

**THE CITY OF LAKE FOREST
CITY COUNCIL AGENDA**
Monday, May 17, 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/84155406866?pwd=MlZGWjhsUEdwUmk3TGQ4M1lvSEU2dz09>

Webinar ID: 841 5540 6866

Passcode: 1861

CALL TO ORDER AND ROLL CALL

6:30 p.m.

Honorable Mayor, George Pandaleon

James E. Morris, Alderman First Ward

Jim Preschlack, Alderman Third Ward

Jennifer Karras, Alderman First Ward

Ara Goshgarian, Alderman Third Ward

Melanie Rummel, Alderman Second Ward

Raymond Buschmann, Alderman Fourth Ward

Edward U. Notz, Jr., Alderman Second Ward

Eileen Looby Weber, Alderman Fourth Ward

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

A. Approval of a Resolution of Sympathy for Former Alderman, Roger Mohr

A copy of the resolution can be found on **page 19**

COUNCIL ACTION: Approval of a Resolution of Sympathy for Former Alderman, Roger Mohr

B. Swearing in Firefighter Paramedic, Samantha Hiller

C. 2021-2022 Board and Commission Appointments and Reappointments

CEMETERY

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
John Anderson	APPOINT AS CHAIR	2
Robert Wayne	APPOINT	3
Lowell Dixon	APPOINT	1

HISTORIC PRESERVATION COMMISSION

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Steve Lamontagne	REAPPOINT	2
Janet Gibson	REAPPOINT	3

LEGAL COMMITTEE

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Joe Waldeck	APPOINT AS CHAIR	1
Paul Sundberg	APPOINT	3
David Michael	REAPPOINT	2
Elizabeth "Joy" Guscott-Mueller	REAPPOINT	3

LIBRARY

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Jim Clifton	APPOINT	1
Sue Shattock	APPOINT	1
Heather Strong	APPOINT	1

PARKS & RECREATION BOARD

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Kevin Carden	APPOINT	1
Patrick Marshall	APPOINT	3

PLAN COMMISSION

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
James Moorhead	REAPPOINT	1
Stephen Douglas	REAPPOINT	1

ZONING BOARD OF APPEALS

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Laurie Rose	REAPPOINT	4
Lisa Nehring	REAPPOINT	3
James Moorhead	REAPPOINT	1

SENIOR RESOURCES COMMISSION

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Fred Montgomery	APPOINT	3
Ed Richardson	REAPPOINT	LB

BOARD OF POLICE AND FIRE COMMISSIONERS

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Nancy Taubensee	APPOINT	3
Richard Price	APPOINT	1

HOUSING TRUST FUND BOARD

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Don Schoenheider	APPOINT AS CHAIR	3
Charles King	REAPPOINT	2

A copy of Volunteer Profile sheets for new appointments begins on **page 21**

COUNCIL ACTION: Approve the Mayors Appointments and Reappointments

2. COMMENTS BY CITY MANAGER

A. Community Spot light

-Annual Emerging Artists Award

-Cecilia Lannon, Executive Director, Deer Path Art League

- B. CROYA's 40th +1 Anniversary Festival
- Todd Nahigian, CROYA 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

FINANCE COMMITTEE

1. Report on the Local Government Distributive Fund (LGDF)
-Finance Committee Chairman, Jed Morris

PROPERTY AND PUBLIC LANDS COMMITTEE

1. Report on a License Agreement Extension with Music Institute of Chicago
-PPL Chairman, Ara Goshgarian
2. Report on Dissolution of the Elawa Farm Commission as a result of a Lease Agreement
-PPL Chairman, Ara Goshgarian

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 19, 2021.

In order to ensure that the emergency powers authorized by the local declaration remain in effect where necessary, the Mayor is asking the City Council to further extend the Declaration of a Local State of Emergency until the next City Council meeting that takes place after May 17, 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, 4/5/2021, 4/19/2021, and May 3, 2021.

BUDGET/FISCAL IMPACT: N/A

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

2. Approval of May 3, 2021, City Council Meeting Minutes

A copy of the minutes can be found beginning on **page 41**

COUNCIL ACTION: Approval of May 3, 2021, City Council Meeting Minutes.

3. Approval of a Resolution of Appreciation for Retiring Members of Boards and Commissions as follows:

BOARD, COMMISSION OR COMMITTEE	NAME OF MEMBERS(S)
CEMETERY	Dennis O'Brien, Chair and David Hooke
LEGAL	Dale Tauke, Chair
LIBRARY	Carrie Travers, Wendy Darling and David Rose
PARKS & RECREATION BOARD	Shannon Maguire, Melanie Walsh and Jarod Rhoads
SENIOR RESOURCE COMMISSION	Thomas Sullivan
BOARD OF POLICE AND FIRE COMMISSIONERS	Greg Nikitas and Steve Kernahan

A copy of the resolution can be found **on page 47**

COUNCIL ACTION: Approve the Resolution of Appreciation

4. Approval of a Resolution Supporting Restoration of LGDF Revenue

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

PURPOSE AND ACTION REQUESTED: Staff requests City Council approval of the Proposed Resolution supporting restoration of the 10% allocation of income tax revenues by the State of Illinois through the Local Government Distributive Fund.

BACKGROUND/DISCUSSION: Since the State income tax was adopted in 1969, the State has shared a percentage of total income tax collections through the Local Government Distributive Fund (LGDF) with municipalities on a per capita basis in lieu of a local income

tax. These shared revenues have been significantly reduced by the State since 2011 from 10% to now 6.06%, ensuring that local governments did not share in the increased income tax rates approved by the General Assembly in recent years.

	Illinois Income Tax Rates		LGDF Share		Effective Rate	
	Indiv Tax Rate	Corp Tax Rate	Individual	Corporate	Indiv Eff Rate	Corp Eff Rate
1969-1982	2.50%		10% of collections		0.25%	
Effective 1983	3.00%		10% of collections		0.30%	
Effective 1984	2.75%		10% of collections		0.28%	
1985-1988	2.50%		10% of collections		0.25%	
Effective 1989	2.75%		10% of collections		0.28%	
1990-1997	3.00%		10% of collections		0.30%	
1997-2010	3.00%	4.80%	10% of collections		0.30%	0.48%
Effective 1/1/11	5.00%	7.00%	6% of collections		0.30%	0.42%
Effective 1/1/15	3.75%	5.25%	8% of collections		0.30%	0.42%
Effective 7/1/17	4.95%	7.00%	5.45%	6.16%	0.27%	0.43%
Effective 7/1/18	4.95%	7.00%	5.76%	6.50%	0.28%	0.46%
Effective 7/1/19	4.95%	7.00%	5.76%	6.50%	0.28%	0.46%
Effective 7/1/20	4.95%	7.00%	6.06%	6.85%	0.30%	0.48%
Proposed eff 7/1/21	4.95%	7.00%	5.45%	6.16%	0.27%	0.43%

Governor Pritzker has proposed that the Fiscal Year 2022 state budget include a further 10% reduction in the amount of LGDF revenue distributed to local governments. It is recommended that the City Council adopt the Proposed Resolution urging the General Assembly and the Governor to restore LGDF payments to the promised 10% rate.

BUDGET/FISCAL IMPACT: The City's FY22 annual budget projects LGDF revenue of \$1.6 million assuming 80% of the current allocation. At 100% of the current allocation, the revenue would be projected at \$2.0 million. At the original 10% allocation used from 1969 to January 1, 2011, the projected revenue would be \$3.3 million. A copy of the resolution is on **page 48**.

COUNCIL ACTION: Approval of a Resolution Supporting Restoration of LGDF Revenue

- Approval to Authorize the City Manager to enter into an Agreement with William Schelhas Media Services, LLC In an Amount not to exceed \$30,075 for Professional Services Related to the Operation of the City's Public, Educational and Government Access Cable Television Services.**

STAFF CONTACT: *Mike Strong, Assistant City Manager (847-810-3680)*

PURPOSE AND ACTION REQUESTED: City staff is requesting that the City Council authorize the City Manager to enter into an agreement ("Agreement") with William Schelhas Media Services, LLC ("Contractor") in an amount not to exceed \$30,075 to provide public, educational and governmental ("PEG") cable access television support services. The agreement is for a term of one-year, and serves as a renewal for the existing agreement with the Contractor.

BACKGROUND/DISCUSSION: Pursuant to a Franchise Agreement with Comcast of Illinois, the City is provided a public, educational and governmental ("PEG") cable access channel. The City has utilized this channel to broadcast public meetings, and rebroadcast public-access media, special events, and other educational and governmental programming.

In FY2018, the City underwent a restructuring of Lake Forest Television ("LFTV"), the department that operates the City's PEG channel, which resulted in the elimination of two (2) full-time equivalent positions. Following, the City engaged a part-time independent contractor to support the ongoing maintenance and scheduling of the City's PEG cable channel, maintain equipment and online streaming platform, and provide video broadcast services for the City Council and Plan Commission meetings.

The proposed Agreement requires that the Contractor continue to both support the PEG channel, as well as, broadcast and record these public meetings. The budgeted amount allocated for FY2022 includes capacity for these services, as well as, general office administrative support hours for video editing, and miscellaneous projects to support LFTV operations.

A copy of the Agreement, along with a rate card, can be found beginning on **page 49**.

BUDGET/FISCAL IMPACT: Staff is requesting budget authorization in an amount not to exceed \$30,075 based on a conservative estimate of work hours needed for FY2022.

FY2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Contractual Services – Misc. 101-1203-435.35-10	\$30,325	\$30,075	Yes

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

If no, indicate the specific waiver requested: Administrative Directive 3-5, Section 6.1(l)– Existing Relationship

COUNCIL ACTION: Approval to Authorize the City Manager to enter into an Agreement with William Schelhas Media Services, LLC In an Amount not to exceed \$30,075 for Professional Services Related to the Operation of the City's Public, Educational and Government Access Cable Television Services.

6. Approval of an Expense in an Amount not to exceed \$36,500 to Lake County Press to Provide Professional Printing Services of the City Dialogue Community-Wide Newsletter for FY2022.

STAFF CONTACT: *Mike Strong, Assistant City Manager (847-810-3680)*

PURPOSE AND ACTION REQUESTED: City staff is requesting City Council authorize a purchase order in the amount of \$28,804 in base charges plus potential add-on costs to Lake County Press to provide professional services related to the printing of the City Dialogue Newsletter.

BACKGROUND/DISCUSSION: The City of Lake Forest regularly contracts with outside service providers to perform professional printing services for various projects including the quarterly Dialogue Newsletter, Recreation Seasonal Brochure, and the Dickinson Hall News Brief. In late summer 2018, the City issued an RFP for professional printing services specifically for the Dialogue Newsletter. On May 20, 2019, the City Council authorized the City Manager to enter into a three-year Agreement, beginning in FY2020 with Lake County Press, Inc.

The base price per issue is \$6,690, and includes final proof drafting, and printing of the Dialogue Newsletter. This cost does not include any design edits or adjustments that are necessary to finalize the proof for printing. Adjustments necessary beyond these services, which may include swapping images, changing text, or adding design elements are an additional cost.

Funding has been allocated in the FY2022 budget to support the base printing costs, and additional charges that may be necessary to finalize each edition.

Below is an estimated summary of Project budget:

FY2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
City Council – Printing/Stationary 101-1101-460.60-13	\$36,500	\$36,500	Yes

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

COUNCIL ACTION: Approval of an Expense in an Amount not to exceed \$36,500 to Lake County Press to Provide Professional Printing Services of the City Dialogue Community-Wide Newsletter for FY2022.

7. Approval of a Second Amendment to the License Agreement Between the City of Lake Forest and the Music Institute of Chicago to occupy a portion of Volwiler Hall, located at 40 E. Old Mill Road

STAFF CONTACT: Mike Strong, Assistant to the City Manager (810-3680)

PURPOSE AND ACTION REQUESTED: Pursuant to a recommendation of the Property & Public Lands Committee, staff is requesting approval of a Second Amendment to a License Agreement between the City of Lake Forest and the Music Institute of Chicago ("MIC") which authorizes an extension of the existing Agreement through June 1, 2026.

BACKGROUND/DISCUSSION: The MIC, a community music school, has occupied a portion of Volwiler Hall on Grove Campus since 2008 when it assumed a lease under the same terms and conditions from the Lake Forest Symphony. Between 2010 and 2014, the City and MIC entered into several lease extensions to work toward either a long-term license agreement or sale of the building to the MIC. During this time, the City also embarked on a Comprehensive Master Plan for Grove Campus, which established a vision for the Campus to provide education, exposure and experiences to the communities in the areas of art, music, humanities and society. The Plan also affirmed the presence and occupancy of the MIC to offer high quality music education for all ages and levels of ability.

