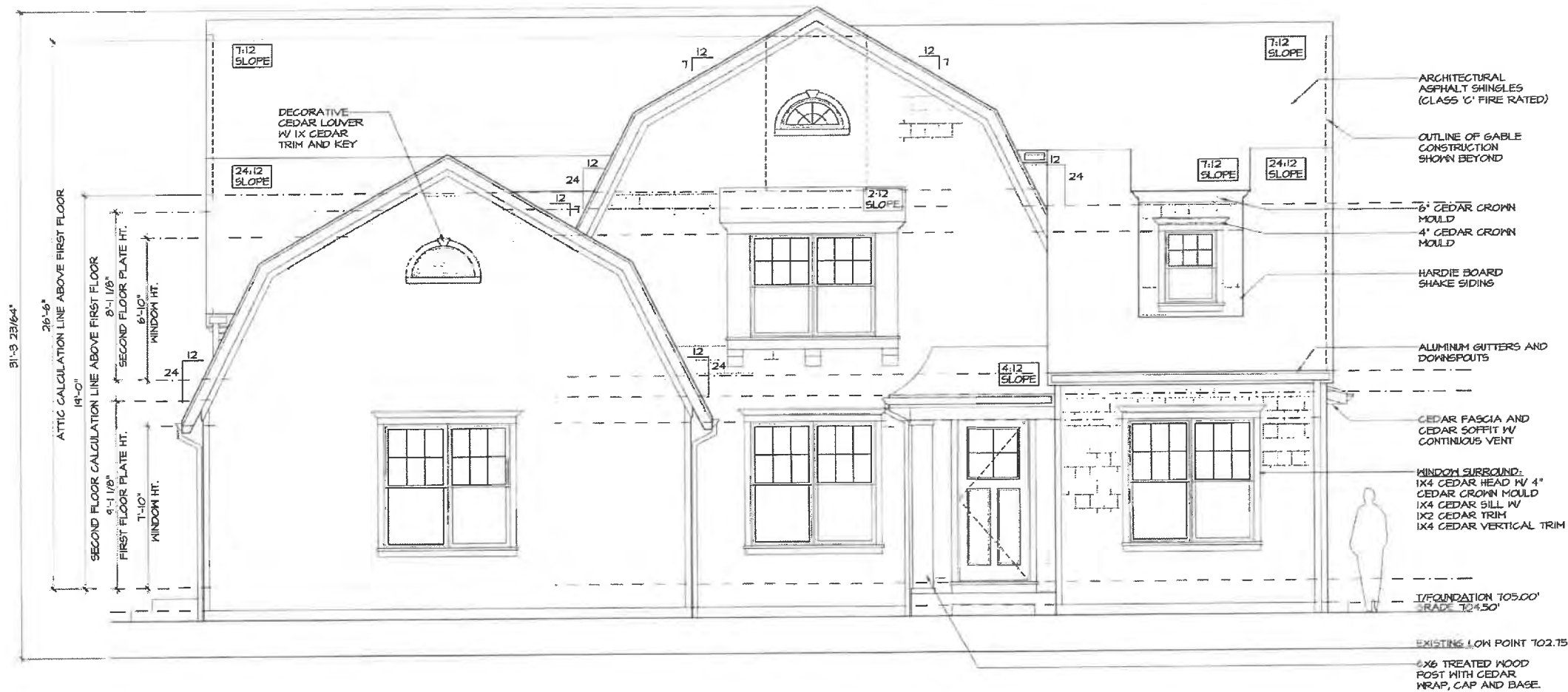
		26575 COMMERCIAL DR. SUITE 607 46073 NASHVILLE, TN 37219 TEL: 615-261-1000 FAX: 615-261-1001 www.aspectdesigninc.com	
PROJECT #	ADD	LOT 2	
DRAWN BY	COM	SITE PLAN	
AR 01		1 OF TOTAL SHEETS	



GROUP EXHIBIT B

The Plans

PROPOSED EAST (FRONT) ELEVATION



1 FRONT ELEVATION (EAST)
AR 02

SCALE: 1/8" = 1'-0"

NOTE: ALL SCALE DESIGNATIONS ARE FOR SHEETS PRINTED ON 24" x 36" SIZE PAPER (ARCH-D)

REVIEW ONLY - NOT FOR CONSTRUCTION

LOT 2		CUSTOM RESIDENCE 1380 OAK KNOLL DRIVE LAKE FOREST, IL 60045	
REVIEW	DATE	REVIEW	DATE
REVIEW	DATE	REVIEW	DATE
REVIEW	DATE	REVIEW	DATE
PROJECT # ADD0172			
DRAWN BY: CDM / MD			
LOT 2			
EXTERIOR ELEVATIONS			
AR 02			
1 OF 2 TOTAL SHEETS			

GROUP EXHIBIT B

The Plans

PROPOSED SOUTH ELEVATION



1 LEFT ELEVATION (SOUTH)
AR 03

SCALE: N.T.S.

NOTES: ALL SCALE DESIGNATIONS
ARE FOR SHEETS PRINTED ON
24" x 36" SIZE PAPER (ARCH-D)

REVIEW ONLY-NOT FOR CONSTRUCTION

LOT 2		CUSTOM RESIDENCE 1380 OAK KNOLL DRIVE LAKE FOREST, IL 60045	
REVIEW	11/05/2020	REVIEW	12/14/2020
REVIEW	01/14/2021	REVIEW	01/22/2021
26575 COMMERCE DR. SUITE 607 VILLAGE OF LAKE FOREST LAKE FOREST, IL 60045 www.aspectdesigninc.com P. LUCKER & BRADSHAW			
PROJECT #		ADD0115	
DRAWN BY:		COM / MB	
LOT 2		EXTERIOR ELEVATIONS	
AR 03		AR 03	
# 3 OF		TOTAL SHEETS	

GROUP EXHIBIT B

The Plans

PROPOSED WEST (REAR) ELEVATION



1 REAR ELEVATION (WEST)
AR 04

SCALE: N.T.S.

NOTE: ALL SCALE DESIGNATIONS ARE FOR SHEETS PRINTED ON 24" x 36" SIZE PAPER (ARCH-D)

REVIEW ONLY-NOT FOR CONSTRUCTION

LOT 2	
CUSTOM RESIDENCE 1380 OAK KNOLL DRIVE LAKE FOREST, IL 60045	
1/18/2020 REVIEW	12/14/2020 REVIEW
01/04/2021 REVIEW	01/02/2021 REVIEW
2675 COMMERCE DR. SUITE 607 VILLAGE OF IL 60073 MAIN: 847-457-2500 FAX: 847-457-2501 IL 60073	
PROJECT # A123175 DRAWN BY: COM / MBO	
LOT 2 EXTERIOR ELEVATIONS	
AR 04	
14 OF TOTAL SHEETS	

GROUP EXHIBIT B

The Plans

PROPOSED NORTH ELEVATION



1 RIGHT ELEVATION (NORTH)
AR 05

SCALE: N.T.S.

NOTE: ALL SCALE DESIGNATIONS ARE FOR SHEETS PRINTED ON 24" x 36" SIZE PAPER (ARCH-D)

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REVIEW ONLY-NOT FOR CONSTRUCTION

LOT 2	
CUSTOM RESIDENCE 1380 OAK KNOLL DRIVE LAKE FOREST, IL 60045	
REVIEW	11/03/2004
REVIEW	12/14/2004
REVIEW	01/14/2005
REVIEW	01/22/2005
14571 COMMENCE DR. SUITE 607 Volo, IL 60073 MAIN 847-457-2300 FAX 847-457-2301 WWW.ASPECTDESIGNINC.COM	
ASPECT DESIGN INC. ARCHITECTS	
PROJECT #	ADD0115
DRAWN BY:	CYM / MB
LOT 2 EXTERIOR ELEVATIONS	
AR 05	
3 OF TOTAL SHEETS	

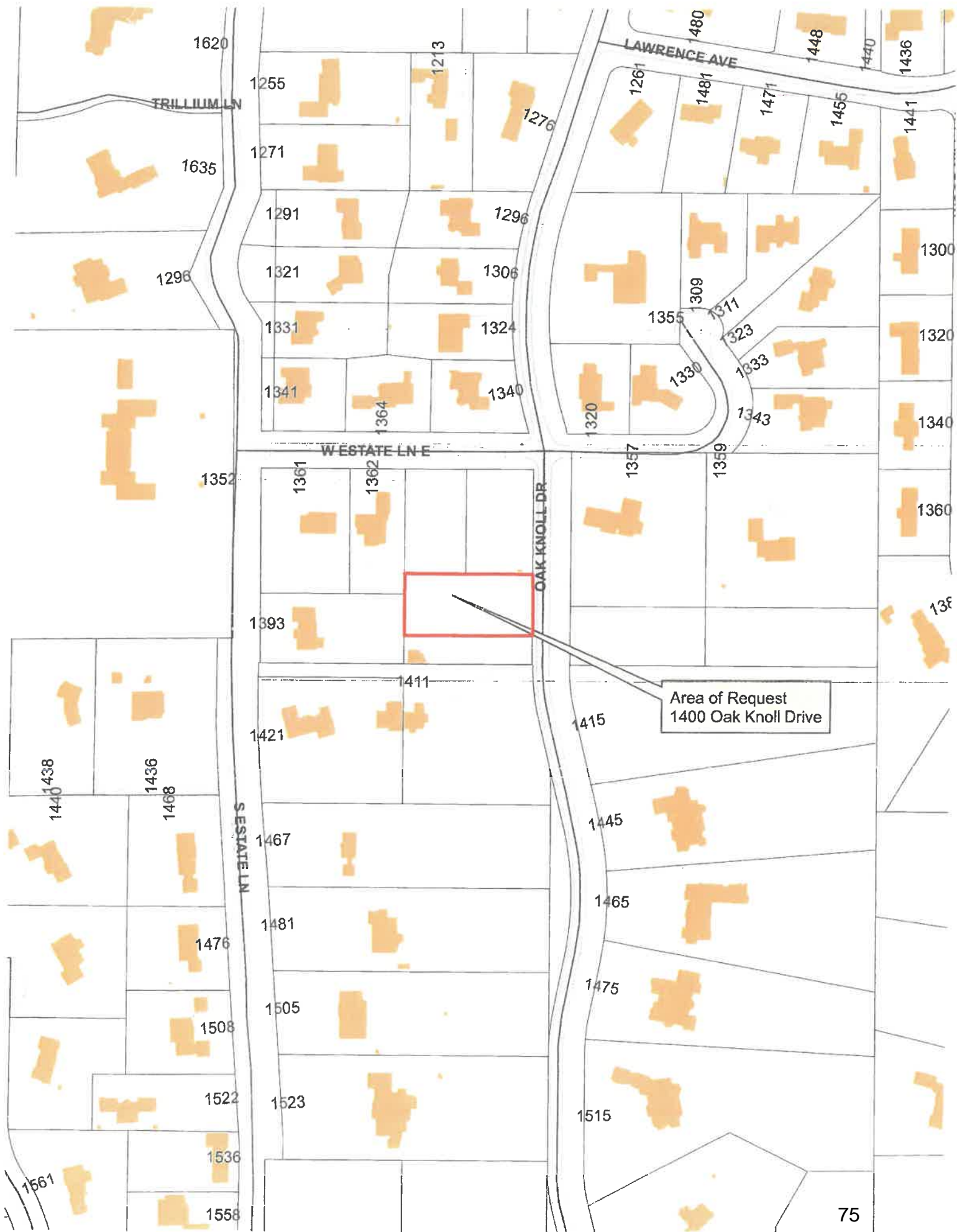
The Plans

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

[illegible]
$$\begin{array}{r} 2 \\ 3 \\ 4 \\ 5 \\ 6 \\ 7 \\ 8 \\ 9 \\ 10 \end{array}$$

Scale $1'' = 10'$





Area of Request
1400 Oak Knoll Drive

THE CITY OF LAKE FOREST

ORDINANCE NO. 2021 - ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 1400 OAK KNOLL DRIVE

WHEREAS, Jamie and Sophia Childs ("**Owners**") are the owners of that certain real property commonly known as 1400 Oak Knoll Drive, 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 Property is a vacant, buildable lot; and

WHEREAS, the Owners desire to build a new residence, attached garage and make other site improvements including the installation of landscaping ("**Improvements**") as depicted on the site plan, architectural drawings and conceptual landscape plan attached hereto as Group **Exhibit B** ("**Plans**"); and

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

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on December 2, 2020; 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,

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

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

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

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

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

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

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

limited by the following conditions, the violation of any of which shall, in the discretion of the Mayor and City Council, render void the approvals granted by this Ordinance:

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

shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

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

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

PASSED THIS __ DAY OF _____, 2021.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2021.

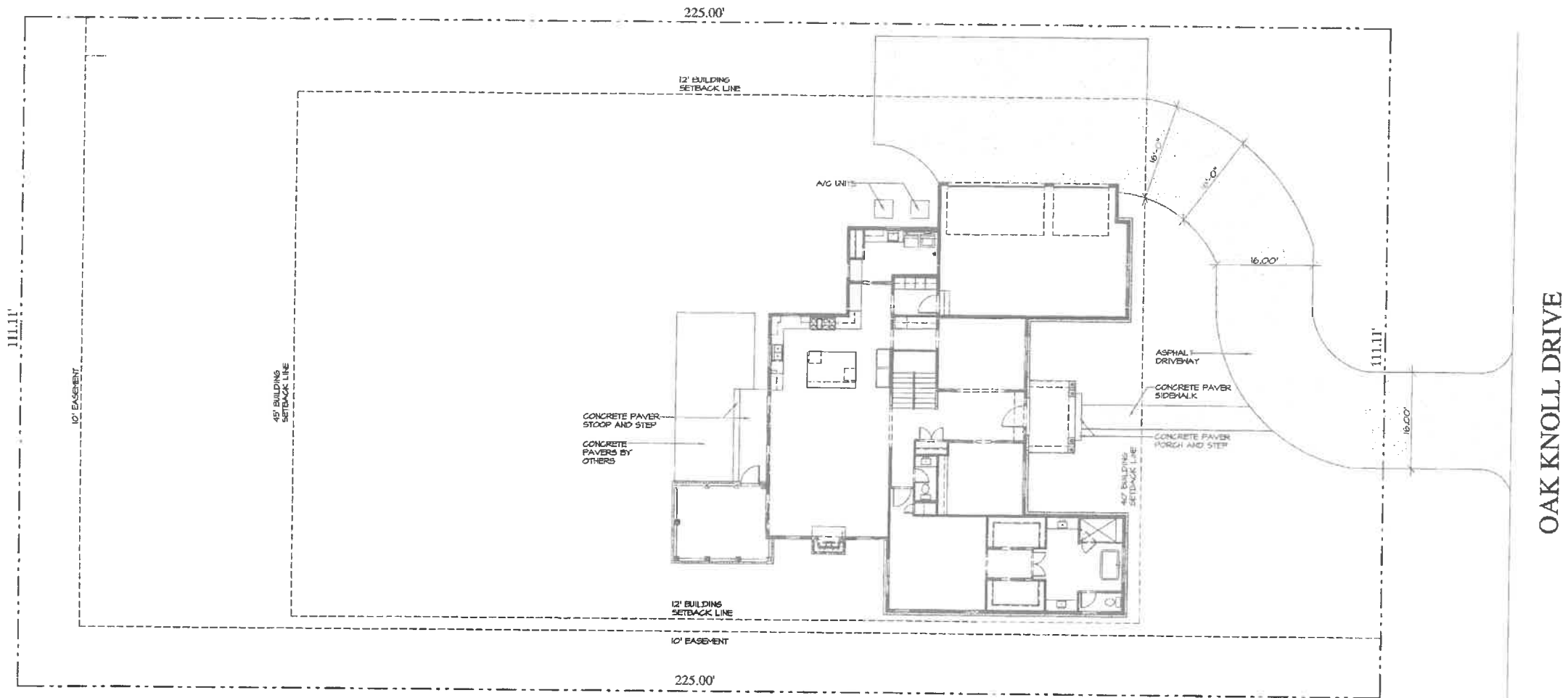
Mayor

ATTEST:

City Clerk

The Plans

PROPOSED SITE PLAN



PROPOSED BULK	
FIRST FLOOR:	2,385.50 S.F.
SECOND FLOOR:	1,653.31 S.F.
ATTIC:	0.00 S.F.
GARAGE:	687.50 S.F.
SUBTOTAL:	4,726.31 S.F.
GARAGE ALLOWANCE:	-600.00 S.F.
TOTAL:	4,126.31 S.F.
MAX. BULK ALLOWED:	4,250.00 S.F.

SQUARE FOOTAGE	
FIRST FLOOR:	2,385.50 S.F.
SECOND FLOOR:	1,507.50 S.F.
TOTAL:	3,893.00 S.F.
GARAGE:	687.50 S.F.

