# THE CITY OF LAKE FOREST CITY COUNCIL AGENDA

Monday, April 19, 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/85630419576?pwd=UW5ZeU1HL0w2cjN6d0RTeW1JWk02dz09 Webinar ID: 856 3041 9576 Passcode: 1861

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

Immediately Following Finance Committee

PLEDGE OF ALLEGIANCE

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

#### 1. COMMENTS BY MAYOR

# A. Approval of a Resolution of Appreciation for Retiring HR Director, DeSha Kalmar

A Copy of the resolution can be found beginning on page 24.

# <u>COUNCIL ACTION</u>: Approval of a Resolution of Appreciation for Retiring HR Director, DeSha Kalmar

#### 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
<b></b>	

#### FINANCE COMMITTEE

### 1. Approval of the Comprehensive Fiscal Plan for FY2022

PRESENTED BY: James Morris, Finance Committee Chairman Staff Contact: Elizabeth Holleb, Finance Director (847-810-3612)

**PURPOSE AND ACTION REQUESTED:** Staff requests approval of the Comprehensive Fiscal Plan for Fiscal Year 2022 (May 1, 2021 to April 30, 2022).

**BACKGROUND/DISCUSSION:** The City Council Finance Committee has reviewed various components of the Comprehensive Fiscal Plan for FY2022 at several public meetings over the past seven months. The Comprehensive Fiscal Plan includes the annual operating and capital budget for FY22, but also incorporates other financial related aspects including the Strategic Plan, financial policies, Five-Year Capital Improvement Program, five year financial forecasting, debt obligations, pay plan and personnel. The proposed Comprehensive Fiscal Plan is presented for final approval this evening. The document has been provided to the City Council under separate cover and was made available on the City's web site on April 12, 2021.

The following notable changes have been made to the budget figures since the March 8 Finance Committee meeting:

- Compensation adjustments are now reflected within the operating department budgets for all funds
- An Administrative Assistant I position was moved from the City Manager's Office to Community Development, along with associated responsibilities including coordination of special events
- A new Management Analyst position was added to the City Manager's Office to reflect increased need for policy analysis and project management
- FY21 Transfer from General Fund to Capital Fund increased from \$300,000 to \$1.05 million reserved for FY23 capital projects
- FY21 Transfer from General Fund to Parks and Recreation Fund of \$500,000 to offset revenue losses sustained due to COVID 19 impact on programming
- Income Tax revenue for FY22 adjusted from a 75% to 80% assumption
- FY22 Transfer from General Fund to Capital Fund of \$250,000 reserved for FY23 capital projects

#### PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
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City Council Finance Committee	3/8/21	Operating Budget
City Council Finance Committee	1/19/21	Capital Budget Update; City Council Fiscal Policy Approved
City Council	12/7/20	Adoption of Tax Levy; Fees
City Council	11/16/20	First Reading – Tax Levy; Fees
City Council Finance Committee	11/9/20	Capital Budget; Tax Levy; Fees
City Council Finance Committee	10/19/20	Fiscal Policy; Tax Levy Estimate
City Council Workshop	9/21/20	Long Term Capital Budget Process

**BUDGET/FISCAL IMPACT:** The proposed revenues for FY2022 total \$92.5 million compared to total expenditures for FY2022 of \$91.8 million. The proposed plan is balanced with all operating expenditures covered from current revenues. Capital expenditures are funded from current revenues and reserves in excess of the City Council's Fiscal Policy. A fund balance deficit that continues to be projected for the Laurel/Western TIF Fund is funded from temporary inter-fund loans.

# COUNCIL ACTION: Approval of the Comprehensive Fiscal Plan for Fiscal Year 2022

2. Consideration of an Ordinance making a Supplemental Appropriation for the Fiscal Year Beginning May 1, 2020 and Ending April 30, 2021 (First Reading, and if Desired by the City Council, Final Approval)

PRESENTED BY: Alderman James Morris, Finance Committee Chairman and Elizabeth Holleb, Finance Director (847-810-3612)

**PURPOSE AND ACTION REQUESTED:** It is recommended that the City Council approve a supplemental appropriation at the end of each fiscal year for any fund that is anticipated to exceed the original appropriation. Staff requests first reading and if desired by the City Council, final approval of an Ordinance making a supplemental appropriation in Fiscal Year 2021.

**BACKGROUND/DISCUSSION:** Based on year-end estimates provided by operating departments during the FY2022 budget development, supplemental appropriations are anticipated to be required as follows:

# Laurel/Western Redevelopment (TIF) Fund - \$200,000

Due to TIF Property Tax increment exceeding FY21 budget projections, an increased payment to School Districts 67/115 are required under State Statute.

# Water and Sewer Capital Fund - \$150,000

Current projections for expenses in this fund would exceed the FY21 appropriation ordinance. These expenses are approved by the City Council. For example, unanticipated expenses associated with main break repairs of \$84,800 was approved by the City Council on September 8, 2020. Similarly, the City Council will consider approval of a purchase of property on April 19 that was not anticipated in the FY21 budget.

**BUDGET/FISCAL IMPACT:** The supplemental appropriations required to meet legal compliance as presented in the Ordinance are: \$200,000 in the Laurel/Western Redevelopment (TIF) Fund and \$150,000 in the Water and Sewer Capital Fund. The supplemental appropriations are funded from unanticipated revenue for the TIF Fund and from fund balance reserves for the Water/Sewer Capital Fund.

<u>COUNCIL ACTION</u>: If determined to be appropriate by the City Council, waive first reading and grant final approval of the Ordinance (page 26) making a supplemental appropriation for the fiscal year beginning May 1, 2020 and ending April 30, 2021

# 3. Annual Vendor Approval

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

**PURPOSE AND ACTION REQUESTED:** Staff requests approval of the vendors listed on **page 29** for FY2022.

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

Section 38.37(A) provides that contracts with vendors or other providers delivering supplies or services on an unspecified but ongoing basis in annual amounts anticipated to exceed \$25,000 shall be presented to the City Council for consideration as part of the review and approval of the City budget.

The attached list identifies the vendors requested for approval for FY2022, with an indication of their approvals for FY2019-FY2021, if applicable. The City Council will continue to approve any single purchase over \$25,000 as specified in Chapter 38 of the City Code.

Amendments to the procedures for fuel purchases is recommended for FY2022. Currently, Public Works obtains pricing on the date a fuel delivery is needed and those price quotes are forwarded to the City Council Finance Chair for approval. To allow greater flexibility and efficiency, it is proposed that all fuel vendors be listed on the vendor approval

**BUDGET/FISCAL IMPACT:** Approval of the attached vendor list does not have an immediate fiscal impact. The amounts designated for each vendor for FY2022 have been included in the annual budget.

# <u>COUNCIL ACTION</u>: Approval of the attached list of vendors (page 29) for Fiscal Year 2022

# PROPERTY AND PUBLIC LANDS

# 1. Consideration of a Recommendation from the Property and Public Lands Committee in Support of Purchasing Property Located at 50 Maywood Road. (Waive First Reading and Grant Final Approval of an Ordinance)

PRESENTED BY: Alderman Goshgarian, Chairman Property and Public Land Committee STAFF CONTACT: Catherine Czerniak, Director of Community Development (810-3504)

**PURPOSE AND ACTION REQUESTED:** The Council is asked to consider an Ordinance approving a Purchase/Sale Agreement with Kathleen Knarvik, the owner of the 50 Mayflower Road property, authorizing the Mayor to sign the Agreement, and directing the City Manager to take all steps necessary to implement the Purchase Sale Agreement.

**BACKGROUND/DISCUSSION:** The 50 Maywood Road property is the former home of "Joytime Preschool" a beloved community institution that served Lake Forest families over the course of many decades. The property totals .39 acres and is a long and narrow parcel with 50 feet of frontage on Maywood Road and a depth of 300 feet. The property is developed with a structure that served as both the preschool and the Hodgen family residence, the large backyard provided space for the preschool students to play and explore.

City staff has been in contact with Ms. Knarvik for several years as she has explored opportunities to sell the property for a single family residence, for a multi-unit development and ultimately to the City as an addition to South Park. In reviewing preliminary plans from potential developers interested in the property, the City concluded that the City owned 20" pressurized water main, located very close to the south property line of the 50 Maywood Road property, presented challenges for redevelopment of the site. The water main, which was installed in the 1950's, serves much of the Northmoor neighborhood. The integrity of the water main could likely be threatened by redevelopment on the site due to the narrow configuration of the property and proximity of the water main.

In December, 2020, the Property and Public Lands Committee (PPL) considered the circumstances surrounding this property and members of the Committee conducted an on site inspection. The Committee recognized the importance of protecting the City's infrastructure and also the potential opportunities offered by adding the property to South Park. The PPL voted unanimously to recommend that the City proceed with acquisition of the property. With this direction, the City and the property owner obtained updated appraisals of the property and agreed on a purchase price at the mid-point of the appraisals with an adjustment for the cost of clearing the site which will be borne by the City after the closing.

**BUDGET/FISCAL IMPACT:** A Purchase/Sale Agreement, prepared by the City Attorney's office is included in the Council's packet beginning on **page 30**. The negotiated sale price is \$315,000, after the adjustment for the City's cost of clearing the property.

The acquisition of this property was not anticipated by the City and therefore was not budgeted. The sale is proposed to be funded from the Water and Sewer Capital Fund based on the fact that the driving force for City acquisition of the property is to protect the 20" pressurized water main. Funding for the demolition of the existing structure, restoration of the property and any future park improvements on the site will be funded from the Parks and Public Land Fund.

FY2021 Funding Source	Amount	Amount	Budgeted?
	Budgeted	Requested	Y/N
Water and Sewer Capital Fund Balance/Reserves	0	\$315,000	No*

\*A supplemental appropriation ordinance is submitted as a separate agenda item for City Council consideration to address this unanticipated expense.

<u>COUNCIL ACTION</u>: If desired by the City Council, waive first reading and grant final approval of an Ordinance approving a Purchase/Sale Agreement between Kathleen Knarvik and the City of Lake Forest, authorizing the Mayor to sign the Agreement and directing the City Manager to take all necessary steps to implement the Agreement

# PUBLIC WORKS COMMITTEE

 Approval of a Recommendation from the Public Works Committee to Award the Forest Park Bluff Slope Stabilization Project Design Proposal to Hey and Associates, Inc. in the Amount of \$144,889 plus 5% Contingency in the Amount \$7,244 for a Total of \$152,133

PRESENTED BY: Jim Lockefeer, Public Works Management Analyst (810-3542)

**PURPOSE AND ACTION REQUESTED:** The Public Works Committee and City staff requests City Council award of the Forest Park Bluff Slope Stabilization Project design proposal to Hey and Associates, Inc. in the amount of \$144,889 plus 5% contingency in the amount \$7,244 for a total of \$152,133.

**BACKGROUND/DISCUSSION:** With bluff stabilizations completed on both the north and south ends of Forest Park, staff and contractual engineers have been monitoring the middle portion of the park. Inclinometers have been installed and annual readings have been recorded for the past four years in three separate locations. The inclinometers determine bluff movement over a defined period of time. The ongoing data review over the past four years have revealed two areas of concern that have already had a few shallow slides just below the parks' table land. The first area is just above the north pavilion and the second is slightly south of the Spring Lane entrance of the Ring Road.

On May 4, 2020 City Council approved of an agreement with Hey and Associates to complete a project pre-design to develop engineered options to stabilize the remaining middle risk areas of the bluff. In September, 2020, Hey & Associates completed their pre-design efforts and identified four conceptual design options in their final report. These pre-design options were further reviewed and vetted by the City Engineer and City staff. In addition, the report was also reviewed by the Forest Park Preservation Board ("FPPB"). On February 12, 2021, the FPPB shared a letter of support with the City Manager outlining their support for the comprehensive design approach to stabilize the remaining bluff areas. Most recently, at the February 23, 2021 Special City Council Workshop Meeting, a detailed presentation on the final pre-design report and the four pre-design stabilization options were reviewed by Hey and Associates. City Council also supported the comprehensive design approach to stabilize the remaining bluff areas design approach to stabilize the remaining bluff areas. Specifically, this option includes the design of upper slope retaining walls, slope drains, and the restoration of any constructed impacted

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areas with native seed and plant material in accordance with the 2014 Forest Park Natural Areas Management Plan. The design process will also feature more detailed analysis of the risk associated with the remaining areas. This further risk analysis will lead to the identification of construction phasing opportunities which will be shared with the City Council at their November 2021 Finance Committee Capital Improvement Program Budget Meeting.

Reviewed	Date	Comments
Public Works Committee	3/22/21	Reviewed and Recommended Award of Proposal to Hey and Associates
City Council	2/23/21	Pre-Design Report and Options Reviewed
Finance Committee	11/9/20	Brief Presentation on Pre-Design Reviewed

#### PROJECT REVIEW/RECOMMENDATIONS:

**BUDGET/FISCAL IMPACT:** On March 4, 2021, City staff initiated a public request for proposal ("RFP") process to seek engineering design services for the comprehensive bluff stabilization design option as outlined in the Hey and Associates pre-design final report. On March 18, 2021 the RFP closed and in total, four proposals were received as outlined below.

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

Company Name	Dollar Amount Bid
GEI Consultants, Inc.	\$36,000
Hey and Associates, Inc.	\$144,889
AECOM Technical Services, Inc.	\$159,979
GSG Consultants, Inc.	\$270,465

Similar to all RFP's submitted for services, City staff formed an internal RFP Review Committee to score and rank each firm's qualifications, design approach, and detailed cost proposal.

The RFP review committee was in agreement that the low-cost proposal from GEI Consultants, Inc. did not meet nor clearly provide the required information as outlined in the publically posted RFP. GEI Consultants, Inc. proposal did not include a detailed cost estimate and failed to demonstrate to the RFP Review Committee a clear understanding of the project in general and a clear project design approach.

Hey and Associates' submitted proposal met all the requirements as outlined in the RFP. The RFP Review Committee was in agreement the Hey and Associates' proposal clearly demonstrated an extensive understanding of the project and outlined a very detailed project design approach. City staff has also had very positive experiences with Hey and Associates in providing design services. It is for these reasons that the RFP Committee recommended Hey and Associates for this bluff slope stabilization design project.

Below is an estimated summary of Project budget:

FY2022 Funding Source	Amount	Amount	Budgeted?
Frzuzz Funding source	Budgeted	Requested	Y/N

Capital Improvement Fund 311-3703-478.78-88	\$250,000	\$152,133	Y
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If awarded, the design, construction cost estimates, and construction phasing opportunities for this project will begin in May and will be substantially completed by Mid-September allowing sufficient time for City staff to review the materials prior to the November 2021 Finance Committee Capital Improvement Program budget meeting.

<u>COUNCIL ACTION</u>: Approval of a Recommendation from the Public Works Committee to Award the Forest Park Bluff Slope Stabilization Project Design Proposal to Hey and Associates, Inc. in the Amount of \$144,889 plus 5% Contingency in the Amount \$7,244 for a Total of \$152,133

2. Approval of a Recommendation from the Public Works Committee to Award the Forest Park Beach Evaluation and Monitoring & Maintenance Plan Development to SmithGroup in the Amount of \$95,067, plus 5% Contingency in the Amount of \$4,933, for a Total of \$100,000.

PRESENTED BY: Chuck Myers, Superintendent of Parks and Forestry, 810-3565

**PURPOSE AND ACTION REQUESTED:** The Public Works Committee and City staff requests City Council award the Forest Park Beach Evaluation and Monitoring & Maintenance Plan Development to SmithGroup in the amount of \$95,067, plus a 5% contingency in the amount of \$4,933, for a total of \$100,000.

**BACKGROUND/DISCUSSION:** The recent period of historic high water levels on Lake Michigan has caused shoreline erosion problems all around the Great Lakes, including the beach at Forest Park. The current lake levels are similar to the record high levels that occurred in the mid-1980s during the construction of the Forest Park beach development. The beaches at Forest Park are dynamic in nature, and the beach profile varies in response to prevailing water levels and wave conditions. In particular, there is a tendency for the beach materials to move from north to south within the project, and for increased beach erosion during periods of high water levels.

Large storms, combined with near record high lake levels have created significant erosion problems along the lakefront. The purpose of this study is to look at the current conditions of the beach, analyze the coastal processes and impacts of high-water levels on the beach system, develop a plan to restore the beach system and restore damage to the stone structures and any other deterioration affecting the coastal system, and develop a long-term monitoring and maintenance plan to ensure continued success of the City's beach facility.

On March 5, 2021, City staff issued a Request for Proposals (RFP) for the study. The goal of this RFP was to select a professional engineering firm with coastal engineering expertise to provide engineering services for the Forest Park Beach, which includes beach study, analysis of data collected, and development of a plan that includes recommendations for improvements and a monitoring and maintenance plan. The scope of work includes:

- 1. <u>Site Inspection & Review Existing Data</u>
  - > Perform a site visit and visual conditions inspection.

- Site visits, including meeting with City of Lake Forest to review project and discuss future needs/programing/goals of the site.
- > Perform a topographic/bathymetric survey of the project limits.
- > Provide comparison of elevation changes over available survey data.
- Assessment of shoreline morphology over the life of the beach system as can be interpreted through available photos, surveys, and site information.
- Review of existing and collected site data, previous monitoring programs, and original construction record documents to assess physical changes, current condition, and performance of the shoreline control structures.
- 2. <u>Shoreline Morphology Analysis</u>
  - Analysis of the coastal processes and impacts of high-water levels on the beach system.
  - An assessment of beach system performance as a function of water level and beach sand grain sizes.
  - > Estimate of beach system performance under a range of conditions.
- 3. Conceptual Design
  - Development of a plan for the beach system to meet the expected future needs of the community.
  - Utilize site findings and City input to develop alternatives for the beach and the shoreline control structures to meet established goals.
  - > Development of a conceptual plan and section drawings.
  - Provide associated opinion of probable construction costs for developed alternatives and for the repair of any identified deterioration affecting the beach system, including (at appropriate locations) options for green infrastructure/nature-based solutions.
  - > Provide regulatory requirement review and recommendations.
- 4. Monitoring and Maintenance Plan
  - Development of a monitoring and maintenance plan utilizing the data gathered and the analysis of all aspects studied.

If approved by City Council the study will begin on May1, 2021 and be completed by October 2021. The completed study will then be available for FY2023 Capital Improvement Program planning purposes. Staff will also work to identify any potential grant opportunities for the improvements recommended as part of the study.

# PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	3/22/21	Reviewed & Recommend Approval
Finance Committee	11/9/20	Included in 5-Year CIP

**BUDGET/FISCAL IMPACT:** On March 5, 2021, City staff issued the RFP for the study and on March 19, 2021 received three (3) proposals, as detailed below.

Has competitive pricing been obtained for proposed goods/services? Yes

Company Name	Dollar Amount Bid
SmithGroup	\$95,067
AECOM Technical Services	\$94,699
Baird & Associates	\$169,188

## Recommended Bidder/Proposer is BOLDED

After careful review of the proposals by a City staff review committee, staff is recommending the selection of SmithGroup for the study. SmithGroup's response to the RFP aligned well with the stated objectives and provided a very competitive price. In addition, SmithGroup has put together a team of highly qualified professionals with expertise in coastal systems that have worked together extensively on similar projects.

Below is an estimated summary of Project budget:

FY2022 Funding Source	Amount	Amount	Budgeted?
	Budgeted	Requested	Y/N
311-5703-467.67-39 Capital Improvement Fund	\$125,000	\$100,000	Y

<u>COUNCIL ACTION</u>: Approval of a Recommendation from the Public Works Committee to Award the Forest Park Beach Evaluation and Monitoring & Maintenance Plan Development to SmithGroup in the Amount of \$95,067, plus 5% Contingency in the Amount of \$4,933, for a Total of \$100,000

# 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 April 5, 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 19, 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, 3/15/2021 and 4/5/2021.

### BUDGET/FISCAL IMPACT: N/A

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

# 2. Approval of the April 5, 2021, City Council Meeting Minutes

A copy of the minutes can be found beginning on page 48

COUNCIL ACTION: Approval of the April 5, 2021 City Council Meeting Minutes.

# 3. Approval of an Arbor Day Proclamation

A copy of the Proclamation can be found on page 54

COUNCIL ACTION: Approval of an Arbor Day Proclamation

# 4. Approval of Fourth and Fifth Year of Contract with Linebarger Goggan Blair & Sampson, LLP for Collection Services

STAFF CONTACT: Diane Hall, Assistant Finance Director (847-810-3614)

**PURPOSE AND ACTION REQUESTED:** Staff requests City Council approve the fourth and fifth year of the contract for the collection of outstanding financial obligations to the City.