In early 2015, the City Council approved a five-year License Agreement with the MIC to continue its occupancy at Grove Campus. In 2019, the City and MIC entered into an amendment to the existing lease which granted an extension of the Agreement until June 15, 2021, while the City explored potential redevelopment and expanded City use of the site. Since these opportunities are not anticipated over the short term, City staff believes it is in the best interest of the community to allow the MIC to continue operating in Volwiler Hall. To this

end, the City and MIC have mutually agreed in principle, contingent upon City Council approval, to engage in a five-year extension of the existing License Agreement.

Pursuant to the terms of the Second Amendment, all other terms of the License Agreement would remain in effect. Included in this packet are copies of the Second Amendment and existing License Agreement beginning on **page 58**.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Property & Public Lands Committee	4/26/21	Reviewed and Approved

BUDGET/FISCAL IMPACT: The existing license rate is a fixed fee of \$43,000 per year, or roughly \$3,583 per month. The Agreement would extend that annual amount for the first year under the extension, after which, the annual license fee would increase by the lesser of 3% or the 12-month change in Consumer Price Index. The proposed extension of the License Agreement would yield approximately \$225,000 of revenue over the term period. This revenue would be used to offset the City's maintenance and capital obligations, as outlined in the License Agreement. These include among others, exterior maintenance and replacement of building elements, annual operating capital expenses for mechanical, electrical and plumbing needs.

COUNCIL ACTION: Approval of a Second Amendment to the License Agreement Between the City of Lake Forest and the Music Institute of Chicago to occupy a portion of Volwiler Hall, located at 40 E. Old Mill Road

8. Approval of an Ordinance Amending Chapter 97, Sections 115 through 119 of the City of Lake Forest City Code to Dissolve the Elawa Farm Commission

STAFF CONTACT: *Jason Wicha, City Manager (810-3670)*

PURPOSE AND ACTION REQUESTED: City staff is requesting City Council approve an Ordinance amending Chapter 97 of the City Code to dissolve the Elawa Farm Commission. This action was contemplated as part of the Lease Agreement ("Lease") that was approved by the City Council on February 1, 2021, between the City and Elawa Farm Foundation.

BACKGROUND/DISCUSSION: In 1998, the City took ownership of a 16-acre parcel of land located adjacent to the Middlefork savanna that is home to various historic farm buildings, remnants of a Gentleman's Farm, open spaces and gardens. The property, known as Elawa Farm, is located at 1401 Middlefork Drive.

Initially, a steering committee, and later an official City Commission, were established to advise the City Council on matters related to the restoration, preservation, maintenance and use of Elawa Farm. In the early 2000s, the City entered into an Operating Agreement ("Agreement") with the Elawa Farm Foundation ("Foundation"), a not for profit group established to support, raise awareness, and promote the use of the Farm. Under the terms of the Operating Agreement, the Foundation was responsible for the daily management and maintenance of the building and grounds of Elawa Farm. The Elawa Farm Commission served as a link between the Foundation and the City Council.

This past February, the Council approved a change in the relationship between the City and the Foundation. The Operating Agreement was terminated and the City entered into a Lease with the Foundation which established a traditional landlord/tenant relationship. The Lease returns responsibility for overall management and oversight of the site to the City eliminating the need for the Elawa Commission as a link between the Foundation and the City. Additionally, the Lease requires that the Foundation submit annual financial reports, including the approved budget and audit, and any proposed improvements or enhancements planned for the year. City staff will coordinate closely with the Foundation on all aspects of Elawa Farm; daily use, short term and long term maintenance and planning for long term capital needs. The City's annual budget will reflect maintenance and capital needs for Elawa Farm subject to Council review and approval as part of the annual budget process.

An Ordinance, amending the Code to dissolve the Elawa Farm Commission is included in the Council packet beginning on **page 87**.

COUNCIL ACTION: Waive first reading and grant final approval of an Ordinance Amending Chapter 97 Sections 115 through 119 of the City of Lake Forest City Code and Dissolving the Elawa Farm Commission

9. Consideration of a Recommendation from the Housing Trust Fund Board in Support of an Amendment to Section 39.159(N) of the City of Lake Forest Code to Update and Clarify Language Relating to an Exemption from Obtaining a Transfer Stamp for Designated Affordable Housing Units (Waive first reading and grant final approval of an Ordinance.)

*STAFF CONTACT: Catherine Czerniak, Director of Community Development
847-810-3504*

PURPOSE AND ACTION REQUESTED: The Council is asked to consider a recommendation from the Housing Trust Fund Board for the purpose of updating and clarifying the current Code language which exempts affordable housing units from the Real Estate Transfer Tax.

BACKGROUND AND DISCUSSION: Section 39.159(N) of the City Code is intended to support the City's goal of retaining a diverse housing stock. As currently written, the Code language exempts housing units designated as affordable through the inclusionary housing provisions in the Code or through the City's partnership with Community Partners for Affordable Housing (CPAH) from the transfer tax as subsequent sales of the property occur. However, the current Code language is outdated. It refers to a homeownership program that is no longer in existence. The proposed language, crafted with the assistance of CPAH, and similar to language used by neighboring municipalities, eliminates the outdated reference and provides greater clarity on the properties covered by this exemption.

To date, there are twelve housing units, single family homes and condominiums, in the community that qualify for this exemption at the time of resale. The City has partnered with CPAH to acquire ten single family homes throughout the community and two affordable condominiums units were established through the inclusionary housing requirements in the

Code. Rental apartments and senior cottages are also available in the community as part of the City's diversity in housing efforts but are not subject to the transfer tax.

The amendment as recommended is detailed in the ordinance beginning on **page 90** of the Council packet. Deleted language and the proposed language are reflected in the ordinance.

BUDGET/FISCAL IMPACT: No fiscal impacts are associated with the proposed amendment. The current language was intended to exempt the resale of housing units designated as affordable units through restrictive covenants or other means from the real estate transfer tax. No change is proposed to the intent or practical implementation of the Code, the proposed language change reflects updated and clarified language.

COUNCIL ACTION: Waive first reading and grant final approval of an Amendments to Section 39.159 of the City of Lake Forest Code Relating to Deed Exempted from Tax.

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

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

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

1150 Lake Road – The Commission recommended approval of a building scale variance to allow construction of a pool pavilion adjacent to a new swimming pool both located generally in the footprint of an existing tennis court which will be removed. The pool pavilion is a small, low profile structure with an outdoor terrace. A rain garden is planned adjacent to the pool pavilion to address drainage in a low spot on the property. A neighboring property owner expressed concern about the loss of landscaped views across the backyard of the property. In response, the petitioner reduced the size of the pool pavilion, reversed the locations of the pavilion and the rain garden to locate the garden closest to the neighboring property, and moved the pool and pool pavilion to the north all in an effort to preserve views of vegetation for the neighbor. The petitioner also agreed to install a row of arborvitae stepped back from the property line to screen the pool pavilion while still maintaining some existing trees and adding more deciduous trees between the arborvitae and the property line to maintain a natural, rather than a manicured appearance of the property when viewed from the neighboring property. (Approved 6 – 0)

33 Stone Gate Lane – The Commission recommended approval of building scale and height variances for a beach pavilion on the bluff. The existing boat house which is located near the water's edge and in poor condition will be removed. Prior to any Board or Commission consideration of this petition, the petitioner was required to submit a slope stability analysis and data from soil borings for preliminary review by the City Engineer. The City Engineer recommended approval of the petition and pointed out that final engineering plans will be required and will be subject to further technical review and final approval prior to the issuance of any permits authorizing construction to proceed. Public testimony was presented

by one Lake Forest resident expressing general concern about construction on bluffs and suggesting that a more fully detailed landscape should be required. The Commission noted that as the final engineering plans are developed, a detailed landscape plan based on the final engineering plans will be submitted and will be subject review and approval by the City's Certified Arborist. The petition also received favorable consideration by the Zoning Board of Appeals as detailed in the following agenda item. (Approved 7 - 0)

745 Woodland Road – The Commission recommended approval of a building scale variance to allow the addition of a single story breezeway to facilitate circulation through the residence and the enlargement of bay windows. The changes are requested to accommodate the needs and interests of the new property owners. No public testimony was presented. (Approved 7 – 0)

The Ordinances approving the petitions, with key exhibits attached, are included in the Council's packet beginning on **page 93**. The Ordinances, with complete exhibits, are available for review in the Community Development Department.

COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading and grant final approval of the Ordinance approving the petition as recommended by the Historic Preservation Commission.

11. 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:

33 Stonegate Lane – The Zoning Board of Appeals recommended approval of a variance to allow the construction of a beach pavilion on the slope of the bluff. As noted in the previous agenda item, this petition was forwarded to the Board for consideration only after a thorough review of technical information relating to the stability of the slope and the proposed construction, and with a recommendation in support of the variance from the City Engineer. Final engineering plans and a detailed replanting plan are required and will be subject to final approval by the City Engineer and the City's Certified Arborist prior to the issuance of any permits authorizing work on this project. No public testimony was presented on this petition. The Historic Preservation Commission also forwarded a recommendation in support of this petition to the City Council. (Board vote: 7-0, approved)

633 Woodland Road – The Zoning Board of Appeals recommended approval of a variance from the side yard setback to allow for construction of a shed, adjacent to an existing garage, on a well screened portion of the property. Comments in support of the petition were offered by the closest neighbor with a comment that at the proposed location, the shed is fully screened from view. (Board vote: 7-0, approved)

1090 Highland Avenue – The Zoning Board of Appeals recommended approval of a variance to allow widening of a driveway within the front yard setback to accommodate additional parking on the property. Several letters in support of the petition were presented to the Board. (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 124**. The Ordinances, complete with all exhibits, are available for review in the Community Development Department.

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

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

6. OLD BUSINESS

7. NEW BUSINESS

- 1. Consideration of a Recommendation from the Plan Commission in Support of Tentative and Final Plat Approval of the Sloan Plat of Resubdivision for Property at 477 Illinois Road. No Additional Lots are Proposed. (Approval by Motion.)**

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

PURPOSE AND ACTION REQUESTED: Consideration of a plat of resubdivision to essentially clean up an existing condition to allow a lot created through a previous subdivision to be sold for development with a single family home. No additional lots are proposed.

BACKGROUND/DISCUSSION: The purpose of the resubdivision is to reconfigure two existing lots to incorporate an additional parcel of land that was acquired by the petitioner several decades ago and to properly align access and utility easements. No additional lots are proposed as part of the proposed resubdivision.

Concurrent approval of the tentative and final plat is appropriate in this case because no public infrastructure improvements are required. As with development of any vacant lot, complete drainage, grading and landscape plans will be required at the time a new home is proposed on the vacant lot.

The Plan Commission held a public hearing on April 14, 2021 to consider this petition. There was no public testimony. The Commission voted 5 to 1 to recommend tentative and final approval of the plat of resubdivision. The Commissioner voting in opposition expressed concern about the nonconforming condition on the neighboring property. The other Commissioners noted that the nonconforming condition is not being created by the resubdivision but instead, is a pre-existing condition.

The Plan Commission's report provides additional background and is included in the Council packet beginning on **page 142**.

COUNCIL ACTION: If determined to be appropriate by the City Council, approve the Sloan Resubdivision plat by motion as recommended by the Plan Commission.

2. Discussion and Direction on Whether to Establish Regulations, Requirements or Parameters Authorizing Food Trucks in Some Capacity in the City. (No Action Requested – Discussion and Direction Only)

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

PURPOSE AND ACTION REQUESTED: At the request of the Mayor and some Aldermen, the subject of food trucks is presented to the Council for discussion and direction. At this time, staff is seeking some general direction on this topic from the Council. Pending direction from the full Council on whether or not to pursue this topic, no specific policies or regulations have been prepared for discussion or public comment at this time.

If so directed by the Council, staff will work with the City Attorney to prepare draft amendments, regulations or policies for further review and public discussion.

BACKGROUND/DISCUSSION: As a follow up to interest expressed by some in allowing food trucks in Lake Forest in some capacity, preliminary information is provided below for the purpose of facilitating a high level discussion by the Council on whether there is interest in having the City staff and City Attorney pursue this topic further. As an initial step, City staff has been in communication with colleagues in other communities on this issue and has received input from some local restaurateurs as well as some local organizations that host community events.

Current Code Provisions

Currently, the City Code does not make any provision for food trucks to operate in the community. A summary of some applicable current Code provisions is provided below.

Section 113.21 – Permits and Licenses

This section requires both a license from the City and a permit from the Lake County Health Department for any "food store" which is defined in the Code as "any other establishment, whether fixed or moveable, where food, intended for human consumption off the premises is manufactured, produced, prepared, handled, transported, sold or offered for sale at retail."