1 SITE PLAN
AR 01

NORTH
SCALE: 1"=10'-0"

NOTE: ALL SCALE DESIGNATIONS ARE FOR SHEETS PRINTED ON 24" X 36" SIZE PAPER. (ARCH-D)

REVIEW ONLY-NOT FOR CONSTRUCTION

LOT 3 CUSTOM RESIDENCE 1400 OAK KNOLL DRIVE LAKE FOREST, IL 60045	
JAMIE AND SOPHIA CHILDS RESIDENCE	
REVIEW	09/14/2020
REVIEW	09/14/2020
REVIEW	09/17/2020
REVIEW	09/28/2020
REVIEW	10/08/2020
REVIEW	10/15/2020
REVIEW	10/19/2020
REVIEW	11/18/2020
12575 COMMERCE DR. SUITE 607 VILLAGE, IL 60073 MAIN: 847-457-2570 WWW.ASPECTDESIGNINC.COM IL LICENSE # 18440924	
ASPECT DESIGN INC. ARCHITECTS	
PROJECT #	AD30176
DRAWN BY:	COM / MB
LOT 3 SITE PLAN	
AR 01	
# 1 OF 9 TOTAL SHEETS	

GROUP EXHIBIT B

The Plans



The Plans



1 FRONT ELEVATION (EAST)
AR 02

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

NOTE: ALL SCALE DESIGNATIONS
ARE FOR SHEETS PRINTED ON
24" x 36" SIZE PAPER, (ARCH-D)

REVIEW ONLY-NOT FOR CONSTRUCTION

LOT 3 CUSTOM RESIDENCE 1400 OAK KNOLL DRIVE LAKE FOREST, IL 60045	
JAMIE AND SOPHIA CHILDS RESIDENCE	
REVIEW 09/14/2020	REVIEW 09/16/2020
REVIEW 09/17/2020	REVIEW 09/28/2020
REVIEW 10/08/2020	REVIEW 10/15/2020
REVIEW 10/19/2020	REVIEW 11/18/2020
126575 COMMERCE DR. SUITE 607 Volo, IL 60073 MAIN: 847-457-2500 WWW.ASPECTDESIGNINC.COM IL License # 14160124	
PROJECT # AD20176 DRAWN BY: CCM / MB LOT 3 EXTERIOR ELEVATIONS AR 02 # 2 OF 9 TOTAL SHEETS	

REVIEW ONLY-NOT FOR CONSTRUCTION

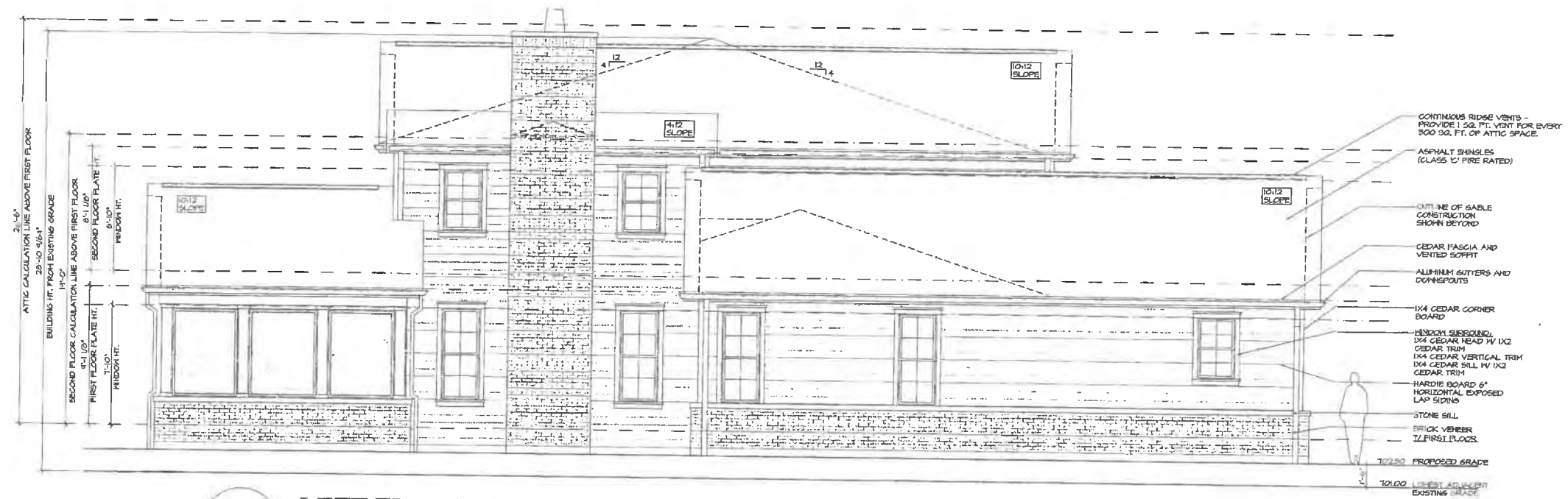
REVIEW	09/17/2020
REVIEW	09/16/2020
REVIEW	09/17/2020
REVIEW	09/23/2020
REVIEW	10/03/2020
REVIEW	10/15/2020
REVIEW	10/19/2020
REVIEW	11/19/2020

26575 COMMERCE DR
SUITE 607
VOLO, IL 60073
MAIN: 847-457-2500
WWW.ASPECTDESIGN.COM
IL LICENSE # 184-003354

IN INC.
ARCHITECTS

ASPECT DESIGN

PROJECT # AD20176
DRAWN BY: COM/MB
LOT 3
EXTERIOR ELEVATIONS
AR 05
5 OF 9 TOTAL SHEETS



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

NOTE: ALL SCALE DESIGNATIONS
ARE FOR SHEETS PRINTED ON
24" x 36" SIZE PAPER. (ARCH-D)

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The Plans



1 REAR ELEVATION (WEST)
AR 04

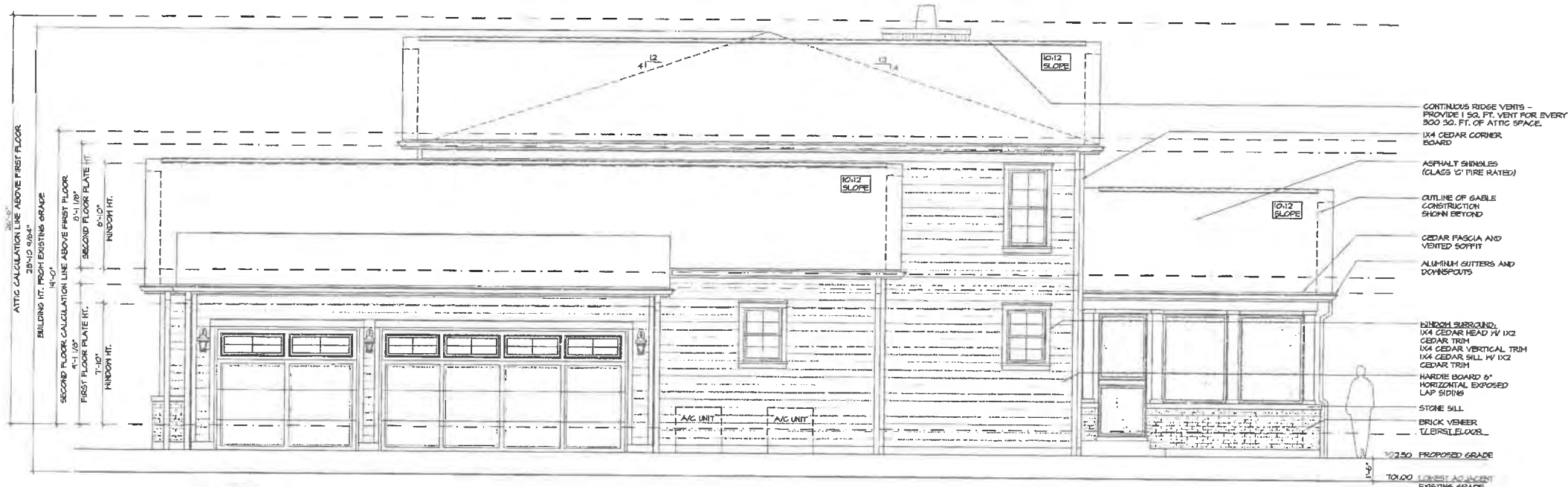
SCALE: 1/4" = 1'-0"

NOTE: ALL SCALE DESIGNATIONS
ARE FOR SHEETS PRINTED ON
24" x 36" SIZE PAPER. (ARCH-D)

REVIEW ONLY-NOT FOR CONSTRUCTION

LOT 3 CUSTOM RESIDENCE 1400 OAK KNOLL DRIVE LAKE FOREST, IL 60045	
JAMIE AND SOPHIA CHILDS RESIDENCE	
09/14/2020 REVIEW	09/16/2020 REVIEW
09/17/2020 REVIEW	09/28/2020 REVIEW
10/08/2020 REVIEW	10/15/2020 REVIEW
10/19/2020 REVIEW	11/18/2020 REVIEW
36075 COMMERCE DR. SUITE 607 MILWAUKEE, WI 53207 WWW.ASPECTDESIGNINC.COM IL LICENSE #14-0034	
PROJECT # AD20176 DRAWN BY: COM/MB LOT 3 EXTERIOR ELEVATIONS AR 04 # 4 OF 9 TOTAL SHEETS	

The Plans



1 RIGHT ELEVATION
AR 03

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

NOTE: ALL SCALE DESIGNATIONS ARE FOR SHEETS PRINTED ON 24" x 36" SIZE PAPER. (ARCH-D)

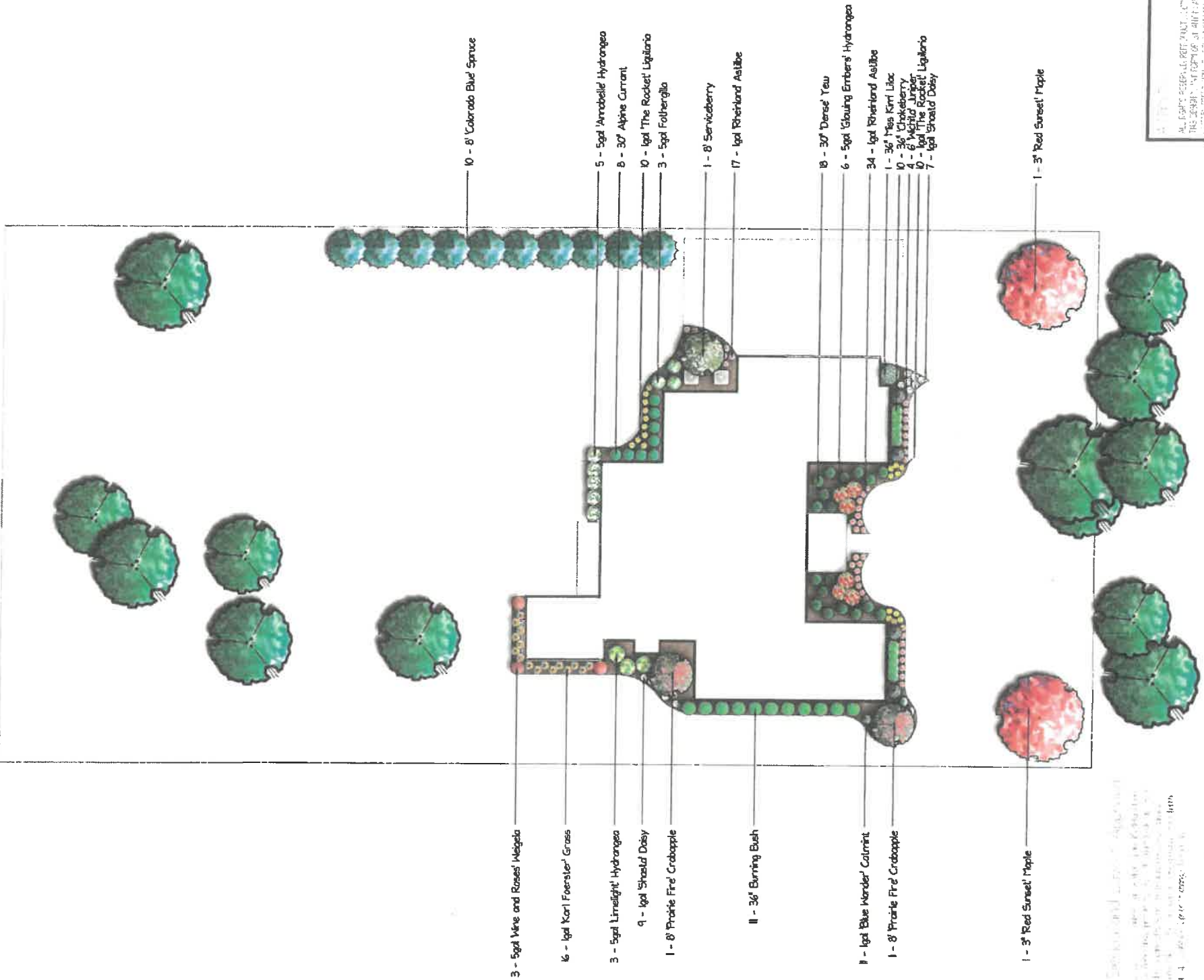
© COPYRIGHT 2020

REVIEW ONLY-NOT FOR CONSTRUCTION

LOT 3 CUSTOM RESIDENCE 1400 OAK KNOLL DRIVE LAKE FOREST, IL 60045	
JAMIE AND SOPHIA CHILDS RESIDENCE	
REVIEW	02/14/2020
REVIEW	05/16/2020
REVIEW	09/17/2020
REVIEW	05/28/2020
REVIEW	10/09/2020
REVIEW	10/15/2020
REVIEW	10/19/2020
REVIEW	11/18/2020
PROJECT # AD20179 DRAWN BY: COM/MB LOT 3 EXTERIOR ELEVATIONS AR 03 # 3 OF 9 TOTAL SHEETS	

The Plans

Qty	Botanical Name	Common Name	Size	Qty	Botanical Name	Common Name	Size
Trees							
2	Nyssa sylvatica	Prickly Pear Cactus	8'	11	Nyssa sylvatica	Blue Wonder Cactus	10'
2	Acer macrocarpon	Red Sunset Maple	3'	16	Calluna vulgaris	Karl Foerster Grass	10'
1	Andromeda	Serviceberry	8'	16	Lespedeza bicolor	Shasta Daisy	10'
4	Lonicera caerulea	Hebe	6'	20	Ligularia sinensis	The Rocket Ligularia	10'
10	Prunella virginiana	Colorado Blue Spruce	8'	15	Aster	Rainier Aster	10'
Shrubs							
3	Malva florida	Mine and Roses Weigela	5'x4'				
3	Hydrangea paniculata	Lime Light Hydrangea	5'x4'				
8	Eumyrtus laevis	Burning Bush	3'x2'				
10	Arundo donax	Chickadee	3'x2'				
5	Hydrangea corymbosa	Annabelle Hydrangea	5'x4'				
10	Taxus canadensis	Dense Yew	3'x2'				
1	Syringa vulgaris	Pink Kim Lilac	3'x2'				
6	Hydrangea macrophylla	Glaucous Embers Hydrangea	5'x4'				
3	Forsythia viridissima	Fothergilla	5'x4'				
8	Ribes cereum	Alpine Currant	3'x2'				



1. All plants are to be installed within 14 days of completion of construction.
2. All plants are to be installed within 14 days of completion of construction.
3. All plants are to be installed within 14 days of completion of construction.
4. All plants are to be installed within 14 days of completion of construction.
5. All plants are to be installed within 14 days of completion of construction.
6. All plants are to be installed within 14 days of completion of construction.
7. All plants are to be installed within 14 days of completion of construction.
8. All plants are to be installed within 14 days of completion of construction.
9. All plants are to be installed within 14 days of completion of construction.
10. All plants are to be installed within 14 days of completion of construction.

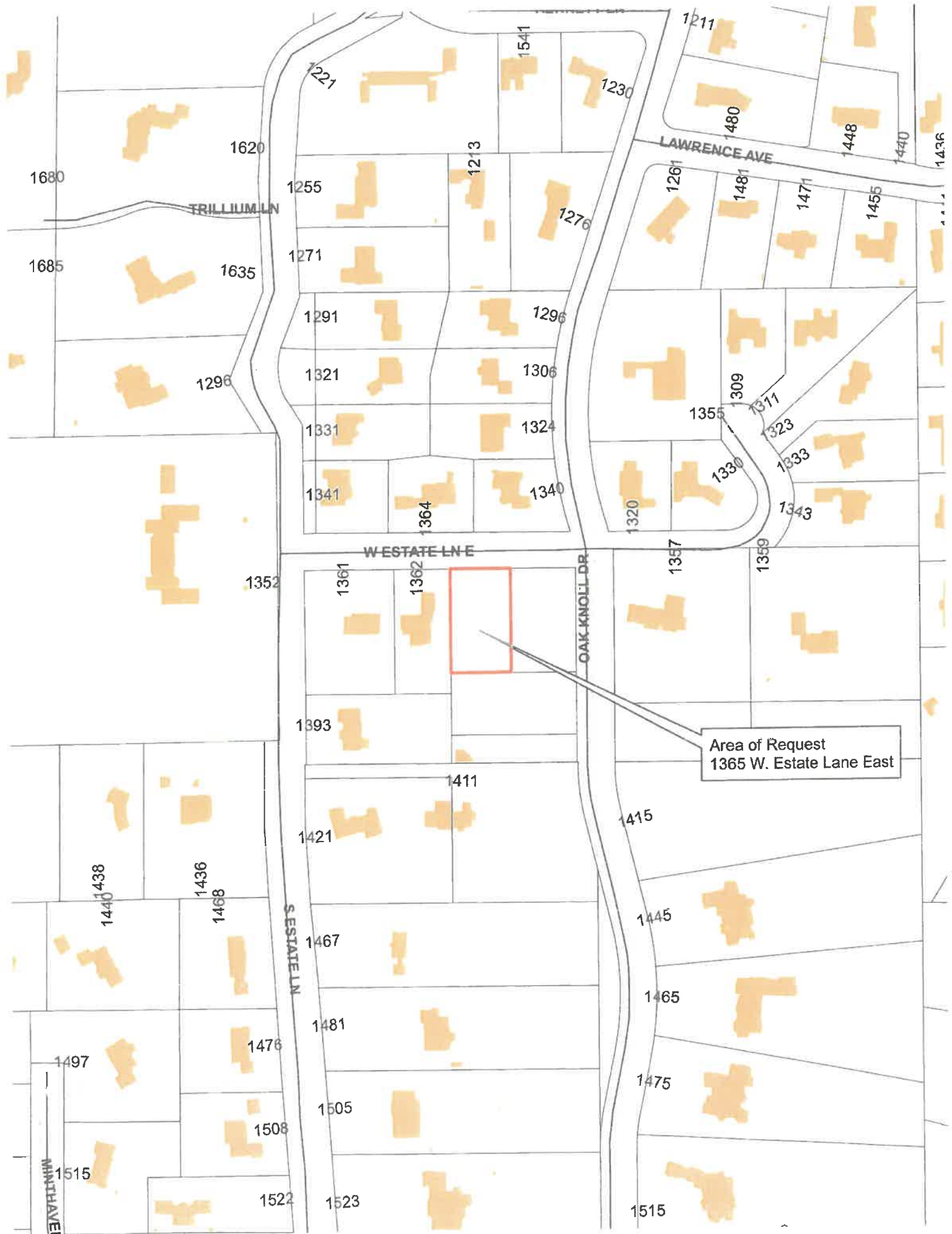
Drawn By: Mike Burkland
App. and Exp. By: Bob Atwater
Date: 11/12/20



REVISIONS
1
2
3
4
5
6
7
8
9
10

Lot 3
1400 Oak Knoll Drive
Lake Forest, IL





THE CITY OF LAKE FOREST

ORDINANCE NO. 2021- ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 1365 ESTATE LANE EAST

WHEREAS, Marlin Ventures, LLC (Paul Lopata, Steven Brown and Ed Yawitz), (**"Owner"**) is the owner of that certain real property commonly known as 1365 Estate Lane East, 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 Property is a vacant, buildable lot; and

WHEREAS, the Owner desires to build a new residence, attached garage and make other site improvements including the installation of landscaping (**"Improvements"**) as depicted on the site plan, architectural drawings and conceptual landscape plan attached hereto as Group **Exhibit B ("Plans")**; and

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

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on December 2, 2020 and February 3, 2021; 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,
2. Owner proposes to construct the Improvements as depicted on the plans,
3. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with the recommended conditions and the Plans, will meet the design standards and requirements of Section 150.147 of the City Code,

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

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

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

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

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

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

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

payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

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

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

PASSED THIS __ DAY OF _____, 2021.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2021.