**BACKGROUND/DISCUSSION:** In April 2018, City Council approved a three year contract with the option to renew for an additional two years. The services include collection of outstanding Accounts Receivable, Delinquent fines, Parking citations, Recreation fees, Fire Ambulance fees and Alarm Billings. Staff is requesting approval for years four and five at this time. Staff has been satisfied with services provided.

City Code section 10.99 provides the authority to transfer outstanding payments due the City to a collection agency. Additionally the code provides the authority to pass the cost of collection to the person responsible for the outstanding balance.

# PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	04/16/18	City Council approved contract with Linebarger Goggan Blair & Sampson, LLP

**BUDGET/FISCAL IMPACT**: Fees associated with the collection service are passed on to the person responsible for the outstanding obligation to the City resulting in no additional cost to the City.

<u>COUNCIL ACTION</u>: Approval of Fourth and Fifth Year of Contract with Linebarger Goggan Blair & Sampson, LLP for Collection Services

# 5. Appointment of an Authorized Agent for the Illinois Municipal Retirement Fund (IMRF)

STAFF CONTACT: Jason Wicha (847.810.3670)

**PURPOSE AND ACTION REQUESTED:** Staff requests approval of the appointment of an Authorized Agent for the Illinois Municipal Retirement Fund (IMRF)

**BACKGROUND/DISCUSSION:** The Illinois Municipal Retirement Fund (IMRF) requires that all governing bodies appoint an authorized agent who signs paperwork on behalf of the City's IMRF account and authorizes other users on the account. With the upcoming retirement of DeSha Kalmar, it is necessary to appoint a replacement and the City Manager is recommending the appointment of Amber Campbell as the next IMRF Authorized Agent.

BUDGET/FISCAL IMPACT: There is no budget or fiscal impact.

Beginning on **page 55** of your packet is a copy of the IMRF form which will serve as the resolution need for IMRF.

<u>COUNCIL ACTION</u>: Appointment of an Authorized Agent for the Illinois Municipal Retirement Fund (IMRF)

# 6. Approval of Metropolitan Alliance of Police (MAP) Collective Bargaining Agreement between the City and the Lake Forest Police Officers

PRESENTED BY: DeSha Kalmar, Director of Human Resources (847-810-3530)

**PURPOSE AND ACTION REQUESTED:** The PCA Committee and staff request approval of the renewal collective bargaining agreement between the City and the Police Officers. The PCA Committee will review the economic considerations at their April 16, 2021 meeting.

**BACKGROUND/DISCUSSION:** For the renewal contract, the City and the Local negotiated a successor contract without utilizing attorneys for the negotiating process and came to tentative agreement on March 31. The benefit of being able to do this is two-fold. First, it saves the City money by not paying attorney fees. Second and more importantly, it maintains a harmonious labor-management relationship which benefits all parties in the long run. The union ratified the tentative contract on April 10, and it is now before the City Council for ratification. The duration of the contract is three years, from May 1, 2021, through April 30, 2024.

Some of the items discussed as part of this new contract were non-monetary issues requested by the City's management negotiating team and some dealt with bringing the contract into compliance with actual practice. **BUDGET/FISCAL IMPACT:** Listed are the sections of the proposed contract that deal with economic items and other items of interest:

### Pay increases:

Position	FY2022	FY2023	FY2024
Police Officer	2.85%	2.65%	Wage Reopener

With other non-negotiated positions, the City Council has periodically allowed the Human Resources Director extra funds in order to adjust positions that have dropped below the 50<sup>th</sup> percentile among comparable communities. In the case of the police officers, they have dropped from the 50<sup>th</sup> percentile. Even with a 2.85% adjustment in FY22, they remain slightly below the average salary. A 2.5% increase was included as part of the FY22 budget, and this extra 0.35% results in an additional \$11,210 for FY22, which includes step increases, overtime increase plus Medicare taxes.

<u>Wage Reopener</u>: We agreed to a wage reopener in the final contract year. This will include reopening wages, as well as Field Training Officer pay and Specialty Unit (ET) pay. The City requested the reopener because all but two of the comparable communities will renegotiate their contracts for FY24. If there are any ramifications from the pandemic, that will be reflected in the new contracts.

**Longevity Pay:** In addition to regular compensation and in recognition of continued service to the City, employees are eligible for longevity pay, as set forth below. This is paid as a one-time bonus in December of each year and is not added into the base salary. Changes are noted in bold. This increase will result in an additional FY22 amount of \$578, including Medicare.

Years of Service	<u>Eff. 5/1/21</u>	Eff. 5/1/22	Eff. 5/1/23
5-9 years	\$35.00/year of service Status Quo	Status Quo	Status Quo
10 - 14 years	\$40.00 per year of service Status Quo	Status Quo	Status Quo
15 - 19 years	\$50.00 per year of service Status Quo	Status Quo	\$ <b>55.00</b> per year of service
20+	\$ <b>85.00</b> per year of service (from \$80)	\$90.00 per year of service	\$ <b>95.00</b> per year of service

<u>New Paragraph for FY22 Only</u>: Solely for the fiscal year starting on May 1, 2021, all employees actively employed in the bargaining unit as of May 1, 2021, will receive a one-time lump sum longevity payment of \$500. This lump sum payment will cease for all purposes on April 30, 2022. This is meant to be acknowledgment of their work during the pandemic. Estimated one-time budgetary impact is \$14,203 including Medicare.

<u>Field Training Officer (FTO) Pay</u>: This increase is in recognition of the number of new employees who will need training in the upcoming year. There are currently two openings, with at least one more anticipated in the near future. There are four (4) FTO's who assume a significant amount of extra responsibility to train our new police officers. Estimated budgetary increase in FY22 is \$2,029 including Medicare.

FTO	Pay	
Current	\$	3,000
FY22	\$	3,500
FY23	\$	3,500
FY24	Reopener	

**Specialty Unit Pay:** There are six (6) police officers assigned the added duties of Evidence Technician. The estimated budgetary increase in FY22 is \$2,029 including Medicare.

ET		Pay
Current	\$	750
FY22	\$	1,000
FY23	\$	1,250
FY24	Re	opener

The total estimate over the FY22 budgeted amount is \$30,049.

<u>COUNCIL ACTION</u>: Approval of Metropolitan Alliance of Police (MAP) Collective Bargaining Agreement between the City and the Lake Forest Police Officers

# 7. Approval of the FY22 Personnel Policies, Administrative Directives

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 the FY22 Personnel Policies and Administrative Directives.

**BACKGROUND/DISCUSSION:** Each year the City's Personnel Policies and Administrative Directives are reviewed and updated as needed, then adopted by the City Council as part of the budget process. The updates are designed to keep the City compliant with changing laws or to reflect actual practice. All Directives are reviewed at least every five years; sooner if changes are necessary.

Noted below is a list of key changes made to the Personnel Policies and various Directives dated May 1, 2021. Complete copies of all documents can be obtained by contacting Director Kalmar.

General		
1-17 Special Events Processing – Reviewed		
Personnel	Page #	
Personnel Policies and Practices 2021 (All changes noted in Italics in the		
document)		
• 2.3.14 Longevity Pay – Added language re: payment to those retiring	11	
prior year-end	12	

	1
New Sec. 2.4.3 Telecommuting & Temporary Telecommuting	14-15
• 3.5.0 a, c & d Compensation for Overtime – Added "eligible non-	
exempt" to each section	20
5.1.0 Vacation Schedule – Last paragraph added language	
referencing collective bargaining agreements	41
9.15.0 Cell Phone Usage – Added "carry-one-phone" option	
Personnel Policies for Temporary Employees 2021 – Updated Sec. 2.2.0	6
Pay Ranges	
2-1 Employee Achievement/Recognition – Excluded gift cards as a gift	
option	
2-10 Medical Exams – Added Water Plant to respirator physicals; added	
annual audiometry testing for firefighters, both additions per OSHA	
guidelines	
2-15 Employee Fringe Benefits – Reviewed for IRS compliance	
2-20 Continued Retiree Benefits – Added pension tiers to eligibility	
2-21 Background Checks – Updated to reflect use of criminal	
background checks	
2-22 Merit Pay Policy – Added reference to electronic submittals;	
changed eligibility amount for supervisor level	
2-25 Temporary Telecommuting – New policy covering requests to	
telecommute during emergencies (created 8/2020)	
<b>2-26 Telecommuting</b> – New policy covering requests to telecommute	
(created 8/2020)	
2-28 No Smoking Policy – Reviewed	
Financial Management	
3-6 Grant Procedures	
<ul> <li>3.1b corrected typo in \$ amount;</li> </ul>	
3.4 reporting changes become monthly instead of quarterly	
3-12 Parking Permit Refund Procedures – Reviewed	
Employee Safety Procedures	
6-1 Comprehensive Loss Prevention Policy – Reviewed	
6-7 Use of Fleet Maintenance Garage – Reviewed	
6-13 First Aid/CPR – Reviewed	
6-14 Fleet Safety – Reviewed	1
6-18 MS Building Security – Reviewed	1
6-20 Occupational Noise Exposure – Reviewed; corrected paragraph	
numbering	
	1

# PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
PCA Committee	TBD	Will review at their meeting prior to the Council meeting

# BUDGET/FISCAL IMPACT: NA

<u>COUNCIL ACTION</u>: Approval of the FY22 Personnel Policies and Practices and Administrative Directives.

# 8. Award of Proposal to DBM Services, Inc. in the amount of \$57,000.00 plus a 10% contingency of \$5,700 for a total of \$62,700 for the 2021 MSF Fleet Epoxy Floor Project

STAFF CONTACT: Dan Martin, Superintendent of Public Works (847-810-3561)

**PURPOSE AND ACTION REQUESTED:** The Public Works Committee and staff request City Council approval to award a proposal to prepare and recoat the concrete floors in the Fleet garage including the stockroom and oil room located at the Municipal Services Building to DBM Services, Inc.

**BACKGROUND/DISCUSSION:** In the summer of 2009, during original construction of the Municipal Services Building, the Fleet garage area flooring was coated with a water based epoxy coating. This coating has held up very well for the past twelve years, but is now showing signs of wear due to exceeding its estimated useful life (EUL). City Staff utilized flooring experts from the Sherwin-Williams Corporation to determine the original flooring product and best solution for the prepping and resurfacing of the space. Based on the surrounding lowland areas and the moisture content of the building site, a water based product was determined the best option. This product allows the concrete to breathe while maintaining a protective surface.

#### PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	4/1/2021	Reviewed and Recommended Approval

**BUDGET/FISCAL IMPACT:** The project followed the public proposal process and was advertised in the paper on March 4, 2021. Invitations were also sent to painting contractors that have done favorable work on past projects. A mandatory pre-proposal meeting was held on March 12, 2021. Six contractors attended the pre-proposal meeting and three submitted qualified proposals.

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

On March 26, 2021, staff received the following proposals to prep and install the epoxy floor coatings:

Company Name	Dollar Amount Bid
DBM Services, Inc.	\$57,000.00
Tiles in Styles, LLC	\$57,411.55
Continental Construction Company, Inc.	\$63,000.00

Upon review of the submitted proposals and references, staff recommends proceeding with the lowest responsible proposal received by DBM Services, Inc. DBM Services, Inc. has done comparable flooring projects for Proviso East High School Auto Shop, CTA Substations and Palos Hills Public Works Facility.

Below is an estimated summary of project budget:

FY2021 Capital Funding Source	Amount	Amount	Budgeted?
	Budgeted	Requested	Y/N
311-1503-478-78-05	\$95,000.00	\$62,700.00	Y

<u>COUNCIL ACTION</u>: Award of Proposal to DBM Services, Inc. in the amount of \$57,000.00 plus a 10% contingency of \$5,700 for a total of \$62,700 for the 2021 MSF Fleet Epoxy Floor Project

9. Approval of a Recommendation from the Public Works Committee to Award the contract for the Lake Forest share of the Joint 2021 Annual Street Resurfacing, Asphalt Patching & Manhole Adjustments Program to Peter Baker & Sons in the Amount of \$1,085,000.

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

**PURPOSE AND ACTION REQUESTED:** The Public Works Committee and staff requests approval of the Lake Forest share of the Joint 2021 Annual Street Resurfacing, Asphalt Patching and Manhole Adjustments Program contract to Peter Baker & Son.

**BACKGROUND/DISCUSSION:** Each year engineering staff develops the resurfacing program based on visual inspections, pavement testing, and input from Staff and Council. The results culminate into a 3-yr annual pavement rehabilitation program identifying the streets to be resurfaced each year.

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

Street	From	То
MARION RD	BUENA RD	VALLEY RD
MARION RD	WEST END	BUENA RD
LINDEN AV	BUENA RD	VALLEY RD
NILES AV	BUENA RD	VALLEY RD
BRIAR LN	GREEN BAY RD	FOREST HILL RD
CONCORD DR	WEST END	LEXINGTON DR
LONGMEADOW LN	DEERPATH RD	DEERPATH RD
OLD MILL RD	LOWELL LN	TELEGRAPH RD
LELAND CT	CONWAY RD	NORTH END
RYAN PL ALLEY	WASHINGTON CIR	WEST END

In 2021, the City plans to resurface approximately 1.9 center-lane miles of streets. The streets/parking lot to be resurfaced are:

#### PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	3/22/2021	Reviewed & Recommended City Council Approval
Finance Committee	11/9/2020	Included with Capital Plan

**BUDGET/FISCAL IMPACT:** The project was placed out to bid in late-February with a subsequent bid opening on March 11, 2021. A total of five bids were received. The bid prices consist of bid quantities that are to be completed by all three (3) municipalities as part of their respective resurfacing and patching programs. All three municipalities, Lake Forest, Lake Bluff and Libertyville Township are scheduled to award their respective contracts in April 2021. City Engineering staff will provide daily inspectional services for the Lake Forest portion of the contract.

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

Company Name	Dollar Amount Bid
Peter Baker & Son Co.	\$1,398,679.65
Schroeder Asphalt Services, Inc.	\$1,507,097.80
Brothers Asphalt Paving, Inc.	\$1,631,919.04
J.A. Johnson Paving Co.	\$1,703,345.97
A Lamp Concrete Contractors, Inc.	\$1,744,938.47

The breakdown of the bid amount specific to Lake Forest bid items is summarized below:

Company Name	Dollar Amount Bid
Peter Baker & Son Co.	\$826,802.60
Schroeder Asphalt Services, Inc.	\$877,489.35
Brothers Asphalt Paving, Inc.	\$977,584.28
J.A. Johnson Paving Co.	\$963,243.77
A Lamp Concrete Contractors, Inc.	\$982,602.02

Peter Baker & Son has considerable experience working in Lake Forest and has consistently executed projects in a satisfactory manner. The Lake Forest share of the bid from Peter Baker in the amount of \$826,802.60 covers all the resurfacing, patching and manhole adjustment quantities included in the bid documents. The City received good competitive prices lower than the Engineer's Estimate, at these favorable prices, it is the recommendation of staff to add additional quantities for resurfacing, patching and manhole adjustments and award the project for the budgeted amount of \$1,085,000.

Upon approval of the contract, all three municipalities will meet with the contractor separately to obtain tentative schedules for each community. The property owners near the vicinity of the asphalt resurfacing work will be notified in advance. The City's website under "Construction Updates", will also provide the details of the construction schedule.

Delow is an estimated summary of F	below is an estimated summary of project budget.					
FY2022 Funding Source	Amount	Amount	Budgeted			
FT2022 Fullding Source	Budgeted	Requested	Y/N			
Capital Fund 311-3703-467.67-11	\$850,000	\$850,000	Y			

# Below is an estimated summary of Project budget:

Capital Fund 311-3703-467.67-32	\$185,000	\$185,000	Y
Water Capital Fund 508-3703-477.77-06	\$50,000	\$50,000	Y

<u>COUNCIL ACTION</u>: Approval of a Recommendation from the Public Works Committee to Award the contract for the Lake Forest share of the Joint 2021 Annual Street Resurfacing, Asphalt Patching & Manhole Adjustments Program to Peter Baker & Sons in the Amount of \$1,085,000

#### 10. Approval of a Recommendation from the Public Works Committee to Award a Contract to Gewalt – Hamilton Associates to Provide Phase II Engineering Design Services for the Waukegan Road and Westleigh Intersection Improvements Project in an Amount not to Exceed \$71,100.

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

**PURPOSE AND ACTION REQUESTED:** The Public Works Committee and staff requests approval to enter into an agreement with Gewalt Hamilton to perform Professional Design Services for the Waukegan Road and Westleigh Intersection Improvements Project.

**BACKGROUND/DISCUSSION**: The proposed improvements will increase the traffic flow and safety at this intersection by widening the roadway, constructing dedicated left and right turn lanes and adding pedestrian signals, cross-walks, sidewalks, and ADA accessible curb ramps. The proposed improvements along Waukegan Road (IL 43) include installing a dedicated left-turn lane for the northbound traffic and a dedicated right and left-turn lane for the southbound traffic. Along Westleigh Road, a dedicated left-turn lane will be installed for both eastbound and westbound traffic. The existing traffic signals at this intersection will also be upgraded to accommodate the additional dedicated turning lanes.

Pedestrian safety will be improved by installing pedestrian signals along the north, east, and westerly leg of the intersection, currently only the southern leg of the intersection has a pedestrian signal. Cross-walks and ADA accessible curb ramps will also be installed throughout the intersection. A Phase I design for the intersection improvements was completed in 2020. The current construction cost estimate is \$2,909,500 which includes \$264,500 for Phase III engineering services.

In January 2022, a call for submissions will be released for federal Surface Transportation Program (STP) grant funding via the Lake County Council of Mayors. In order to be competitive for this funding staff recommends completion of the final design so that the project is shovel-ready.

If this project is selected for STP funding, federal dollars can be used for both construction and construction engineering in an 80% federal/20% local funding formula.

Reviewed	Date	Comments
Public Works Committee	4/1/21	Reviewed, recommended for approval
Finance Committee	11/9/2020	Included with Capital Plan

#### PROJECT REVIEW/RECOMMENDATIONS:

**BUDGET/FISCAL IMPACT:** The Engineering Section solicited Request for Proposals (RFP) from professional engineering firms to provide the engineering design services. Four firms acquired the RFP package and submitted proposals that were reviewed by a committee of staff members.

Gewalt Hamilton has been used by The City of Lake Forest previously for engineering consulting work on a variety of projects. Staff has been pleased with the work Gewalt Hamilton has previously performed on other design and infrastructure studies.

If approved, the engineering design work is expected to begin in early May and be completed by mid-September.

Has City staff obtained competitive pricing for proposed goods/services? **Yes Recommended Bidder/Proposer is BOLDED** 

Company Name	Dollar Amount Bid
Gewalt Hamilton	\$71,100.00
Baxter & Woodman	\$100,000.00
Thomas Engineering Group, LLC	\$134,308.00
GSG Consultants	\$210,040.00

#### Below is an estimated summary of Project budget:

FY2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
MFT Fund 202-3703-478.78-80	\$75,000	\$71,100	Y

<u>COUNCIL ACTION</u>: Approval of a Recommendation from the Public Works Committee to Award a Contract to Gewalt – Hamilton Associates to Provide Phase II Engineering Design Services for the Waukegan Road and Westleigh Intersection Improvements Project in an Amount not to Exceed \$71,100

# 11. 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:

674 Oakwood Avenue – The Building Review Board recommended approval of a replacement open front porch, a replacement rear addition and related work around the home. The Board also recommended approval of building scale and height variances to allow the new construction to generally follow the form of the existing home. The Board recognized that the house which was constructed in 1903 by the current owner's great grandfather, long predates the current Code limitations. The Board found it noteworthy that the home has remained in the Yakes' family for generations and commended the family members who are now planning restoration and updates to the home including the removal of various additions and alterations that were completed over the past 100+ years. This petition was also considered by the Zoning Board of Appeals due to the current non-conforming condition with respect to setbacks as described in the following agenda item. No public testimony was heard on this petition. (Board vote: 5 - 0, approved)

365 Chiltern Drive – The Building Review Board recommended approval of a partial demolition, the addition of a second story to the existing ranch home and related alterations. A neighboring resident testified in support of the petition. This petition was also considered by the Zoning Board of Appeals due to the current non-conforming condition with respect to setbacks as described in the following agenda item. (Board vote: 5 - 0, approved)

1525 Sage Court – The Building Review Board recommended approval of a new single family residence on a vacant lot in the Oak Knoll Woodlands Subdivision. The Board heard testimony from two residents who live in adjacent subdivisions requesting careful attention to the character and quality of the new homes in the Oak Knoll Woodlands to assure consistency with the surrounding neighborhoods. The Board noted that the design aspects of the new home and the quality of materials as now presented are improved from the previous plans submitted by the developer and more fully align with the applicable design guidelines. (Board vote: 5 - 0, approved)

The Ordinances approving the petitions as recommended by the Building Review Board, with key exhibits attached, are included in the Council packet beginning on **page 56**. The Ordinances, complete with all exhibits, are available for review in the Community Development Department.