Section 117.05 – Sales from Vehicles

This section makes it unlawful to sell or offer for sale any food or beverage for human consumption, from any motor vehicle or any vehicle or cart of any kind, on any public street or sidewalk in the City.

Section 117.20(B) – Transient Merchants and Itinerant Vendors

This section makes it unlawful to do business in the City as a transient merchant or itinerant vendor without first securing a license.

The above provisions were incorporated into the Code long before the current popularity of food trucks and were likely established with the intent of protecting public health and life safety. Today, some see these provisions as also protecting community character and the supporting local bricks and mortar businesses. As with all Code provisions, periodic review and updating is appropriate to respond to current trends and interests and to provide clarification as needed.

Balancing Interests

The City is often faced with balancing various interests and this topic is no different, there are various opinions about food trucks. However, in the interest of being open to new ideas, the topic of food trucks merits Council and community discussion.

In addition to hearing support for allowing food trucks from some aldermen, the City has heard from some local not for profit groups, institutions, private clubs, some businesses and residents of their interest in promoting the operation of food trucks in the City for special events and even on a more regular basis. The concept of a weekly or monthly community food truck event at some public location has also been discussed. The attraction of food trucks is that in the short term, they can offer a diversity of food that may not be available elsewhere in the community, bring in visitors who may visit established businesses and get to know the community while they are here, and ideally, lead to future bricks and mortar restaurants locating in the community.

On the other side, the City has also heard concerns from some restaurant owners about the potential impacts food trucks could have on local restaurants and stores particularly given the challenges of the past year. The concerns center around the fact that local restaurants and food stores make long term contributions to the community by investing in buildings, paying rent or property taxes, generating sales taxes and sponsoring local community groups and events.

With careful thought, a middle ground can likely be found on this issue with some combination of regulations, licensing requirements and appropriate fees.

Recommendation

The City has the ability to allow food trucks to operate in the City and the ability to regulate how, when and where food trucks are permitted. There is pending legislation that could potentially, in the future, limit to some extent the City's ability to regulate these uses. Some communities have identified specific streets or areas of the community where food trucks are permitted during certain hours. Others have limited the number of food trucks that are licensed each year and established other requirements. Based on the input received by staff to date there does not appear to be an immediate interest in putting provisions in place that would allow food trucks to operate broadly and on an ongoing basis in Lake Forest. However, this is a clear interest in finding a way to allow some food truck activity in the community with proper safe guards in place.

If the Council is supportive of further exploration of the options related to food trucks, staff recommends that initially, the focus be placed on developing regulations to allow food trucks to operate at various types of special events, large and small, public and private, on designated public properties and on private properties. Based on the Council's discussion and direction, staff will work with the City Attorney to develop a recommendation which may

include, but may not be limited to, one or more of the following: licensing requirements, Code amendments and fees for further Council discussion.

COUNCIL ACTION: Provide high level direction to staff and the City Attorney regarding food trucks:

Should regulations be established to allow food trucks to operate in the City in some capacity?

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

9. ADJOURNMENT

A copy of the Decision Making Parameters is included beginning on **page 17** of this packet.

An instruction guide on how to participate at a City Council meeting is included beginning on **page 18**.

Office of the City Manager

May 12, 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.

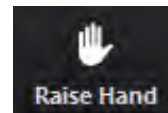
CITY COUNCIL – REMOTE ACCESS MEETING GUIDE

Rules:

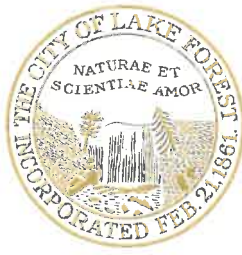
- [An online guide to using Zoom is available here](#)
- Participants can join using the Zoom application, using the call in number located at the top of the agenda, or can stream the meeting live via YouTube.
- All Participants should use their real name (first and last) to identify themselves in the meeting.

Public Participation:

- Please wait to be recognized by a staff member, and the Mayor prior to making your comment.
- If you would like to address your public comment to the City Council live, you can use one of two options
 - The Raise hand function via the zoom application.
 - If you are using the raise hand function, wait to be promoted to turn on your microphone to make a comment. There is a slight delay after you are promoted. You can then unmute yourself and address your comments to the City Council.
 - Calling the public comment line at 847-810-3643
 - If you are calling the public comment line, be sure to step away from your computer or TV, where you are watching the meeting, to avoid feedback.



	Device	Audio	Connection
Ideal	Zoom app on a desktop or Laptop	A headset with microphone	Wired connection via Ethernet
Better	Zoom app on a mobile phone or tablet	A headset (using built-in microphone) Using a phone to dial in	Connected Wirelessly via WiFi
Okay	Calling into conference line (without Zoom app)	Computer speakers (using built-in microphone) Speakerphone on phone	Connected via 4G / LTE (cellular data) Using a phone to dial in
Tips	Make sure your device is fully charged and you have access to Zoom on your device	When Participating, pick a quiet space to avoid any background noise	If you have to use WiFi, try to pick a workspace close to your router.



Resolution of Sympathy

WHEREAS, on behalf of The City of Lake Forest, the City Council expresses its profound sadness at the loss of Roger J. Mohr at the age of 89 on May 6, 2021; and

WHEREAS, Roger's love of and pride in The City of Lake Forest was evident to all, his quiet enthusiasm for the community was contagious and inspiring; and

WHEREAS, Roger served as Third Ward Alderman from 2000-2006 and in that role, dedicated time, energy and passion to serving his constituents and the entire Lake Forest community; and

WHEREAS, prior to serving as Alderman, Roger served on the Plan Commission from 1994-2000 and as its Chairman from 1999-2000 and led that group through many long meetings and careful deliberations; and

WHEREAS, after retiring as an Alderman, Roger continued to serve the community in many ways including as a member of the Senior Resources Committee and the Lake Forest Lake Bluff Senior Citizen Foundation and by attending countless Board and Commission meetings often offering enlightening words of wisdom; and

WHEREAS, when studying an issue, Roger left no stone unturned, he gathered facts, put aside his own opinions and worked diligently to bring all parties together for a fair and open discussion,

WHEREAS, Roger was larger than life, but, he was humble, his presence at the Council dais and in other settings was impressive, his deep voice resonated through a room and made all present stop and take notice; and

WHEREAS, Roger was kind and respectful of his colleagues, of those with opposing viewpoints, his fellow residents and City staff, he took the time to recognize the efforts of others and offer praise, encouragement and a thank you; and

WHEREAS, in January, 2016, Roger, along with his wife, Pauline, was awarded the Lawrence R. Temple Distinguished Public Service Award recognizing their extraordinary community service and unwavering commitment to protecting, preserving and enhancing our community; and

WHEREAS, above all, Roger was devoted to his family, his adoration of his wife, Pauline, was evident to all who saw them together and he often spoke with pride of his children and grandchildren; and

WHEREAS, Roger Mohr leaves a lasting legacy in our community and will long be remembered for his contributions to Lake Forest and more importantly, as a friend.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lake Forest in session on May 17, 2021, hereby expresses its deep regret and sincere sympathy to the members of the Mohr Family.

BE IT FURTHER RESOLVED that this Resolution be appropriately inscribed and conveyed to the Mohr Family, with a copy to be included in the official minutes of the May 17, 2021 meeting of the Lake Forest City Council.

George A. Pandaleon, Mayor

Contact Info

First Name:	Lowell
Last Name:	Dixon
E-mail:	glowellldixon@comcast.net
Title:	retired
Organization:	
Address:	1401 Lake Road
Address Line 2:	
City:	Lake Forest
State:	Illinois
Zip:	60045
Mobile Phone:	
Home Phone:	
Notes:	

Resident Data/Stats

Ward:	Ward 1
Precinct:	243
US Citizen:	Yes
Registered Voter:	Yes
Lake Forest Resident since(YYYY):	1968
Business Name:	
Type of Business:	
Business Phone:	
Position:	
Date of Birth (Optional):	
Education:	Knox College Harvard Law School
Spouse's Name:	Mariclaire
Children's Birth Years:	

Interest in Community Positions

[compare val1= val2=0 operator=">="]

Mayor: [/compare] [compare val1= val2=0 operator=">="]

Alderman: [/compare] [compare val1= val2=0 operator=">="]

#67 School Board: [/compare] [compare val1= val2=0 operator=">="]

#115 School Board: [/compare] [compare val1= val2=0 operator=">="]

Caucus Committee: [/compare] [compare val1= val2=0 operator=">="]

Audit Committee: [/compare] [compare val1= val2=0 operator=">="]

Board of Fire & Police Commissioners: [/compare] [compare val1= val2=0 operator=">="]

Building Review Board (BRB): [/compare] [compare val1=1 val2=0 operator=">="]

Cemetery Commission: I am currently applying / Consider me for this position in the future
[/compare] [compare val1= val2=0 operator=">="]

Committee Representing Our Young Adults (CROYA): [/compare] [compare val1= val2=0 operator=">="]

Construction Codes Commission: [/compare] [compare val1= val2=0 operator=">="]

Elawa Farm Commission: [/compare] [compare val1= val2=0 operator=">="]

Fireman's Pension Fund - Board of Trustees: [/compare] [compare val1= val2=0 operator=">="]

Gorton Community Center Board of Directors: [/compare] [compare val1= val2=0 operator=">="]

Historic Preservation Commission: [/compare] [compare val1= val2=0 operator=">="]

Legal Committee: [/compare] [compare val1= val2=0 operator=">="]

Library Board: [/compare] [compare val1= val2=0 operator=">="]

Park & Recreation Board: [/compare] [compare val1= val2=0 operator=">="]

Planning Commission Labels: [/compare] [compare val1= val2=0 operator=">="]

Police Pension Fund - Board of Trustees: [/compare] [compare val1= val2=0 operator=">="]

Senior Resources Commission: [/compare] [compare val1= val2=0 operator=">="]

Zoning Board of Appeals (ZBA): [/compare]

Other Positions:

Other Considerations

Please list any regular commitments or travel that would interfere with your attendance at scheduled meetings:

Please list any current or previous community service activities, interests, directorships, etc. -- public or private. For each activity please indicate years served and positions held:

Please list other activities, specialized skills, knowledge, or professional experience that would contribute to your effectiveness in the position(s) for which you are applying or expressing possible future interest:

References (Optional):

Dennis O'Brien Robert Thornburgh

Please state briefly why you are volunteering to serve The City of Lake Forest:

We have lived by the Cemetery for about 30 of the years we have been in Lake Forest. I/We walk through the cemetery several days a week. We have a burial site in the cemetery. It is a jewel.

Please list any interests or activities that could lead to, or BE PERCEIVED as, a conflict of interest if you become a candidate or appointee.:

None

Contact Info

First Name: **Paul**
Last Name: **Sundberg**
E-mail: **psunshine23@hotmail.com**
Title: **Vice President, Head Counsel, US Corporate and Commercial Contracting**
Organization:
Address: **1137 North Green Bay Road**
Address Line 2:
City: **Lake Forest**
State: **Illinois**
Zip: **60045**
Mobile Phone:
Home Phone:
Notes:

Resident Data/Stats

Ward: **Ward 3**
Precinct:
US Citizen: **Yes**
Registered Voter: **Yes**
Lake Forest Resident since(YYYY): **Raised in Lake Bluff and Lake Forest. Lived in LF since 2012.**
Business Name:
Type of Business:
Business Phone: **(847) 940-3865**
Position:
Date of Birth (Optional):
Education: **Lake Forest High School (1987)**
Southern Methodist University (1991, BS Economics & Finance; Minors in Business and History)
Tulane University Law School (1995, JD)
Spouse's Name:
Children's Birth Years:

Interest in Community Positions

[compare val1= val2=0 operator=">="]

Mayor: [/compare] [compare val1= val2=0 operator=">="]

Alderman: [/compare] [compare val1= val2=0 operator=">="]

#67 School Board: [/compare] [compare val1= val2=0 operator=">="]

#115 School Board: [/compare] [compare val1= val2=0 operator=">="]

Caucus Committee: [/compare] [compare val1= val2=0 operator=">="]

Audit Committee: [/compare] [compare val1= val2=0 operator=">="]

Board of Fire & Police Commissioners: [/compare] [compare val1= val2=0 operator=">="]

Building Review Board (BRB): [/compare] [compare val1= val2=0 operator=">="]

Cemetery Commission: [/compare] [compare val1= val2=0 operator=">="]

Committee Representing Our Young Adults (CROYA): [/compare] [compare val1= val2=0 operator=">="]

Construction Codes Commission: [/compare] [compare val1= val2=0 operator=">="]

Elawa Farm Commission: [/compare] [compare val1= val2=0 operator=">="]

Fireman's Pension Fund - Board of Trustees: [/compare] [compare val1= val2=0 operator=">="]

Gorton Community Center Board of Directors: [/compare] [compare val1= val2=0 operator=">="]

Historic Preservation Commission: [/compare] [compare val1=1 val2=0 operator=">="]

Legal Committee: **I am currently applying / Consider me for this position in the future**

[/compare] [compare val1= val2=0 operator=">="]

Library Board: [/compare] [compare val1= val2=0 operator=">="]

Park & Recreation Board: [/compare] [compare val1= val2=0 operator=">="]

Planning Commission Labels: [/compare] [compare val1= val2=0 operator=">="]

Police Pension Fund - Board of Trustees: [/compare] [compare val1= val2=0 operator=">="]

Senior Resources Commission: [/compare] [compare val1= val2=0 operator=">="]

Zoning Board of Appeals (ZBA): [/compare]

Other Positions:

Other Considerations

Please list any regular commitments or travel that would interfere with your attendance at scheduled meetings:

I have a fair amount of control over my travel schedule, and don't anticipate many conflicts.