Mayor

ATTEST:

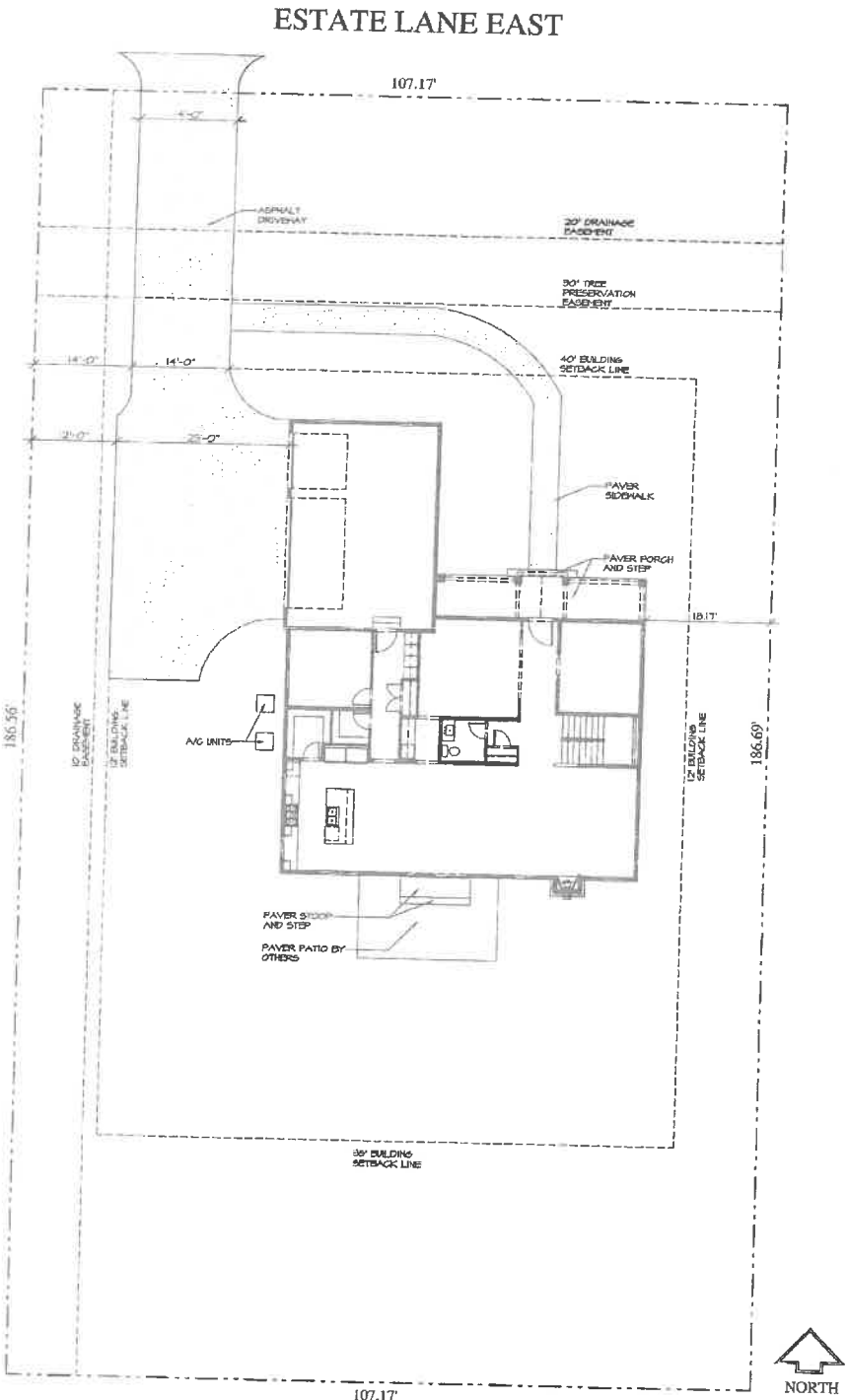
City Clerk



GROUP EXHIBIT B

The Plans

CURRENTLY PROPOSED SITE PLAN



PROPOSED BULK	
FIRST FLOOR:	1,415.64 S.F.
SECOND FLOOR:	1,888.19 S.F.
ATTIC:	63.46 S.F.
GARAGE:	654.23 S.F.
SUBTOTAL:	4,526.51 S.F.
GARAGE ALLOWANCE:	-600.00 S.F.
TOTAL:	3,926.51 S.F.
MAX. BULK ALLOWED:	4,000.00 S.F.

SQUARE FOOTAGE	
FIRST FLOOR:	1,415.64 S.F.
SECOND FLOOR:	1,888.19 S.F.
TOTAL:	3,203.83 S.F.
GARAGE:	654.23 S.F.

1
AR 01

SITE PLAN

SCALE: 1"=10'-0"



NOTES: ALL SCALE DESIGNATIONS ARE FOR SHEETS PRINTED ON 24" x 36" SIZE PAPER. (ARCH-D)

REVIEW ONLY-NOT FOR CONSTRUCTION

LOT 1
CUSTOM RESIDENCE
1365 W. ESTATE LANE EAST
LAKE FOREST, IL 60045

REVIEW	07/16/2020
REVIEW	08/12/2020
REVIEW	09/10/2020
REVIEW	10/09/2020
REVIEW	12/09/2020
REVIEW	01/12/2021
REVIEW	01/20/2021

26575 COMMERCIAL DR.
SUITE 607
N. LAKE FOREST, IL 60063
WWW.ASPECTDESIGNINC.COM
P. 630.888.1144

ASPECT DESIGN INC.
ARCHITECTS

PROJECT #	AD20174
DRAWN BY:	COM/MB
LOT 1 SITE PLAN	
AR 01	

1 OF 9 TOTAL SHEETS

GROUP EXHIBIT B

The Plans

ROPOSED NORTH ELEVATION



1 FRONT ELEVATION (SOUTH)
AR 02

SCALE: 1/8\"/>

REVIEW ONLY-NOT FOR CONSTRUCTION

LOT 1 CUSTOM RESIDENCE 1365 W. ESTATE LANE EAST LAKE FOREST, IL 60045	
REVIEW 09/14/2024 09/25/2024 09/26/2024 10/02/2024 01/22/2025 01/27/2025	
24575 COMMERCE DR. SUITE 607 LAKE FOREST, IL 60045 MAIN: 847.457.3400 WWW.ASPECTDESIGNINC.COM 1.128.867.1404	
PROJECT# DRAWN BY: 1 LOT 1 EXTERIOR ELEVATIONS	ADD20124 COM/MB AR 02 # 2 OF 9 TOTAL SHEETS

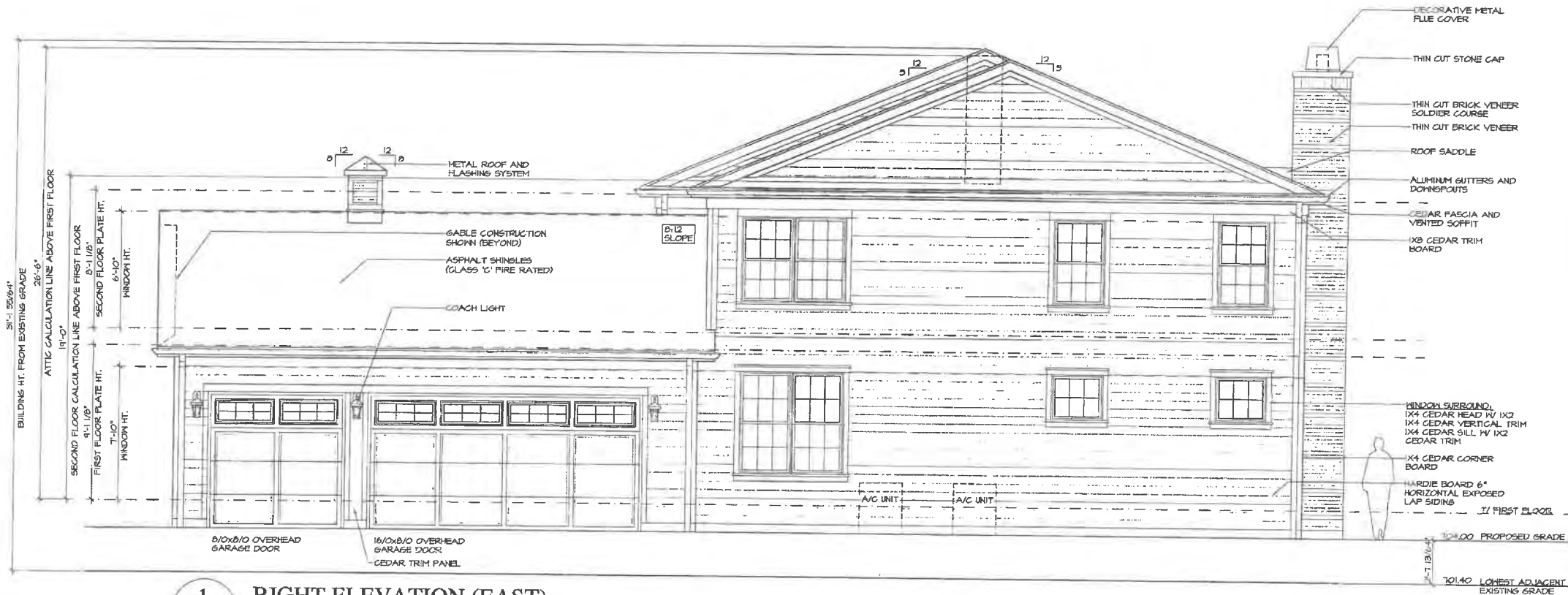
NOTE: ALL SCALE DESIGNATIONS
ARE FOR SHEETS PRINTED ON
24" x 36" SIZE PAPER, (ARCH-D)

© COPYRIGHT 2024

GROUP EXHIBIT B

The Plans

PROPOSED WEST ELEVATION



1 RIGHT ELEVATION (EAST)
AR 03

SCALE: N.T.S.

NOTE: ALL SCALE DESIGNATIONS
ARE FOR SHEETS PRINTED ON
24" x 36" SIZE PAPER (ARCH-D)

REVIEW ONLY-NOT FOR CONSTRUCTION

LOT 1
CUSTOM RESIDENCE
1365 W. ESTATE LANE EAST
LAKE FOREST, IL 60045

REVIEW	01/16/2020
REVIEW	02/10/2020
REVIEW	07/12/2020
REVIEW	10/26/2020
REVIEW	12/10/2020
REVIEW	01/12/2021
REVIEW	01/20/2021

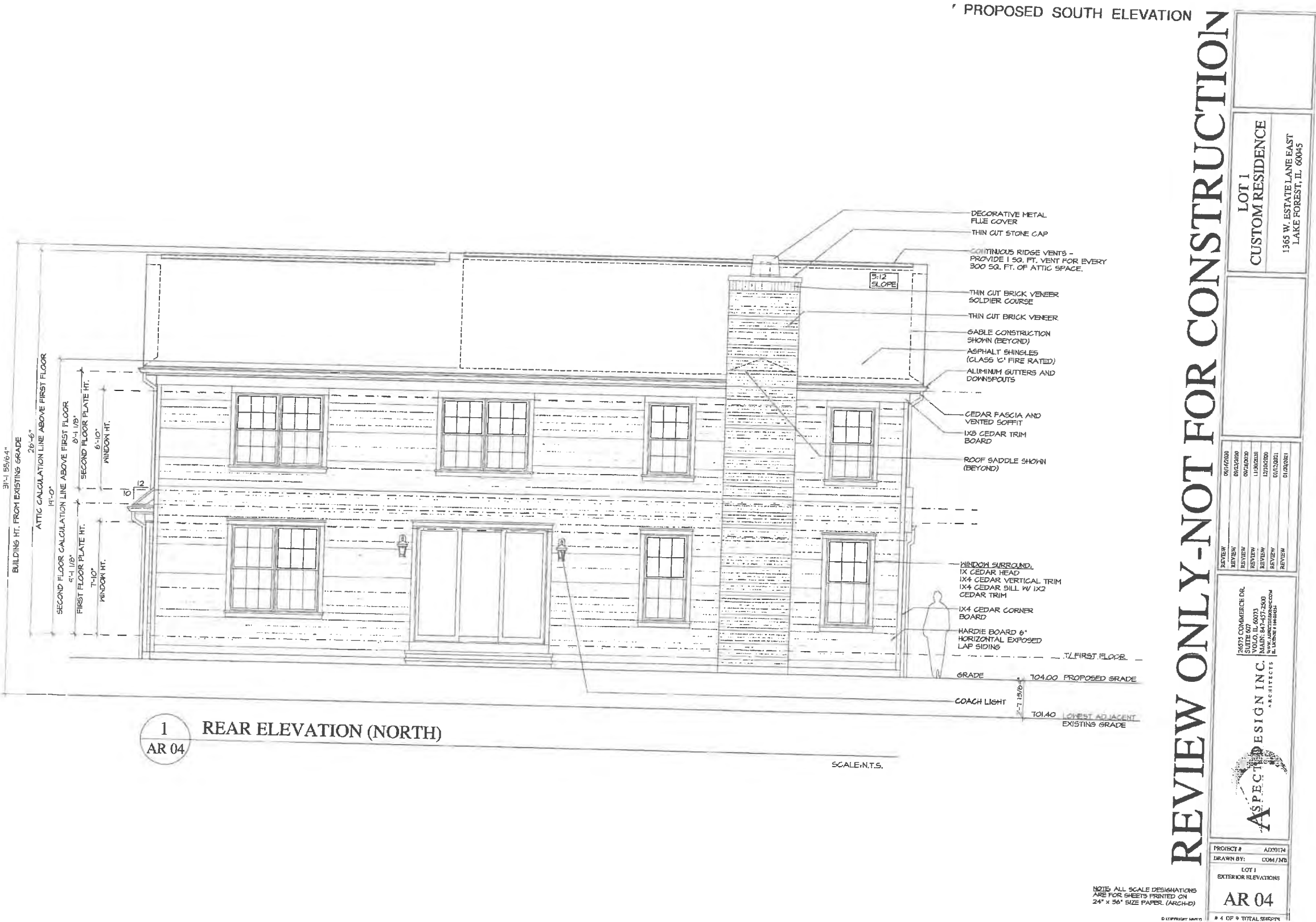
1367A COMMERCE DR.
SUITE 607
VILLAGE IL 60073
TEL: 630.575.5553
WWW.ASPECTDESIGN.COM
IL LIC# 018434011

ASPECT DESIGN INC.
ARCHITECTS

PROJECT # AD20174
DRAWN BY: COM/MB
LOT 1
EXTENSION ELEVATIONS
AR 03
3 OF 9 TOTAL SHEETS

GROUP EXHIBIT B

The Plans



The Plans

PROJECT: DRAKINER
 REVIEW: 09/14/2023
 REVIEW: 09/14/2023

1365 W. ESTATE LANE EAST
LAKE FOREST, IL 60045

ASPECT DESIGN INC.
ARCHITECTS

AR 05

© LIFETIME BOOKS

5 OF 9 TOTAL SHEETS



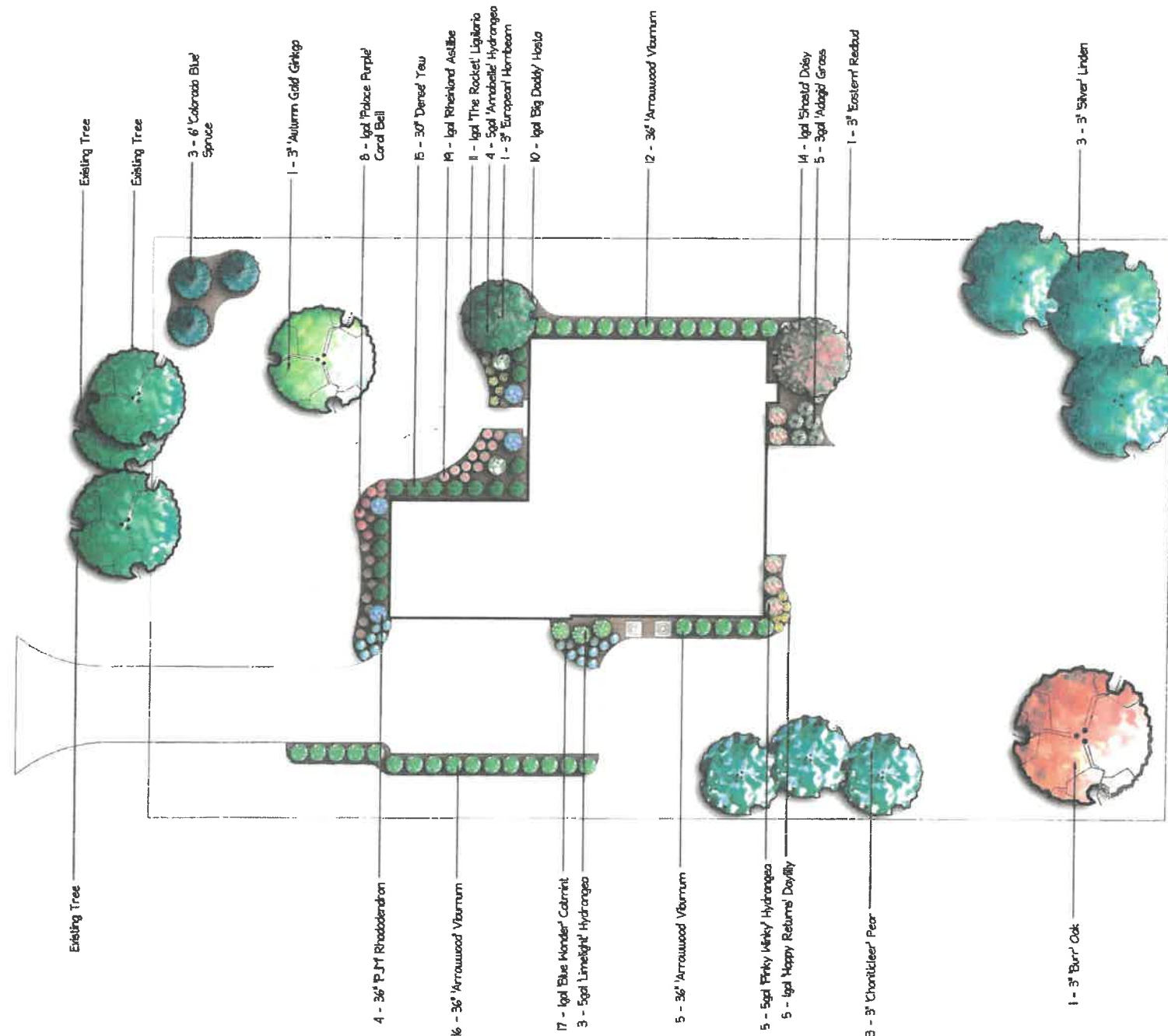
SCALE: N.T.S.