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

# 12. Consideration of Ordinances Approving Recommendations from the Zoning Board of Appeals. (First Reading, and if Desired by the City Council, Final Approval)

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

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

# BACKGROUND/DISCUSSION:

674 Oakwood Avenue – The Zoning Board of Appeals recommended approval of variances from the front and side yard setbacks to allow for construction of a replacement front porch and rear addition and replacement of the air conditioning units in the existing location. The Board acknowledged that the porch and rear addition will replace existing elements of the house in close to the same footprints. This petition was also considered by the Building Review Board. No public testimony was presented. (Board vote: 7-0, approved)

1191 W. Deerpath – The Zoning Board of Appeals recommended approval of a variance from the side yard setback to allow for construction of a rear addition in line with the existing wall of the house. No public testimony was presented. (Board vote: 7-0, approved)

365 Chiltern Drive – The Zoning Board of Appeals recommended approval of variances from the corner side and rear yard setbacks to allow a second story addition to an existing ranch home. No further encroachment into the setbacks than currently exists is proposed. This petition was also

considered by the Building Review Board. No public testimony was presented. (Board vote: 7-0, approved)

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

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

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

6. OLD BUSINESS
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### 7. NEW BUSINESS

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

#### 9. ADJOURNMENT

A copy of the Decision Making Parameters can be found beginning on **page 23** of this packet.

#### Office of the City Manager

April 14, 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 of Appreciation

WHEREAS, DESHA D. KALMAR has been a dedicated employee of The City of Lake Forest since October 18, 1982; and

WHEREAS, DESHA D. KALMAR will honorably retire as one of the longest-serving employees in the City on April 30, 2021; and

WHEREAS, DESHA D. KALMAR served in the following positions during her dedicated career: Executive Secretary, Assistant to the City Manager, Assistant Director of Communications and Personnel, Director of Human Resources; and

WHEREAS, DESHA D. KALMAR had the distinguished honor of working with thirteen Mayors, three City Managers, seven Police Chiefs, and six Fire Chiefs, and has worked with well over 4,000 employees in The City of Lake Forest throughout her career; and

WHEREAS, DESHA D. KALMAR established the City's Human Resources Department, promoting a culture that encouraged and enabled employees to thrive and achieve excellence while preserving the City's core values and balancing their personal and work commitments; and

WHEREAS, DESHA D. KALMAR personifies the City's values of Respect, Excellence, Integrity, and Trust and whose empathy and firm hand in addressing personnel matters in the City made her a respected colleague and confidante to many; and

WHEREAS, DESHA D. KALMAR embraced and promoted continuing education and improvement in herself and fellow employees, and championed funding for educational benefits and training at all levels of the organization, and promoted a culture of health and financial security for the benefit of employees and the City; and

WHEREAS, DESHA D. KALMAR served on the Illinois Public Labor Relations Association Board of Directors and Training Committee, the Charmm'd Foundation, the Midwest Leadership Institute Advisory Board, Family Services of Lake County Board, and help create the Lake Forest-Lake Bluff Benefit Cooperative and Northern Illinois Risk Pool; and WHEREAS, DESHA D. KALMAR served as secretary for the Board of Police and Fire Commission, liaison to the Personnel Compensation Administration Committee, and established the Lake Forest Employee Benefit, Wellness and Safety Committees; and

WHEREAS, DESHA D. KALMAR served as the City's lead negotiator in multiple employment contract negotiations with the Police, Fire, and Parks and Public Works unions, striving to promote equity and fairness while balancing the wants and needs of the employees with the fiscal constraints of the City; and

WHEREAS, DESHA D. KALMAR was awarded the 2005 Northwest Municipal Conference Bright Ideas Innovation award, the 2017 IPELRA James Baird Leadership Award, the 2017 National PELRA Pacesetter Award and the IPELRA President's Award for contributions to the HR Profession; and

WHEREAS, DESHA D. KALMAR will be sincerely missed by her friends, colleagues, former elected officials, and board members, and the legion of former employees who now live comfortably because of her vision, wisdom and unwavering commitment to those she cared so deeply for.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST** that the Council, on behalf of the administration and residents of the community, hereby expresses its appreciation and gratitude to **DESHA D. KALMAR** for a public service faithfully performed; and

**BE IT FURTHER RESOLVED** that this Resolution be appropriately inscribed and conveyed to **DESHA**, with a copy to be included in the official minutes of the April 19, 2021 meeting of the Lake Forest City Council.

George A. Pandaleon, Mayor

#### THE CITY OF LAKE FOREST

#### ORDINANCE NO.

## AN ORDINANCE MAKING A SUPPLEMENTAL APPROPRIATION FOR THE FISCAL YEAR BEGINNING MAY 1, 2020 AND ENDING APRIL 30, 2021

WHEREAS, on July 20, 2020, The City of Lake Forest adopted Ordinance No. 2020-25 entitled "An Ordinance Making Appropriation for Corporate Purposes and for the Public Schools of the City of Lake Forest, County of Lake and State of Illinois, for the Fiscal Year Commencing May 1, 2020 and Ending April 30, 2021" ("Appropriation Ordinance"); and

WHEREAS, there is either additional revenue available to the City or estimated to be received by the City, which additional revenue became available or was estimated to be received subsequent to the adoption of the Appropriation Ordinance, or there is revenue available to the City from fund balances available when the Appropriation Ordinance was adopted but that were not appropriated at that time; and

WHEREAS, pursuant to 65 ILCS 5/8-2-9, the Mayor and City Council have determined that it is proper and necessary to appropriate such revenue through the adoption of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LAKE FOREST, COUNTY OF LAKE, STATE OF ILLINOIS, as follows: **SECTION ONE: Recitals.** The foregoing recitals are incorporated as the findings of the City Council and are hereby incorporated into and made a part of this Ordinance.

**SECTION TWO:** Supplemental Appropriation. The City Council hereby approves a supplemental appropriation for the objects and purposes as set forth in the schedule attached hereto as Exhibit A.

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

Passed this day of	_, 2021
AYES:	
NAYS:	
ABSENT:	
ABSTAIN:	
Approved this day of	_, 2021

ATTEST:

Mayor

City Clerk

# EXHIBIT A:

# **Supplemental Appropriation Schedule**

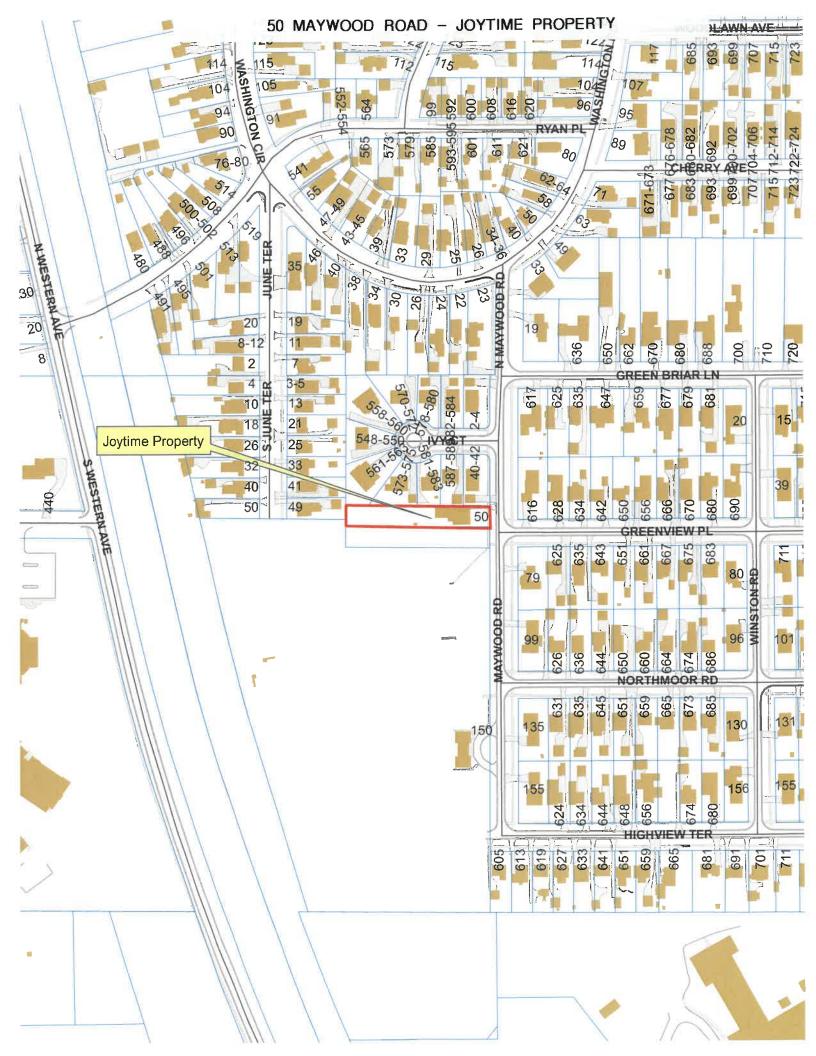
Laurel/Western Redevelopment (TIF) Fund \$200,000

Water and Sewer Capital Fund \$150,000

#### The City of Lake Forest FY2022 City Council Vendor Approvals - April 19, 2021 DRAFT for consideration by City Council on 4/19/21

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

		Approved	Approved	Approved	Proposed	
<b>Department</b>	Vendor	FY2019	FY2020	<u>FY2021</u>	<u>FY2022</u>	Description:
Human Resources	Clark Baird Smith	50,000	70,000	70,000	70,000	Professional Services - legal
Police	LaLuzerne & Smith	50,000	50,000	60,000	60,000	Professional Services - City Prosecutor
Finance	Speer Financial	35,000	35,000	35,000	35,000	Financial Advisory Services
Non-Department	North Shore Gas Company	45,000	45,000	45,000	45,000	Utility Services
Non-Department	ComEd	75,000	75,000	75,000	75,000	Utility Services
Non-Department	AT&T	55,000	55,000	55,000	55,000	Utility Services
Human Resources	IL Dept of Employment Security	75,000	75,000	75,000	87,000	Unemployment insurance
Non-Department	Constellation Energy Services	380,000	380,000	380,000	385,000	Utility Services
Human Resources	IRMA	1,250,000	1,250,000	1,250,000	1,250,000	Member Contribution and Deductibles
Parks/Recreation	NSSRA	275,000	275,000	315,000	300,000	Membership and inclusion services
Parks/Recreation	Friends of LF Parks and Rec	35,000		57,000	57,000	Special Event Contributions/Audit Cost
Cemetery	William Blair & Company	30,000	30,000	30,000	30,000	Cemetery investment services
Fire	Andres Medical Billing	30,000	30,000	50,000	50,000	Ambulance Billing Services
Innovation/Tech	Comcast of Chicago	24,000	24,000	24,000	33,000	Internet and television services
Innovation/Tech	Heartland		40,000	40,000	30,000	ArcServe and VMWare maint; IT consulting
Public Works	Avalon Petroleum					
Public Works	Gas Depot					
Public Works	Al Warren Oil Company					Fuel - The amount designated is for all associated
Public Works	Bell Fuels, Inc				300,000	purchases over the fiscal year. Price quotes are
Public Works	Mansfield Oil Company					obtained with each individual order.
Public Works	Texor Fuel Services					
Public Works	Conserv FS					
City Manager	Verizon Wireless				150,000	Wireless/cellular services - State Bid
•					3,012,000	



#### THE CITY OF LAKE FOREST

#### ORDINANCE NO. 2021 -\_\_\_\_

#### AN ORDINANCE APPROVING A PURCHASE AND SALE AGREEMENT WITH KATHLEEN KNARVIK REGARDING 50 S. MAYWOOD ROAD, LAKE FOREST, ILLINOIS

WHEREAS, the City of Lake Forest ("City") is a home rule, special charter municipal corporation organized and operating in accordance with the Illinois Constitution of 1970 ("Constitution"); and

WHEREAS, the Constitution authorizes the City to exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, on March 4, 2013, the City Council passed Resolution 2013-05 adopting a Policy for the Acquisition, Sale, Lease and Retention of Public Property ("Policy"); and

WHEREAS, the Policy details steps the City can follow to acquire real property; and

WHEREAS, Kathleen Knarvik ("Knarvik") owns the property commonly known as 50 S.

Maywood Road in Lake Forest, Illinois, ("Property"); and

WHEREAS, the Property is currently improved with a single structure that formerly housed the Joytime Preschool and the family residence and related appurtenances; and

WHEREAS, the City wishes to acquire the property for the purpose of protecting City infrastructure and promoting the public health, safety and welfare of the community, all in accordance with the Policy; and

WHEREAS, on December 16, 2020, Property and Public Lands Committee ("PPL") reviewed the Property's potential acquisition and recommended that the City Council acquire the Property; and

WHEREAS, the City Council reviewed the PPL's recommendation and directed City staff to negotiate the terms of the Property's acquisition with Knarvik; and

2

WHEREAS, the City and Knarvik have agreed upon the terms of the Purchase and Sale Agreement attached as Exhibit A ("Purchase Agreement"); and

WHEREAS, the City Council finds that (a) it is in the City's best interests to approve the Purchase Agreement, (b) acquiring the Property is consistent with the Policy, and (c) approving the Purchase Agreement will advance the City's interests and promote the public health, safety, and welfare of the community;

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

**SECTION ONE:** Recitals and Exhibits. The foregoing recitals are incorporated as the findings of the City Council and, together with this Ordinance's exhibit, are hereby incorporated into and made a part of this Ordinance.

**<u>SECTION TWO</u>**: <u>Agreement Approved</u>. The Purchase Agreement attached as <u>Exhibit</u> <u>A</u> is hereby approved, and the Mayor and City Clerk are authorized and directed to execute the Purchase Agreement on the City's behalf.

**SECTION THREE:** <u>Authority</u>. The City Manager is authorized and directed to take all steps necessary to implement and enforce the Purchase Agreement's terms, including, without limitation, executing all documents necessary to complete the City's acquisition of the Property.

**SECTION FOUR:** <u>Repeal</u>. All ordinances, resolutions, or parts thereof in conflict with this Ordinance are repealed to the extent of any such conflict.

**SECTION FIVE:** Severability. Any section or provision of this Ordinance that is found to be invalid or void shall not affect the remaining sections or provisions of this Ordinance, which shall remain in full force and effect.

**SECTION SIX:** 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.

3

Passed this day of	, 2021.	
AYES:		
NAYS:		
ABSENT:		
ABSTAIN:		
Approved this day of	, 2021.	

ATTEST:

Mayor

City Clerk

### EXHIBIT A

#### PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021 ("Effective Date"), between the CITY OF LAKE FOREST, an Illinois home rule and charter municipal corporation with offices located at 220 E. Deerpath, Lake Forest, Illinois ("City"), and KATHLEEN KNARVIK, an individual residing at 221 Vía La Soledad, Redondo Beach, CA 90277 ("Seller") (collectively, the City and Seller are the "Parties" and individually a "Party").

#### **RECITALS**

**WHEREAS**, the Seller owns certain property commonly known as 50 S. Maywood Road, Lake Forest, Illinois; and

WHEREAS, State of Illinois Constitution ("*Constitution*") Article VII, Section 6(a) provides that the City, as a home rule municipality, may exercise any power and perform any function pertaining to its government affairs, including, without limitation, the power to regulate for the protection of the public health, safety, morals, and welfare, the power to license, the power to tax, and the power to incur debt; and

WHEREAS, Constitution Article VII, Section 10, and Article VIII authorize the City to enter agreements with individuals and organizations and to use public funds for public purposes; and

**WHEREAS**, the City wishes to acquire the Property from the Seller, and the Seller wishes to convey the Property to the City, all in accordance with and subject to this Agreement's terms;

#### AGREEMENT

In consideration of the recitals, covenants, and agreements contained herein, the Parties agree as follows:

#### 1. Recitals and Exhibits; Property to be Purchased.

(a) The foregoing recitals and exhibits attached to this Agreement are incorporated as though fully set forth in this Section.

(b) Subject to this Agreement's terms and conditions, Seller agrees to convey to City and City agrees to purchase from Seller the real property encompassing  $\pm 0.397$  acres commonly known as 50 S. Maywood Road, Lake Forest, Illinois, and legally described in Exhibit A ("*Property*").

2. Purchase Price. The purchase price for the Property shall be three hundred fifteen thousand and no 100/ths (\$315,00.00) dollars ("*Purchase Price*"). City shall pay the Purchase Price at Closing, minus any credits provided by Seller or authorized by this Agreement.

3. Closing. The City will schedule a closing of the Property's purchase and sale ("*Closing*") within thirty (30) days ("*Closing Date*") of the expiration of the "Title Period," as that

term is defined in Agreement Section 4. The Closing will be at a mutually agreeable time at the offices of Chicago Title Insurance Company ("*Escrow Agent*"), or such other place and time as may be agreed upon by the Parties.

## 4. Title and Survey.

(a) Upon the Effective Date and for 45 days thereafter ("*Title Period*"), the City and its contractors and agents shall have full and continuing access to the Property and all parts thereof, but excluding the interior of the single-family home located on the Property, for the purposes of surveying the Property ("*Survey Work*"). Upon the voluntary or involuntary termination of the Title Period, City shall return the Property to its condition as it existed upon the Effective Date, reasonable wear and tear excepted.

(b) The City's Survey Work is subject to the City holding Seller harmless and fully indemnifying Seller against any damage, claim, liability, or cause of action arising from or caused by the actions of City, its contractors, or agents upon the Property, except to the extent caused by the negligent, willful, or intentional act of the Seller.

(c) The City's obligations under this Agreement are subject to and conditioned upon the determination by City, in its sole discretion and judgment, that the Property is in satisfactory condition for the City's purposes. In the event such conditions to City's obligations have not been satisfied within Title Period, as determined solely by City, City shall have the right, by written notice delivered to Seller on or before the last day of the Title Period, to terminate this Agreement for any reason, or no reason at all. Should such termination be delivered on or before the end of the Title Period, this Agreement shall be deemed null and void, and neither Party shall have any further duties or obligations under this Agreement.

(d) No later than 30 days after Effective Date, the City shall cause to be delivered to the Seller a copy of a plat of survey ("*Survey*") of the Property prepared within six months of the Effective Date, prepared by a licensed Illinois land surveyor, and certified by the surveyor to the City and Escrow Agent as having been made in compliance with Illinois Land Survey Standards and ALTA/ACSM Land Title Surveys Minimum Standard Detail Requirements. The Survey will establish and depict the exact perimeter legal description of the Property and will include the Property's exact acreage.

(e) No later than 30 days after Effective Date, City will deliver a copy of the title commitment ("*Title Commitment*") to Seller along with a notice identifying (i) any exceptions to title shown on the Title Commitment that are not acceptable to the City, and (ii) any objections the City may have to the Survey ("*City Title Notice*"). Any title exceptions that City fails to object to in the City Title Notice will become permitted exceptions ("*Permitted Exceptions*"), and <u>Exhibit B</u> to this Agreement will be modified accordingly.

(f) The Seller will have 7 days from the receipt of the City Title Notice to provide City with assurances satisfactory to City, in the City's sole discretion, that any such objectionable matters will be removed or endorsed over, in reasonable form and substance

acceptable to City, on or before the Closing Date. The City may, by providing written notice to the Seller, extend the period in which the Seller will cure or remove such unpermitted exceptions or Survey defects or accept the Title Commitment and Survey in their current condition. Unpermitted exceptions that are accepted in accordance with this Section will become Permitted Exceptions.