Please list any current or previous community service activities, interests, directorships, etc. -- public or private. For each activity please indicate years served and positions held:

I've been a member of certain legal organization such as the Illinois State Bar Association, American Bar Association, and Association of Corporate Counsel. I am currently a board member of OrphoMed, a clinical-stage, private biotechnology company located in San Francisco, CA. I have been serving on the OrphoMed board for approximately 3 months.

Please list other activities, specialized skills, knowledge, or professional experience that would contribute to your effectiveness in the position(s) for which you are applying or expressing possible future interest:

I am a trained legal professional with skills in several areas of law including corporate transactions, commercial contracting, corporate governance, privacy compliance, dispute resolution and litigation. I

believe my experience would serve the City of Lake Forest very well.

References (Optional):

Derek Johnson, Lake Forest Illinois; cell: 312-714-2520

Jason Maxwell, Dallas Texas (previously held a position on the Legal Committee); cell: 847-946-8382

Please state briefly why you are volunteering to serve The City of Lake Forest:

I am an attorney with over 25 years of experience, and I believe I am qualified for this position. I am looking for opportunities to give back to and be involved in my community. I truly enjoy living in this town, and I believe I can make meaningful contributions to it.

Please list any interests or activities that could lead to, or BE PERCEIVED as, a conflict of interest if you become a candidate or appointee.:

N/A

Contact Info

First Name: **Jim**
 Last Name: **Clifton**
 E-mail: **james.clifton2@gmail.com**
 Title: **Managing Director**
 Organization:
 Address: **438 Heather Ln**
 Address Line 2:
 City: **Lake Forest**
 State: **IL**
 Zip: **60045**
 Mobile Phone:
 Home Phone:
 Notes:

Resident Data/Stats

Ward: **Ward 1**
 Precinct:
 US Citizen: **Yes**
 Registered Voter: **Yes**
 Lake Forest Resident since(YYYY): **2016**
 Business Name:
 Type of Business:
 Business Phone: **(847) 574-6330**
 Position:
 Date of Birth (Optional):
 Education: **Bachelor's in Finance (Marquette University)**
MBA with Honors (University of Chicago)
 Spouse's Name:
 Children's Birth Years:

Interest in Community Positions

[compare val1=0 val2=0 operator=">="]

Mayor: **No Interest at this time**
 [/compare] [compare val1=0 val2=0 operator=">="]

Alderman: **No Interest at this time**
 [/compare] [compare val1=1 val2=0 operator=">="]

#67 School Board: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=0 val2=0 operator=">="]

#115 School Board: **No Interest at this time**
 [/compare] [compare val1=0 val2=0 operator=">="]

Caucus Committee: **No Interest at this time**
 [/compare] [compare val1=1 val2=0 operator=">="]

Audit Committee: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=1 val2=0 operator=">="]

Board of Fire & Police Commissioners: **No Interest at this time**
 [/compare] [compare val1=0 val2=0 operator=">="]

Building Review Board (BRB): **No Interest at this time**
 [/compare] [compare val1=0 val2=0 operator=">="]

Cemetery Commission: **No Interest at this time**
 [/compare] [compare val1=0 val2=0 operator=">="]

Committee Representing Our Young Adults (CROYA): **No Interest at this time**
 [/compare] [compare val1=0 val2=0 operator=">="]

Construction Codes Commission: **No Interest at this time**
 [/compare] [compare val1=1 val2=0 operator=">="]

Elawa Farm Commission: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=1 val2=0 operator=">="]

Fireman's Pension Fund - Board of Trustees: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=1 val2=0 operator=">="]

Gorton Community Center Board of Directors: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=0 val2=0 operator=">="]

Historic Preservation Commission: **No Interest at this time**
 [/compare] [compare val1=0 val2=0 operator=">="]

Legal Committee: **No Interest at this time**
 [/compare] [compare val1=1 val2=0 operator=">="]

Library Board: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=1 val2=0 operator=">="]

Park & Recreation Board: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=1 val2=0 operator=">="]

Planning Commission Labels: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=1 val2=0 operator=">="]

Police Pension Fund - Board of Trustees: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=0 val2=0 operator=">="]

Senior Resources Commission: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Zoning Board of Appeals (ZBA):

No Interest at this time

[/compare]

Other Positions:

Other Considerations

Please list any regular commitments or travel that would interfere with your attendance at scheduled meetings:

Work travel, however that can be scheduled around any other commitments that I have

Please list any current or previous community service activities, interests, directorships, etc. -- public or private. For each activity please indicate years served and positions held:

Storycatchers Theatre: 2010 - 2015 (Board Member / Chairman of the Board)

Big Shoulders Fund: 2007 - 2015 (Regular Volunteer / Mentor / Classroom Teacher)

Please list other activities, specialized skills, knowledge, or professional experience that would contribute to your effectiveness in the position(s) for which you are applying or expressing possible future interest:

Financial management (both personally and professionally) has always been a passion for me and could serve as a valuable resource to a variety of boards / commissions. I do not have a single issue or agenda that drives my interest in serving, so I view my skills in finance as applicable to a wide range of Boards / Commissions.

References (Optional):

Josh Jackson (former Lake Forest Caucus President)

Please state briefly why you are volunteering to serve The City of Lake Forest:

In the 3 years that my wife and I have been in Lake Forest, I've regularly had a desire to learn more about how the city works and how I might be able to put my skills to good use in the community that has an impact on the daily lives of me and my family. I've always believed in practicing servant leadership, and I'm drawn to the apolitical nature of the work that the City's Boards and Commissions accomplish. My focus is entirely on how I can make Lake Forest even better than it has been.

Please list any interests or activities that could lead to, or BE PERCEIVED as, a conflict of interest if you become a candidate or appointee.:

None

Contact Info

First Name: **Sue**
 Last Name: **Shattock**
 E-mail: **sue.m.sheldon@gmail.com**
 Title: **Retired**
 Organization:
 Address: **1124 Lake Rd.**
 Address Line 2:
 City: **Lake Forest**
 State: **IL**
 Zip: **60045**
 Mobile Phone:
 Home Phone:
 Notes:

Resident Data/Stats

Ward: **Ward 1**
 Precinct:
 US Citizen: **Yes**
 Registered Voter: **Yes**
 Lake Forest Resident since(YYYY):
 Business Name:
 Type of Business:
 Business Phone:
 Position:
 Date of Birth (Optional):
 Education: **Stanford University BA Economics and Communication 1982**
 Spouse's Name:
 Children's Birth Years:

Interest in Community Positions

[compare val1= val2=0 operator=">="]

Mayor: [/compare] [compare val1= val2=0 operator=">="]

Alderman: [/compare] [compare val1= val2=0 operator=">="]

#67 School Board: [/compare] [compare val1= val2=0 operator=">="]

#115 School Board: [/compare] [compare val1= val2=0 operator=">="]

Caucus Committee: [/compare] [compare val1= val2=0 operator=">="]

Audit Committee: [/compare] [compare val1= val2=0 operator=">="]

Board of Fire & Police Commissioners: [/compare] [compare val1= val2=0 operator=">="]

Building Review Board (BRB): [/compare] [compare val1= val2=0 operator=">="]

Cemetery Commission: [/compare] [compare val1= val2=0 operator=">="]

Committee Representing Our Young Adults (CROYA): [/compare] [compare val1= val2=0 operator=">="]

Construction Codes Commission: [/compare] [compare val1= val2=0 operator=">="]

Elawa Farm Commission: [/compare] [compare val1= val2=0 operator=">="]

Fireman's Pension Fund - Board of Trustees: [/compare] [compare val1= val2=0 operator=">="]

Gorton Community Center Board of Directors: [/compare] [compare val1= val2=0 operator=">="]

Historic Preservation Commission: [/compare] [compare val1= val2=0 operator=">="]

Legal Committee: [/compare] [compare val1=1 val2=0 operator=">="]

Library Board: **I am currently applying / Consider me for this position in the future**

[/compare] [compare val1= val2=0 operator=">="]

Park & Recreation Board: [/compare] [compare val1= val2=0 operator=">="]

Planning Commission Labels: [/compare] [compare val1= val2=0 operator=">="]

Police Pension Fund - Board of Trustees: [/compare] [compare val1= val2=0 operator=">="]

Senior Resources Commission: [/compare] [compare val1= val2=0 operator=">="]

Zoning Board of Appeals (ZBA): [/compare]

Other Positions:

Other Considerations

Please list any regular commitments or travel that would interfere with your attendance at scheduled meetings:

Starting 2021 winter, we will spend from Jan-April in our home in AZ.

Please list any current or previous community service activities, interests, directorships, etc. -- public or private. For each activity please indicate years served and positions held:

Advisory Council OSHER Center for Integrative Health at Northwestern Medicine (since 2016)

Board of Trustee Ragdale Foundation (2020)

Northwestern University Women's Board (new member)

International Ambassador/Fundraiser Lake Forest Academy Annual Fund (2013-2019)

Lake County Cares Board Member/Treasurer (2010-2015)

Please list other activities, specialized skills, knowledge, or professional experience that would contribute to your effectiveness in the position(s) for which you are applying or expressing possible future interest:

I retired after 16 years in advertising with Chiat/Day (LA and NY offices). I have marketing expertise, and of course, have helped raise money for organizations and schools I have supported

References (Optional):

Please state briefly why you are volunteering to serve The City of Lake Forest:

Lake Forest

Please list any interests or activities that could lead to, or BE PERCEIVED as, a conflict of interest if you become a candidate or appointee:

Contact Info

First Name: **Heather**
 Last Name: **Strong**
 E-mail: **strong.hw@gmail.com**
 Title:
 Organization:
 Address: **230 North Mayflower Road**
 Address Line 2:
 City: **Lake Forest**
 State: **IL**
 Zip: **60045**
 Mobile Phone:
 Home Phone:
 Notes:

Resident Data/Stats

Ward: **Ward 1**
 Precinct:
 US Citizen: **Yes**
 Registered Voter: **Yes**
 Lake Forest Resident since(YYYY): **2015**
 Business Name:
 Type of Business:
 Business Phone:
 Position:
 Date of Birth (Optional):
 Education: **B' Arch from Carnegie Mellon University 1993**
M'Arch from St. Louis University (St. Louis) 1995
Licensed Architect (Illinois): 2005
American Institute of Architects: 1995 to 2006
 Spouse's Name:
 Children's Birth Years:

Interest in Community Positions

[compare val1= val2=0 operator=">="]

Mayor: [/compare] [compare val1= val2=0 operator=">="]

Alderman: [/compare] [compare val1= val2=0 operator=">="]

#67 School Board: [/compare] [compare val1= val2=0 operator=">="]

#115 School Board: [/compare] [compare val1= val2=0 operator=">="]

Caucus Committee: [/compare] [compare val1= val2=0 operator=">="]

Audit Committee: [/compare] [compare val1= val2=0 operator=">="]

Board of Fire & Police Commissioners: [/compare] [compare val1= val2=0 operator=">="]

Building Review Board (BRB): [/compare] [compare val1= val2=0 operator=">="]

Cemetery Commission: [/compare] [compare val1= val2=0 operator=">="]

Committee Representing Our Young Adults (CROYA): [/compare] [compare val1= val2=0 operator=">="]

Construction Codes Commission: [/compare] [compare val1= val2=0 operator=">="]

Elawa Farm Commission: [/compare] [compare val1= val2=0 operator=">="]

Fireman's Pension Fund - Board of Trustees: [/compare] [compare val1= val2=0 operator=">="]

Gorton Community Center Board of Directors: [/compare] [compare val1= val2=0 operator=">="]

Historic Preservation Commission: [/compare] [compare val1= val2=0 operator=">="]