GROUP EXHIBIT B

The Plans

PRELIMINARY LANDSCAPE PLAN

Qty	Botanical Name	Common Name	Size	Qty	Botanical Name	Common Name	Size
Trees							
			3' of tree	Plants			
3	Tilia lamentosa	Silver Linden	3'	17	Nepeta x faassenii	Blue Wonder Catmint	1gal
1	Cercis canadensis	Eastern Redbud	3"	5	Hemerocallis x	Happy Returns Daylily	1gal
3	Pinus collariana	Chandler's Pear	3'	14	Luxuriantum x superbum	Sinola Daisy	1gal
1	Ginkgo biloba	Autumn Gold Ginkgo	3'	5	Miscanthus sinensis	Adagio Maiden Grass	3gal
3	Picea pungens 'Glauca'	Colorado Blue Spruce	6'	10	Hosla	Big Daddy Hosta	1gal
1	Quercus macrocarpa	Burr Oak	3"	11	Ligularia stenosepalata	The Rocket Ligularia	1gal
1	Corpinus betulus	European Hornbeam	3"	19	Asilabe x arendii	Rheinhard Asilabe	1gal
Shrubs							
4	Rhododendron x P.M	P.M Rhododendron	3'	8	Heuchera micrantha	Palace Purple Coral Bell	1gal
3	Hydrangea paniculata	Linenight Hydrangea	5gal				
3	Viburnum dentatum	Arrowwood Viburnum	3'				
5	Hydrangea paniculata	Pinky Winky Hydrangea	5gal				
4	Hydrangea arborescens	Annabelle Hydrangea	5gal				
15	Taxus x media	Dense Yew	30'				

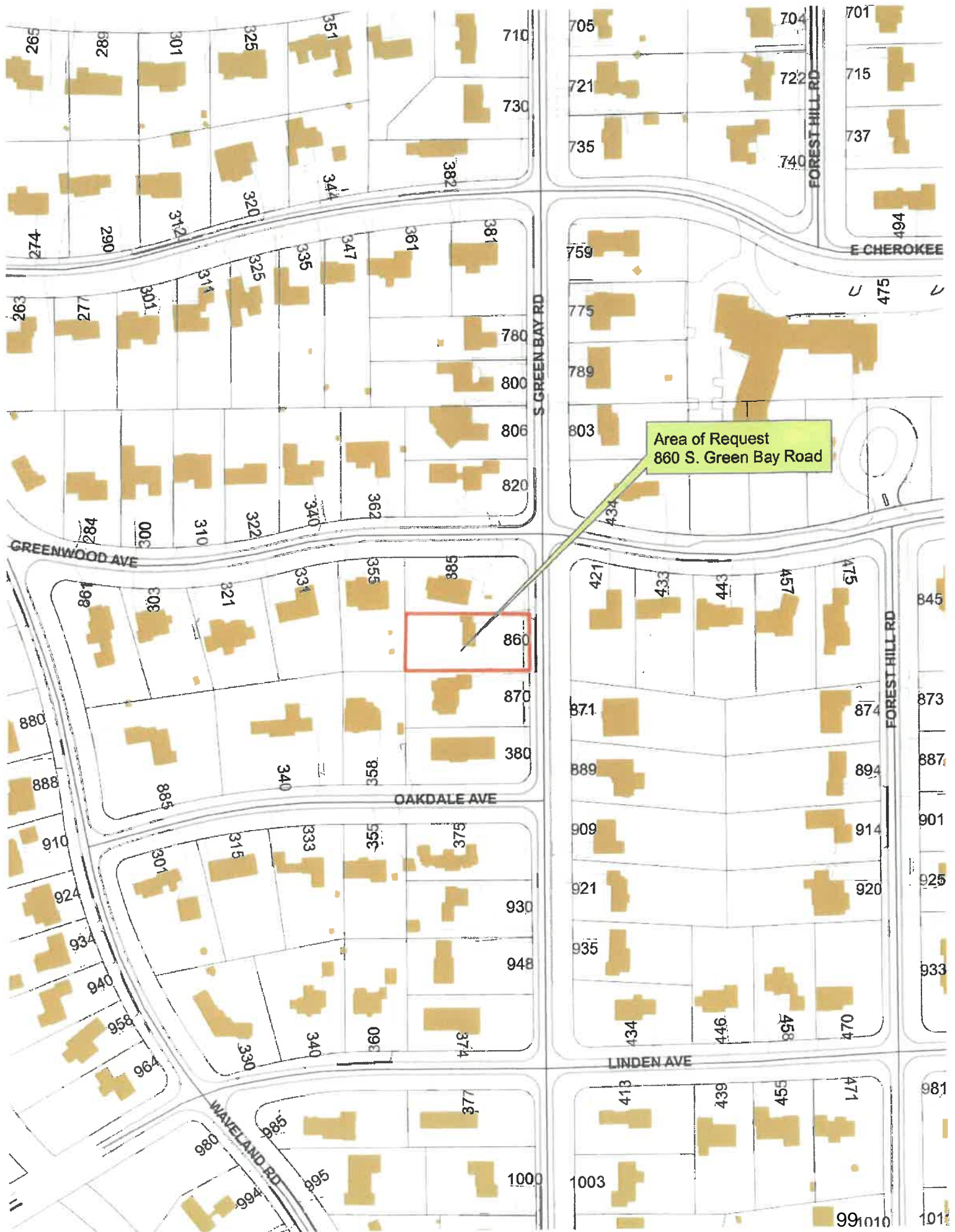


Customer Design and Loyalty Approach

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REVISED	

Drawn By: Mike Burkland
 Approved By: Bob Atwater
 Date: 1/18/21 revised
 Scale: 1" = 10'
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THE CITY OF LAKE FOREST

ORDINANCE NO. 2021- ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 860 S. GREEN BAY ROAD

WHEREAS, 860 S. Green Bay Road LLC (Jamie Altounian, 100%) ("**Owner**") is the owner of that certain real property commonly known as 860 S. Green Bay 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 Owner desires to partially demolish the existing residence and construct an addition and attached garage ("**Improvements**") as depicted on the site plan, landscape plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

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

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on March 3, 2021; 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,

2. the existing structure is not architecturally or historically significant,
3. the evidence presented indicates that the partial demolition, if undertaken in conformity with the recommended conditions, will meet the requirements of Section 150.148 of the City Code,
5. Owner proposes to construct the Improvements as depicted on the plans,
6. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with the recommended conditions and the Plans, will meet the design standards and requirements of Section 150.147 of the City Code,

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

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

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

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

SECTION TWO: Approval of Application. Pursuant to Section 150.147 of the City Code, and subject to the limitations therein and the conditions set forth in Section Three of this Ordinance, the City Council does hereby grant approval of

the Application to allow the demolition of the existing structure and construction of the Improvements on the Property, as more fully depicted on the Plans.

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

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

(including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

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

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

PASSED THIS __ DAY OF _____, 2021
AYES: ()
NAYS: ()
ABSENT: ()
ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2021

Mayor

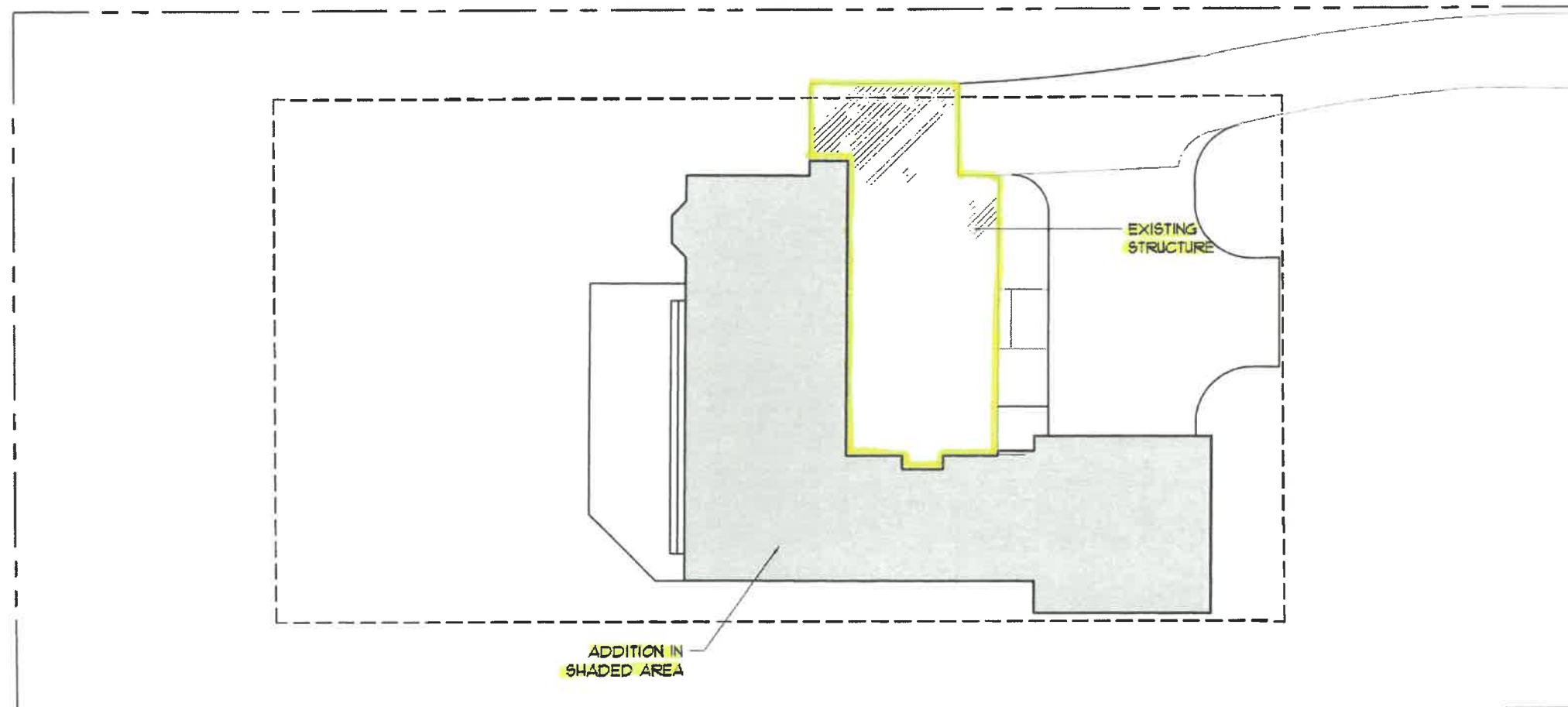
ATTEST:

City Clerk

GROUP EXHIBIT B

The Plans

PROPOSED SITE PLAN



GROUP EXHIBIT B

The Plans

PROPOSED EAST (FRONT) & SOUTH ELEVATIONS



Witmer & Associates
Architecture and Interior Design
witmerandassoc.com

860 S Green Bay Rd
ELEVATIONS

2021.02.08 SCALE: 1/8"= 1'-0"

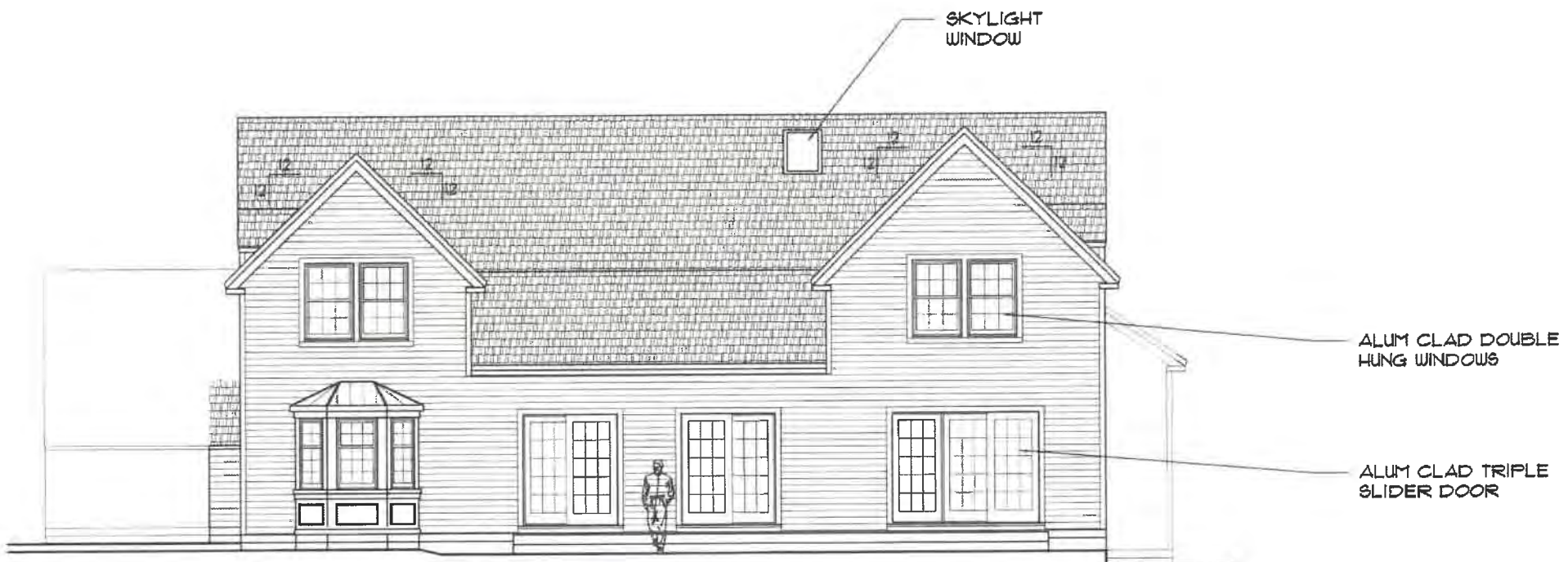
GROUP EXHIBIT B

The Plans

PROPOSED WEST (REAR) & NORTH ELEVATIONS



NORTH



WEST

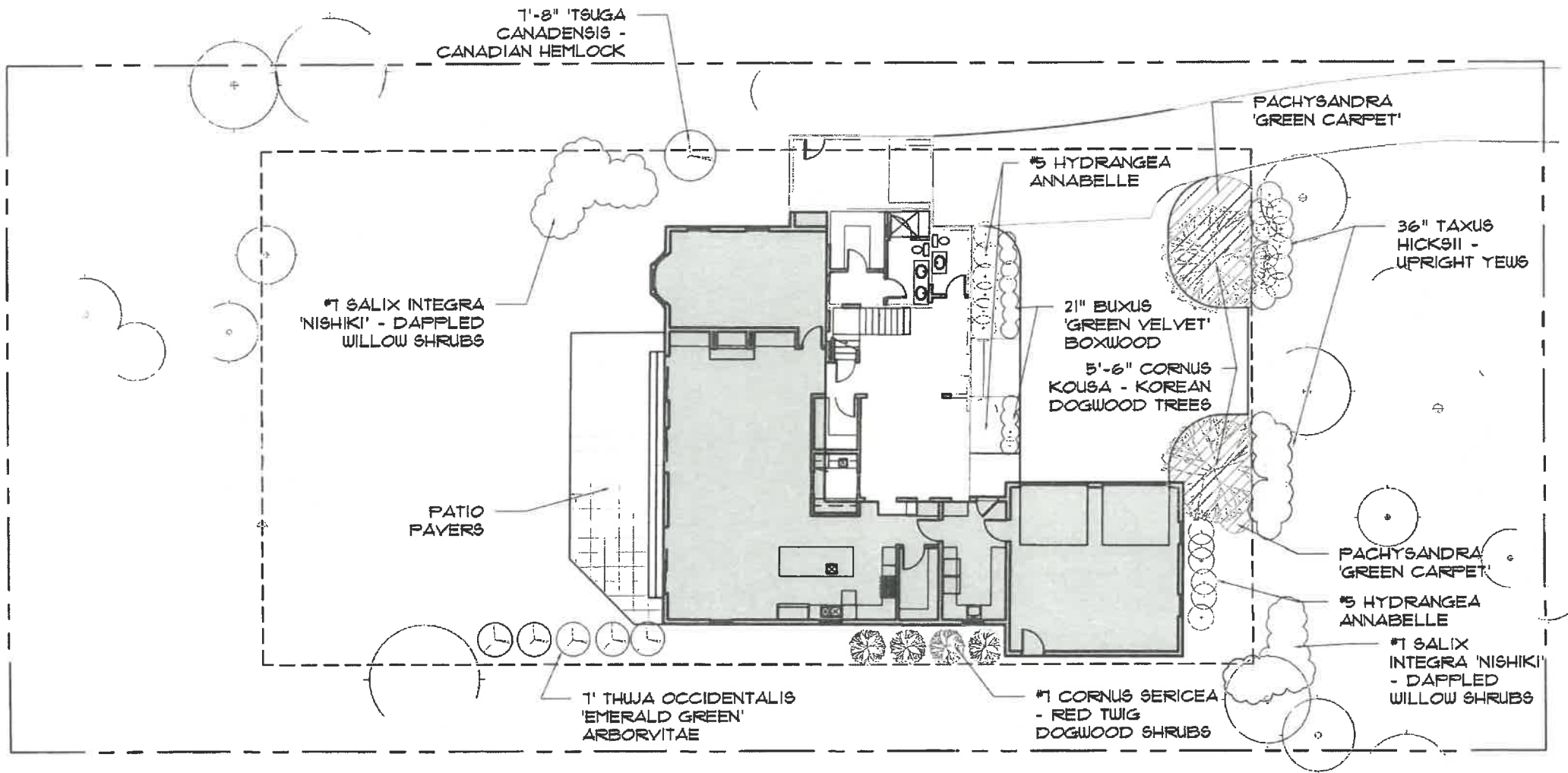
860 S Green Bay Rd
ELEVATIONS

2021.02.08 SCALE: 1/8"= 1'-0"

GROUP EXHIBIT B

The Plans

CONCEPTUAL LANDSCAPE PLAN



Witmer & Associates
Architecture and Interior Design
witmerandassoc.com

860 S GREEN BAY RD
LANDSCAPE PLAN

2021.02.15 SCALE: 1/16"= 1'-0"



THE CITY OF LAKE FOREST

ORDINANCE NO. 2021- ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 2 JUNE TERRACE

WHEREAS, Timothy and Mary Joos ("**Owners**") are the owners of that certain real property commonly known as 2 June Terrace, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

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

WHEREAS, the Owners desire to construct an addition and make alterations to the existing residence, demolish the existing garage and construct a replacement detached garage ("**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 hearing held on December 2, 2020; and

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

1. the Property is located within the GR-3, General Residence District, under the City Code,

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

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

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

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

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

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

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

limited by the following conditions, the violation of any of which shall, in the discretion of the Mayor and City Council, render void the approvals granted by this Ordinance:

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

shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

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

SECTION FOUR: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if Owner has 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 _____, 2021.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

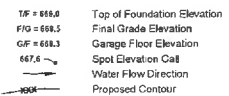
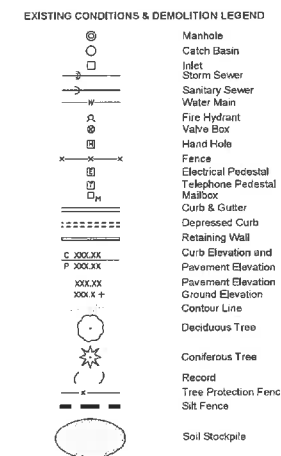
PASSED THIS __ DAY OF _____, 2021.

Mayor

ATTEST:

City Clerk

The Plans

IMPERVIOUS COVERAGE CALCULATIONS

LOT AREA =		11,383	
EXISTING		PROPOSED	
E...	908	HOUSE...	1,517
GE...	268	GARAGE...	563
STOOP/WALLS...	356	STOOPS/PATIO...	180
WAY...	1,235	DRIVEWAY...	1,247
TUB...	59	HOT TUB...	59
IMPERVIOUS	2,826	TOTAL IMPERVIOUS	3,566
ERVIOUS	24.8%	% IMPERVIOUS	31.3%

LEGAL DESCRIPTION

LOT 21 IN WASHINGTON HEIGHTS, BEING A SUBDIVISION OF PART OF LOT 301 IN LAKE FOREST, AND A PART OF THE WEST HALF OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 17, AS DOCUMENT 261477, IN BOOK "O" OF PLATS, PAGE 24, IN LAKE COUNTY, ILLINOIS.

Know what's **below**.
Call before you dig.

Note:
Call 811 at least 48 hours, excluding weekends and holidays, before you dig.