(g) During the Title Period, City shall have the right to access, review, and inspect the following documents:

- i. All leases related to or concerning the Property;
- ii. All contracts related to or concerning the Property;
- iii. All notices of changes in assessed valuation relating to the Property for the current or subsequent tax year, if any, in possession of the Seller, and the current real estate tax bill(s) for the Property;
- iv. All statements and invoices for the past year covering all utilities (electricity, gas, water, and stormwater) relating to the Property;
- v. All insurance policies insuring the Property and the improvements and personal property located thereon which may be assumed by City;
- vi. All violation notices concerning the Property, including, without limitation, building, zoning, environmental, or health code violations; and
- vii. All other documents requested by the City that reasonably concern or relate to the Property.

Seller agrees to cooperate in all respects to facilitate City's review of the foregoing documents and agrees to make available all documents, books, and records necessary to permit the review, upon City's reasonable request.

5. Control of Property. Prior to the Closing Date and subject to City's indemnification obligations set forth in this Agreement, Seller shall have the full responsibility and liability for any and all damages or injury to the Property. If, prior to the Closing Date, the Property is materially damaged or the Property is the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, City, at its sole discretion, shall have the right to terminate this Agreement upon notice to Seller by so notifying Seller. If City does not exercise its right of termination, any and all proceeds arising out of such damage or destruction, if the same be insured, or out of any such eminent domain or taking, shall be paid to the City on the Closing Date.

6. **Representations.** To induce City to enter into this Agreement, Seller represents, warrants, and covenants to City as set forth below.

(a) Seller has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated herein, and to execute and deliver all documents and instruments to be delivered by Seller hereunder. The individual(s) executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller and the Property to the terms and conditions of this Agreement.

(b) No lease concerning the Property contains any option to renew or extend the term thereof or to purchase or acquire any interest in the Property. No options, warrants, rights, or agreements to purchase, participate in, or acquire all or any portion of the Premises are outstanding.

(c) The Property's real estate tax bill for the 2019 calendar year (payable in 2020) equaled \$12,359.56. The Seller has paid in full all real estate taxes, assessments, and charges due and owing as of the Effective Date. If, between the date hereof and the Closing Date, Seller receives notice of any increase in the assessed valuation, Seller will immediately notify the City of same.

(d) There are no written or oral contracts or commitments relating to the Property including, without limitation, contracts or commitments for management, performance of service, or employment ("*Contracts*") relating to the Property with respect to any agent, employee or third party.

(e) To the best of Seller's knowledge, there are no lawsuits threatened or pending involving all or any portion of the Property and no notice has been received by Seller of any condemnation proceedings or any building, zoning, environmental, fire or health code violations which are threatened or pending (collectively, "*Violation*"). If between the date hereof and the Closing Date, any notice of Violation is received or any lawsuits or proceedings are initiated with respect to the Property, Seller will promptly notify City of same, and with respect to Violation, will correct same prior to Closing.

(f) The execution of this Agreement is not in violation of or prohibited by any contract, agreement, or other obligation to which Seller is bound, and the party executing this Agreement for Seller warrants her authority to bind Seller.

(g) All of the documents delivered to the City pursuant to this Agreement are true, correct, and complete.

Seller further covenants and agrees to City that between the Effective Date and the Closing Date:

(h) Seller shall not enter into any new undertakings or agreements relating to the management, financing, or maintenance of the Property which extend beyond the Closing Date or prepay for a period of more than 1 month any sums payable under any contracts, without prior written notice to and approval of City.

(i) Seller shall keep Property adequately insured by financially sound and reputable insurers against loss or damage by fire with extended coverage endorsements and maintain reasonable adequate liability insurance covering liability for personal injury or property damage to the extent and in the manner customary for Property of its character.

(j) Seller shall duly pay and discharge, or cause to be paid or discharged, all taxes, assessments, claims for labor, materials, or supplies which have been incurred or accrued before the Closing Date and which if unpaid, might by law become a lien or charge upon the Property.

(k) All Seller representations made in this Agreement are deemed restated in their entirety as of the Closing Date.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, INCLUDING THE EXHIBITS ATTACHED HERETO, NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER OR BY ANY OFFICER, EMPLOYEE, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO THE CONDITION OR REPAIR OF THE PROPERTY OR THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL THEREOF OR AS TO ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, REPAIR, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES, ARE MERGED IN THIS AGREEMENT AND THE EXHIBITS HERETO, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT, AND THAT THIS AGREEMENT HAS BEEN ENTERED INTO AFTER FULL INVESTIGATION, OR WITH THE PARTIES SATISFIED WITH THE OPPORTUNITY AFFORDED FOR INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS AGREEMENT OR THE EXHIBITS ATTACHED HERETO.

To induce Seller to enter into this Agreement, City represents, warrants, and covenants to Seller as set forth below.

(1) this Agreement and all documents or instruments delivered by City in connection with the transaction contemplated by this Agreement have been or will be at the time of delivery duly authorized and all obligations of City under this Agreement and the aforementioned documents and instruments are or at the time of delivery thereof shall be legal, valid and binding obligations of it and, as of the time of delivery, neither this Agreement nor any of the other aforementioned documents or instruments violates or will be in violation of the provisions of any other agreement to which City is a party or to which it is subject; and

(m) there are no actions, suits, or proceedings pending or, to the knowledge of City, threatened against or affecting City before any administrative, regulatory,

adjudicatory or arbitration body or agency of any kind that have, or could reasonably be expected to have, a material and adverse effect on the performance by City of its obligations pursuant to and as contemplated by the terms and provisions hereof.

# 7. Condition of Property.

(a) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, INCLUDING ITS EXHIBITS, CITY ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS, NOT OTHERWISE REMEDIATED BY THE SELLER PRIOR TO CLOSING, AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. City acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

- i. the granting of any required permits or approvals, if any, of any governmental bodies which have jurisdiction over the construction or development of the Property;
- ii. The habitability, merchantability, marketability, profitability or fitness of the Property for the City's intended use.

(b) The Closing of this sale shall constitute acknowledgement by the City that City had the opportunity to retain independent, qualified professionals to evaluate the Property and determine that the Property is acceptable to the City. The City agrees that the Seller shall have no liability for any claims or losses the City or the City's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

8. Taxes and Special Assessments. The Seller will ensure that there are no outstanding and unpaid real estate tax or special assessment liabilities due and owing up to and including the Closing Date. In addition, at Closing, Seller shall provide City a credit in an amount equaling one hundred and five (105%) of the most recent ascertainable full year tax bill for the Property to cover real estate tax and special assessment liability accrued or incurred before the Closing Date, but not due as of the Closing Date.

9. Closing Costs; Related Fees. Seller shall pay all taxes as assessments associated with the Property in accordance with Section 8. The City will pay all other closing costs, including the premium for the title policy, any state, county, or municipal transfer taxes owed, the cost of any endorsements to the title policy, the cost of recording the deed from Seller, other customary purchaser charges, and other amounts required to be paid by City pursuant to this Agreement.

10. Seller's Obligations at Closing. At or prior to the Closing Date, Seller shall:

(a) Deliver to City a signed duly recordable Deed to the Property with all stamps affixed thereto conveying to City fee simple title to the Property and all of Seller's rights appurtenant thereto, together with all required transfer declarations duly executed by Seller;

(b) Deliver to City the affidavit of Seller confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code;

(c) Deliver to Escrow Agent an ALTA Statement, on Escrow Agent's standard form, executed by Seller;

(d) Deliver to Escrow Agent an affidavit stating that there is no Property manager at the Property;

(e) Deliver to Escrow Agent a settlement statement;

(f) Deliver an Affidavit of Title executed by the Seller warranting that no outstanding mechanic's lien rights exist and that the property is subject to no leases, liens or other claims or encumbrances of title except those specifically permitted pursuant to this Agreement;

(g) Deliver to Escrow Agent proof of payment of all outstanding utility fees and charges concerning or related to the Property;

- (h) Deliver to City a pro forma Title Commitment; and
- (i) Deliver to Escrow Agent property taxes and assessments.

The Parties will also deliver such additional documents and matters as shall be reasonably required to close the transactions contemplated by this Agreement including, without limitation, real estate transfer tax declarations, copies of paid real estate tax bills, and most recent notices of assessment valuation, if any. Drafts of all Seller Closing documents listed in this Section will be delivered to the City at least 5 days before the Closing Date for the City's approval. The City will assist the Seller in preparing the documents reasonably required to close the transactions contemplated by this Agreement.

11. City's Obligations at Closing. At Closing, and subject to the terms, conditions, and provisions hereof, and the performance by Seller of its obligations as set forth herein, City shall deliver the Purchase Price, less any credits provided or authorized by this Agreement, and City's share of Closing costs. At or before Closing, City will execute and deliver to the Escrow Agent such documents, and perform such acts, as are reasonably necessary to accomplish and/or consummate the Closing.

12. Delivery of Possession of Property. The Seller shall deliver legal fee simple title for the Property to the City at Closing. Except as otherwise provided in this Agreement, if the City

alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property before Closing without the prior written consent of the Seller, such event shall constitute a breach by the City under the Agreement and the Seller may, as Seller's sole remedy, terminate the Agreement and the Parties' respective rights and obligations hereunder.

13. Deed. The deed to be delivered by Seller at Closing shall be a warranty deed in a form approved by the City. Any reference to the term "Deed" or "deed" herein shall be construed to refer to such form of deed.

14. Indemnification. The City agrees to indemnify and fully protect, defend, and hold the Seller harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees, and expenses of every kind and nature that may be sustained by or made against the Seller resulting from or arising out of:

(a) Inspections or repairs made by the City or its agents, employees, contractors, successors or assigns; and

(b) The City's use and/or occupancy of the Property prior to Closing,

except to the extent caused by the negligent, willful, or intentional act of the Seller.

15. Risk of Loss. In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing, the Seller may, with the consent of the City, repair or restore the Property, or the Seller may terminate the Agreement. If the Seller repairs or restores the Property, then the Seller may, with the consent of the City, limit the amount to be expended. Whether or not Seller repairs or restores the Property, the City's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement. The City will provide no indemnification to the Seller otherwise required under this Agreement in the event that the Seller takes any action, whether consented to or not by the City, to repair or restore the Property.

16. Brokerage. City and Seller represent and warrant that neither has retained or engaged a broker, real estate agent, or representative in connection with this Agreement, including, without limitation, any transaction contemplated by this Agreement. Seller and City hereby agree to indemnify and hold one another harmless for any claim (including reasonable expenses, including legal fees and costs, incurred in defending such claim, demand, or cause of action) made by a broker or sales agent or similar party in connection with this transaction and claiming by or through the indemnifying Party and not disclosed herein. The provisions of this Section shall survive the Closing.

17. **Remedies.** If either Party defaults in the performance of this Agreement, the nondefaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) at the City's sole discretion, pursue specific performance. In the event of termination, the Escrow Agent shall refund to the originating Party any funds paid as part of the transaction. Seller and City hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

# 18. Miscellaneous.

(a) <u>No Waiver</u>. The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, exercising its sole discretion, may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

(b) <u>Time of Essence</u>. Time is of the essence of this Agreement.

(c) <u>Governing Law</u>. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Lake, State of Illinois.

(d) <u>Notices</u>. All notices and demands given or required to be given by any Party hereto to any other Party shall be deemed to have been properly given if and when delivered in person, sent by email, or 3 business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any Party shall specify to the other Party pursuant to the provisions of this Section):

If to Seller:

mail			
mail		 _	-
mail			
mail			
mail		 	
	Email:		

If to City:

City of Lake Forest Attn: Catherine Czerniak 800 Field Drive Lake Forest, IL 60045 Email: czerniac@cityoflakeforest.com

With a Copy to: Ancel Glink, P.C. Attn: Gregory W. Jones 140 S. Dearborn Street, 6th Floor Chicago, Illinois 60603 Email: gjones@ancelglink.com In the event either Party delivers a notice by email, as set forth above, such Party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by email, provided that the procedures set forth above are fully complied with. Any Party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such Party.

(e) <u>Assignability</u>. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor City may assign this Agreement or its rights herein to any third party without the prior written consent of the other Party.

(f) <u>Severability</u>. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court with jurisdiction over this Agreement, it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

(g) <u>Complete Agreement</u>. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be amended or modified only in a writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to City at Closing, except as specifically provided herein.

(h) <u>No Third Party Beneficiaries</u>. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties and their successors and assigns. Nothing herein, express or implied, is intended to or shall 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.

(i) <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

[Signature page follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

CITY:

<b>City of Lake Forest</b> , an Illinois municipal corporation	Attest	
Name: Title:	Name: Title:	
Date:	Date:	
SELLER:		
Kathleen Knarvik		
	_	
Date:	<u>_</u>	

# Exhibit A

# **Legal Description**

The North half of Lot 5 (except that part of said premises falling within the South 4 rods of the West 1 rod of said Lot 5) in Schneider and Nahin's Second Addition to Northmoor Terrace, being a Subdivision of the East 21 rods of the North 25 rods of the West half of Lot 2 in the North East Quarter of Section 4, Township 43 North, Range 12, East of the Third P.M., according to the plat thereof, recorded December 26, 1923, as Document 233269, in Lake County, Illinois, in Book "M" of Plat. Page 43.

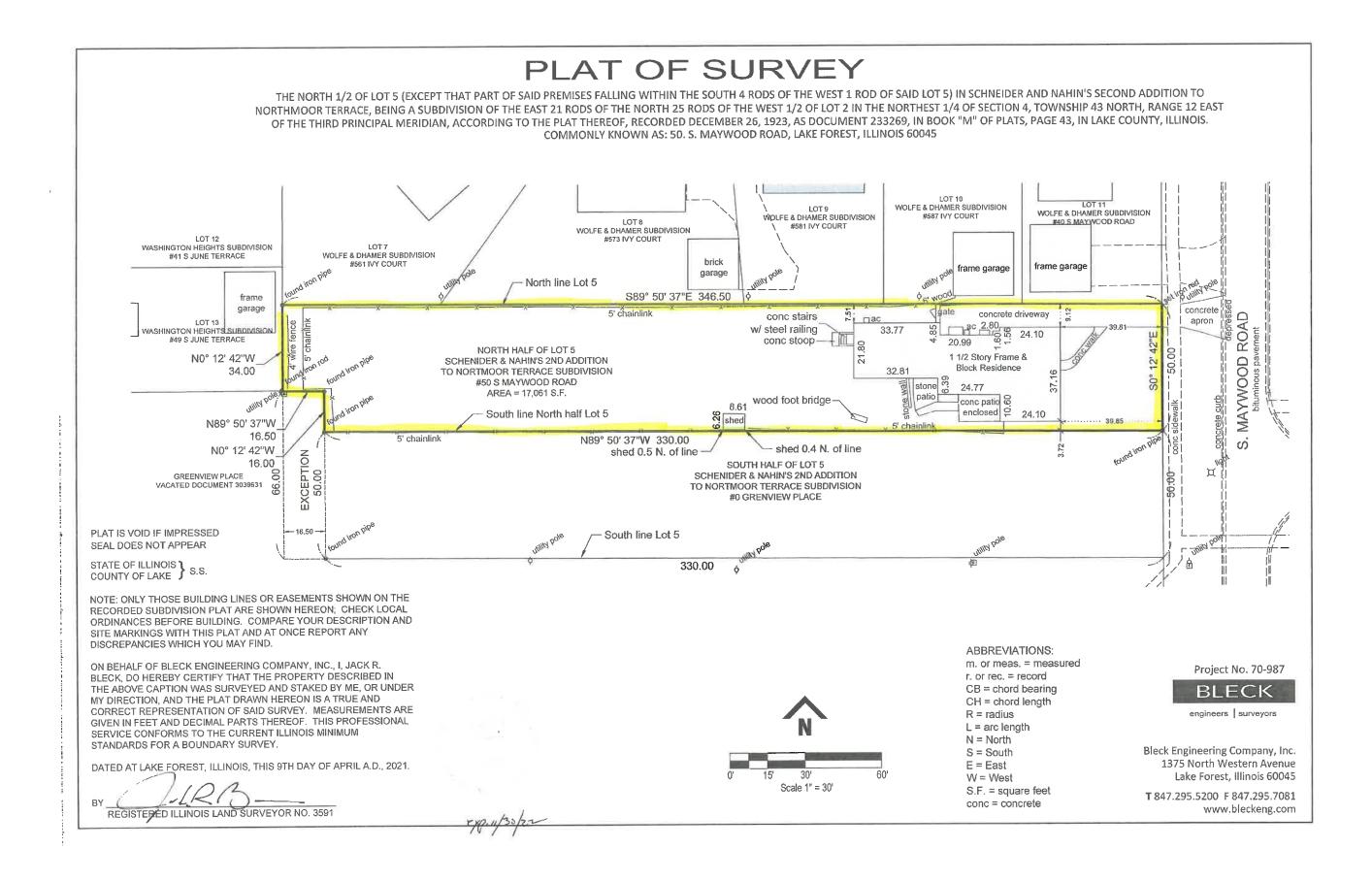
Permanent Index Number (PIN): 16-04-202-019

Address of Real Estate:

50 S. Maywood Road, Lake Forest, Illinois 60045

# Exhibit B

# **Permitted** Exceptions



#### The City of Lake Forest <u>CITY COUNCIL</u> **Proceedings of the Monday, April 5, 2021** City Council Meeting - City Council Chambers **REMOTE ACCESS MEETING**

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

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

Absent: none

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE was recited.

**REPORTS OF CITY OFFICERS** 

#### COMMENTS BY MAYOR

Mayor Pandaleon made the following statement as required by the Open Meetings Act. In accordance with state statute, Mayor Pandaleon has made a determination that it was not practical or prudent to schedule an in-person City Council meeting because of the COVID-19 pandemic, which is why this April 5, 2021 City Council meeting is being held remotely.

Mayor Pandaleon made a statement regarding various items on the agenda, and the impact they have on the community.

#### 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)

Mayor Pandaleon introduced Director of Community Development, Catherine Czerniak, who explained the ownership history of the location formerly known as Market House, and how the right of first refusal gives the City the right to review any exterior changes, recognizing the significance of its historic significance. Additionally, she stated that members of the Historic Preservation Commission have heard the proposal to consider modifications to the entrance of the building, and upgrades to the patio.

The City Council discussed the legality of the partial release of rights, and the details of the entrance and patio change.

# <u>COUNCIL ACTION</u>: Approval of 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.

Alderman Goshgarian made a motion to approve of 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, seconded by Alderman Preschlack. The following

voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

#### 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)

Mayor Pandaleon introduced Finance Director, Elizabeth Holleb who gave an in-depth explanation regarding a short-term financial incentive agreement with Le Colonial. She further explained the goals related to the agreement, including the unique improvements to the property, anticipated volume of sales, and the sales tax revenue that the City will receive immediately, instead of postponing the timeline.

The City Council voiced their support for the project and their appreciation to the Le Colonial team.

#### <u>COUNCIL ACTION</u>: Approval of 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.

Alderman Morris made a motion to approve of 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, seconded by Alderman Weber. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

Mayor Pandaleon introduced one of the restaurant proprietors, Joe King, who gave a brief overview of the process of the project, discussed the identification of Lake Forest for the restaurant and the anticipated opening date. He thanked the City Council and City Staff for all of their support in welcoming Le Colonial to the community.

#### COMMENTS BY CITY MANAGER

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

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

#### **COMMITTEE REPORTS**

#### ITEMS FOR OMNIBUS VOTE CONSIDERATION

**<u>COUNCIL ACTION:</u>** Approval of the nine (9) Omnibus items as presented

- 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 March 15, 2021, City Council Meeting Minutes
- 3. 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
- 5. Approval of Wright Benefit Strategies Benefit Consulting Services for Fiscal Year 2022 in the Amount of \$30,900
- 6. 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
- 7. 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
- 9. Consideration of Ordinances Approving Recommendations from the Building Review Board. (First Reading, and if Desired by the City Council, Final Approval)

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

Seeing none, he asked for a motion.

#### **<u>COUNCIL ACTION</u>**: Approval of the nine (9) omnibus items as presented:

Alderman Rummel made a motion to approve the nine (9) Omnibus items as presented, seconded by Alderman Morris. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

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

#### **NEW BUSINESS**

This item was moved to an earlier point in the agenda

# 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

Mayor Pandaleon introduced Finance Director, Elizabeth Holleb. She discussed the current capital improvement campaign that the Ragdale Foundation is conducting including a number of projects on the current property. She explained how the projects are long-term in nature, and explained the letter request received from the foundation to support the pledge commitments that will be received over the next five-year period. Fred Klein and Barbra Schumann, representing the Ragdale Foundation spoke to fundraising and projects happening at Ragdale.