Legal Committee: [/compare] [compare val1=1 val2=0 operator=">="]

Library Board: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1= val2=0 operator=">="]

Park & Recreation Board: [/compare] [compare val1= val2=0 operator=">="]

Planning Commission Labels: [/compare] [compare val1= val2=0 operator=">="]

Police Pension Fund - Board of Trustees: [/compare] [compare val1= val2=0 operator=">="]

Senior Resources Commission: [/compare] [compare val1= val2=0 operator=">="]

Zoning Board of Appeals (ZBA): [/compare]

Other Positions:

Other Considerations

Please list any regular commitments or travel that would interfere with your attendance at scheduled meetings:

Volunteer at First Presbyterian Church M & Th mornings

Committee Meeting at First Presbyterian Church 2nd Tuesday evening of each month

Please list any current or previous community service activities, interests, directorships, etc. -- public or private. For each activity please indicate years served and positions held:

First Presbyterian Church LF

- Rummage Leadership Committee: 2016 to present

- Youth & Young Adult Faith Formation: 2019 to present

- Children's Faith Formation: 2016 to 2018

Spirit of 67 Home Tour: Grants Captain 2017 to present

DPM APT Exec.: Visiting Author Co-chair: 2016 to 2018

Pritzker Elementary School (Chicago Public Schools):

- Local School Council, School Board Member: 2012 to 2015

- Friends of Pritzker School: Founding Member: 2008 to 2015
- Carnegie Mellon University Alumni Association
- National Board Member: 2004 to 2007
- Chicago Executive Committee: 2001 to 2004

Please list other activities, specialized skills, knowledge, or professional experience that would contribute to your effectiveness in the position(s) for which you are applying or expressing possible future interest:

Our family of bookworms believes in the importance of public access to media, the leadership libraries provide, and the unique collective experiences a library can offer. We love the extraordinary effort the LF library exhibits when connecting with its members. The newsletters, book clubs, the book sale, "Great Grassby", etc. are all top notch. I believe my experience as an architect would be beneficial at this time, as I have experience in master planning, building design & development, and construction team management. Thank you for considering me for this vital role.

References (Optional):

Dewey Winebrenner 914-450-4327
Liz Gescheidle 847-254-4027
Tish Borkowski 312-286-4165

Please state briefly why you are volunteering to serve The City of Lake Forest:

Local civil, volunteer, and philanthropic activities were an important part of my upbringing. I have the time and willingness to serve and would welcome the opportunity to contribute to the future of the Lake Forest community.

Please list any interests or activities that could lead to, or BE PERCEIVED as, a conflict of interest if you become a candidate or appointee.:

n/a

Contact Info

First Name: **Kevin**
 Last Name: **Carden**
 E-mail: **kcarden@redico.com**
 Title: **Senior Vice President, Acquisitions**
 Organization:
 Address: **275 East Woodland Rd**
 Address Line 2:
 City: **Lake Forest**
 State: **IL**
 Zip: **60045**
 Mobile Phone:
 Home Phone:
 Notes:

Resident Data/Stats

Ward: **Ward 1**
 Precinct: **244**
 US Citizen: **Yes**
 Registered Voter: **Yes**
 Lake Forest Resident since(YYYY): **2004**
 Business Name:
 Type of Business:
 Business Phone:
 Position:
 Date of Birth (Optional):
 Education: **BA, Psychology, Miami University**
MBA, Finance & International Business, University of
Notre Dame
 Spouse's Name:
 Children's Birth Years:

Interest in Community Positions

[compare val1=0 val2=0 operator=">="]
 Mayor: **No Interest at this time**
 [/compare] [compare val1=0 val2=0 operator=">="]
 Alderman: **No Interest at this time**
 [/compare] [compare val1=0 val2=0 operator=">="]
 #67 School Board: **No Interest at this time**
 [/compare] [compare val1=0 val2=0 operator=">="]
 #115 School Board: **No Interest at this time**
 [/compare] [compare val1=1 val2=0 operator=">="]
 Caucus Committee: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=0 val2=0 operator=">="]
 Audit Committee: **No Interest at this time**
 [/compare] [compare val1=0 val2=0 operator=">="]
 Board of Fire & Police Commissioners: **No Interest at this time**
 [/compare] [compare val1=0 val2=0 operator=">="]
 Building Review Board (BRB): **No Interest at this time**
 [/compare] [compare val1=1 val2=0 operator=">="]
 Cemetery Commission: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=1 val2=0 operator=">="]
 Committee Representing Our Young Adults (CROYA): **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=0 val2=0 operator=">="]
 Construction Codes Commission: **No Interest at this time**
 [/compare] [compare val1=1 val2=0 operator=">="]
 Elawa Farm Commission: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=0 val2=0 operator=">="]
 Fireman's Pension Fund - Board of Trustees: **No Interest at this time**
 [/compare] [compare val1=1 val2=0 operator=">="]
 Gorton Community Center Board of Directors: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=1 val2=0 operator=">="]
 Historic Preservation Commission: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=0 val2=0 operator=">="]
 Legal Committee: **No Interest at this time**
 [/compare] [compare val1=1 val2=0 operator=">="]
 Library Board: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=1 val2=0 operator=">="]
 Park & Recreation Board: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=1 val2=0 operator=">="]
 Planning Commission Labels: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1=0 val2=0 operator=">="]
 Police Pension Fund - Board of Trustees: **No Interest at this time**
 [/compare] [compare val1=1 val2=0 operator=">="]
 Senior Resources Commission: **I am currently applying / Consider me for this position in the future**

[/compare] [compare val1=0 val2=0 operator=">="]

Zoning Board of Appeals (ZBA):

No interest at this time

[/compare]

Other Positions:

Other Considerations

Please list any regular commitments or travel that would interfere with your attendance at scheduled meetings:

I currently travel 2-3 days every other week, so am usually out of town 1-2 days per week on average. However, travel is sporadic and am sometimes out of town 4-5 days/week. Travel is domestic.

Please list any current or previous community service activities, interests, directorships, etc. -- public or private. For each activity please indicate years served and positions held:

**Boy Scouts Troop 46, Assistant Scoutmaster (2013?-current)
St. Patrick's Men's Group, Member (2009?-current)
Kiwanis of Lake Bluff & Lake Forest, Member (2009?-2016)
Adventure Princesses, Member (2009-2013), Assistant Chief (2011?), Chief (2012?)
Cub Scouts Pack 46, Camping Commissioner (2009?-2012)
Lake Forest Caucus (2017-2020), Ward 1 Chairman (2019-2020)**

Please list other activities, specialized skills, knowledge, or professional experience that would contribute to your effectiveness in the position(s) for which you are applying or expressing possible future interest:

I have roughly 30 years of experience in senior housing and health care, and roughly twenty years of experience in debt and equity finance and commercial real estate. I worked for an investment bank for twelve years which was a tax exempt bond underwriter, and gained experience with public finance, bankruptcy, and distressed debt. In my current role, I originate, evaluate, and complete the acquisition of senior housing communities and companies, and am central in strategic planning for the growth of my company. These responsibilities involve extensive financial analysis, cross-disciplinary leadership and communication; as well as strategic thinking and negotiation.

References (Optional):

Available if needed and upon request.

Please state briefly why you are volunteering to serve The City of Lake Forest:

I would like to become involved with the city, and to help where my background, experience and skills, could be of service. I am happy to help wherever it may be needed.

Please list any interests or activities that could lead to, or BE PERCEIVED as, a conflict of interest if you become a candidate or appointee.:

I work for a real estate developer and investor, although we have no plans to investor or develop in Lake Forest. Our investor partners, consultants, or competitors may, from time to time, do business in or with Lake Forest. I do not believe this is a real conflict in any way.

Contact Info

First Name: **Patrick**
 Last Name: **Marshall**
 E-mail: **patrick@bartlynn.com**
 Title: **Partner**
 Organization:
 Address: **390 N Green Bay Road**
 Address Line 2:
 City: **Lake Forest**
 State: **IL**
 Zip: **60045**
 Mobile Phone:
 Home Phone:
 Notes:

Resident Data/Stats

Ward: **Ward 3**
 Precinct:
 US Citizen: **Yes**
 Registered Voter: **Yes**
 Lake Forest Resident since(YYYY):
 Business Name:
 Type of Business:
 Business Phone: **(773) 490-1004**
 Position:
 Date of Birth (Optional):
 Education: **B.A University of Chicago, Political Science**
MBA, Kellogg, Northwestern University
 Spouse's Name:
 Children's Birth Years:

Interest in Community Positions

[compare val1=0 val2=0 operator=">="]

Mayor: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Alderman: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

#67 School Board: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

#115 School Board: **No Interest at this time**

[/compare] [compare val1=1 val2=0 operator=">="]

Caucus Committee: **I am currently applying / Consider me for this position in the future**

[/compare] [compare val1=0 val2=0 operator=">="]

Audit Committee: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Board of Fire & Police Commissioners: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Building Review Board (BRB): **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Cemetery Commission: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Committee Representing Our Young Adults (CROYA): **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Construction Codes Commission: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Elawa Farm Commission: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Fireman's Pension Fund - Board of Trustees: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Gorton Community Center Board of Directors: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Historic Preservation Commission: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Legal Committee: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Library Board: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Park & Recreation Board: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Planning Commission Labels: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Police Pension Fund - Board of Trustees: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Senior Resources Commission: **No Interest at this time**

[/compare] [compare val1=0 val2=0 operator=">="]

Zoning Board of Appeals (ZBA):

No Interest at this time

[/compare]

Other Positions:

Other Considerations

Please list any regular commitments or travel that would interfere with your attendance at scheduled meetings:

Pre-Covid I would travel for work a decent amount, but could plan around local meetings and other requirements.

Please list any current or previous community service activities, interests, directorships, etc. -- public or private. For each activity please indicate years served and positions held:

Current -- Long range / Master Planning Chair for the Lake Forest Parks and Recreation Foundation Board. Member since 2015

Former -- Founder / Board Member, Sue Duncan Children's Center Foundation Board, funding source for grass roots tutoring organization on Chicago south side, 1999-2010

Active volunteer throughout high-school, college and early career.

Please list other activities, specialized skills, knowledge, or professional experience that would contribute to your effectiveness in the position(s) for which you are applying or expressing possible future interest:

References (Optional):

Please state briefly why you are volunteering to serve The City of Lake Forest:

As a resident since 2013, I have been raising 4 children in this community. I believe that communities such as Lake Forest are only as great and strong and vibrant as the community members who volunteer and support these objectives. My parents instilled the values of volunteerism and supporting your local communities and led through example in the town of Lexington, MA where I grew up. I am ready and able to help support Lake Forest in a similar fashion through participation on the Lake Forest Caucus.

Please list any interests or activities that could lead to, or BE PERCEIVED as, a conflict of interest if you become a candidate or appointee.:

None that I am aware.

Contact Info

First Name: **Fred**
 Last Name: **Montgomery**
 E-mail: **fhmontgomery@gmail.com**
 Title: **Retired, Director of Federal and State Tax**
 Organization:
 Address: **870 Gage Lane**
 Address Line 2:
 City: **Lake Forest**
 State: **IL**
 Zip: **60045**
 Mobile Phone: **(847) 778-6301**
 Home Phone: **(847) 615-1690**
 Notes:

Resident Data/Stats

Ward: **Ward 3**
 Precinct:
 US Citizen: **Yes**
 Registered Voter: **Yes**
 Lake Forest Resident since(YYYY): **2004**
 Business Name:
 Type of Business:
 Business Phone:
 Position:
 Date of Birth (Optional):
 Education: **Swarthmore College, BA in Economics**
Stanford University, MA in Education
DePaul University, JD in Law
 Spouse's Name:
 Children's Birth Years:

Interest in Community Positions

[compare val1= val2=0 operator=">="]

Mayor: [/compare] [compare val1= val2=0 operator=">="]

Alderman: [/compare] [compare val1= val2=0 operator=">="]

#67 School Board: [/compare] [compare val1= val2=0 operator=">="]

#115 School Board: [/compare] [compare val1= val2=0 operator=">="]

Caucus Committee: [/compare] [compare val1= val2=0 operator=">="]

Audit Committee: [/compare] [compare val1= val2=0 operator=">="]

Board of Fire & Police Commissioners: [/compare] [compare val1= val2=0 operator=">="]

Building Review Board (BRB): [/compare] [compare val1= val2=0 operator=">="]

Cemetery Commission: [/compare] [compare val1= val2=0 operator=">="]

Committee Representing Our Young Adults (CROYA): [/compare] [compare val1= val2=0 operator=">="]

Construction Codes Commission: [/compare] [compare val1= val2=0 operator=">="]

Elawa Farm Commission: [/compare] [compare val1= val2=0 operator=">="]

Fireman's Pension Fund - Board of Trustees: [/compare] [compare val1= val2=0 operator=">="]

Gorton Community Center Board of Directors: [/compare] [compare val1= val2=0 operator=">="]

Historic Preservation Commission: [/compare] [compare val1= val2=0 operator=">="]

Legal Committee: [/compare] [compare val1= val2=0 operator=">="]

Library Board: [/compare] [compare val1= val2=0 operator=">="]

Park & Recreation Board: [/compare] [compare val1= val2=0 operator=">="]

Planning Commission Labels: [/compare] [compare val1= val2=0 operator=">="]

Police Pension Fund - Board of Trustees: [/compare] [compare val1=1 val2=0 operator=">="]

Senior Resources Commission: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1= val2=0 operator=">="]

Zoning Board of Appeals (ZBA): [/compare]

Other Positions:

Other Considerations

Please list any regular commitments or travel that would interfere with your attendance at scheduled meetings:

Stay in Florida in March and April. Otherwise none.