Plot Date: Feb 02, 2021 - 10:00am Plotted By: mka-s
File Name: P:\2021\2102\Dir eng\Miscellaneous\2102\Site Eng sh-ty

Benchmark

Site Benchmarks

CP # 105 (See Survey)
Description: Cross Notch
Elevation: 694.28 NAVD 88 (Geoid 12A)

CP # 106 (See Survey)
Description: Cross Notch
Elevation: 694.26 NAVD 88 (Geoid 12A)

CP # 108 (See Survey)
Description: Mag ^{North}
Elevation: 698.59 NAVD 88 (Geoid 12A)

THE HAEGER ENGINEERING
consulting engineers • land surveyors
100 East Stone Parkway, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax 847.394.5008
Illinois Professional Design Firm License No. 154-000122
www.haegeengineering.com

SITE IMPROVEMENT PLAN
JOOS RESIDENCE
2 N. JUNE TERRACE
LAKE FOREST, IL
DIVIZIO GROUP

Project Manager: M L A
Engineer: M L A
Date: 02.12.2021
Project No. 21-010
Sheet 2

The Plans

East Elevation (Front) Proposed

PROPOSED EAST (FRONT) ELEVATION



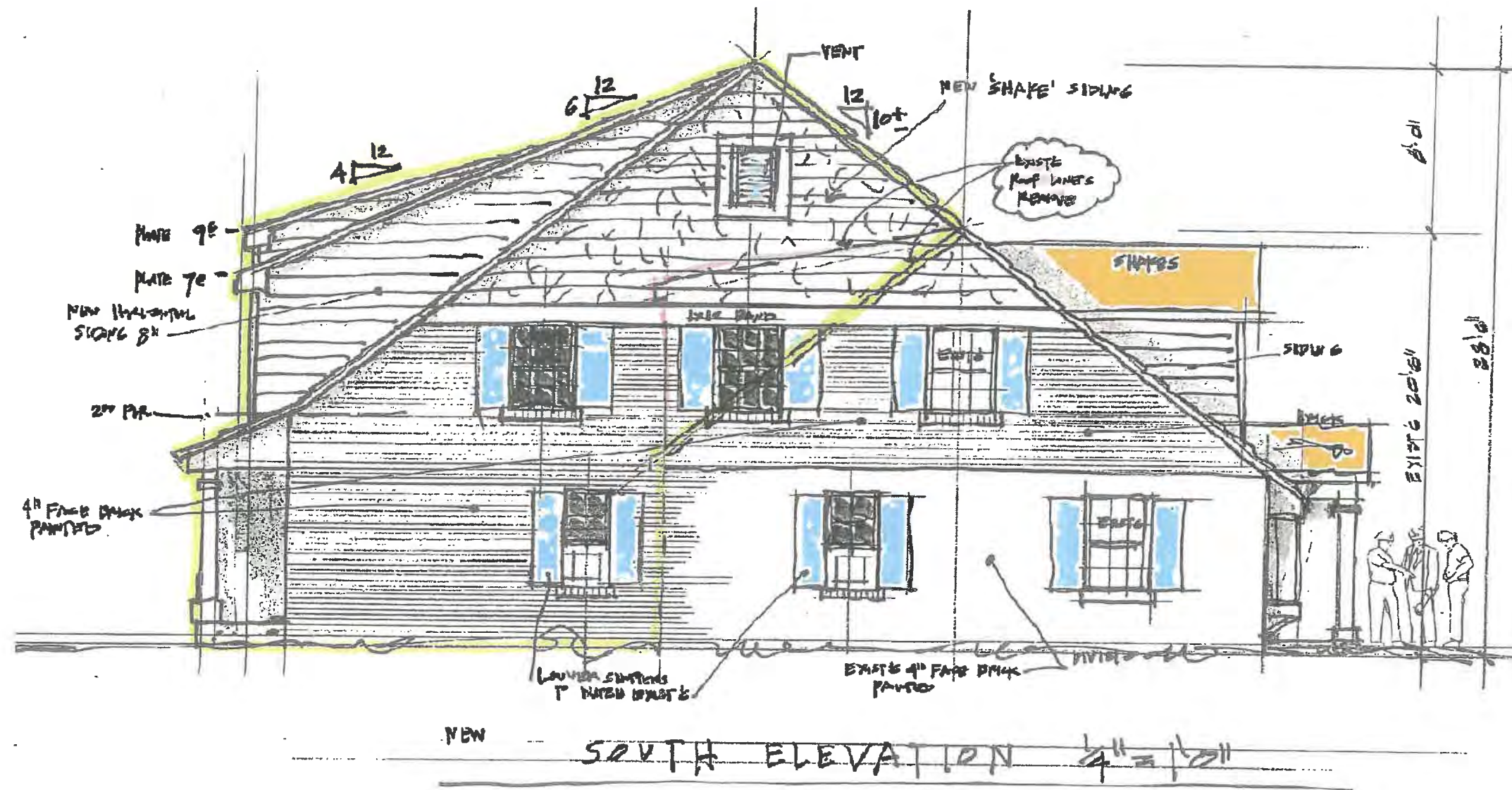
The Plans

The Plans

PROPOSED SOUTH ELEVATION

NEW CONSTRUCTION IS HIGHLIGHTED

South Elevation Proposed



PROPOSED WEST ELEVATION

West Elevation (Rear) Proposed



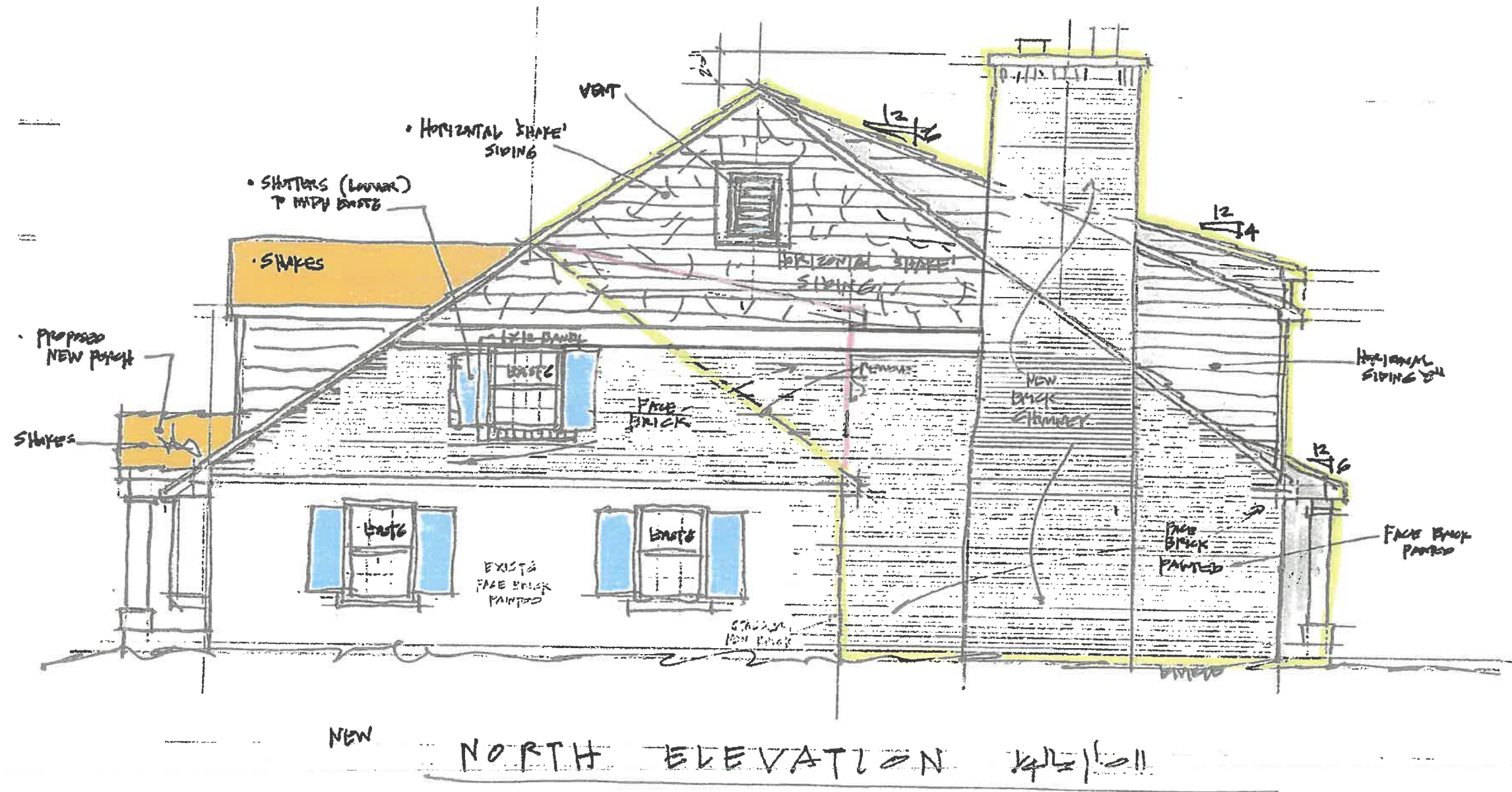
GROUP EXHIBIT B

The Plans

North Elevation Proposed

PROPOSED NORTH ELEVATION

NEW CONSTRUCTION IS HIGHLIGHTED

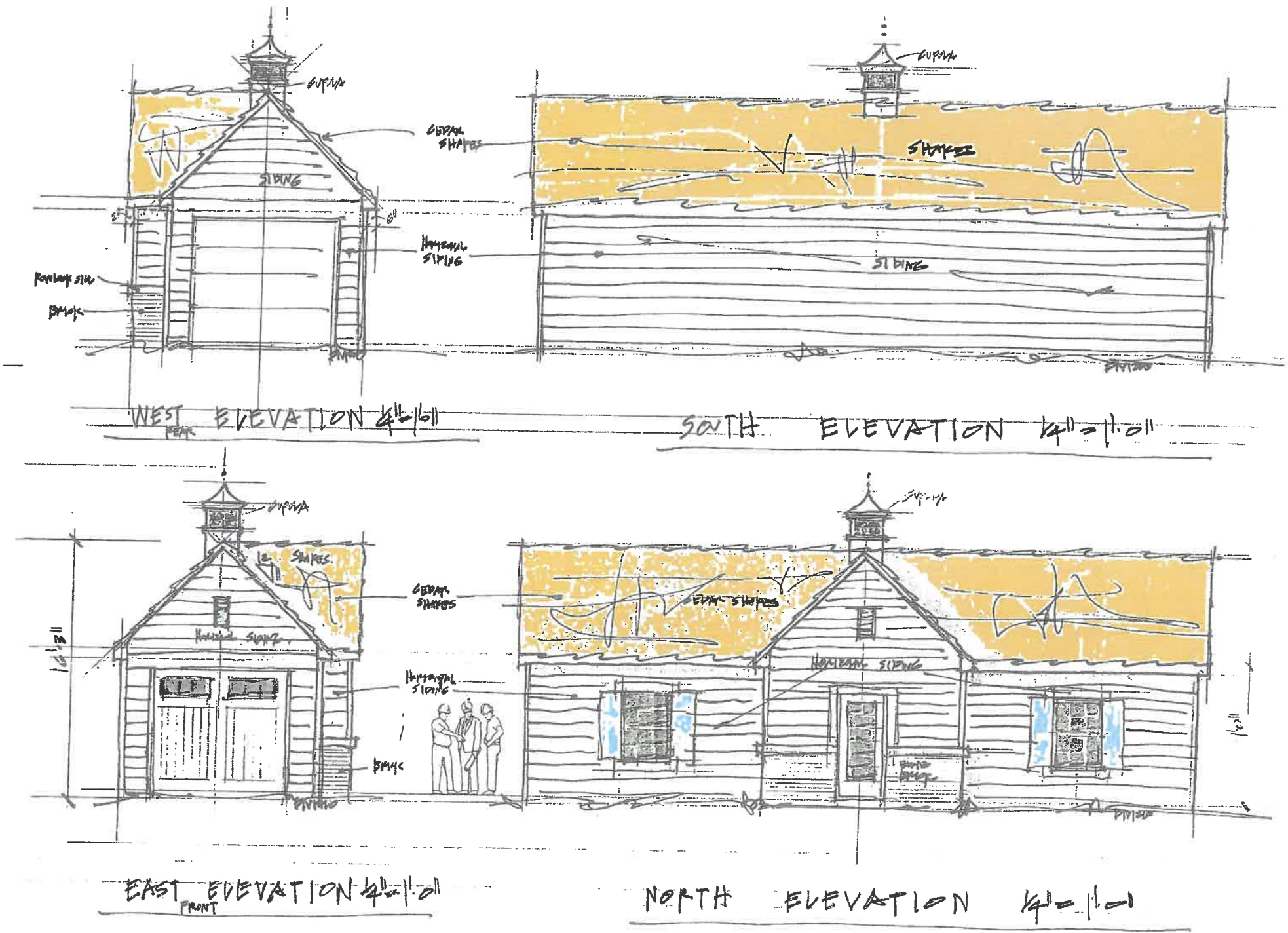


GROUP EXHIBIT B

The Plans

Garage Elevation Proposed

PROPOSED GARAGE ELEVATIONS

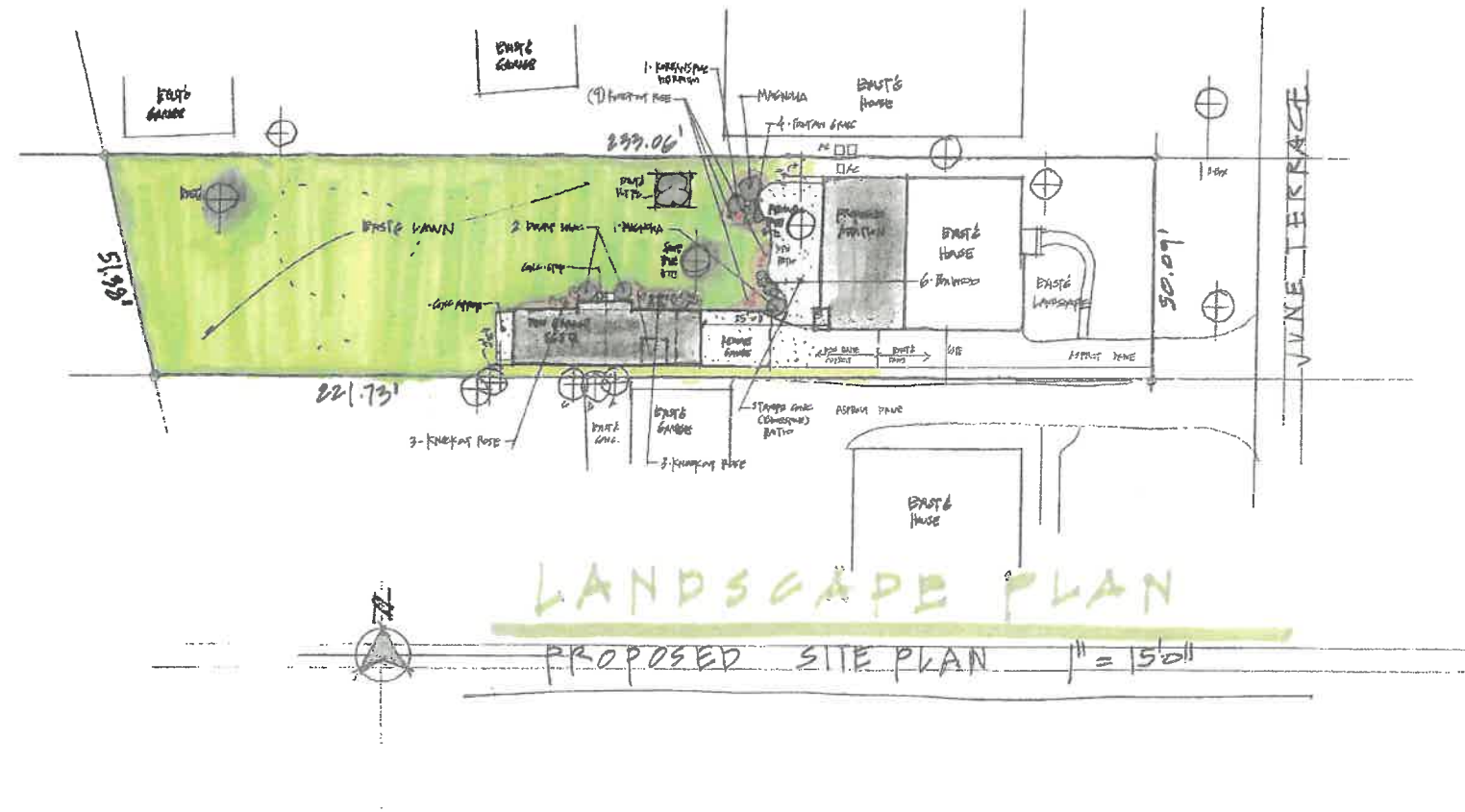


GROUP EXHIBIT B

The Plans

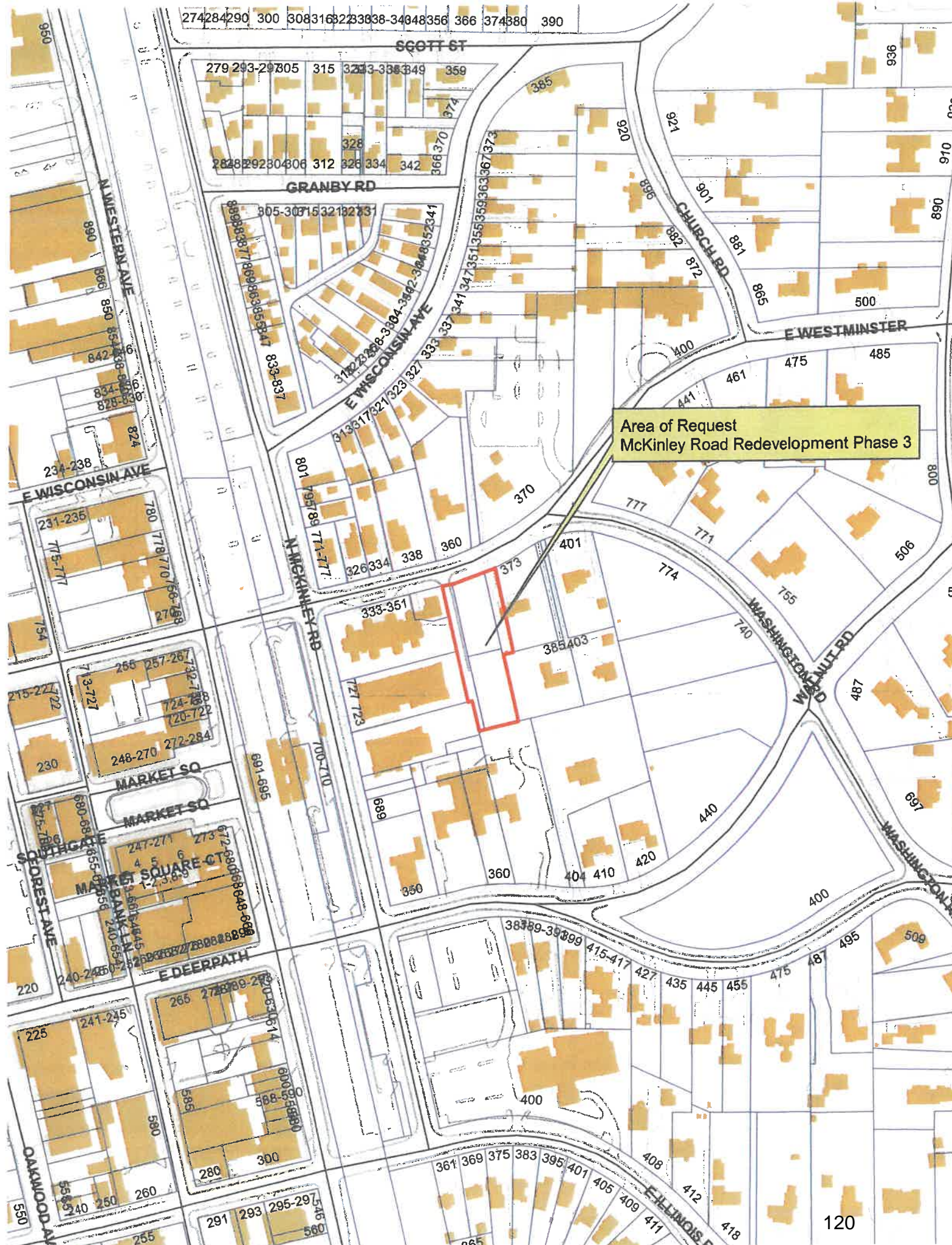
Landscape Plan - 2 N June Terrace

PRELIMINARY LANDSCAPE PLAN



10.19.20
TIM & MARY JOOS
2 N. JUNE TERRACE
LAKE FOREST, IL

MM DESIGN
ILL. REG. ARCHITECT/DESIGN FIRM
P.O. BOX 3392, BARRINGTON, IL 60011
(847) 481-1166
WWW.MMDISIGN.COM



Area of Request
McKinley Road Redevelopment Phase 3



PLAN COMMISSION REPORT
McKinley Road Redevelopment – Phase 3 (Final Phase)

TO:	Honorable Mayor and Members of the Council
DATE:	March 10, 2021
FROM:	Chairman Kehr and Members of the Plan Commission
SUBJECT:	McKinley Road Redevelopment – Phase 3

OWNERS

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

PROPERTY LOCATION

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

ZONING

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

City of Lake Forest

APPLICANT

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

REPRESENTATIVE

Peter Witmer, architect/owner

Significant portions of this staff report are repeated from previous staff reports on this petition.