The City Council discussed the collateral on the loan and the funds that are being utilized to provide the loan to the Ragdale Foundation, along with quarterly reports that the City receives.

#### <u>Council Action</u>: Approval of a \$1.5 million loan to the Ragdale Foundation.

Alderman Rummel made a motion to approve of a \$1.5 million loan to the Ragdale Foundation, seconded by Alderman Preschlack. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

#### ORDINANCES

#### 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)

Mayor Pandaleon made a statement regarding the culmination of a decade's work on the Master Plan and the work on this and other related projects through various Boards and Commissions, with City Staff and, the Developer. He stated it is now up to the Council to provide direction to this project.

Director of Community Development, Cathy Czerniak gave a presentation highlighting the history of the McKinley planned Multi-Family Phase 3 project. She began by explaining that the property is located near the Central Business District on the east side of McKinley Road between Westminster and Deerpath. The current Petition before the City council is in Phase 3 of a larger Planned Development.

Ms. Czerniak covered five topics in-depth which included; Process- "How did we get here?" Phase 3-Current Plan & the Evolution, Evaluation Criteria/Standards/Parameters, the Plan Commission Review and Action and Council Options. In addition to the current development, she discussed the history of additional projects that have supported the Central Business District and increased home sales. This directly correlated with the Master Plan development and additional Development Parameters. She gave an extensive history regarding the review process from other projects.

Finally, Ms. Czerniak reviewed the options for City Council action. Accept the Plan Commissions Recommendation – deny the petition, or overturn the Plan Commission's recommendation and grant first reading, and if desired, final approval, of two Ordinances.

Members of the City Council offered their opinion and asked clarifying questions. The City Council had lengthy discussion regarding the options presented to be considered by the City Council.

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

Mayor Pandaleon recognized the following persons.

Jeff Torosian offered comment to the City Council. Todd Curry offered comment to the City Council Kari Sroka offered comment to the City Council Pauline Moore offered comment to the City Council Sally Downey offered comment to the City Council Arlend Peterson offered comment to the City Council Regina Lind offered comments to the City Council Susan Daly offered comment to the City Council Lesley Lardino offered comment to the City Council Marcy Kerr offered comment to the City Council Rommy Lopat offered comment to the City Council Ellie Notsly offered comment to the City Council

After public comment, City Council members gave lengthy remarks regarding the two options presented. Ms. Czerniak clarified if the Council chooses to approve the Ordinances, This would move to the Historic Preservation Commission, who will review the project based on their seventeen standards.

#### **<u>COUNCIL ACTION</u>**: 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 XXX) 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 XXX) 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.

Mayor Pandaleon asked for a motion to approve the requested zone change, Alderman Preschlack moved, seconded by Alderman Goshgarian. The following voted "Aye": Alderman, Notz, Preschlack, Goshgarian and Weber. The following voted "Nay": Alderman Karras, Rummel and Buschmann.

There was clarification from City Attorney Tappendorf regarding an Ordinance requiring five votes to pass. The Mayor thanked the members of the Plan Commission and neighbors and noted this item should have the opportunity to be evaluated by the HPC, and opted to exercise his right to vote on this agenda item.

The following voted "Aye": Mayor Pandaleon. 5-ayes, 3-Nays, 1-Abstention motion carried.

Mayor Pandaleon asked for a motion to approve the Special Use Permit, Alderman Preschlack moved, seconded by Alderman Goshgarian. The following voted "Aye": Alderman, Notz, Preschlack, Goshgarian and Weber. The following voted "Nay": Alderman Karras, Rummel and Buschmann.

The Mayor opted to exercise his right to vote on this agenda item.

POINT OF ORDER- Alderman Rummel- Zoning Administration clarification on who is allowed to vote. City Attorney Tappendorf gave clarification to the City Council.

Alderman Buschmann raised a question on first reading and zoning entitlements. City Attorney Tappendorf gave clarification to the City Council.

Mayor Pandaleon asked for a motion to grant final approval for a Zone change. Alderman Goshgarian moved, seconded by Alderman Preschlack. The following voted "Aye": Alderman, Notz, Preschlack, Goshgarian and Weber. The following voted "Nay": Alderman Karras, Rummel and Buschmann.

The Mayor opted to exercise his right to vote on this agenda item.

The following voted "Aye": Mayor Pandaleon. 5-Ayes, 3-Nays, 1-Abstention motion carried.

Mayor Pandaleon asked for a motion to reconsider the item previously voted on and grant final approval of a Special Use Permit, Alderman Preschlack moved, seconded by Alderman Goshgarian. The following voted "Aye": Alderman, Notz, Preschlack, Goshgarian and Weber. The following voted "Nay": Alderman Karras, Rummel and Buschmann.

The Mayor opted to exercise his right to vote on this agenda item.

The following voted "Aye": Mayor Pandaleon. 5-Ayes, 3-Nays, 1-Abstention motion carried.

Mayor Pandaleon reiterated the appreciation of the work of all Boards & Commissions.

The City Attorney clarified that the HPC is the final decision maker, and the City Council would not normally see this item again.

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

The City Council members were reminded of the Tuesday April 6 election. There was additional discussion regarding the Earth Day beach cleanup event scheduled for Saturday April 17. Mayor Pandaleon made comments regarding the pop-up vaccination site that City staff has been coordinating.

#### ADJOURNMENT

There being no further business Mayor Pandaleon asked for a motion. Alderman Preschlack made a motion to adjourn, seconded by Alderman Rummel. Motion carried unanimously by voice vote at 9:52 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 <u>www.cityoflakeforest.com</u>. Click on I Want To, then click on View, then choose Archived Meetings Videos.



# PROCLAMATION

- WHEREAS, Arbor Day will be officially observed in the State of Illinois on Friday, April 30, 2021, by proclamation of the Governor and the planting of trees on Arbor Day is a traditional activity throughout the State and The City of Lake Forest, and
- **WHEREAS,** Lake Forest, with its environment of natural areas, is particularly dedicated to the observance of this day and has consistency throughout its history enacted ordinances to preserve its trees and other natural assets, and
- WHEREAS, citizen groups, garden clubs, and private and public institutions have actively supported preservation efforts and the renewal of natural areas through tree planting and landscape projects, and
- WHEREAS, the celebration of Arbor Day 2021 in Lake Forest will include the distribution of tree seedlings to the public at designated locations, and Arbor Day 2021 will be celebrated throughout the day in programs at schools and other locations; and at South Park (located at 150 S. Maywood Rd), on Friday, April 30 at 1:00 p.m., where the City's official Arbor Day tree, one Autumn Gold Ginkgo tree, will be planted, and
- WHEREAS, trees in our City, wherever they are planted, increase property values, enhance our business and residential areas, beautify our community, and are a source of joy to gladden the hearts and promote the environmental wellbeing of present and future generations, and
- WHEREAS, The City of Lake Forest has been recognized as Tree City USA for fortyone consecutive years by the National Arbor Day Foundation,

NOW, THEREFORE, I, George Pandaleon, Mayor of The City of Lake Forest, do hereby proclaim Friday, April 30, 2021, as ARBOR DAY in The City of Lake Forest, and I urge all citizens to support efforts to protect our trees and woodlands, to support our City's forestry program, to plant trees on this day, and to join in the celebration ceremonies.

IN WITNESS HEREOF, I have hereunder set my hand and have had the Seal of The City of Lake Forest affixed this 19<sup>th</sup> day of April, 2021.

George Pandaleon, Mayor

# **NOTICE OF APPOINTMENT OF AUTHORIZED AGENT**

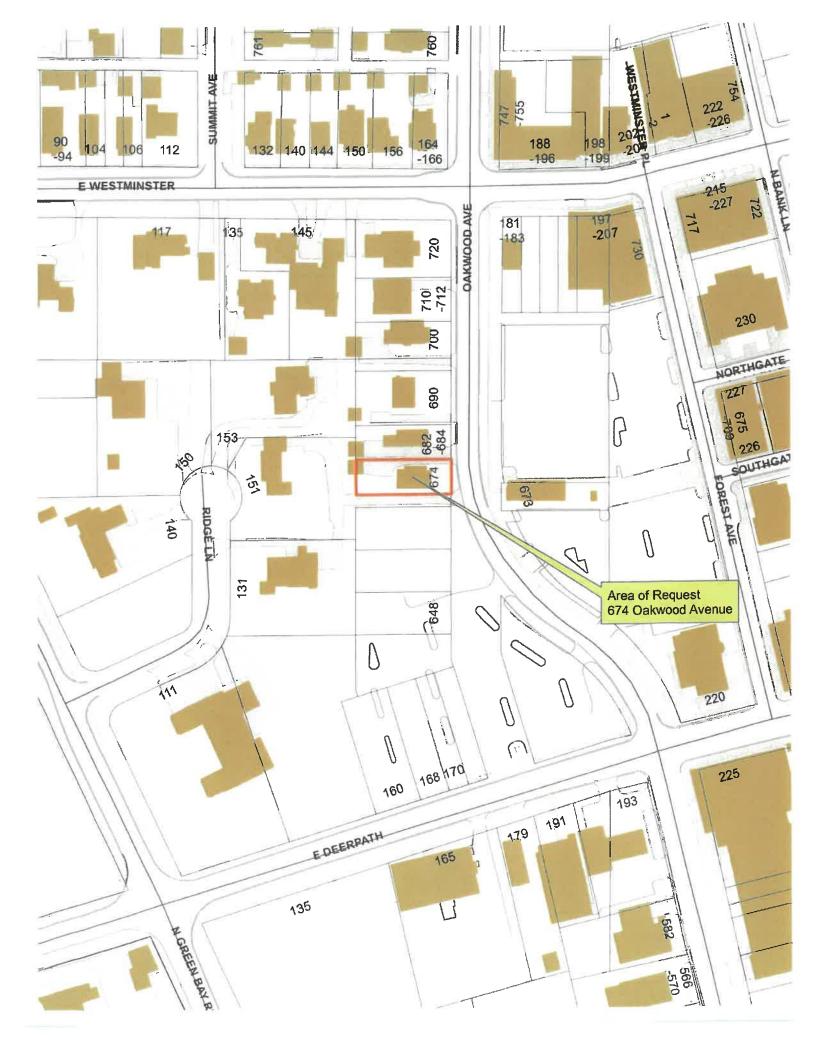
IMRF Form 2.20 (Rev. 10/2014)

#### **INSTRUCTIONS**

- The governing body of an IMRF employer (including townships) can appoint any qualified party as the employer's IMRF Authorized Agent.
- The governing body makes the appointment by adopting a resolution.
- The clerk or secretary of the governing body must certify the appointment (see Certification below).
- Mail the completed form to the Illinois Municipal Retirement Fund.
- A copy of the completed form should be retained by the employer.
- The new Authorized Agent will need to register for a new User ID on IMRF Employer Access.

EMPLOYER NAME The City of Lake Forest			EMPLOYER IMRF I.D. NUMBER 3362
AUTHORIZED AGENT'S SALUTATION	ST NAME	FIRST NAME	MIDDLE INITIAL JR., SR., II, ETC.
Dr. Mr. Mrs. Ms. Ca	ampbell	Amber	E.
TYPE OF GOVERNING BODY Municipality			
DATE APPOINTMENT MADE (MM/DD/YYYY)	EFFECTIVE DATE OF A	APPOINTMENT (MM/DD/YYYY)	POSITION TITLE
04/19/2021	05/01/2021		Director of Human Resources
Powers and duties delegated to Author removed the requirement that the Author Power and the requirement that the Author Power and the A			Pension Code by governing body (P.A. 97-0328 a petition or cast a ballot):
To file Petition for N	Nominations of an Ex	ecutive Trustee of IMRF	Yes No
To cast a Ballot for	Election of an Exect	utive Trustee of IMRF	Yes No
Χ			04/19/2021
SIGNATURE OF AUTHORIZED AGENT NAME	DABOVE		DATE (MM/DD/YYYY)
CERTIFICATION			
I,		, do hereby certify that I	am
NAME			CLERK OR SECRETARY
of the	NAME OF	EMPLOYER	
and the keeper of its books and records and the foregoing appointment and delegation were made by resolution duly adopted on the date indicated.			
SEAL			
			SIGNATURE OF CLERK OR SECRETARY
BUSINESS ADDRESS All correspondence and communicati	ons with the Authori	zed Agent are to be addre	essed as follows:
NAME (IF DIFFERENT FROM ABOVE)			
Ms. rs. 🗆 Ms.			
BUSINESS ADDRESS			
800 N. Field Drive			
CITY STATE AND ZIP + 4			
Lake Forest, IL 60045			
DAYTIME TELEPHONE NO. (with Area Code)		ALTERNATE	TELEPHONE NUMBER (with Area Code)
(847) 810	-3531		
FAX NO. (with Area Code)		EMAILADDR	RESS
(847) 234-	-3675	amber.ca	ampbell@cityoflakeforest.com
IMRF			
Employer Only Phone: 1 800 728		Suite 500 Oak Brook, IL 60	

Employer Only Phone: 1-800-728-7971 Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673) Fax (630) 706-4289 www.imrf.org



### THE CITY OF LAKE FOREST

#### ORDINANCE NO. 2021-\_\_\_

# AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN REVIEW AND GRANTING A FLOOR AREA EXCEPTION AND A HEIGHT VARIANCE FOR THE PROPERTY LOCATED AT 674 OAKWOOD AVENUE

WHEREAS, Michael and Ashley Yakes ("Owners") are the owners of that certain real property commonly known as 674 Oakwood Avenue, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the GR-3, General Residence District; and WHEREAS, the Owners desire to construct an addition at the rear and of the house, a replacement front porch and make other limited modifications to the house ("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, a portion of the Improvements as depicted on the Plans would exceed the maximum floor area allowances and the allowable height as set forth in Section 150.148 (C) of the City Code, which apply to new construction on, or additions and alterations to existing construction on, residential property; and

**WHEREAS**, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on April 7, 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 GR-3 District under the City Code,
- 2. Owners propose to construct the Improvements as depicted on the Plans,
- 3. as depicted on the Plans, a portion of the Improvements exceed the maximum floor area allowances and allowable height as set forth in Section 150.148(C) of the City Code,
- 4. the Improvements are consistent with the design standards in Section 150.147 of the City Code,
- 5. mature trees and other vegetation on the Property, in combination with the additional plantings planned as part of the project, effectively mitigate the appearance of excessive mass and height of the structure and as a result, the proposed development of the Improvements as set forth on the Plans is in keeping with the streetscape and overall neighborhood,
- 6. the Improvements are sited in a manner that minimizes the appearance of mass from the streetscape,
- 7. the proposed Improvements will not have a significant negative impact on the light to or views from neighboring homes,
- 7. the height and mass of the Improvements will generally be compatible with the height and mass of the existing structure and structures on adjacent lots, buildings on the street and on adjacent streets, and other residences in the same neighborhood,
- 8. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with this Ordinance, the recommended conditions, and the Plans, will meet the standards and requirements of Sections 150.147 and 150.148 of the City Code,

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

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

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

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

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

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

3

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

# SECTION THREE: Maximum Floor Area and Height Exception Granted.

Pursuant to Section 150.148 of the City Code, and subject to the limitations therein and the conditions set forth in Section Four of this Ordinance, the City Council does hereby grant an exception to the maximum floor area and height requirements set forth in Section 150.148(D) of the City Code, as more fully depicted on the Plans, by allowing the Improvements and other structures on the Property to have a maximum square footage not to exceed 2,536 square feet and a maximum height not to exceed 33'4 1/8".

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

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

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

- C. <u>Tree Preservation</u>. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. <u>Compliance with the Plans</u>. The Improvements must be developed on the Property in substantial compliance with the Plans.
- Fees and Costs. The Owners shall be responsible for paying all E. 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 consideration, approval, connection with the review, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.
- F. <u>Other conditions.</u> The improvements shall be substantially in conformance with the Board's deliberations as reflected on Exhibit C, Notice of Action Board Recommendation, attached hereto.

**SECTION FIVE: Effective Date**. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 90 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit D and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County. PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2021.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

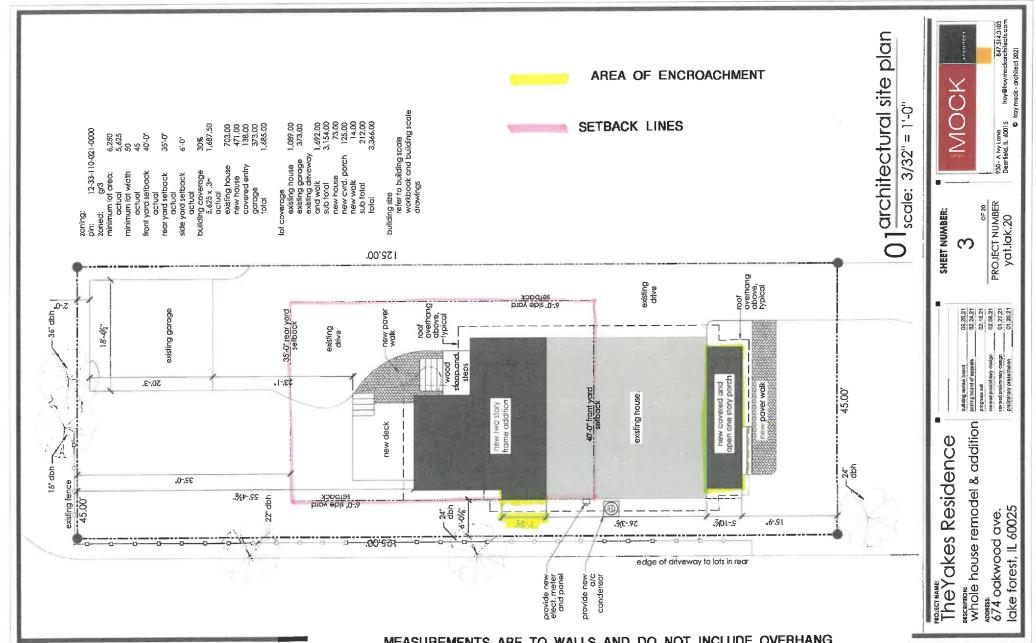
PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2021.