Please list any current or previous community service activities, interests, directorships, etc. -- public or private. For each activity please indicate years served and positions held:

Burr Ridge Police Pension Fund, President 1994-2004

Illinois State Board of Investments, 2009-2012

Executive Committees of the Civic Federation, Taxpayers Federation of Illinois, and Tax Executives Institute, Chicago Chapter

Board of Directors of the Illinois Chamber of Commerce and Recording for the Blind and Dyslexic
First Presbyterian Church, Elder, Co Moderator of Finance Committee, Mission Committee

Please list other activities, specialized skills, knowledge, or professional experience that would contribute to your effectiveness in the position(s) for which you are applying or expressing possible future interest:

I have developed a combination of legal and financial skills as well as an understanding of the importance of teamwork in completing projects. I enjoy working on committees and have gained some valuable experience

References (Optional):

Gayle Strenger Wayne, Connie & Bill Maines and Tricia Schwall

Please state briefly why you are volunteering to serve The City of Lake Forest:

My wife and I have enjoyed quite a few activities at Dickinson Hall the last 6 years and can appreciate the unique and valuable service it provides. Serving on the Senior Resources Commission seems like it would be a wonderful opportunity to become more active with the Center as well as with other issues affecting seniors in our community. I would enjoy working with the other members of the Commission on various projects.

Please list any interests or activities that could lead to, or BE PERCEIVED as, a conflict of interest if you become a candidate or appointee.:

None

Contact Info

First Name: **Nancy**
 Last Name: **Taubensee**
 E-mail: **nancy@Taubensee.com**
 Title: **Vice President Sales & Marketing**
 Organization:
 Address: **270 King Muir Road**
 Address Line 2:
 City: **Lake Forest**
 State: **IL**
 Zip: **60045**
 Mobile Phone:
 Home Phone:
 Notes:

Resident Data/Stats

Ward: **Ward 3**
 Precinct:
 US Citizen: **Yes**
 Registered Voter: **Yes**
 Lake Forest Resident since(YYYY): **2013**
 Business Name:
 Type of Business:
 Business Phone: **(847) 403-5437**
 Position:
 Date of Birth (Optional):
 Education: **BS in Business: Marketing, Miami University, Oxford, Ohio**
 Spouse's Name:
 Children's Birth Years:

Interest in Community Positions

[compare val1= val2=0 operator=">="]

Mayor: [/compare] [compare val1= val2=0 operator=">="]

Alderman: [/compare] [compare val1= val2=0 operator=">="]

#67 School Board: [/compare] [compare val1= val2=0 operator=">="]

#115 School Board: [/compare] [compare val1= val2=0 operator=">="]

Caucus Committee: [/compare] [compare val1= val2=0 operator=">="]

Audit Committee: [/compare] [compare val1= val2=0 operator=">="]

Board of Fire & Police Commissioners: **I am currently applying / Consider me for this position in the future**
 [/compare] [compare val1= val2=0 operator=">="]

Building Review Board (BRB): [/compare] [compare val1= val2=0 operator=">="]

Cemetery Commission: [/compare] [compare val1= val2=0 operator=">="]

Committee Representing Our Young Adults (CROYA): [/compare] [compare val1= val2=0 operator=">="]

Construction Codes Commission: [/compare] [compare val1= val2=0 operator=">="]

Elawa Farm Commission: [/compare] [compare val1= val2=0 operator=">="]

Fireman's Pension Fund - Board of Trustees: [/compare] [compare val1= val2=0 operator=">="]

Gorton Community Center Board of Directors: [/compare] [compare val1= val2=0 operator=">="]

Historic Preservation Commission: [/compare] [compare val1= val2=0 operator=">="]

Legal Committee: [/compare] [compare val1= val2=0 operator=">="]

Library Board: [/compare] [compare val1= val2=0 operator=">="]

Park & Recreation Board: [/compare] [compare val1= val2=0 operator=">="]

Planning Commission Labels: [/compare] [compare val1= val2=0 operator=">="]

Police Pension Fund - Board of Trustees: [/compare] [compare val1= val2=0 operator=">="]

Senior Resources Commission: [/compare] [compare val1= val2=0 operator=">="]

Zoning Board of Appeals (ZBA): [/compare]

Other Positions:

Other Considerations

Please list any regular commitments or travel that would interfere with your attendance at scheduled meetings:

Please list any current or previous community service activities, interests, directorships, etc. -- public or private. For each activity please indicate years served and positions held:

Please list other activities, specialized skills, knowledge, or professional experience that would contribute to your effectiveness in the position(s) for which you are applying or expressing possible future interest:

References (Optional):

Please state briefly why you are volunteering to serve The City of Lake Forest:

Please list any interests or activities that could lead to, or BE PERCEIVED as, a conflict of interest if you become a candidate or appointee:

Contact Info

First Name: **Richard**
 Last Name: **Price**
 E-mail: **rick@ptprice.com**
 Title: **President**
 Organization:
 Address: **791 Hawthorne Place**
 Address Line 2:
 City: **Lake Forest**
 State: **IL**
 Zip: **60045**
 Mobile Phone:
 Home Phone:
 Notes:

Resident Data/Stats

Ward: **Ward 1**
 Precinct:
 US Citizen: **Yes**
 Registered Voter: **Yes**
 Lake Forest Resident since(YYYY): **1953**
 Business Name:
 Type of Business:
 Business Phone: **(847) 641-0411**
 Position:
 Date of Birth (Optional):
 Education: **MacMurray College**
 Spouse's Name:
 Children's Birth Years:

Interest in Community Positions

[compare val1= val2=0 operator=">="]

Mayor: [/compare] [compare val1= val2=0 operator=">="]

Alderman: [/compare] [compare val1= val2=0 operator=">="]

#67 School Board: [/compare] [compare val1= val2=0 operator=">="]

#115 School Board: [/compare] [compare val1= val2=0 operator=">="]

Caucus Committee: [/compare] [compare val1= val2=0 operator=">="]

Audit Committee: [/compare] [compare val1= val2=0 operator=">="]

Board of Fire & Police Commissioners: [/compare] [compare val1= val2=0 operator=">="]

Building Review Board (BRB): [/compare] [compare val1= val2=0 operator=">="]

Cemetery Commission: [/compare] [compare val1= val2=0 operator=">="]

Committee Representing Our Young Adults (CROYA): [/compare] [compare val1= val2=0 operator=">="]

Construction Codes Commission: [/compare] [compare val1= val2=0 operator=">="]

Elawa Farm Commission: [/compare] [compare val1= val2=0 operator=">="]

Fireman's Pension Fund - Board of Trustees: [/compare] [compare val1= val2=0 operator=">="]

Gorton Community Center Board of Directors: [/compare] [compare val1= val2=0 operator=">="]

Historic Preservation Commission: [/compare] [compare val1= val2=0 operator=">="]

Legal Committee: [/compare] [compare val1= val2=0 operator=">="]

Library Board: [/compare] [compare val1= val2=0 operator=">="]

Park & Recreation Board: [/compare] [compare val1= val2=0 operator=">="]

Planning Commission Labels: [/compare] [compare val1= val2=0 operator=">="]

Police Pension Fund - Board of Trustees: [/compare] [compare val1= val2=0 operator=">="]

Senior Resources Commission: [/compare] [compare val1= val2=0 operator=">="]

Zoning Board of Appeals (ZBA): [/compare]

Other Positions: **Board of Fire and Police Commissioners**

Other Considerations

Please list any regular commitments or travel that would interfere with your attendance at scheduled meetings:

Please list any current or previous community service activities, interests, directorships, etc. -- public or private. For each activity please indicate years served and positions held:

Served on the LF Recreation Board, The Beach Restoration Committee and LF Volunteer Fireman.

Please list other activities, specialized skills, knowledge, or professional experience that would contribute to your effectiveness in the position(s) for which you are applying or expressing possible future interest:

References (Optional):

Please state briefly why you are volunteering to serve The City of Lake Forest:

Please list any interests or activities that could lead to, or BE PERCEIVED as, a conflict of interest if you become a candidate or appointee:

Current president of the Police Foundation

The City of Lake Forest
CITY COUNCIL
Proceedings of the Monday, May 3, 2021
City Council Meeting - City Council Chambers
REMOTE ACCESS MEETING

CALL FOR ORGANIZATION OF THE 2021-2022 LAKE FOREST CITY COUNCIL

At 6:30 pm. City Clerk Margaret Boyer called for the Organization of the 2021-2022 City Council

CITY CLERK MARGARET BOYER ADMINISTERS THE OATH OF OFFICE TO:

Mayor Elect—George A. Pandaleon

First Ward Alderman-Elect - - James E. Morris

Second Ward Alderman-Elect - - Melanie K. Rummel

Third Ward Alderman-Elect - - Ara C. Goshgarian

Fourth Ward Alderman-Elect - - Raymond P. Buschmann

CALL TO ORDER AND ROLL CALL: Honorable Mayor Pandaleon called the meeting to order at 6:35 pm, and City Clerk Margaret Boyer called the roll of Council members.

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

Absent: Alderman Notz.

PLEDGE OF ALLEGIANCE was recited.

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 May 3, 2021, City Council meeting is being held remotely.

Honorable Mayor, George Pandaleon	
James E. Morris, Alderman First Ward	Jim Preschlack, Alderman Third Ward
Jennifer Karras, Alderman First Ward	Ara Goshgarian, Alderman Third Ward
Melanie Rummel, Alderman Second Ward	Raymond Buschmann, Alderman Fourth Ward
Edward U. Notz, Jr., Alderman Second Ward	Eileen Looby Weber, Alderman Fourth Ward

ELECTION AND APPOINTMENT OF CITY OFFICERS

Mayor Pandaleon made the following appointments:

1. ELECTION BY THE CITY COUNCIL AND APPOINTMENTS BY THE MAYOR AS REQUIRED BY CHARTER AND CITY CODE

City Treasurer

City Supervisor

City Marshal & Collector

Elizabeth Holleb

Jason Wicha

Karl Walldorf

City Attorney
City Clerk
City Surveyor and Engineer

Julie Tappendorf
Margaret Boyer
Gewalt Hamilton Associates

COUNCIL ACTION: Approve the Mayor's Appointments

Alderman Morris made a motion to approve the Mayor's appointments, seconded by Alderman Weber. The following voted "Aye": Alderman Morris, Karras, Rummel, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 7-Ayes, 0 Nays, motion carried.

REPORTS OF CITY OFFICERS

COMMENTS BY MAYOR

A. Proclamation Declaring May as Mental Health Awareness Month

Mayor Pandaleon read the Proclamation declaring May as Mental Health Awareness Month.

COUNCIL ACTION: Approval of a Proclamation Declaring May as Mental Health Awareness Month

Alderman Goshgarian made a motion to approve the proclamation Declaring May as Mental Health Awareness Month, seconded by Alderman Karras. The following voted "Aye": Alderman Morris, Karras, Rummel, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 7-Ayes, 0 Nays, motion carried.

Molly Sarver, representing the non-profit Paws for Patrick, made a statement to the City Council.

The City Council thanked the group for the work they have done throughout the community to support mental health awareness.

B. 2021-2022 Board and Commission Appointments and Reappointments

BUILDING REVIEW BOARD

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Timothy Franzen	APPOINT	1
Scott Renken	APPOINT	1
James Diamond	REAPPOINT AS CHAIR	3

HISTORIC PRESERVATION COMMISSION

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Maureen Grinnell	APPOINT	3

PLAN COMMISSION

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
John Dixon	APPOINT AS CHAIR	1
Louis Pickus	APPOINT	2
Mark Pasquesi	APPOINT	4
Barrett Davie	APPOINT	2

ZONING BOARD OF APPEALS

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Mike Sieman	APPOINT AS CHAIR	3
Ari Bass	APPOINT	2

COUNCIL ACTION: Approve the Mayors Appointments and Reappointments

Alderman Rummel made a motion to approve the Mayor's Appointments and Reappointments, seconded by Alderman Weber. The following voted "Aye": Alderman Morris, Karras, Rummel, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 7-Ayes, 0 Nays, motion carried.