INTRODUCTION

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

Over the course of several meetings in 2016, the Plan Commission considered concepts for redevelopment of various properties located east of McKinley Road, in the immediate vicinity of the

train station. After much deliberation, the Plan Commission developed a set of “Redevelopment Recommendations”, to guide future discussions. A copy of the recommendations is attached to this report.

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

The City’s Comprehensive Plan supports multi-family development along the east side of McKinley Road as do the Office and General Residence zoning districts which apply to this area.

The property that comprises the third phase of the McKinley Road Development is located in the Historic Residential and Open Space Preservation Overlay District (HROSP). This District does not alter the underlying zoning or the uses or densities permitted by those districts. Instead, the overlay district provides flexibility, such as reduction in setbacks or lot sizes if necessary to preserve significant historic structures and natural resources. In the case of this property, there are no historic or natural resources on the site itself however, there are many historically significant buildings located in the surrounding area including neighboring homes, the Library, Churches, the train station and Market Square.

The property in this request is located in the City’s Local Historic District. The property was originally included in the District because the coach house for a nearby historic home was previously located on the site, the building which was home to the Masonic Temple and the Lake Forest/Lake Bluff Historical Society. The building was demolished several years ago due to deterioration and health and safety concerns however, the site remains within the district boundaries.

The area east of McKinley Road, east of the train station, is a transitional area, across from Market Square and flanked by institutional uses; the Library and the Church of the Covenants, and is adjacent to the 333 Westminster condominium building on the southeast corner of McKinley Road and Westminster. The area is adjacent to single family homes to the east and across from single family homes located on the north side of Westminster. The recommendation of the Cultural Corridor Task Force, to eliminate office uses on the east side of McKinley Road, substantially reduces the potential for traffic and the need for additional parking in this area which would have resulted from redevelopment of the area with office uses consistent with the past uses in this area and as permitted by the zoning.

PLAN COMMISSION RECOMMENDATION

On March 10, 2021, on remand from the City Council, the Plan Commission reconsidered the petition in its entirety. After public testimony and deliberation, the Commission voted 4 to 2 to recommend denial of the zone change request and the request for approval of a Planned Multi-Family Development, Special Use Permit and approval of a plat of consolidation.

In summary the four members voting to recommend denial presented the following findings.

- The surrounding zoning is primarily single family residential.
- The property proposed for rezoning has been in single family residential use for over 90 years and is still viable for that use.

- The trend of development in east Lake Forest is not multi-family.
- The recent purchase of the 373 Westminster property by the developer demonstrates that the property has value in its current condition, without rezoning.
- The proposed condominium building will increase traffic in the area potentially creating a safety issue.
- The size of the proposed building will have a negative impact on the Westminster streetscape harming the general welfare of the community.
- The proposed condominium building will be visible from surrounding significant historic structures.
- Other condominium units are available in the community.
- No evidence was submitted demonstrating that the proposed development will not negatively impact the values of surrounding properties.
- The exterior architecture and functional plan of the development are incompatible with the surrounding area.
- The height and width of the proposed building are incompatible with the Westminster streetscape.
- Multi-family development is extending further east than envisioned by the Master Plan.
- The buffer between the proposed condominium building and the neighboring single family homes is insufficient.
- There is a need to protect the surrounding historic neighborhood.

STAFF EVALUATION

Phase 3 Plan as Currently Proposed

A two story building with roof access for residents of the condominium units is proposed. Six to eight units are planned in the building depending on buyer demand. Underground parking is provided with the entrance ramp to the garage aligned with the building instead of projecting forward toward Westminster.

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

The developer proposes to demolish the existing house and consolidate a portion of the property, a 38 foot wide strip of land along the western edge of the property, into the Phase 3 development site. Acquiring the 373 property allows the developer to address drainage issues on that site that long pre-date the redevelopment occurring in the area and to reduce the height of the proposed condominium building from three stories to two while retaining roughly the same square footage in the building and making the underground garage more functional by increasing the width of a portion of the building. A two story building provides a more appropriate transition between the three story buildings to the west and the homes to the east and north.

A two story building, as opposed to a three story building for the third phase of the project was requested frequently throughout the process to date.

- A two story building eliminates the need to attempt to visually scale down the building using various architectural elements and applied roof forms, such as a mansard roof, to minimize the third floor. The Historic Preservation Commission previously rejected the design aspects, height and massing of the three story building.
- As now proposed, and as previously suggested by some, the Phase 3 building is designed consistent with the two other condominium buildings, which were previously approved by the City Council based on recommendations from the Building Review Board, presenting a cohesive development.
- A two story building offers units most in demand by buyers, ground level and top floor, with access to at grade patios and roof spaces.
- A two story building will be more quickly and fully screened by landscaping than a three story building.

Approvals Requested

1. Zoning

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

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

A zone change request must be considered on its own merits and the unique conditions surrounding the property.

2. Master Plan and Redevelopment Recommendations

The Phase 3 plan as presented is consistent with the framework established by the approved Master Plan. The earlier approvals anticipated up to two buildings as part of the third and final phase of the development, but did not mandate two buildings, and allow a developer to request approval of up to 14 units. Six to eight units are proposed in the current plan, in a single two story building. As directed by the Redevelopment Recommendations as approved by the Plan Commission in August 2016:

- Publicly accessible pedestrian walkways are incorporated into the plan.
- Underground parking is provided for all units.

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

3. Plat of Consolidation

The plat of consolidation combines the various parcels and the alley into a single development parcel.

4. Planned Multi-Family Development/Special Use Permit

Approval is requested of the third and final phase of a Planned Multi-Family Development. The approvals are requested through a Special Use Permit.

Additional Information

Zoning Setbacks

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

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

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

- Front yard setback – 50 feet to the one-story porch element
- Front yard setback – 61/62 feet to the two story mass of the building
- Side yard setback – 23.5 feet
- Rear yard setback – 51 feet

Parking and Traffic

Underground parking exceeding the required number of spaces is provided for all of the tenants, in all three phases. Shared guest parking spaces are provided on the private street. The property is close to public parking lots along the west side of McKinley which can provide additional parking for special occasions. The condominium building can accommodate parking underground and out of view from neighbors and the streetscape as opposed to having multiple driveways or access off of an alley to individual garages as would be the case with duplexes, townhouses or row houses.

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

live near the City center and successful in generating property taxes for the City, school districts and other taxing bodies. There is already buyer interest in the units in the proposed third building.

Building Massing and Height

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

The proposed building is now two stories, not three as previously proposed. A two story building provides a more appropriate transition from the taller buildings to the west to the single family homes to the east. The building as now presented complies with the allowable height. To the top of the parapet the majority of the building measures 28'-7". At one point, the point of the lowest adjacent grade, the top of the parapet measures 30'-6". The top of the penthouse is at 35', the maximum allowable height permitted by right for the property.

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

REVIEW

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

As a refresher and for the benefit of those who may be unfamiliar with the project, a review of past discussions, direction and actions relating to the McKinley Road Redevelopment and specifically to the third phase of the development, is provided below. Given the extensive discussions that have occurred to date, a review is appropriate to allow consideration of the current petition in the context of the discussions to date. The past discussions provide an important framework and acknowledge the time, thought and effort put into planning for the redevelopment of this area by many parties. This project has evolved considerably through the public review process, the developer has responded to Commission and public input with modifications on an ongoing basis.

Master Plan and Phases 1 and 2

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

east, and pedestrian walkways through the development with connections to public streets and the Library.

The first building in the development, Phase 1 of the Plan, is complete. There was great interest in the condominium units, they are sold and occupied. Construction of the Phase 2 building is nearing completion. The second building very closely replicates the first building in architectural style, detailing and exterior materials. The second building is smaller than the first building, however, the width of the building along the McKinley Road streetscape is consistent with the width of the first building. The massing of the second building narrows as it moves to the east providing interest when viewed from the south. The second building is shorter in depth than the first building, providing the opportunity for green space to the north of the Library which will be maintained by the Condominium Owners' Association. The first building has 13 units, including two affordable units. The second building has six units and interior buildout and finishing of the individual units is underway.

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

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

Phase 3 – Discussions to Date

To date the Plan Commission has considered and invited public testimony on the third phase of the McKinley Road Redevelopment over the course of six meetings. A summary of the earlier meeting is provided below.

March, 2019

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

June, 2019

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

September, 2019

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

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

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

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

November, 2019

Modifications to the Plan Since the November Meeting

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

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

At the November meeting, the Commission commented that the elimination of the duplex building on Westminster was responsive to some of the earlier concerns. The Commission raised some continuing concerns about the building mass, height and compatibility with the neighboring homes to the east and the Westminster streetscape. The Commission provided direction particularly with respect to modifying the design of the north elevation and the building elements in that area to more

closely resemble the homes along the street in scale and detailing. The Commission continued the petition requesting further study and refinement of the plan.

December 2019

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

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

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

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

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

January 13, 2021

At the January meeting, the Commission voted three to two to recommend denial of the request for a zone change for a 38 foot wide parcel of land and denial of the plat of consolidation. The Commission took no action on the Special Use Permit because the zone change was seen as a threshold issue in the discussion. On February 2, 2021, the City Council considered the Plan Commission's recommendation to deny approval of the zone change and plat. The Council considered the various options available: uphold the Plan Commission's recommendations and deny the zone change and reject the plat of consolidation, overturn the Plan Commission's recommendations and grant approval, or remand the matter back to the Plan Commission with direction. The Council voted unanimously to remand the matter back to the Plan Commission for reconsideration. In doing so, the Council approved a Resolution which details the reasoning for the remand and provides some guidance to the Commission for further consideration. The Resolution is included in the Commission packet.

Public Notice

Public notice of the Commission's hearing was published in a newspaper of local circulation multiple times and was mailed by the City to residents and property owners in the surrounding area and other interested parties prior to each meeting. The mailing list for this project has been expanded after each meeting to include additional interested parties who presented testimony or requested to receive mailed notices. The agenda for this meeting was posted at various public locations and on the City's website. The Commission's packet was also available on the City's website and linked to the agenda.

McKinley Road - Redevelopment Recommendations

As Modified by the Plan Commission on August 17, 2016

Overall Redevelopment Site

Access/Connectivity (walking, biking, vehicular)

- Promote walkability.
- Provide safe and welcoming pedestrian linkages to the site – make walking and biking safe and inviting for residents of the new development.
- Provide for safe access through the site to the Library.
- Minimize potential conflict points for vehicles and pedestrians/bicycles.
- Limit curb cuts on to McKinley Road.
- Consider a road system that benefits the larger area and serves the new development and existing development in a coordinated manner.
- Consider hardscape materials that slow traffic, add aesthetic value, and create a distinctive neighborhood.
- Consider variances from street standards (width, materials, curbs) if necessary to create a unique development.

Open Space/Public Realm

- Incorporate meaningful open spaces that relate to and serve as an amenity to the new buildings and to surrounding existing development.
- Enhance the streetscapes – limit curb cuts, provide inviting sidewalks, lighting consistent with the Central Business District and landscaping consistent with the landscape dominate streetscapes throughout the community.
- Streetscape character should be of high quality and consistent with the overall character of the Central Business District and surrounding neighborhoods.
- Require underground parking.
- Avoid use of the area for large surface parking lots.
- Incorporate opportunities for some shared parking throughout the redevelopment area.

Aesthetics/Visibility

- Encourage building massing that is respectful and secondary to historic Market Square, the Church on the corner of Deerpath and McKinley Road and the Library.
- Buildings should not exceed three stories. Consider a mix of two-story; two and a half story and three story buildings.
- Recognize that due to the topography change on the property from west to east, some leeway in building height may be necessary.
- Organize buildings along the streetscape to achieve a coordinated, intentional manner, avoid a fragmented streetscape appearance.
- Recognize the prominence of the McKinley Road streetscape as a counterpart to Market Square and as the buffer between the Central Business District and the single family neighborhoods to the east.
- Take advantage of view corridors: to the towers at Market Square, to the train depot, to the Library dome, to the Howard Van Doren Shaw Church.
- Require high quality architectural designs in a manner consistent with the significant historic buildings in this area.

- Require high quality exterior building materials, consistent with the City's adopted Design Guidelines.

Land Use

- Support residential uses and community uses in the area.
- Discourage commercial and office uses east of the railroad tracks.
- Encourage some variety in housing types and housing types that have the potential to attract residents of various ages.

Transition/Buffers

- Assure that the design provides appropriate buffers between the new buildings and existing uses.
- Consider operational and logistical needs of the Library, the Church and the existing condominium building in the design of the overall site plan.

City Property

- Encourage incorporation of the City site in the larger redevelopment area.
- Avoid isolating the City owned parcel for future, incremental development.
- Recognize that the City parcel and/or the adjacent City right-of-way, the alley, are critical to provide for well-designed circulation through the redevelopment area.
- Consider the use of the City property, or some portion of it, to improve circulation on the Library site, to provide for overflow parking and to provide green space to soften and buffer the north side of the Library.

THE CITY OF LAKE FOREST

ORDINANCE NO. 2021 -

AN ORDINANCE AMENDING THE CITY OF LAKE FOREST ZONING MAP AS AMENDED
REZONING A 7,225 SQUARE FOOT PARCEL LOCATED ON THE SOUTH SIDE OF
WESTMINSTER, EAST OF MCKINLEY ROAD, COMMONLY KNOWN AS A PORTION OF
373 E. WESTMINSTER, FROM R-1, SINGLE FAMILY RESIDENCE DISTRICT, TO GR-3,
GENERAL RESIDENCE DISTRICT.

WHEREAS, 373 EW LLC, ("**Owner**") is the owner of certain real property commonly known as the west portion of 373 E. Westminster, consisting of a 38 foot wide strip of land, and legally described in **Exhibit A** and depicted in **Exhibit B**, attached hereto ("**Property**"); and

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

WHEREAS, the Owner has petitioned the City to rezone the Property to the GR-3 General 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 two meetings on January 13, 2021 and March 10, 2021 to consider the request for a zone change as required by law and hear public testimony on the matter; and

WHEREAS, at the conclusion of the January 13, 2021 meeting, the Plan Commission, having fully heard and having considered the evidence and testimony by all those attending the public hearing who wished to testify voted 3 to 2 to recommend

denial of the zone change to the City Council and forwarded a recommendation solely on the zone change, absent a recommendation on the associated Special Use Permit, to the City Council; and

WHEREAS, on February 1, 2021, the City Council considered the Plan Commission's recommendation and remanded the matter back to the Commission for reconsideration of the request in the context of the overall development proposal and directed Commission to provide a recommendation on the entire request, including the zone change and Special Use Permit; and

WHEREAS, on March 10, 2021, the Plan Commission reconsidered the petition in its entirety and, having fully heard and having considered the evidence and testimony by those attending the public hearing who wished to testify forwarded a recommendation to the City Council based on a 4 to 2 vote to deny the request for a zone change; and

WHEREAS, on April 5, 2021, the City Council considered the recommendation of the Plan Commission as well as other applicable factors beyond the purview of the Plan Commission and made the following findings:

1. The 38 foot wide strip of land proposed for rezoning is located adjacent to property zoned GR-3 immediately to the west and is proposed to be consolidated with the adjacent property for development purposes. Property to the northwest, across Westminster, is also zoned GR-3 and the GR-3 zoning further to the north extends east, bordering several properties zoned R-1, similar to the zoning pattern that would result from the proposed rezoning. Applying the GR-3 zoning to the parcel in question is not inconsistent with the zoning pattern in the general area. The GR-3 zoning is commonly used as a transitional zone between office/commercial and single family residential. The parcel proposed for rezoning will expand upon a zoning pattern that is already established in the area.

2. The remainder of the 373 Westminster property will retain its current R-1 zoning classification.
3. The zone change is requested to allow a 7,225 square foot parcel of land, the Property, to be added to the immediately adjacent third phase of a planned residential development. The multi-family use proposed for the development site, inclusive of the parcel to be rezoned, is not inconsistent with the existing uses in the area including other multi-family buildings immediately to the west. The parcel to be rezoned will be incorporated into the final phase of a multi-building development and facilitates a two multi-family building providing an appropriate transition from the taller buildings to the west to the single family homes to the east. Other surrounding uses, in addition to single family homes, include condominium buildings, an apartment building, a Church which is authorized through a Special Use Permit, the Library, the train station and railroad tracks, and the Central Business District to the west, within walking distance. This area overall contains a mix of uses and the proposed rezoning will not permit uses that are inconsistent with the established used in the area.
4. The Property is suitable for incorporation into a multi-family planned development on the adjacent property. The strip of land is located at the edge of the R-1 zoning district. The proposed rezoning only slightly shifts the existing boundary between the R-1 and GR-3 zoning districts. The parcel is in a transition area and presently, there is a void on the streetscape between the higher density uses and larger building masses to the west, and the single family neighborhood to the east and north. The development that is enabled by the zone change steps down from larger buildings to smaller scale buildings and will create a landscaped front yard similar to front yards of single family properties in the neighborhood. The proposed two story condominium building will extend 14.5 feet on to the parcel proposed for rezoning allowing space for a substantial landscape buffer on the 38 foot wide parcel. In addition, the rezoning and incorporation of the west 38 feet of the 373 Westminster property will facilitate improvements to the site by providing the opportunity for regrading beyond the limits of the original phase three parcel and the installation of storm sewers.
5. Properties in the vicinity of the Property have recently experienced redevelopment. As part of a long term plan, as the parcels along McKinley Road became available for redevelopment, multi-family residential development replaced office buildings. A Master Plan was approved by the City Council in 2017 identifying the area immediately west and adjacent to the parcel to be rezoned for multi-family residential development and more specifically, as an area of transition from the higher density and larger buildings to the west, to the single family homes to the

east. The proposed rezoning furthers redevelopment of a property, 373 E. Westminster, that has suffered from deferred maintenance and drainage issues.

6. The requested zone change is reasonably necessary to allow the third phase of the planned multi-family development, as contemplated in the previously approved Master Plan, to be completed in a manner that provides an appropriate transition to the adjacent single family homes. Completion of the development will achieve the goal of offering additional opportunities for residential units near the Central Business District which is in the best interest of the overall community by adding to the vitality and customer base for local businesses. In its current condition, the 38 foot strip of land, as part of the 373 Westminster property, does not enhance the character of the historic district and is the subject of ongoing drainage problems.

and determined that in consideration of the applicable criteria, the zone change for the Property from R-1 Single Family Residence to GR-3, General Residence as hereinafter set satisfies the applicable rezoning criteria in the City Code; and

WHEREAS, the Mayor and City Council, having considered Owner's application to rezone the Property, the recommendation of the Plan Commission, and the broader interests of the community have determined that it is in the best interests of the City and its residents to rezone the Property from R-1, Single Family Residence District, to GR-3 General Residence District;

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

SECTION 1. Recitals. 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-1, Single Family Residence District, to GR-3 General 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 _____, 2021

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ____ DAY OF _____, 2021

MAYOR

ATTEST:

City Clerk

Exhibit A

Legal Description

A portion of Lot 4 in R. H. Mabbatt Subdivision of Lots 130, 131, and 134 of Lake Forest, (except the Westerly 75.00 feet of said Lot 134 and except the Easterly 76.00 feet of said Lot 130); All in the North $\frac{1}{2}$ of Section 33, Township 44 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded as Document #1118216 in Block 38 of Plats on page 2 in the office of the Recorder of Deeds in Lake County, Illinois.