Mayor

ATTEST:

City Clerk

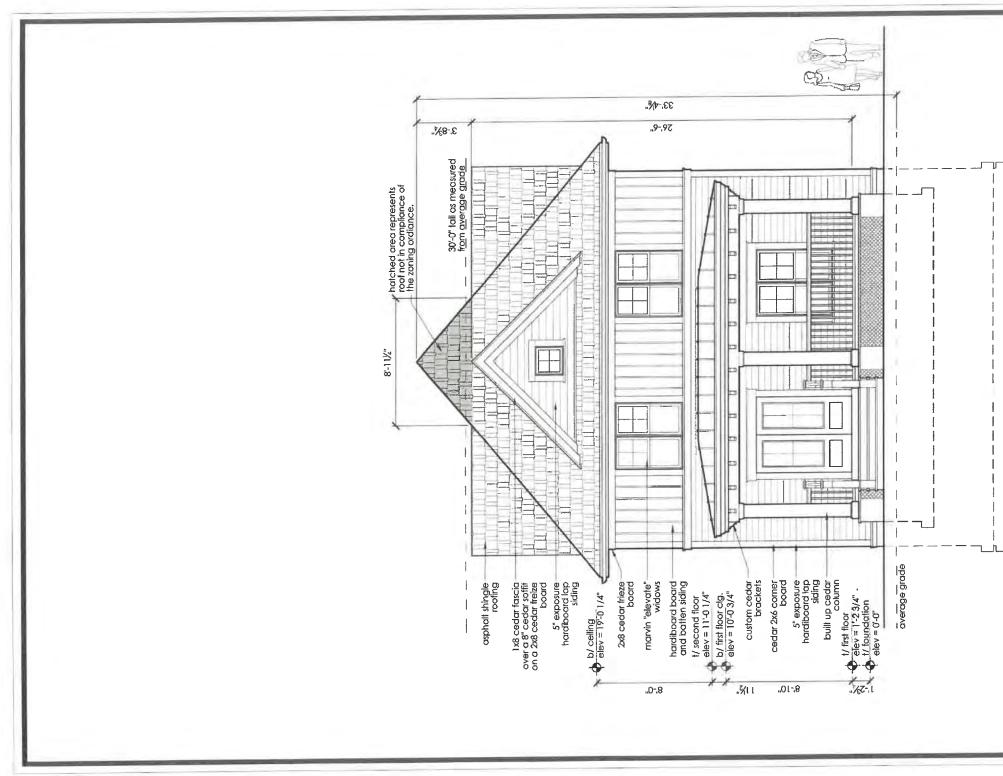






# PROPOSED SITE PLAN

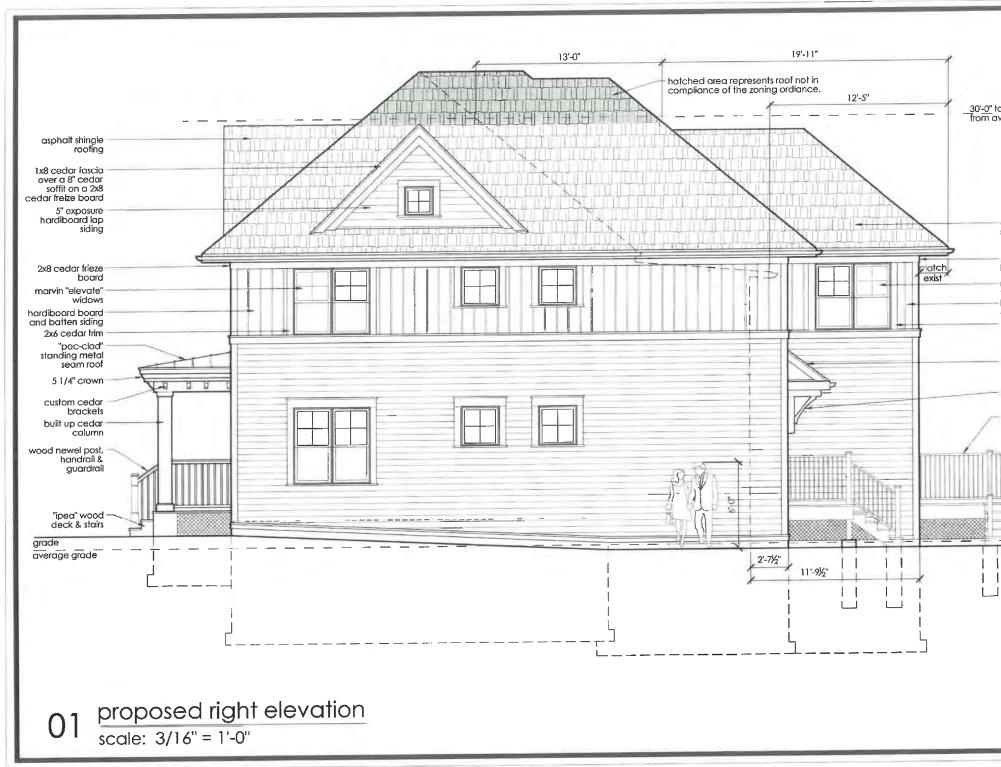
The Plans



$01 \frac{\text{proposed front elevation}}{\frac{37161}{312} = 11.01}$	
Protect NAME. The Yakes Residence bescarrow. Whole house remodel & addition whole house remodel & addition where the remodel & addition where house remo	920- A My Lone Perfield, IL. 2001 S. troy@troymocckathliects.com

# PROPOSED EAST ELEVATION

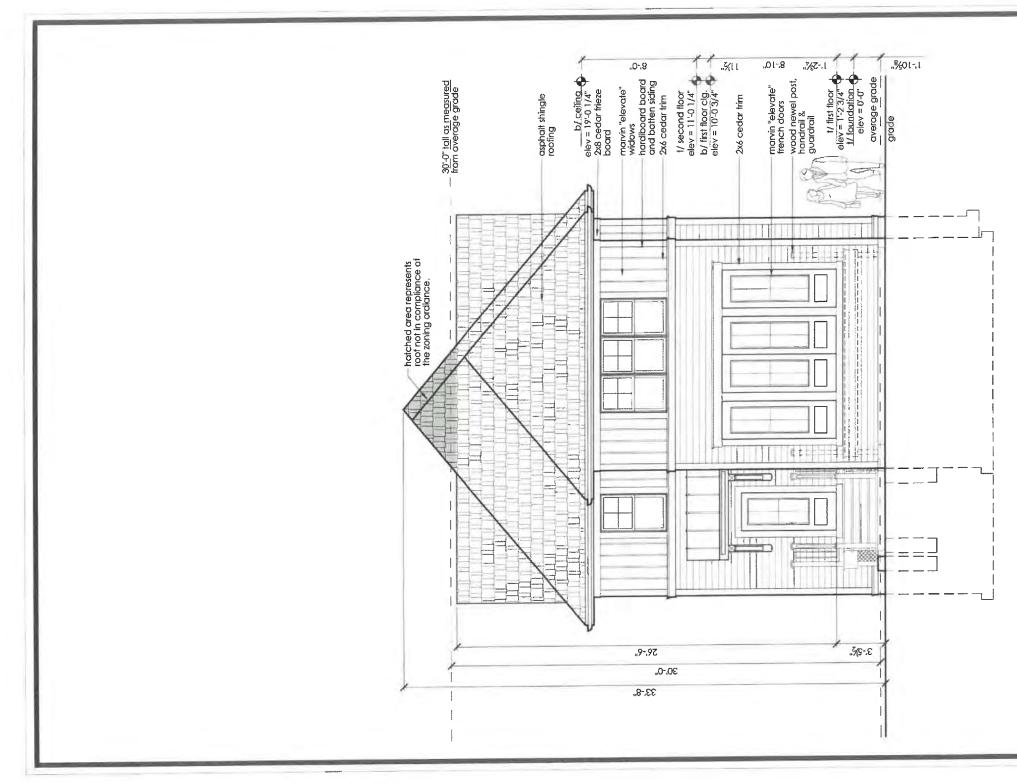
<u>The Plans</u>



# PROPOSED NORTH ELEVATION

a <u>ll as measured</u> iverage grade	S20 - A tyry Larrie Deerfield, IL 20015 fory mock - architect 2021
asphalt shingle roofing 2x8 cedar frieze board marvin "elevate" widows hardiboard board and batten siding 2x6 cedar trim	SHEET NUMBER: 15 of 20 PROJECT NUMBER yat.lak.20
"pac-ckad" standing metal seam roof custom cedar brackets wood newel post, handrail & guardrail	ProJECT NAME: The Yakes Residence percention: whole house remodel & addition whole house remodel & addition 674 oakwood ave. 674 oakwood ave. idde forest, IL 60025





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	Refer NUMBER: 13 or 20 project NUMBER yat.lak.20
ar elevation o"	building review board 02, 26, 21 200hg board of apsents 02, 24, 21 progress star reviets perimteny design 01, 20, 21 reviewed perimteny design 01, 27, 21 perimting presentation 01, 20, 21
<b>01</b> proposed rear elevation scale: 3/16" = 1'-0"	PROJECT NAME The Yakes Residence whole house remodel & addition 674 oakwood ave. lake forest, 1L 60025

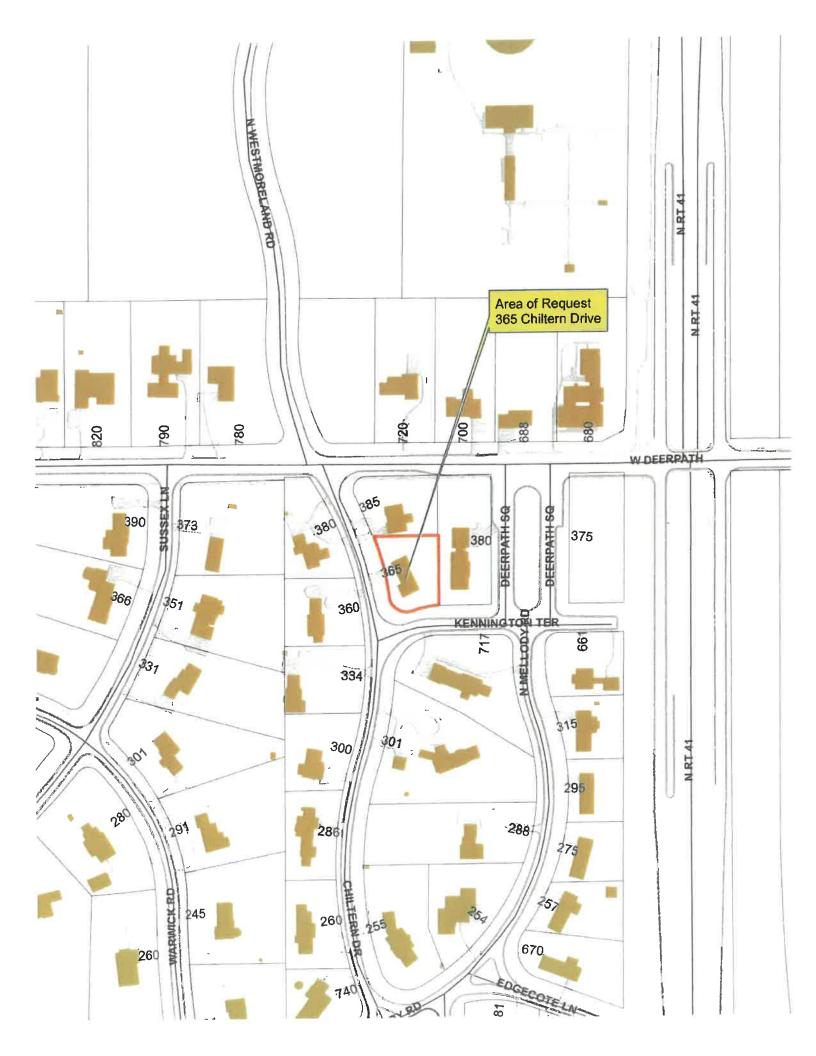
# PROPOSED WEST ELEVATION

<u>The Plans</u>



# PROPOSED SOUTH ELEVATION

asphalt shingle oofing x8 cedar fascia yver a 8" cedar offit on a 2x8 zedar freize board	730 - A hy Lone     847,514,3108       730 - A hy Lone     847,514,3108       730 - A hy Lone     1roy@iroymockarchilects.com       6 iroy mock - architect 2021
" exposure lardiboard lap iding 2x8 cedar frieze board narvin "elevate" vidows lardiboard board and batten siding	SHEET NUMBER: 17 OF 20 PROJECT NUMBER Yat.Iak.20
bx6 cedar trim pac-clad" tanding metal eam roof 5 1/4" crown custom cedar orackets ouit up cedar column wood newel post, andrail & guardrail	building review coard zoning board of appeals progress set reviewd preliminary dasign reviewd preliminary dasign reviewd preliminary presentation 01,2021
ipea" wood Jeck & stairs  e grade	PROJECT NAME: The Yakes Residence DESCRIPTION: Whole house remodel & addition ADDRES: 674 oakwood ave. Iake forest, IL 60025



# THE CITY OF LAKE FOREST

# ORDINANCE NO. 2021- \_\_\_\_

# AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE PROPERTY LOCATED AT 365 CHILTERN DRIVE

WHEREAS, Adam Milewski ("Owner") is the owner of that certain real property commonly known as 365 Chiltern Drive, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("*Property*"); and

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

WHEREAS, the Owner desires to partially demolish the existing residence and construct a second story addition ("*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 April 7, 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-3, 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:** <u>Recitals</u>. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth.

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

the Application to allow the partial 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. <u>No Authorization of Work</u>. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. <u>Compliance with Laws</u>. Chapters 150, regarding buildings and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. <u>Tree Preservation</u>. The Owner will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. <u>Compliance with the Plans</u>. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. <u>Fees and Costs</u>. The 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. <u>Other conditions.</u> The improvements shall be substantially in conformance with the Board's deliberations as reflected on Exhibit C, Notice of Action – Board Recommendation, attached hereto.

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

effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if the 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.

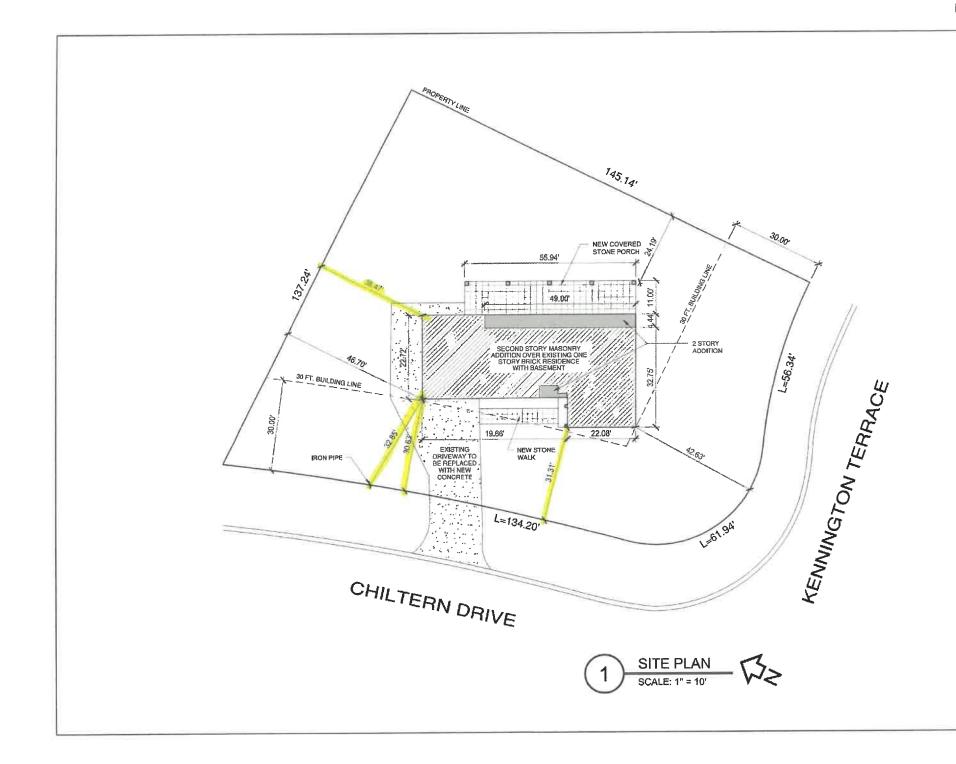
PASSED THIS	_ DAY OF	, 2021
AYES: ( )		ABSENT: ( )
NAYS: ()		ABSTAIN: ( )

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

Mayor

ATTEST:

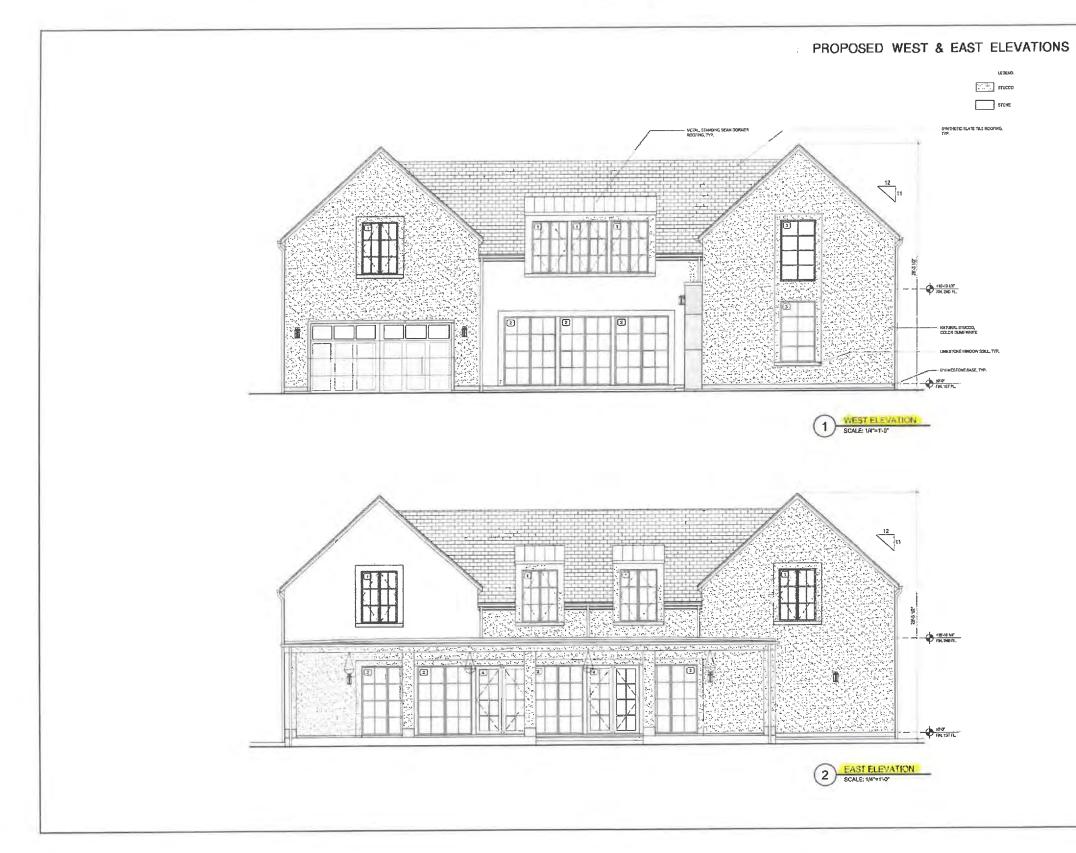
City Clerk



#### PROPOSED SITE PLAN

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<u>The Plans</u>

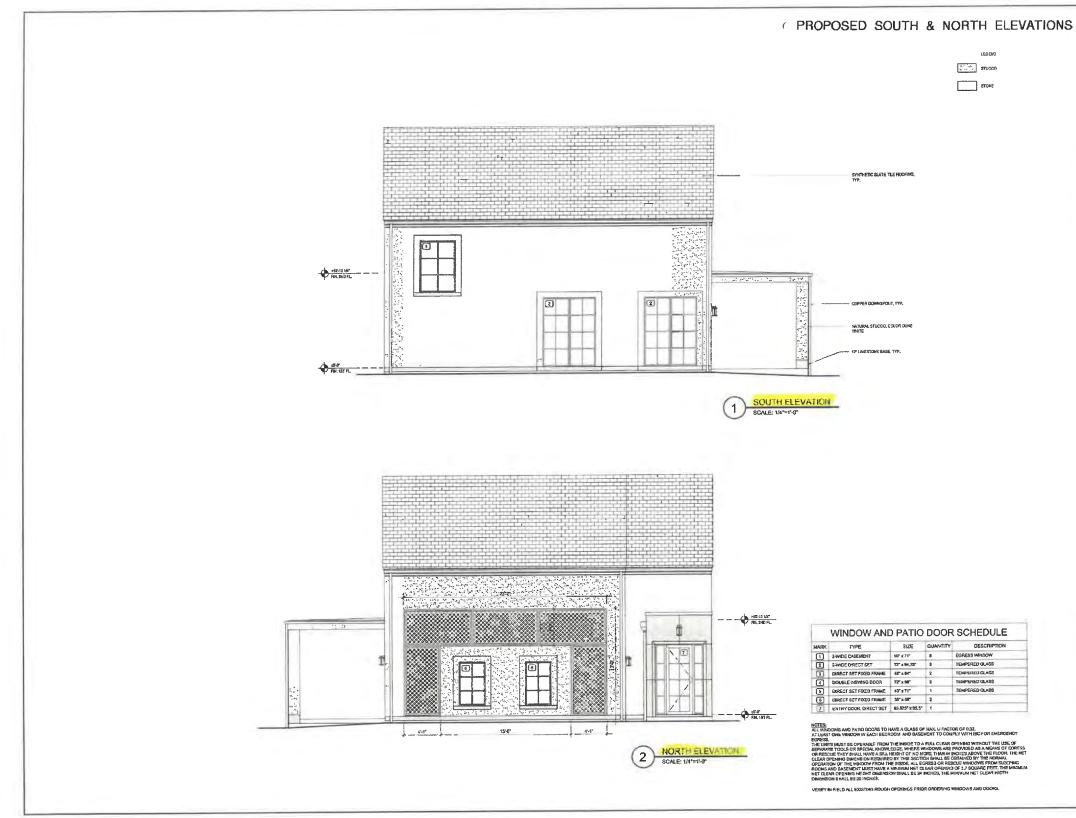


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And Personnel Statements

### The Plans



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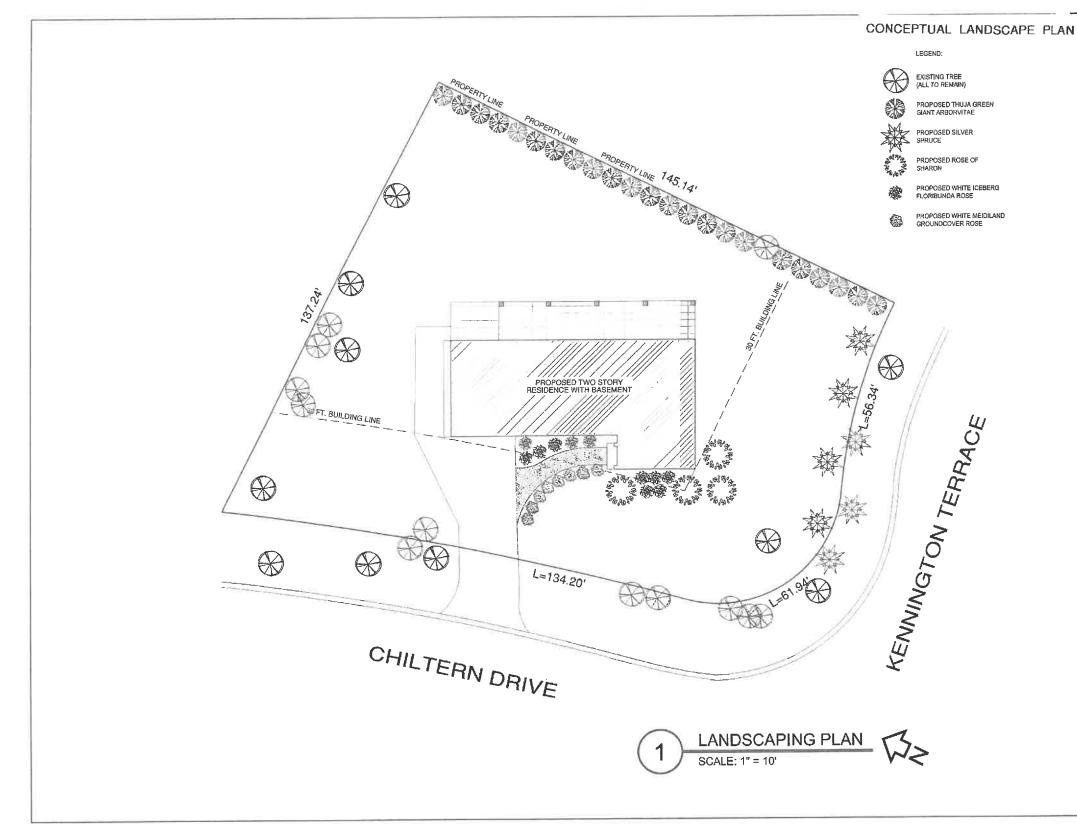
DESIGN STUDIO, INC