C. Announcement of City Council Committee Appointments

Mayor Pandaleon gave a brief overview of Committee Appointments and that the list would be available on the City's website, and the last page of these minutes.

Mayor Pandaleon made a brief statement recognizing the Lake Forest High School district 115, which was named the 7th best high school in the State of Illinois by US News and World Report. The high school previously ranked 18th in 2020.

COMMENTS BY CITY MANAGER

City Manager, Jason Wicha, introduced Finance Director, Elizabeth Holleb to provide an update regarding the FY 2021 Real Estate Transfer Tax Data. Ms. Holleb gave an in depth presentation displaying the last four fiscal years in comparison to the current year. She stated that the City completed the fiscal year with 663 residential transfers, which far outpaced the last five year totals. Additionally, she noted the FY 2021 revenue totaled \$2.735 million, which exceeded the budget estimate by \$1.8 million, due to the adjusted estimates as the budget was passed during the beginning of the COVID-19 pandemic, and the assumption concluded a negative impact on this fund.

The City Council had a discussion regarding the real estate market in surrounding communities.

Ms. Holleb explained they had conducted a survey and neighboring communities have not seen the same growth, however, some communities do not have a real estate transfer tax, which makes it difficult to collect this data.

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

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

COMMITTEE REPORTS

ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. **Approve the Extension of the Mayor's Declaration of a Local State of Emergency until the next City Council Meeting**
2. **Approval of April 19, 2021, City Council Meeting Minutes**
3. **Approval of a Resolution of Appreciation for Retiring Members of Boards and Commissions as follows:**

BOARD, COMMISSION OR COMMITTEE	NAME OF MEMBERS(S)
BUILDING REVIEW BOARD	James Sykora, Chris Bires
HISTORIC PRESERVATION COMMISSION	Carol Gayle
PLAN COMMISSION	Chair Rosemary Kehr, Monica Artman-Ruggles, and Michael Freeman
ZONING BOARD OF APPEALS	Mark Pasquesi

4. **Approval of the Regularly Scheduled Meetings of the Lake Forest City Council for the year 2022**
5. **Approval of the Check Register for the Period of March 20 – April 23, 2021**
6. **Approval of a Recommendation from the Public Works Committee to Award the Lake Forest portion of the Municipal Partnership Initiative (MPI) 2021 Joint Sewer Lining Project contract Low Bid to Hoerr Construction in the Not-To-Exceed Budgeted Amount of \$175,000.**
7. **Approval of a Recommendation from the Public Works Committee to Award the Lake Forest portion of the Municipal Partnership Initiative (MPI) 2021 Concrete Curb and Sidewalk Replacement Project to Schroeder and Schroeder, Inc. for a Not-to-Exceed Amount of \$75,000.**
8. **Approval of a Recommendation from the Public Works Committee to Award the 2021 Valve Replacement Project Low Bid to Aqua Contractors in the amount of \$300,000.**
9. **Approval to authorize the City Manager to enter into a contract with Mariani Landscape for Cemetery Grounds Maintenance Services, for an Amount Not to Exceed \$42,900.**
10. **Approval of a Recommendation from the Public Works Committee and the Parks & Recreation Board to Award South Park Parking Lot Design Services to Hitchcock Design**

Group in the Amount of \$38,105, plus 10% Contingency in the Amount of \$3,895, for a Total of \$42,000.

- 11. Approval to Purchase an Intelligent One Field Marking Paint Robot for the Parks Section from Turf Tank in the Amount of \$43,500.**

COUNCIL ACTION: Approval of the eleven (11) Omnibus items as presented

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

The City Council had an additional discussion on item #3

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

Alderman Rummel made a motion to approve the eleven (11) Omnibus items as presented, seconded by Alderman Morris. The following voted "Aye": Alderman Morris, Karras, Rummel, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 7-Ayes, 0 Nays, motion carried.

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

ORDINANCES

OLD BUSINESS

NEW BUSINESS

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

ADJOURNMENT

There being no further business Mayor Pandaleon asked for a motion. Alderman Morris made a motion to adjourn, seconded by Alderman Karras. Motion carried unanimously by voice vote at 7:15 pm.

Respectfully Submitted
Margaret Boyer, City Clerk

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

LAKE FOREST CITY COUNCIL
Committee and Liaise Appointments
May 2020 - April 2021

Standing Committees	George Pandaleon	Jennifer Karras	Ray Buschmann	Ara Goshgarian	Eileen Looby Weber	Jed Morris	Edward "Ted" Notz	Jim Preschlack	Melanie Rummel
Ward		1	4	3	4	1	2	3	2
Finance		X	X	X	X	Chair	X	X	X
Personnel, Comp & Admin	Chair		X			X			
Property & Public Lands				Chair	X		X		
Public Works		X					X	Chair	
Environmental & Sustainability					X			X	Chair
Ad Hoc Committees									
Golf Advisory				X					
Marketing of LF		Chair							
City Council Liaisons									
Audit Committee						X			
Civic Beautification Committee					Chair				
Founders Council (LF College)	X					X			
Governments: Federal, State & Local	X								
Legal Services			X						
Parks & Recreation				X					
Public Safety	X								
Senior Services						X			
Youth Services (CROYA)		X							
Term Limit May of:	2023	2026	2023	2025	2026	2023	2025	2024	2023

5/3/2021

RESOLUTION OF APPRECIATION

WHEREAS

has served The City of Lake Forest as a member of the

**BOARD OR COMMISSION
YYYY-YYYY**

WHEREAS, he/she has devoted much valuable time and personal attention to the work of this commission and, on behalf of the citizens of Lake Forest, continually met his/her responsibilities with purpose and dedication; and

WHEREAS, the citizens of Lake Forest recognize and are deeply appreciative of the valuable time and service he/she contributed to the preservation and improvement of the quality of life in our community by serving on this commission;

*NOW, THEREFORE, BE IT RESOLVED that the City Council of The City of Lake Forest, Illinois, hereby expresses the profound gratitude of the citizens of Lake Forest to **NAME** for the loyal and faithful public service he/she has given by means of this resolution, which shall be spread upon the permanent records of the City Council.*

*Adopted by the City Council of
The City of Lake Forest this
3rd day of May, 2021*

Mayor

2021- _____

Resolution Supporting Restoration of LGDF Revenue

WHEREAS, municipalities across the State of Illinois provide essential services to their residents that include public safety support, transportation and storm/wastewater infrastructure and community health services along with many others; and

WHEREAS, the State of Illinois has maintained a long-held agreement with municipalities to support and invest in these local services through the Local Government Distributive Fund (LGDF), which includes the collection and distribution of tax revenues on behalf of municipalities; and

WHEREAS, since the state income tax was adopted in 1969, state government has shared a percentage of total income tax collections through the LGDF with municipalities on a per capita basis in lieu of a local income tax; and

WHEREAS, these shared revenues have been significantly reduced by the State since 2011 from 10% to now 6.06%; and

WHEREAS, municipalities depend on LGDF dollars to lessen the burden on local taxpayers and reduce reliance on property taxes; and

WHEREAS, Governor JB Pritzker has proposed that the Fiscal Year 2022 state budget include a further 10% reduction in the amount of LGDF revenue distributed to local governments; and

WHEREAS, in addition to LGDF cuts over the years, the State has also reduced municipalities' share of the personal property replacement tax and increased sales tax collection fees while cities and villages have had to fund skyrocketing State-mandated pension costs, which account for substantial budget increases each year; and

WHEREAS, municipalities may be forced to explore increasing property taxes or cutting services amid further LGDF reductions,

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Lake Forest urges the General Assembly and the Governor to restore LGDF payments to the promised 10% rate so municipalities across Illinois may provide basic levels of service and avoid increased reliance on property taxes.

Adopted this 17th day of May, 2021

George A. Pandaleon, Mayor

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ (the "Commencement Date"), by and between The City of Lake Forest (the "City"), an Illinois local government in the County of Lake, Illinois, and the undersigned Contractor, William A. Schelhas ("Contractor"), a sole-proprietor, and collectively known as (the "Parties"). In consideration of the mutual covenants and promises contained in this Agreement, the City and Contractor hereby agree as follows:

1. **RETENTION OF CONTRACTOR.** The City agrees to retain Contractor to perform the services described on Exhibit A, attached hereto and made a part hereof (the "Services"). Contractor accepts such appointment and agrees to provide the Services in a professional and appropriate manner on an independent contractor basis. Within 60 days of retention the City Manager or his/her designee and Contractor will confer to establish goals that shall be completed during the term of this Agreement (the "Contract Objectives"). In the event that the Parties are unable to establish mutually acceptable Contract Objectives within such 60-day period (or such longer period as the Parties may mutually agree in writing), then either Party may terminate this Agreement upon thirty (30) days' written notice. The Contractor shall provide monthly updates to the City Manager or his/her designee relating to the Services and Contract Objectives. This Agreement shall not create an employment, partnership, agent, or joint venture relationship.
2. **CONTRACTOR DUTIES.** Contractor will personally provide and continue to provide the Services during the term hereof. The City and Contractor agree that Contractor retains the sole right to determine the manner and means by which services will be performed for the City, pursuant to this Agreement. Notwithstanding the foregoing, Contractor is expected, at all times, to act in a professional manner while performing services for the City pursuant to this Agreement, and the City retains the right to review and inspect the Contractor's performance of the Services to ensure that Contractor is providing the highest quality services to the City and its residents.
3. **TERM.** The term of this Agreement shall commence on the Commencement Date, or a date agreed to between the Parties, and end April 30, 2022, provided, however, this Agreement may be terminated at any time by either party upon ninety (90) days prior written notice.
4. **COMPENSATION.** Contractor will be compensated for the services performed under this Agreement at rates for services set in Contractor Proposal in Exhibit B, and will receive payment no more than twice per month, only after submitting an invoice to the City for services rendered. The City shall issue a 1099 or equivalent form as required by Federal and State regulations, and Contractor shall be fully and solely responsible for all costs

and expenses incident to the services furnished to the City under this Agreement.

As an independent contractor, Contractor shall not be entitled to overtime premiums or to benefits of any kind, including without limitation, deferred compensation, 457, pension contributions, health insurance, life insurance, workers' compensation benefits, and short-term or long-term disability benefits offered by the City to its employees.

5. **WORK SCHEDULE.** Contractor shall devote as much time as may be reasonably necessary to perform the Services in accordance with this Agreement. Notwithstanding the foregoing, it is expected that Contractor will at times be required to perform services during evenings and weekends in order to meet the needs of the City and the identified goals. The Contractor shall attend various meetings as directed by the City Manager or his/her designee.
6. **CONFIDENTIAL INFORMATION.** Contractor recognizes that certain confidential knowledge or information (Confidential Information) might be obtained by Contractor in the course of performing the Services hereunder including, but not limited to, personal information concerning the City's residents. Contractor does hereby agree that all such Confidential Information will be forever held confidential by Contractor, and not be disclosed to any party whatsoever during the term hereof and at all times thereafter. Upon termination of this Agreement, Contractor shall return to the City all documents, notes, or other tangible property that contain Confidential Information that is in the possession of Contractor.
7. **INDEMNITY; INSURANCE.**
 - a. Contractor agrees to indemnify and hold harmless the City, and its Mayor, Aldermen, Appointed Officials, Employees, Agents, Representatives, and Attorneys, in both their official and individual capacities (the "Indemnitees"), from and against any and all liability, losses, payments, expenses, and tax claims (including, without limitation, attorneys' fees and costs, interest and penalties) incurred by or imposed against the City or its Mayor, Aldermen, Appointed Officials, Employees, Agents, Representatives, and Attorneys, arising out of or in any way related to any act or failure to act by Contractor (or any of Contractor's agents, employees, or partners), including, but not limited to, all claims relating to the injury or death of any person or damage to any property.
 - b. Contractor agrees to maintain a comprehensive general liability insurance policy (with contractual liability coverage) at all times during the term of this Agreement, which policy shall identify the Indemnitees as additional insureds. ***[Fifty percent of the cost of such policy of insurance shall***

be an expense for which the City reimburses Contractor within 35 days after delivery to the City of a paid receipt therefor.]