BLECK

engineers | surveyors

Bleck Engineering Company, Inc.
1375 North Western Avenue
Lake Forest, Illinois 60045
T 847.295.5200 W bleckeng.com

McKinley Condos

Lake Forest, IL



0' 25' 50' 75'
Scale 1" = 50'

ISSUED DATE	ISSUED FOR
09.22.2020	STUDY
MM/DD/YYYY	REVISION #
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MCKINLEY PARTNERS, LLC
1000 N. WESTERN AVE
LAKE FOREST, IL 60045

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

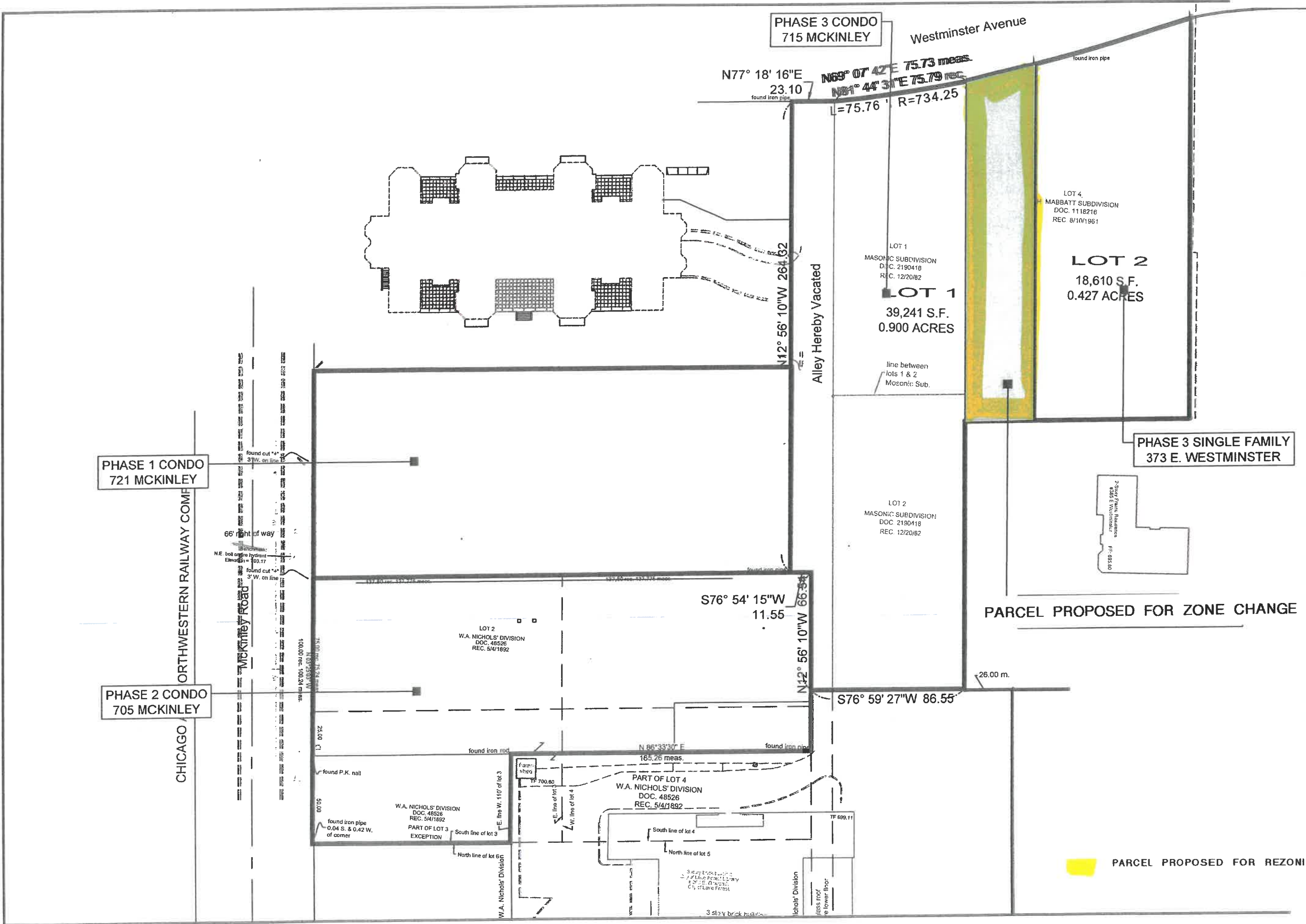
Drawing No.

EXHIBIT B

PARCEL PROPOSED FOR REZONING

Drawing Name

PROPERTY EXHIBIT



Surveyed by: [Name] Date: [Date] Project: [Project Name] Scale: 1" = 50' Drawing: [Drawing Name]

THE CITY OF LAKE FOREST

ORDINANCE NO. 2021 - ____

AN ORDINANCE GRANTING APPROVAL OF A PLANNED MULTI-FAMILY DEVELOPMENT, PHASE THREE OF THE MCKINLEY ROAD REDEVELOPMENT, THROUGH A SPECIAL USE PERMIT AND APPROVAL OF THE ASSOCIATED PLAT OF CONSOLIDATION FOR THE DEVELOPMENT SITE LOCATED EAST OF MCKINLEY ROAD AND SOUTH OF WESTMINSTER

MCKINLEY ROAD PLANNED DEVELOPMENT – PHASE 3 CONDOMINIUM

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), Section 159.047 (Planned Developments), Section 159.048 (Historic Residential and Open Space Preservation), and Chapter 156.029 Final Plat Approval of the Lake Forest Zoning Code ("**Zoning Code**"), the City has established provisions for Planned Multi-Family Developments to "provide a safe and desirable living environment characterized by a unified building and site development plan, to preserve natural features of the site, to provide adequate open space for passive recreation and other outdoor living purposes and to offer diverse housing within walking distance of restaurants, stores and services. " Said provisions authorize parcels in the General Residence and Office Districts meeting the established criteria to be developed

as a Planned Multi-Family Development, a type of planned development that allows for an architecturally unified development consisting of multiple buildings, shared roadways and common areas that may be constructed over time, in phases, subject to a determination by the City that specific criteria are satisfied; and

WHEREAS, the property proposed for development as the third phase of the McKinley Development is zoned GR-3 and is within the Historic Residential and Open Space Preservation District; and

WHEREAS, 361 Westminster LLC, ("**Developer**") is the contract purchaser of a portion of the property legally described in **Exhibit A-1** and commonly known as 361 E. Westminster and the owner of the adjacent 38 foot strip of land commonly known as the western portion of 373 E. Westminster legally described in **Exhibit A-2**; both Exhibits are attached hereto and by this reference made a part of this Ordinance and collectively ("the **Property**"); and

WHEREAS, the Developer, with the consent of the Owner, has presented a plan for the third phase of a planned multi-family development to the City as provided for in the regulations pertaining to Planned Multi-Family Developments which plan includes a site plan, landscape plan and plat of consolidation all as more fully described in Section 2 of this Ordinance (the "**Development Plan**"); and

WHEREAS, the Development Plan in various iterations each responding to public comment and direction from the Commission, was considered by the Plan Commission at a public hearing held over the course of six meetings the first of which was held in June, 2019; and

WHEREAS, on December 11, 2019, the Plan Commission voted 6 to 0 in support of a motion that found the plan as then presented, a three story building, to be in general compliance with the approved Master Plan for the area; and

WHEREAS, the plan as supported by the Plan Commission in December, 2019 was forwarded to the Historic Preservation Commission for review of the design aspects and after deliberation, the height of the building was determined to not provide an appropriate transition between the larger, more intense uses to the west, and the single family homes and historic district to the north and east; and

WHEREAS, in response, the Developer further reconfigured the building to a two story mass with a wider footprint at the north end; and

WHEREAS, on March 13, 2021, the Plan Commission concluded its review of the reconfigured Development Plan as now presented, closed the public hearing and voted 4 to 2 to recommend denial of the Development Plan to the City Council primarily based on concerns about the potential for a broad negative impact on the Local Historic District resulting from the zone change associated with the two story, wider building as well as concern about the appropriateness of the transition offered by the Development Plan from the existing developments to the east and west; and

WHEREAS, the Mayor and City Council of The City of Lake Forest having fully considered the Plan Commission's review and recommendation regarding the third phase of the Planned Multi-Family Development and the Development Plan; and having also considered the history of planning for this area; the decisions and

actions of previous Boards, Commissions and Councils; and previously approved plans, goals and applicable Code provisions; has determined that the Development Plan as now presented satisfies the criteria for a Planned Multi-Family Development and a Special Use Permit as detailed in the findings attached hereto and made a part hereof as **Exhibit B** and is in the best interest of the City and that its residents will be served by approving this Ordinance granting approval of the Planned Multi-Family Development, Special Use Permit and Plat of Consolidation, 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 Development Plan and Plat of Consolidation. The Development Plan for the Property, consisting of the following documents:

- (a) That certain revised Site Plan prepared by Witmer & Associates consisting of one (1) sheet entitled "McKinley Road Development Phase 3 Site Plan" dated March 9, 2021, a copy of which is attached as **Exhibit C** to this Ordinance (the "**Site Plan**"); and
- (b) That certain Plat of Consolidation prepared by Bleck Engineering, consisting of one (1) sheet entitled "Plat of Consolidation" dated December 16, 2020, a copy of which is attached as **Exhibit D** to this Ordinance (the "**Plat of Consolidation**"); and
- (c) That certain Preliminary Landscape Plan prepared by Mariani Landscape, consisting of one (1) sheet entitled "Phase 3 Landscape Plan East Building" dated January 27, 2021, a copy of which is attached as **Exhibit E** to this Ordinance (the "**Preliminary Landscape Plan**"); and

is hereby approved pursuant to Sections 159.045, 159.047 and 159.048 of the Zoning Code, and the Plat of Consolidation 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 Planned Multi-Family Planned Development, Special

Use Permit and Plat Approvals. The 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 Sections 159.045, 159.047 and 159.048 of the Zoning Code and Section 156.029 of the Subdivision Code:

- (a) No Authorization for Development Activity. The granting of these 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 and all conditions of this Ordinance are met to the satisfaction of the City in its sole determination.
- (b) Recordation of the Plat. Prior to the recording of the Plat of Consolidation, 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 prior to recording with Lake County 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:

- The incorporation and organization of a Homeowners' Association, individually and as part of the Master Association for the overall Planned Multi-Family Development which association will be responsible for all ongoing maintenance of all private infrastructure including, but not limited to, all aspects of the storm sewer system including swales, the common and publicly accessible green space, sidewalks throughout the development, the east/west and north/south private roads and landscaping and all amenities. The plat (either by note or incorporation of a declaration of covenants for the Homeowners' Association) shall also grant and reserve to the City the right to enter on the property and conduct maintenance in the event that it determines that proper maintenance is not being performed, but only after providing the Association with an opportunity to take corrective action. The cost for any work performed by the City or performed under the City's direction, including overhead costs, will be assessed to the Association and shall be a lien on the entire Property, which lien shall have priority over any lien of the Association.
 - A note stating that the landscaping must be maintained in a form substantially consistent with the approved Final Landscape Plan in perpetuity, recognizing that if a particular species fails to thrive, with City approval, alternate species may be substituted if replanting is necessary.
 - Public access easements over the private roads, sidewalks and green space at the south end of the Phase 3 development site shall be noted on the plat.
- ii. All required financial guarantees (including guarantees for completion of the infrastructure, plantings, 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) Commencement of Construction. *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, if applicable, and proof of such approvals reasonably satisfactory to the City Engineer shall be delivered to the City.

- ii. Developer shall secure approvals of the design aspects of the development including architectural design and details, exterior materials, exterior lighting, decorative elements and landscaping.
 - iii. Final Engineering Plans in conformance with the Site Plan and Landscape Plan as approved by this Ordinance subject to modification based upon final approvals by the City's Historic Preservation Commission, the conditions in this Ordinance, as well as all required final engineering related documents. Such modifications shall be submitted and will be subject to a determination by the City that all applicable requirements are satisfied.
 - 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. The plan shall reflect temporary fencing and landscape screening, interim drainage from the construction site and provide for off site contractor parking.
 - vi. A "**Final Landscape Plan**," drawn on the approved, final grading and drainage plan shall be submitted and shall be subject to review and approval by the City Arborist after verification that the plan complies with the following requirements.
 - o Substantial compliance with the "**Preliminary Landscape Plan**".
 - o Diversity in species, general use of native species, avoidance of a mono culture and no planting of invasive species.
- (d) During Construction. *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. Construction traffic shall be prohibited from parking or staging on Westminster. All contracts for work on the Property shall stipulate the approved construction route as designated by the City Engineer.
 - ii. All construction staging areas and the construction site shall be enclosed with chain link fencing with affixed fabric during the entire construction process unless otherwise approved in writing by the City Engineer or Director of Community Development.
 - iii. 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, 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) Issuance of Building Permits. *Prior to the issuance of building permits the following condition shall be met to the satisfaction of the Director of Community Development.*
 - i. 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.
- (f) General Conditions. *On an ongoing basis, the following conditions shall be met to the satisfaction of the City Engineer and Director of Community Development:*
 - i. After City approval of infrastructure improvements in the development, a three-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 three-year period, the landscape guaranty security shall be returned to the Developer or designee, but the City shall have the ongoing right to periodically inspect the landscaping along the north and east perimeter of 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).
 - ii. All contractors shall comply with the permitted construction hours as stated in the Code. No staging of construction vehicles or equipment is permitted prior to the permitted construction starting time.

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.

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 acceptable to the City, 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 portion of the Property that is subject to a Purchase/Sale Agreement 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 90 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.

PASSED this ____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

EXHIBIT A - 1

Property Legal Description

Lots 1 and 2 of Masonic Subdivision, being a subdivision in the Northeast Quarter of the Northwest Quarter of Section 33, Township 44 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded December 20, 1982 as Document 2190418, in Lake County, Illinois.

A portion of Lot 4 in R. H. Mabbatt Subdivision of Lots 130, 131, and 134 of Lake Forest, (except the Westerly 75.00 feet of said Lot 134 and except the Easterly 76.00 feet of said Lot 130); All in the North $\frac{1}{2}$ of Section 33, Township 44 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded as Document #1118216 in Block 38 of Plats on page 2 in the office of the Recorder of Deeds in Lake County, Illinois.

EXHIBIT A - 2

Property Legal Description

A portion of Lot 4 in R. H. Mabbatt Subdivision of Lots 130, 131, and 134 of Lake Forest, (except the Westerly 75.00 feet of said Lot 134 and except the Easterly 76.00 feet of said Lot 130); All in the North $\frac{1}{2}$ of Section 33, Township 44 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded as Document #1118216 in Block 38 of Plats on page 2 in the office of the Recorder of Deeds in Lake County, Illinois.

EXHIBIT B

Findings of Fact

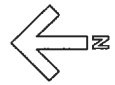
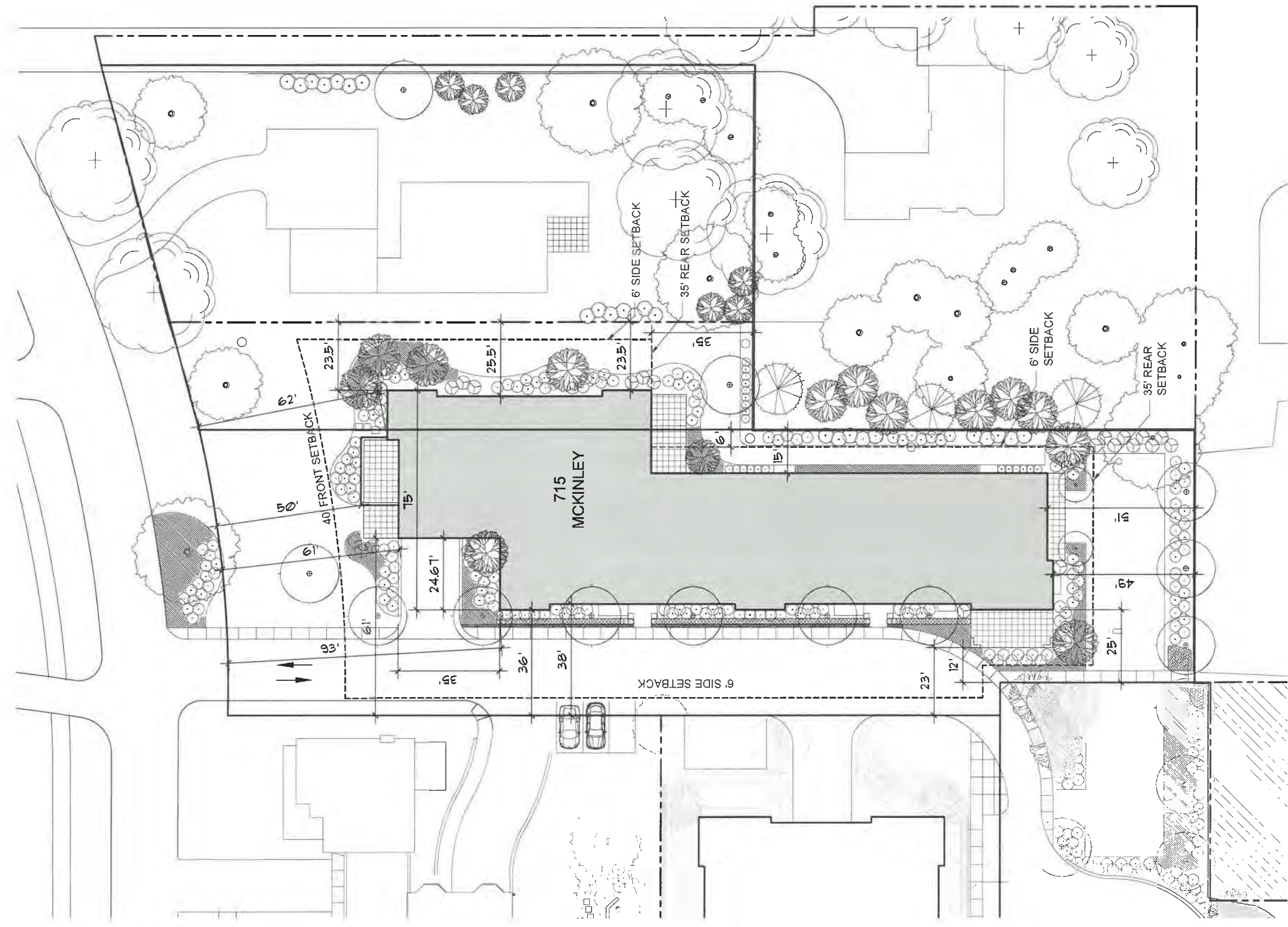
1. The Development Plan provides housing types that are available only in limited supplies in the community.
2. The Development Plan supports alternative modes of transportation due to its proximity to walking and bicycle paths and the train station.
3. The Development Plan supports and brings vitality to the Central Business District by locating new residential units within walking distance of restaurants, retail stores and services businesses.
4. Development Plan locates housing near community institutions: churches, the Library, Gorton Community Center, Lake Forest College, and the History Center.
5. The establishment, maintenance or operation of the use will not be detrimental to or endanger public health, safety, morals, comfort or general welfare. The proposed use in conjunction with the earlier phases of the McKinley Development are part of a long term plan to transition uses in this area from office buildings to multi-family residential. This change reduces traffic congestion and parking needs that would have resulted from redevelopment of the area for office uses as permitted by the current zoning on some of the parcels in the overall development. The building will be constructed to current building and life safety codes and, landscaping is planned to soften the currently bare streetscape in this area creating a landscaped entrance into the historic district consistent with landscaped streetscapes found throughout the historic district.
6. The use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted and will not substantially diminish or impair property values within the neighborhood. The proposed development will provide certainty in a transition area that long has been somewhat of an eyesore along the streetscape. All required zoning setbacks are met and in most cases exceeded by the proposed building and the height of the building is in compliance with the height permitted by the code and not inconsistent with surrounding homes to the north and east. No documentation has been submitted to demonstrate that the proposed development will substantially diminish or impair property values in fact, providing certainty around how the property will be developed and replacing a 1960's residence with a new residence which will be subject to review and approval by the Historic District will help to support property values in the surrounding area.