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953' Noge ST. SHILLER PARK, IL 60176 Telephone: (847) 630 5000, Email: wbioly@2mbdasionstatic Ernatt: ML CONCEPTS, DESERTE AND PLANS DESCRIPTOR DEBUGGEV DECLEMENTS ON THE DOCUMENT AND THE MOVEMENT OF THE DECLEMENTS OF ONE ONE, AND ARE FOR USE ON AND THE DOCUMENT. BIT THE PROJECT RECENT IN THE DOCUMENT, MARE OF DOCUMENT, THE PROFILE OF THE DOCUMENT, MARE OF PLANESE WIDOWT THE PROFIL WHITCH FRANCESON OF THE PLANESE WIDOWT THE PROFIL WHITCH FRANCESON OF THE PLANESE WIDOWT THE PROFIL WHITCH FRANCESON OF THE I HOREDY CENTRY THAT INCERE DRAMATICES AND SPECIFICATIONS WERE PARAMED UNCOT INT PERSONAL SUPERVISION AND TO THE BEST OF INT REQUESTION, CONTONN WITH ALL PROTINENT COSIS AND OTEXTINENTS. THE SSTRUCTURAL SSHOP Ltd. 9801 River Street Schiller Park, Minola 60176 tel 847 349 1098 fax 647 349 1098 THE MILEWSKI RESIDENCE ADDITION AND REMODELING 365 CHILTERN DRIVE LAKE FOREST, IL 60045 REVISIONS DESCRIPTION APPROVE JTH AND NORTH 1/4" = 1"-0" SHEET NO. 3R DRAWN DY: JOB No.: DATE: A9 01/18/2021

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# <u> The Plans</u>



# ZMB DESIGN STUDIO, INC FOC 41/27 51. SHILLER Telephane: (847) 030 000 Emoli: stick@2mbdelgnsh www.2mbselignstudio.com I HEREBY CERTIFY THAT THESE DRAWINGS AND SPECIFICATIONS WERE PREPARED UNDER MY PERSONAL SUPERVISION AND TO THE BOLT OF MY INFORMED'S, COMPOSITIVE ALL PERTIMENT CODES AND ORDINANCES THE STRUCTURAL SHOP Ltd. Schler Pathon Street Mar Stab 1000 THE MILEWSKI RESIDENCE ADDITION AND REMODELING 365 CHILTERN DRIVE LAKE FOREST, IL 60045 REVISIONS DATE DESCRIPTION LANDSCAPING PLAN SCHLE: 1\*-10' \* DRAWH EY: 58 JOB No.-DATE: 02/13/2021 SHEET N 1b



#### THE CITY OF LAKE FOREST

#### ORDINANCE NO. 2021- \_\_\_\_

#### AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE PROPERTY LOCATED AT 1525 SAGE COURT

**WHEREAS**, Fidelity WES of Oak Knoll, LLC (Mike DeMar) ("*Owner*") is the owner of that certain real property commonly known as 1525 Sage Court, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("*Property*"); and

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

WHEREAS, the 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 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 April 7, 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-4, Single Family Residence District under the City Code,

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

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

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

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

- A. <u>No Authorization of Work</u>. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. <u>Compliance with Laws</u>. Chapters 150, regarding buildings and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- <u>Tree Preservation</u>. The Owner will fully comply with Chapter
   99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. <u>Compliance with the Plans</u>. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. <u>Fees and Costs</u>. The 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. <u>Other conditions.</u> The improvements shall be substantially in conformance with the Board's deliberations as reflected on **Exhibit C**, Notice of Action – Board Recommendation, attached hereto.

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

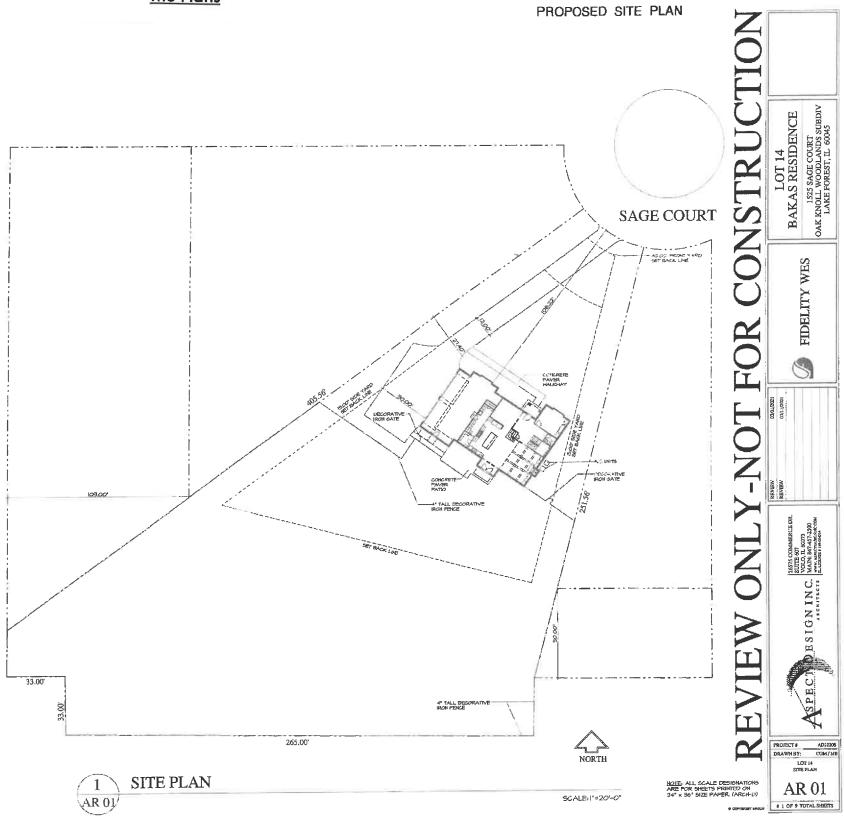
PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2021.

Mayor

ATTEST:

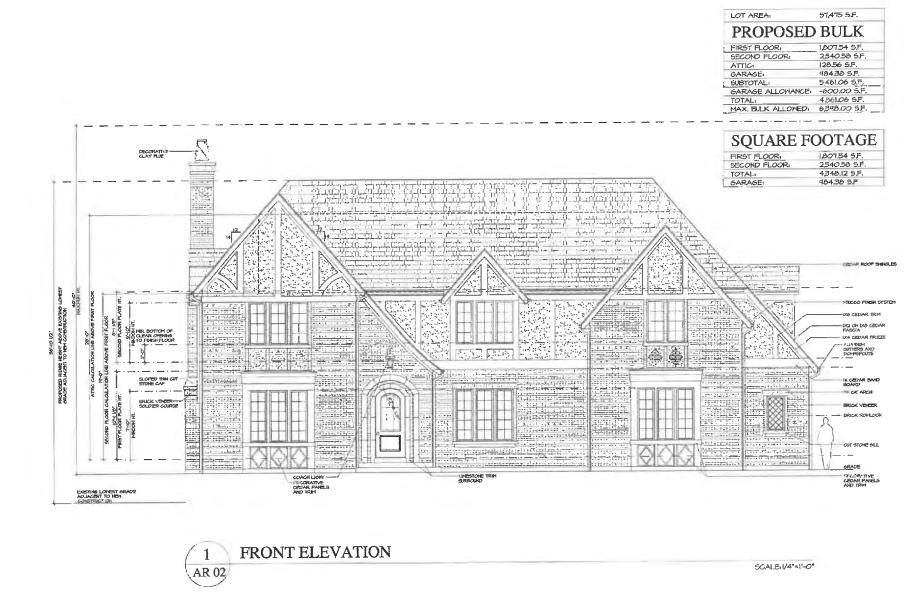
City Clerk

<u>The Plans</u>



The Plans

PROPOSED NORTH ELEVATION









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

, <u>The Plans</u>

PROPOSED WEST ELEVATION

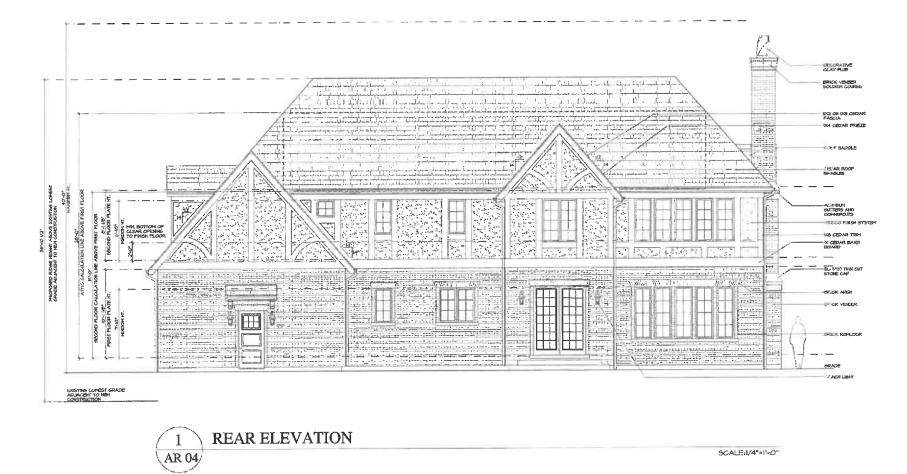


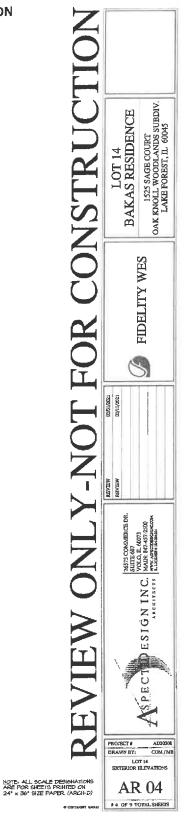
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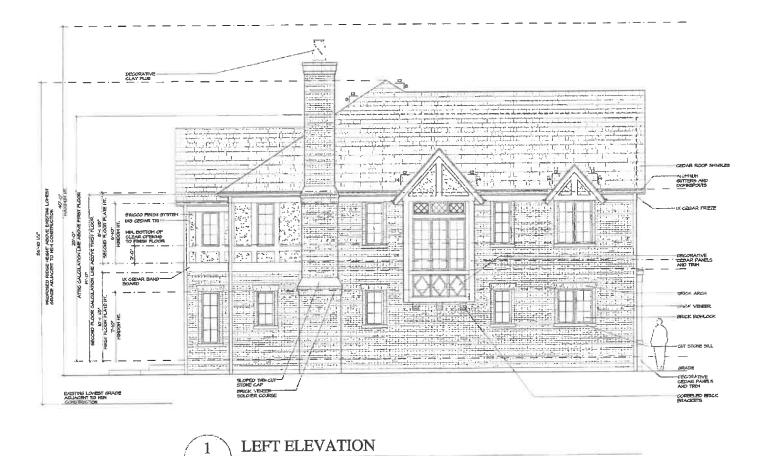
PROPOSED SOUTH ELEVATION





The Plans

PROPOSED EAST ELEVATION



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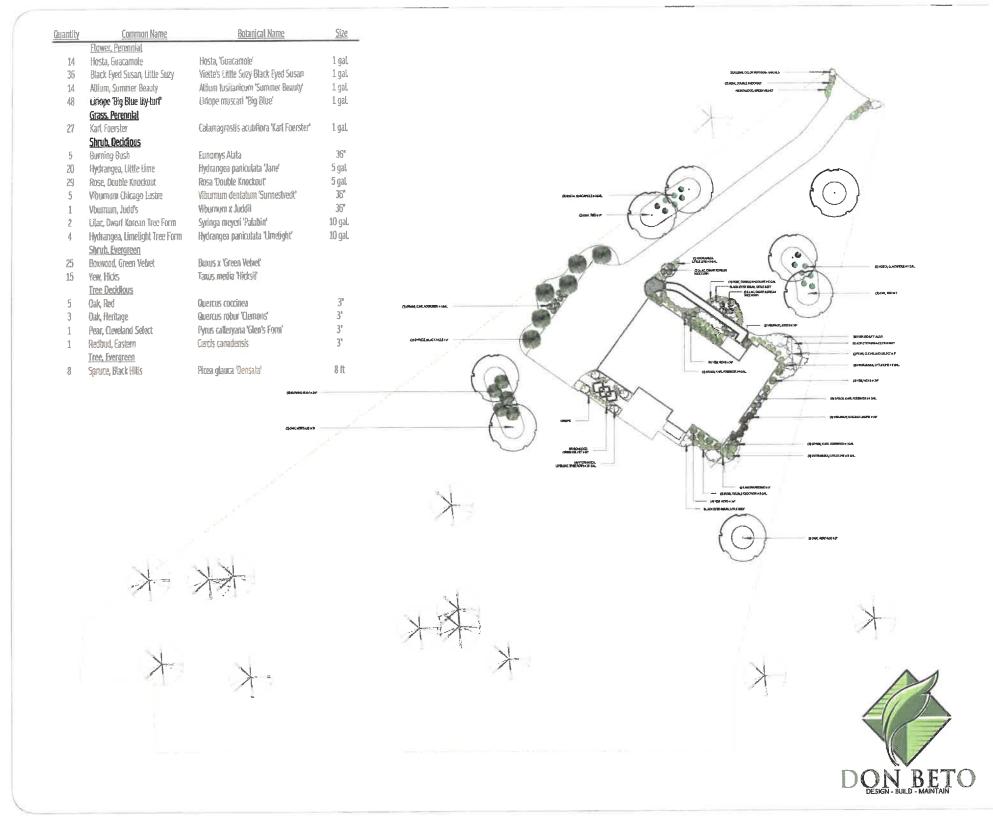
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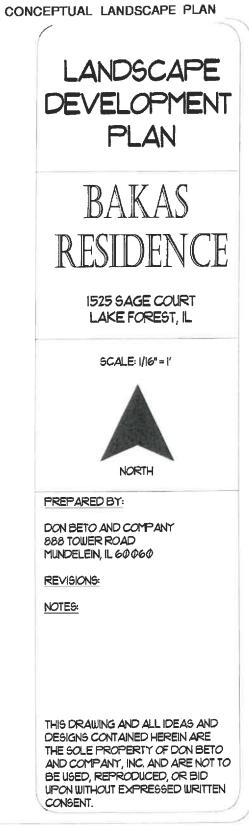


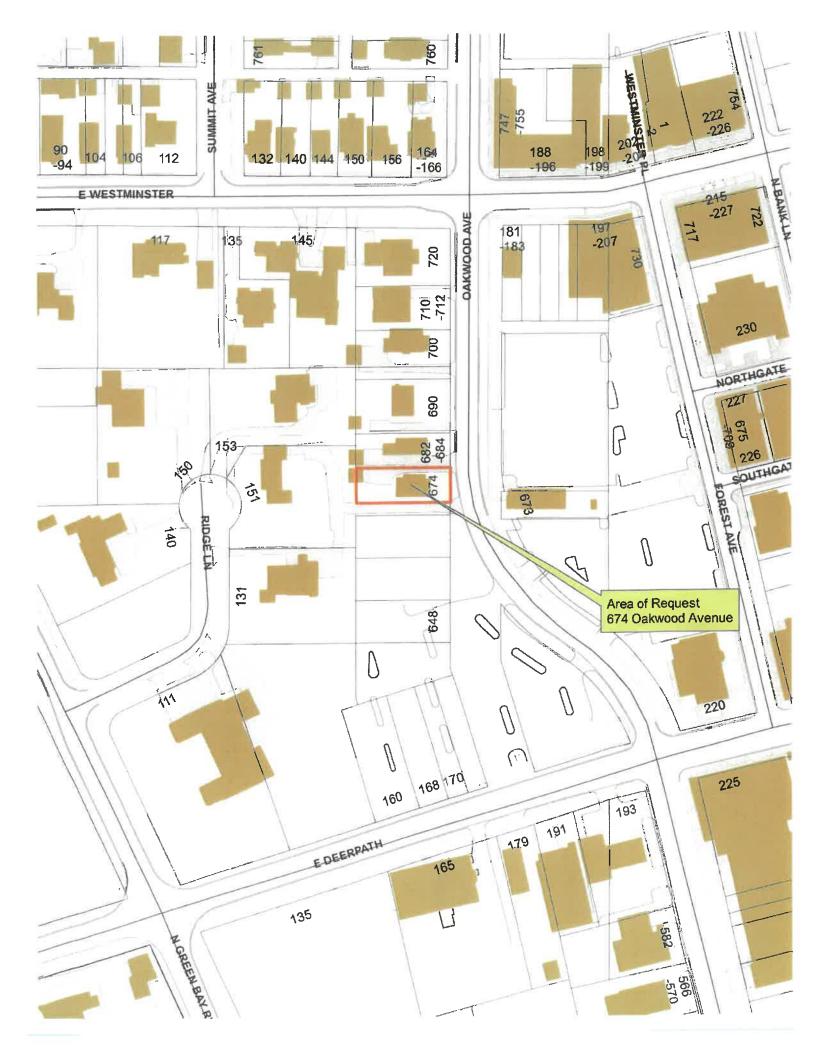
NOTE: ALL, SCALE DESIGNATIONS ARE FOR SHEETS PRINTED ON 24" x 36" SIZE PAPER. (ARCH-D)

#### The Plans

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#### THE CITY OF LAKE FOREST

#### ORDINANCE NO. 2021-\_\_\_\_

#### AN ORDINANCE GRANTING VARIANCES FROM THE FRONT AND SIDE YARD SETBACKS FOR PROPERTY LOCATED AT 674 OAKWOOD AVENUE

WHEREAS, Michael and Ashley Yakes ("Owners") are the owners of that certain real property commonly known as 674 Oakwood Avenue, 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 improvements, including a replacement front porch and rear addition ("*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") requesting approval of variances from Section 159.087, GR-3, General Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the front and side yard setbacks and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on March 29, 2021; and

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

- 1. The variances, if granted, will not alter the essential character of the subject property, the surrounding area, or the larger neighborhood in which the property is located.
- 2. The conditions upon which the variances are requested including the adjacency of this property to a driveway and public parking lot to the south and the character of the streetscape and established pattern of homes encroaching into the front yard setback due to the construction of the houses in this neighborhood prior to current setback regulations, are generally unique to this property and this neighborhood and are not universally applicable to other properties in the same zoning district in other areas of the community.
- 3. The existing residence is nonconforming to current zoning setback requirements due to the fact that it preceded adoption of the City's first

Zoning Code. This condition was not created by any current or former owner of the property but instead, results from adoption of zoning regulations after the home was constructed.