7. The use will not impede the orderly and normal development and improvement of surrounding properties or open the door for other multi-family developments since each development petition must be considered on its own merits. Properties in the vicinity are for the most part developed. Redevelopment is occurring in a normal and orderly manner on property several lots to the east, on the four lots recently created through the Swift Subdivision. Those parcels are more centrally located in the historic district, surrounded on all sides by historic properties in the historic district, unlike this property which is located at the very edge of the historic district, adjacent to large multi-family buildings to the west. The use will not negatively affect or detract from the vitality or the character of the nearby business district.

Restoration and enhancements to the Library site are currently under consideration. Library representatives have been engaged in the redevelopment discussions for this area since the early deliberations on the Master Plan. A conscious decision was made to require a publicly accessible green space to the north of the Library on the Phase 3 development site and pedestrian connections to and through the new development connecting the adjacent residential neighborhood more directly with the train station and the Library. The Library renovation plans do not contemplate the need for expansion of the Library in a linear fashion to the north but instead, the concept being pursued anticipates renovation of the existing building and alterations on the existing Library site.

8. The architectural appearance and functional plan are not incompatible with the surrounding area. The building as proposed replicates the two previously approved buildings in a two story mass rather than three story mass. The design aspects of the building, the exterior materials and landscaping will all be subject to review and approval by the Historic Preservation Commission.
9. Adequate utilities, access roads and drainage facilities are in place to serve the proposed development. The phase three property was previously developed with an outbuilding from an early estate and the properties on which phases one and two of the development were constructed were previously developed with three office buildings. A stormwater management plan, reflecting drainage and grading improvements, has been developed. The proposed improvements include regrading and the installation of storm sewers on the development site as well as on neighboring properties to the east, 373 and, if the owners agree, on 385 E. Westminster subject to approval by the City. The 373 Westminster property is low lying and currently is impacted by stormwater flowing east on Westminster from McKinley Road and from the south. Improvements to this condition are planned as part of the development.
10. Adequate measures will be taken to provide ingress and egress to minimize traffic congestion on public streets. Two vehicle access points to the overall

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



MCKINLEY ROAD DEVELOPMENT
PHASE 3 SITE PLAN
March 9, 2021
SCALE: 1"= 30'

Witmer & Associates
Architecture and Interior Design
witmerandassoc.com



PLAT OF CONSOLIDATION 355/361 E. Westminster

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

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

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

Dated at _____, Illinois, this _____ day of _____, 2021.

By: **OWNER:** 353 Westminster, LLC
1000 N. Western Avenue
Lake Forest, IL 60045
BY: Todd Altounian, Its Manager

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

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

personally known to me to be the same person(s) whose name is subscribed to the adjacent certificate of ownership, appeared before me this day in person and individually acknowledged that they did sign and deliver the ownership certificate as his free and voluntary act, and as the free and voluntary act for the purpose and use therein set forth.

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

Notary Public
My notarial commission expires on _____, 20____.

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

By: _____
OWNER or Representative

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

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

PARCEL 1:
LOTS 1 AND 2 OF MASONIC SUBDIVISION, BEING A RESUBDIVISION OF THE WESTERLY 75 FEET OF LOT 134 OF ORIGINAL LAKE FOREST, BEING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 1982 AS DOCUMENT 2180418, ALSO TO INCLUDE THE ALLEY LYING WEST OF AND ADJOINING SAID LOTS 1 AND 2, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:
LOT 4 (EXCEPT THE EASTERLY 88.00 FEET THEREOF) IN R.H. MABBATT SUBDIVISION OF LOT 131 AND PART OF LOT 130 AND 134 OF LAKE FOREST IN THE NORTH HALF OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID R.H. MABBATT SUBDIVISION, RECORDED AUGUST 10, 1961, AS DOCUMENT 1118218, IN LAKE COUNTY, ILLINOIS.

TOTAL AREA 0.80 ACRES.

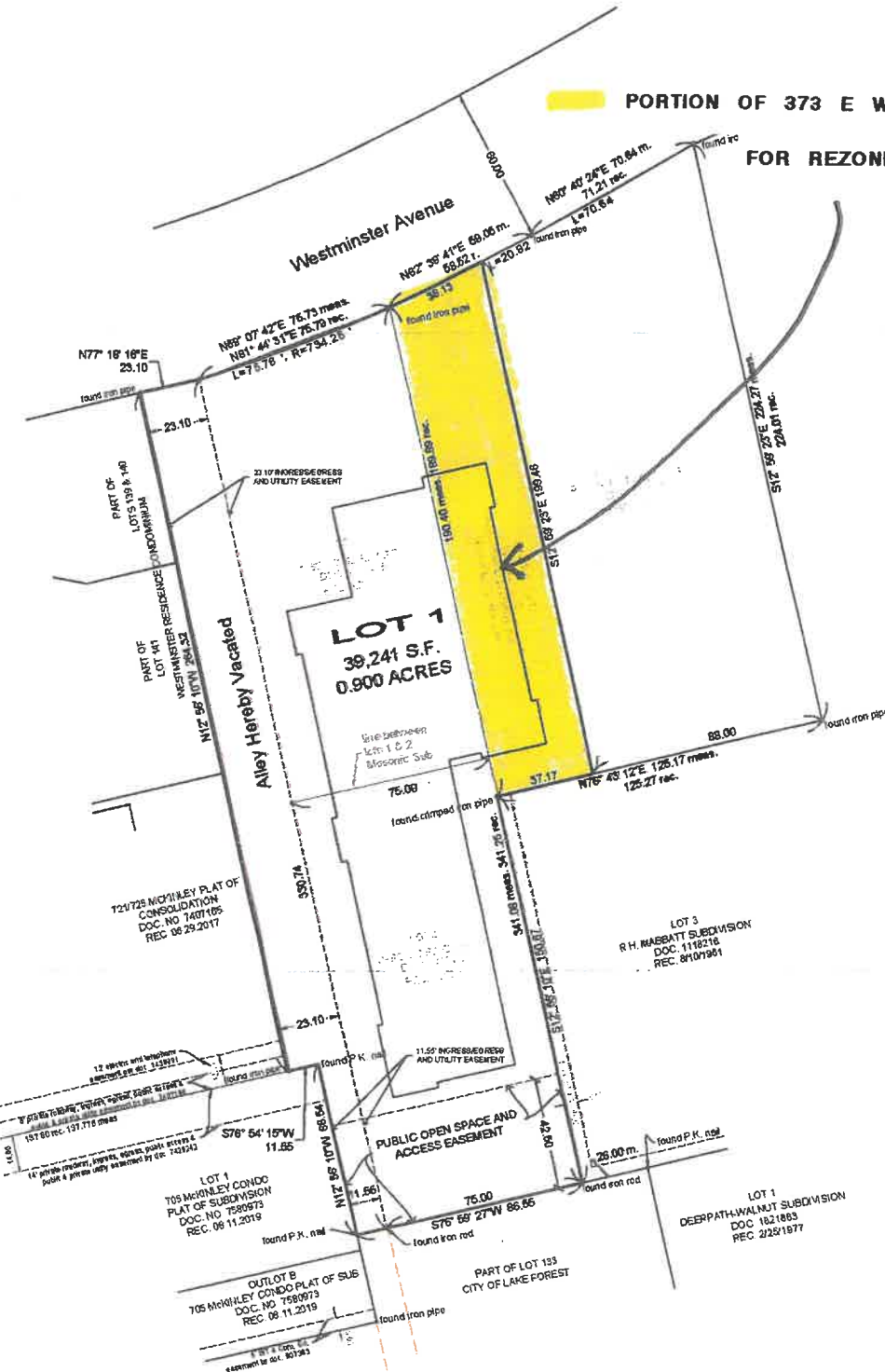
I have monumented the corners of the lots shown hereon and all points of curvature and points of tangency with iron rods (unless noted otherwise), and that the plat hereon drawn is a true and correct representation of the survey and staking. All dimensions shown hereon are in feet and decimals thereof.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

I further certify that the property shown hereon is not within a special flood hazard area as identified by the Federal Emergency Management Agency Community Panel No. 17087C0180K dated September 18, 2013. I also certify that the property included in this plat of subdivision is within the corporate limits of the City of Lake Forest, which has adopted an official Village Plan and is exercising the special powers authorized by Division 12 of Article 11 of the municipal code of the State of Illinois.

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

Dated at Lake Forest, Illinois, this _____ day of _____, 2021.

Registered Illinois Land Surveyor or 3591



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

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

Signed _____
City Surveyor and Engineer

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

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

Signed _____
Chairman of said Plan Commission

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

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

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

Signed _____
Marshal of said City of Lake Forest

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

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

Signed _____
Mayor
Attest _____
City Clerk

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

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

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

This _____ day of _____, A.D. 2021.

Signed _____
County Clerk
Lake County, Illinois

PROJECT NO. 70-946-3
DECEMBER 10, 2020



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

Black Engineering Company, Inc.
1375 North Western Avenue
Lake Forest, Illinois 60045
T 847.295.5200
www.blackeng.com

EXHIBIT E

300 Rockland Road Lake Bluff, Illinois 60044
Phone: 847.234.2172 Fax: 847.234.2754

mariani
landscape

Project:

721 N.
McKINLEY RD.

LAKE FOREST, IL

WESTMINSTER

Issued: 01/07/2021

Date:	Description:	By:
01.27.2021	Revised Landscape Plan	CB

Designed: CS/SD Approved: CS

Street View:

PHASE 3
LANDSCAPE PLAN
EAST BUILDING

Scale: 1" = 10'-0"

Sheet No:

 L-7.3

Project No: 715 McKINLEY 16037

EXHIBIT F
Unconditional Agreement and Consent

Pursuant to Section Six of The City of Lake Forest Ordinance No. 2021 - ____ ("**Ordinance**"), and to induce the City Council to grant the approvals provided for in such Ordinance, the undersigneds acknowledge for themselves and their successors and assigns in title to the Property that they

1. have read and understand all of the terms and provisions of Ordinance No. 2021 - ____;
2. hereby unconditionally agree to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of this Ordinance, The City of Lake Forest City Code, and all other applicable codes, ordinances, rules, and regulations;
3. acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's issuance of any permits for the use of the Property, and that the City's issuance of any permit does not, and shall not, in any way, be deemed to insure the Owners against damage or injury of any kind and at any time;
4. acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance;
5. agree to and do hereby hold harmless, defend, and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of these parties with respect to the Property and the City's adoption of the Ordinance or granting the approvals to the Owners pursuant to the Ordinance, except as may arise from the City's gross negligence or willful misconduct, and provided that the City shall assert its available immunities in connection with such claims; and
6. represent and acknowledge that the persons signing this Unconditional Agreement and Consent are duly authorized to do so on behalf of the Owners of the Property.

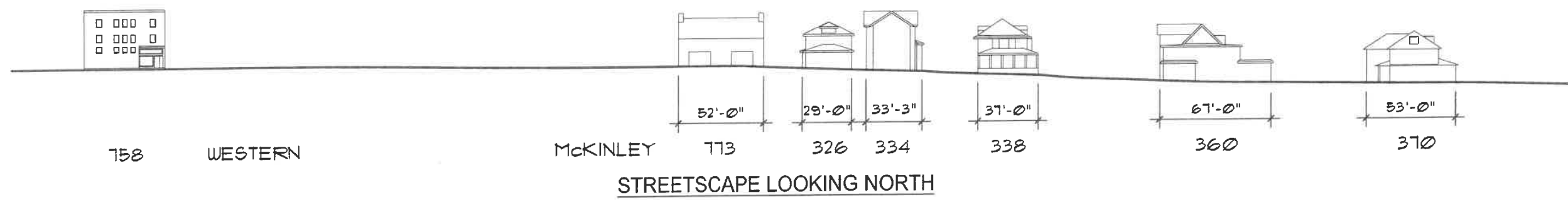
DEVELOPER: _____

By: _____

Its _____

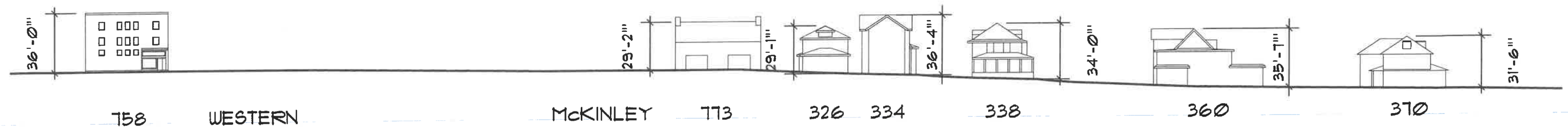
ATTEST:

Background Material



PROPOSED PHASE 3 BUILDING



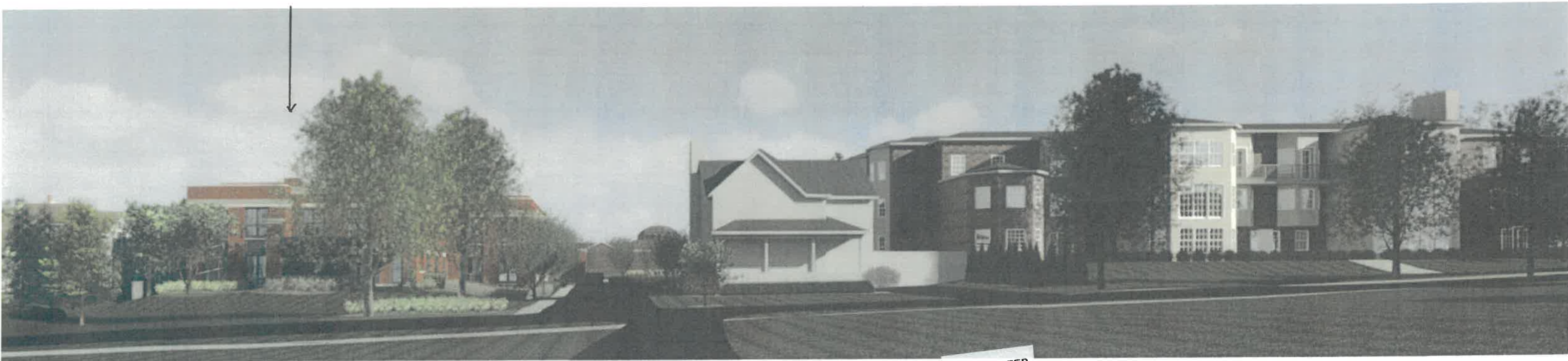


STREETSCAPE LOOKING NORTH



STREETSCAPE LOOKING SOUTH

PROPOSED PHASE 3 BUILDING



WESTMINSTER

PROPOSED PHASE 3 BUILDING



WESTMINSTER





EAST ELEVATION



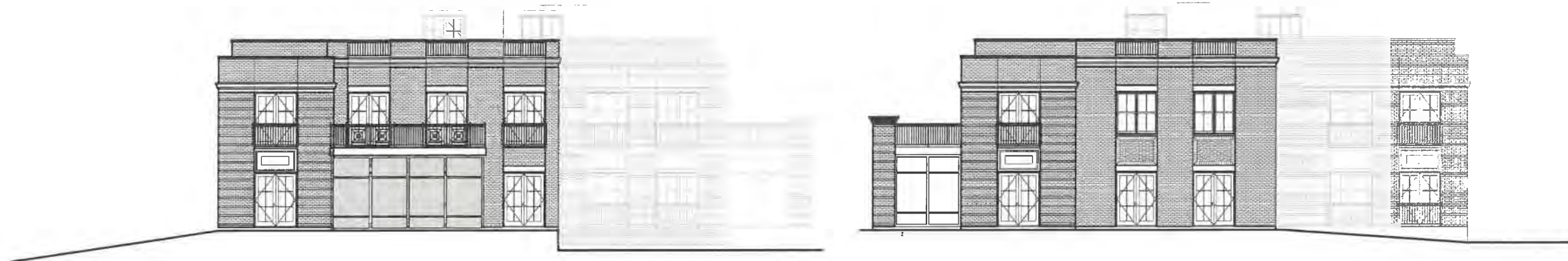
NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION



Witmer & Associates
Architecture and Interior Design
witmerandassoc.com

715 MCKINLEY ROAD ELEVATIONS

March 9, 2021 SCALE: 1/16" = 1'-0"



March 19, 2021

Mayor George Pandaleon
The City of Lake Forest
220 E. Deerpath
Lake Forest, IL 60045

Dear Mayor Pandaleon:

On behalf of The Ragdale Foundation ("Ragdale"), I am requesting that The City of Lake Forest (the "City") make a loan to Ragdale in the principal amount of \$1.5 million, bearing interest at 2% per year based on the outstanding amount of the loan, to be paid back in full within five years of the date the loan proceeds are disbursed. Here is an explanation of the need for and purpose of the loan.

Ragdale has embarked upon a capital campaign seeking to raise \$6 million or more in connection with the following initiatives and projects: (a) paying for the construction of the Studio House of Dance and Music, including The Sybil Shearer Studio (full cost approximately \$1.9 million, funded in part by a \$1.5 million gift from the Morrison-Shearer Foundation); (b) creating accessible paths on the Ragdale campus (approximate cost of \$200,000); (c) restoration of the historic Howard van Doren Shaw garden (approximate cost of \$500,000); (d) renovation of and repairs to the Barnhouse (cost projections underway); and (e) increase the Ragdale endowment to help pay for the operating costs of the enhancements to the expanded Ragdale campus. These are among the important initiatives and projects Ragdale is currently working on.

As of this date, Ragdale has received pledges of approximately \$2,850,000, with some of the payments to be made over a five-year period, and others to be made in shorter amounts of time, depending on the desires of the donors. The Capital Campaign has just begun, and Ragdale expects to conduct both "internal" and "external" phases over the next two years. The loan from the City will allow Ragdale to pay for the ongoing and upcoming projects -- in particular, the building and completion of the Studio House of Dance and Music; accessibility on the Ragdale campus; and plans for the garden and the Barnhouse. The loan will be repaid through the pledges obtained and realized over the five-year pledge period. The loan from the City will allow Ragdale to pay for the ongoing and upcoming projects described above, and other initiatives we are currently working on.



We thank the City for its consideration of this loan which will materially help with the exciting transformation and expansion of the Ragdale campus, allowing Ragdale to serve even better its 200-some artists in residence each year, and to serve the artistic and cultural interests of the community of Lake Forest and beyond. Based on the historical and future relationship of the City and Ragdale, we expect that the completion of the projects we are currently working on will add more than \$3 million in assets to the City's balance sheet, at no cost to the City. The additional projects Ragdale is planning will expand the value of the City's assets by a greater amount.

Under all of the circumstances, I request that the City agree to provide this loan without requiring Ragdale to post collateral. This may be an unusual request, but given Ragdale's history of creditworthiness — in particular, Ragdale's performance under the City's 2011 loan of \$2 million for the \$3.4 million complete renovation of the "Ragdale House" — Ragdale's substantial additions to the City's balance sheet, and the nearly \$3 million in pledges already received, we think the request is reasonable.

Please let me know if you have any questions at all.

Sincerely yours,

Barbra Schumann
President of the Board of Trustees
The Ragdale Foundation

IMAGE OF NEW MUSIC AND DANCE STUDIO – UNDER CONSTRUCTION