4. The open, one-story front porch will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or substantially diminish property values. The variance to allow a portion of the eave on the addition to encroach into the side yard setback is minor and allows the addition to properly attach to the existing house. The variance to allow the replacement of the air conditioning unit in its existing location, within the side yard setback, is mitigated by the fact that there is not a residence adjacent to the property on the south side.

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

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

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

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

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

**SECTION THREE:** Zoning Setback Variance Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variances to allow the construction of the Improvements as fully depicted on the Plans; no closer than 15'9" to the front (east) property line and to allow the eave on the rear addition to extend no closer than 4 feet to the side (south) property line and to allow the replacement of the existing air conditioner unit in the same location within the side yard setback.

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

in the discretion of the Mayor and City Council, render void the approvals granted by this Ordinance:

- A. <u>No Authorization of Work</u>. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. <u>Compliance with Laws</u>. Chapters, 150, regarding building and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- <u>Tree Preservation</u>. The Owners will fully comply with Chapter
   99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. <u>Staging, Parking and Storage.</u> Prior to the issuance of building permits, a plan for staging and storage of construction and demolition materials and a plan for parking construction vehicles shall be submitted and will be subject to City review and approval.
- E. <u>Compliance with the Plans</u>. The Improvements must be developed on the Property in substantial compliance with the Plans which detail the porch as an open, rather than an enclosed, element.
- F. <u>Fees and Costs</u>. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the 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.

G. <u>Other conditions.</u> The improvements shall be substantially in conformance with the Board's deliberations. The front porch on the residence shall remain open as reflected on the plans presented in support of the variance request.

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

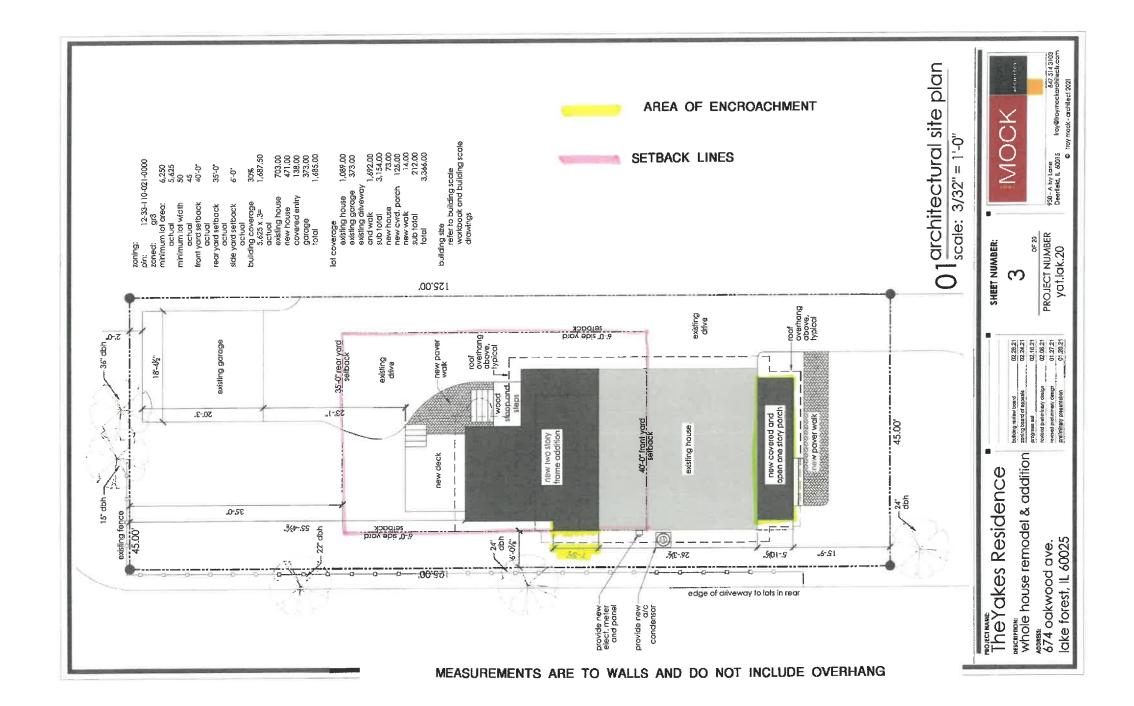
PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2021. AYES: ( ) NAYS: ( ) ABSENT: ( ) ABSTAIN: ( ) PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2021.

Mayor

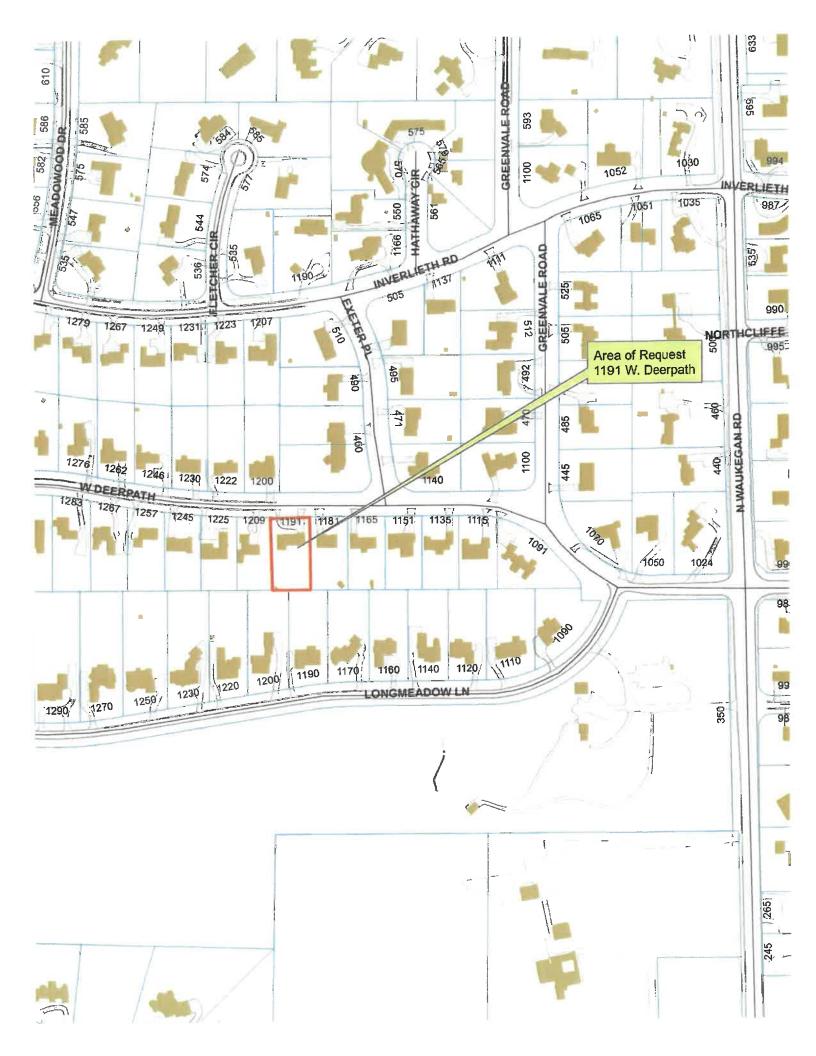
ATTEST:

City Clerk





#### PROPOSED SITE PLAN



### THE CITY OF LAKE FOREST

### ORDINANCE NO. 2021-\_\_\_\_

#### AN ORDINANCE GRANTING A VARIANCE FROM THE SIDE YARD SETBACK REQUIREMENTS FOR PROPERTY LOCATED AT 1191 W. DEERPATH

**WHEREAS**, Samuel and Megan O'Malley are the owners of that certain real property commonly known as 1191 W. Deerpath, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("*Property*"); and

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

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

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

**WHEREAS**, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on March 29, 2021; and

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

- 1. The variance will not alter the essential character of the subject property, the surrounding area or the larger neighborhood in which the property is located. The rear addition will have limited visibility from off site and no visibility from the streetscape.
- 2. The conditions upon which the variance is requested, including the original siting of the house in conformance with the zoning in place at the time it was constructed and the change in the zoning regulations since the house was constructed, are generally unique to this property and neighborhood and are not generally applicable to other properties in other neighborhoods in the same zoning district.
- 3. The hardship in conforming to the required side yard setback results from the approval of the subdivision and construction of the house prior to current zoning requirements. The hardship results from changes to the

zoning regulations over time and were not the result of actions by the current or past property owners.

4. The variance will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or substantially diminish property values. The proposed addition is a single story and landscaping exists and will be enhanced to screen the proposed addition from the property to the east.

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

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

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

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

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

**SECTION THREE:** Zoning Setback Variances Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow an addition to be constructed no closer than 10'2" to the east property line.

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

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

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

**SECTION FIVE:** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if the Owners have not (i)

executed and (ii) thereafter filed with the City Clerk, within 90 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit C and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

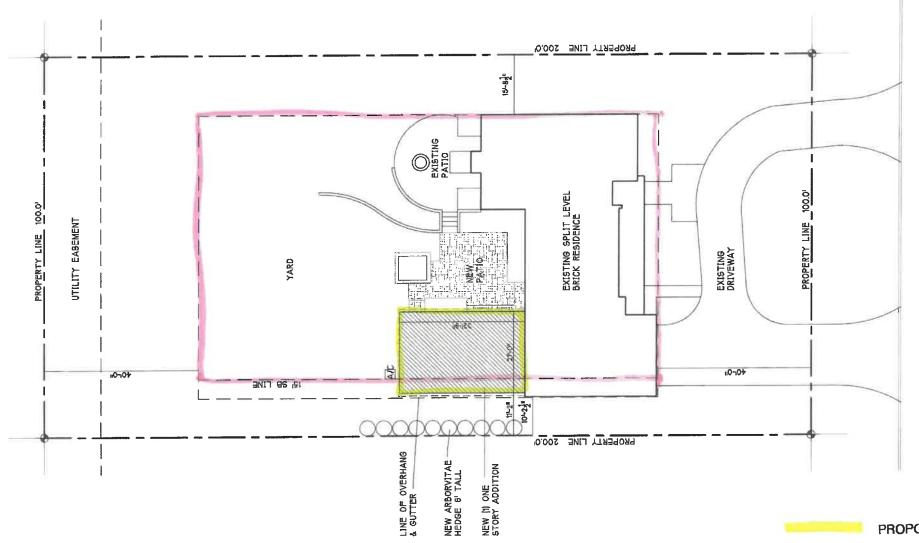
PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2021. AYES: ( ) NAYS: ( ) ABSENT: ( ) ABSTAIN: ( ) PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2021.

Mayor

ATTEST:

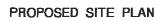
City Clerk

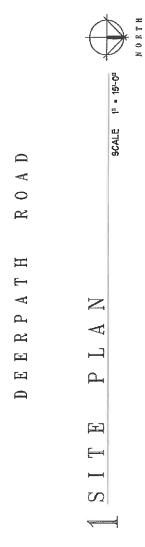




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SETBACKS





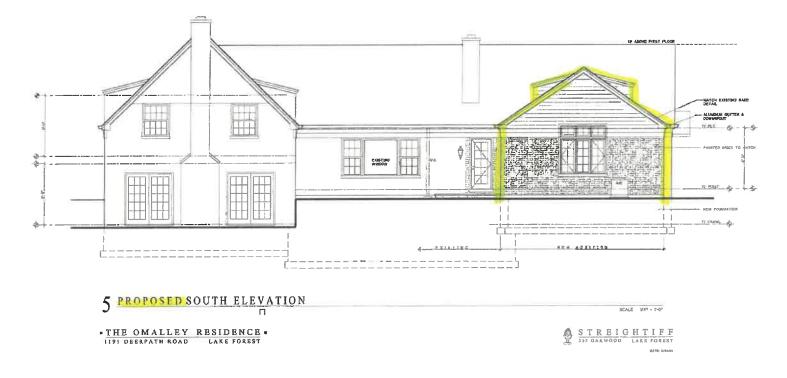
PROPOSED ADDITION

<u>The Plans</u>



#### PROPOSED ELEVATIONS

<u>The Plans</u>



<u>The Plans</u>

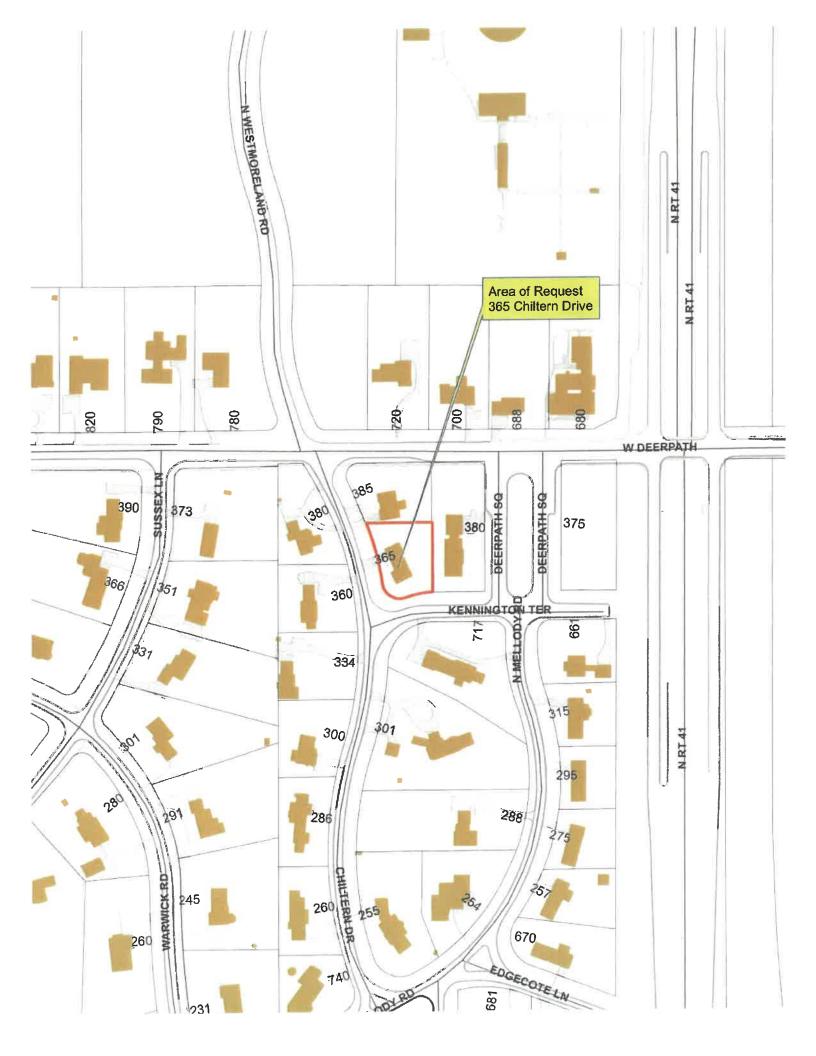


6 EXISTING/PROPOSED WEST ELEVATION

STREIGHTIFF SSS OALWOOD LAKE FOREST ONTE 2042

SCALE 144 - 1-0\*

THE OMALLEY RESIDENCE
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#### THE CITY OF LAKE FOREST

#### ORDINANCE NO. 2021-\_\_\_

#### AN ORDINANCE GRANTING VARIANCES FROM THE CORNER SIDE AND REAR YARD SETBACK REQUIREMENTS FOR PROPERTY LOCATED AT 365 CHILTERN DRIVE

**WHEREAS**, Adam Milewski is the owner of that certain real property commonly known as 365 Chiltern Drive, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("*Property*"); and

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

WHEREAS, the Owner desires to construct improvements, including a second story addition and exterior modifications ("*Improvements*") as depicted on the site plans attached hereto as Group Exhibit B ("*Plans*"); and

WHEREAS, the Owner submitted an application ("Application") requesting approval of a variance from Section 159.083, R-3, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the corner side and rear yard setback areas; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on March 29, 2021; and

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

- 1. The variances will not alter the essential character of the subject property, the surrounding area or the larger neighborhood. The surrounding neighborhood is comprised of a variety of single story and two story residences. A two story structure, as proposed, which does not encroach any further toward the street than the existing residence, will not be out of character with other homes in the area.
- 2. The conditions upon which the variances are requested, including the original siting of the house in conformance with the zoning in place at the time of construction and the change in the zoning regulations since the house was constructed, are generally unique to this property and the neighborhood and are not generally applicable to other properties in other neighborhoods in the same zoning district.
- 3. The difficulty or hardship in conforming to the requirements of this chapter is the result of the approval of the subdivision and construction of the house prior to the adoption of current zoning requirements. The hardship results

from changes to the zoning regulations over time and were not the result of actions by the current or past property owners.

4. No evidence has been presented to document that the proposed variances will impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or substantially diminish property values. The existing home and proposed addition are sited away from neighboring homes. Landscaping exists to screen the proposed addition from the north and west and some additional landscaping is proposed to soften the impact of the proposed addition.

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

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

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

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

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

**SECTION THREE:** Zoning Setback Variances Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variances to allow the second story addition and exterior modifications to be constructed no closer than 30 feet to the corner side (west) property line and no closer than 36 feet to the rear (south) property line and in no case closer than the encroachment of the existing house.

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

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

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

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

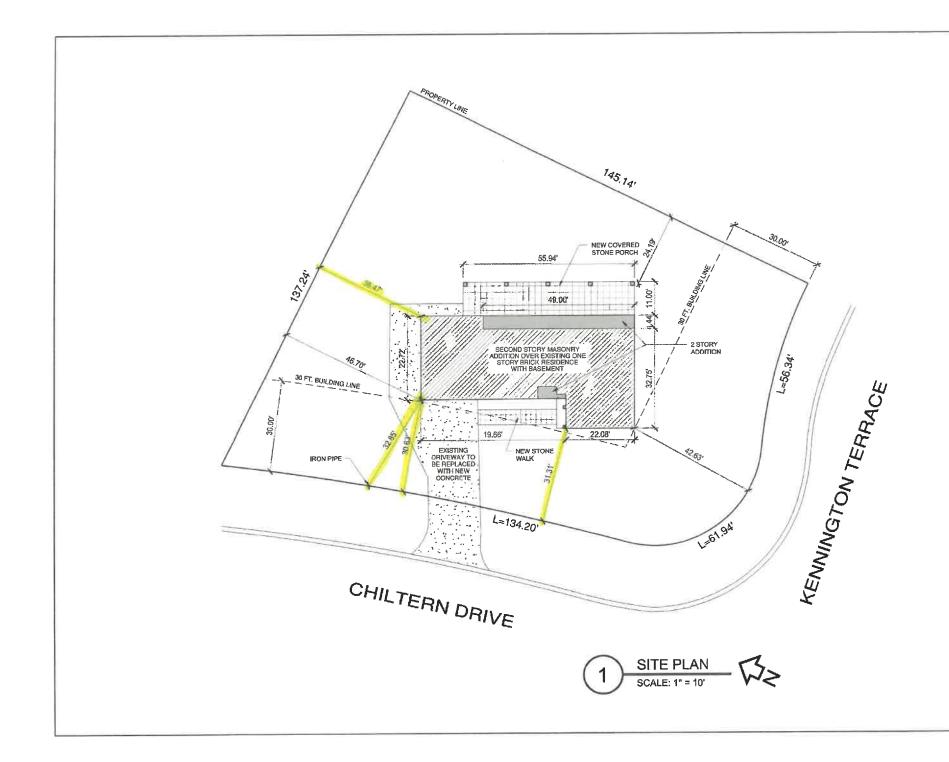
PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2021. AYES: ( ) NAYS: ( ) ABSENT: ( ) ABSTAIN: ( ) PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2021.

Mayor

ATTEST:

City Clerk

<u>The Plans</u>



#### PROPOSED SITE PLAN

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