8. **NOTICES.** All notices under this Agreement shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses listed below or to such address as any party hereto, by written notice to the other party may designate from time to time. Notices and communications to each Party shall be addressed to, and delivered at, the following addresses:

Notice and communications to the City shall be address to, and delivered at, the following address:

The City of Lake Forest ("City")
220 E. Deerpath
Lake Forest, IL 60045
Attn: Mike Strong, Assistant City Manager
Email: strongm@cityoflakeforest.com

Notice and communications to the City shall be address to, and delivered at, the following address:

William A. Schelhas
1120 Edington Lane
Mundelein, IL 60060
Email: Schelhas.media@comcast.net

9. **MISCELLANEOUS.** No waiver, modification or amendment of this Agreement shall be valid and enforceable unless it is in writing and signed by Contractor and the City Manager. This Agreement supersedes all other oral and written agreements, understandings or communications between the City and Contractor. This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of Illinois without regard to choice of law principles. Waiver by either party to this Agreement of any breach or default by the other party of any of the terms and conditions of this Agreement shall not operate as a waiver of any other breach or default, whether similar to or different from the breach or default waived.

[Signature page to follow.]

William A. Schelhas

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year appearing in their respective notary acknowledgements.

Accepted and approved this
____ day of _____, 20____

Accepted and approved this
____ day of _____, 20____

William A. Schelhas
1120 Edington Lane
Mundelein, IL 60060

The City of Lake Forest
220 E. Deerpath
Lake Forest IL 60045

By:

By:

William A. Schelhas

Jason C. Wicha
City Manager

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 20____.

SUBSCRIBED AND SWORN to
before me this ____ day of
_____, 20____.

Notary Public

Notary Public

EXHIBIT A

Contractor Services and Schedule of Performance

SUMMARY: Contractor shall manage Lake Forest TV, a public access facility operated by The City of Lake Forest.

ESSENTIAL DUTIES AND RESPONSIBILITIES SHALL INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

- Serving as a Contractor for City's cable access television services, which includes, but is not limited to, the following duties:
 - Oversight of City governmental or "on-site" public meeting broadcasting, equipment usage and completing program scheduling of programs related to local government information and community activities;
 - Assist with municipal cable communication efforts, including publicizing of cable programs and activities, developing a programming guide for the channel, or uploading and managing web service streaming services (e.g. YouTube, Vimeo, etc.); and
 - Oversight of non-City governmental, or "off-site" public meeting recording and scheduling of playback on City authorized media platforms; and
 - General Photography support (i.e. taking photos, minor editing, etc.) during "on-site" public meetings.
- All work hours and leave requests will be conditional on workload being completed and will be coordinated and approved by the Office of the City Manager;
- Performs routine maintenance and troubleshooting on all video, audio and computer equipment, and maintains orderly records and files for the video tape library; and
- Coordinates the following: video equipment maintenance and repair; automated playback system operations; management of uploading meetings for playback on streaming service or website server (e.g. YouTube).

Contractor Services shall be further identified in the Contract Objectives and the Contractor Proposal of Services included as Exhibit B to this Agreement. In the event of a conflict among this Exhibit A, Exhibit B, or the Contract Objectives, (i) Exhibit A prevails over Exhibit B, and (ii) Contract Objective prevail over Exhibit A.

EXHIBIT B

Contractor Proposal of Services

WILLIAM A. SCHELHAS
1120 Edington Ln.
Mundelein, IL 60060

847.650.8770
wmas1960@aol.com

RATE CARD

Basic Rates	Hourly	\$75.00
	Meeting or event @ City Hall or Village Hall	\$225.00
	Meeting or Similar Event on Remote	\$300.00

Meeting or event at city hall is comprised of basic shooting with installed equipment and with no editing or additional titles needed. Rate will include 3 DVD Copies and the transfer of the meeting video to Youtube or Upload to Dropbox and to the broadcasting system. The cost will be flat rate for any meeting. Rate is figured on arrival apprx. 1hr before a meeting and an average meeting length of 2 hours. Rate will be the same if The Meeting is Less than 1 hour or over 2. Max meeting time 5 hours. Long meetings, over 2 hours May incur minor extra costs due to difficulty with duplications and need for special discs and processing.

Remote Meeting Rates include simple taping of a meetng or event with a single camera for up to 4 hours, as stated above. Minimal Editing to add an open and closing title and simple Lower 3rd Graphics or Titles. Editing will be limited to an hour. Any further editing will be considered extra and will be billed at the Hourly Rate, listed above. Additional Personnel or Equipment will be added as an extra expense.

Slide Show (Simple)	A simple compilation of photos, edited to Music and including a narrated voice over. Time of about 3-5 minutes. Apprx. 60 slides. Digital images in Landscape or Horizontal Orientation, .jpg format, free. Scanning from photos \$1.50 each. Time included will be 3 hours Editing and 1 hour planning. Additional time will be billed hourly.	\$300.00
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Multi-Episode Long Form Program	15 to 30 minute programs. Programs like Wild Weird and Wonderful and Inside Lake Forest. Generally about 1 to 2 hours of shooting and 8 hours of editing. Costs could run to \$750 but I will try to go with \$500 due to the multiple episode nature and repeat business. With Inside Lake Forest, In the past, producing or planning and scheduling would be done by an intern or volunteer. If that can continue it would save some of the time and thus cost. Wild Weird and Wonderful is, for the most part, 2 episodes a year. Croctoberfest and Reptile Rampage. We can also discuss more episodes if a topic should arise. Again, any WDC staff or volunteer assistance is always appreciated and can save some cost.	\$500.00
Short Video Program	Finished time length about 30-60 seconds. Project time of about 8 hours including Shooting Editing and Pre-Production Planning. Personnel, 1 Video Person.	\$500.00
Special Event Coverage	Video Coverage of a special event like Tree Lighting, Parade, Carnival or Festival or Concert. Cost covers one person and about 8 hours of Shooting Editing and Planning time. Additional manpower or special equipment will be billed extra at cost.	\$500.00
Long Form Video Project	Video of apprx. 8-10 minutes in length. Cost includes up to 13 hours of Videotaping, Editing and Pre-Production Planning. Additional time will be billed at Hourly Rate and additional personnel or equipment will be billed extra.	\$1,000.00
Technical Support or Consultation	Billed at hourly rate with a minimum of 1 hour. Service includes assistance with projectors or video or sound systems.	\$75.00/hr

	Projects of only a few photos taking less than an hour will be billed at the Hourly Rate of \$75/hr.	
Simple Photo Assignments	Events of 2 - 3 hours will be billed at the Event Rate of \$200.00. Over 3 hours will add the hourly cost for additional hours.	\$75/hr - \$200/Event +

Video Duplications	Depending on the availability of equipment to make a copy, Duplication to DVD will be \$25 for each original for duplication including 1 DVD copy. Additional copies will be \$5 ea. Copies can be saved on Flash Drives or USB Drives or Hard Drives but will add the cost of the media to which the copies are made. Batch duplications of DVDs or VHS Tapes, made to a Digital Computer File for \$10 per original, saved to a single Hard Drive or USB drive. Cost of the Hard Drive or other media is NOT included and will be extra, unless provided.
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SECOND AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF LAKE FOREST AND THE MUSIC INSTITUTE OF CHICAGO

THIS SECOND AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF LAKE FOREST AND THE MUSIC INSTITUTE OF CHICAGO (this "**Second Amendment**") is made this ____ day of _____, 2021, by and between the **CITY OF LAKE FOREST**, an Illinois home-rule and special charter municipal corporation ("**City**") and **MUSIC INSTITUTE OF CHICAGO**, an Illinois not-for-profit corporation ("**Licensee**").

WHEREAS, the City and Licensee previously entered into that certain License Agreement, dated February 10, 2015 (the "**License Agreement**"); and

WHEREAS, pursuant to the License Agreement, the City has granted a license to the Licensee for the use of a portion of the building commonly known as Volwieler Hall, located at 40 E. Old Mill Road in the City of Lake Forest; and

WHEREAS, the City and the Licensee previously entered into the First Amendment to the License Agreement to extend the term of the License Agreement; and

WHEREAS, the City and the Licensee desire to further amend certain provisions of the License Agreement, including the term and the license fee, as more fully set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties hereto do promise and agree, as follows:

SECTION 1. Recitals. The foregoing recitals shall be, and are hereby, incorporated into and made a part of this Amendment as if fully set forth in this Section 1.

SECTION 2. Prior Agreement/Conflicts. In the event of any conflict or inconsistency between the terms and provisions of the License Agreement, as amended, and this Second Amendment, this Second Amendment shall govern and apply

SECTION 3. Amendment to Section 2 of the License Agreement. Section 2 of the License Agreement, entitled "License Period" is hereby amended as follows (deletions in ~~strike through~~, additions in **bold** and underline):

"1. License Period.

The terms and conditions of this License shall apply during the period beginning on **June 2, 2021** ~~January 1, 2015~~ ("Commencement Date") and ending on **June 1, 2026** ~~December 31, 2019~~ ("License Period"). The Parties may extend the License Period or modify the terms of this License as provided for herein or by a separate written agreement signed by both Parties."

SECTION 4. Amendment to Section 3 of the License Agreement. Section 3 of the License Agreement, entitled "License Fee & Execution of License" is hereby amended as follows (deletions in ~~strike through~~, additions in **bold** and underline):

"3. License Fee & Execution of License.

- a. Licensee shall pay to Owner each year during the License Period a fixed fee of \$43,000 per year, payable in monthly installments. **The License Fee will increase on each anniversary of the Commencement Date by the lessor of three percent (3%) or the Consumer Price Index as of March 31st of the then current year.** Each installment payment of the License Fee shall be due in advance on the first day of each calendar month during the License Period. Licensee is directed and required to deliver each installment of the License Fee to Owner at the following address: 800 North Field Drive, Lake Forest, IL 60045. If Licensee is delinquent in any monthly installment of the License Fee due and owing under this License for more than five (5) days, Licensee shall pay to Owner on demand a late charge equal to five percent (5%) of such delinquent sum. The provision for such late charge shall be in addition to all of Owner's other rights and remedies hereunder or at law or in equity and shall not be construed as a penalty. Owner may further adjust the License Fee upon any change in usage of the Licensed Area or any extension of the License Period."

SECTION 5. Continued Effect. Except as expressly modified by this Addendum, the License Agreement shall continue in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

MUSIC INSTITUTE OF CHICAGO

CITY OF LAKE FOREST, an Illinois
Municipal Corporation

By: _____

By: _____

Its: _____

Jason C. Wicha, City Manager

**FIRST ADDENDUM TO THE LICENSE AGREEMENT BETWEEN THE CITY OF LAKE
FOREST AND THE MUSIC INSTITUTE OF CHICAGO**

THIS FIRST ADDENDUM TO THE LICENSE AGREEMENT BETWEEN THE CITY OF LAKE FOREST AND THE MUSIC INSTITUTE OF CHICAGO (this "Addendum") is made this 18th day of November, 2019, by and between the **CITY OF LAKE FOREST**, an Illinois home-rule and special charter municipal corporation ("**City**") and **MUSIC INSTITUTE OF CHICAGO**, an Illinois not-for-profit corporation ("**Licensee**").

WHEREAS, the City and Licensee previously entered into that certain License Agreement, dated February 10, 2015 (the "**License Agreement**"); and

WHEREAS, pursuant to the License Agreement, the City has granted a license to the Licensee for the use of a portion of the building commonly known as Volwiler Hall, located at 40 E. Old Mill Road in the City of Lake Forest; and

WHEREAS, the License Agreement expires under its own terms on December 31, 2019; and

WHEREAS, the City and the Licensee desire to extend the term of the License Agreement through June 15, 2021, upon the terms and conditions set forth in this Addendum.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties hereto do promise and agree, as follows:

SECTION 1. Recitals. The foregoing recitals shall be, and are hereby, incorporated into and made a part of this Amendment as if fully set forth in this Section 1.

SECTION 2. Prior Agreement/Conflicts. In the event of any conflict or inconsistency between the terms and provisions of the Agreement and this Amendment, this Amendment shall govern and apply

SECTION 3. Extension of License Period. The License Period provided for under Section 2 of the License Agreement is hereby extended to end on June 15, 2021.


SECTION 4. Withdrawal of Revocation Notice. The City hereby withdraws its prior notice of revocation of the License Agreement, dated August 29, 2018.

SECTION 5. Continued Effect. Except as expressly modified by this Addendum, the License Agreement shall continue in full force and effect, including, but not limited to, the License Fee provided for under Section 3 of the License Agreement.


[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

MUSIC INSTITUTE OF CHICAGO

By: 
Its: PRESIDENT + CEO

CITY OF LAKE FOREST, an Illinois
Municipal Corporation

By: 
Jason C. Wicha, City Manager

LICENSE AGREEMENT

This License Agreement ("License") is entered into on this 10th day of February, 2015, by and between **The City of Lake Forest**, an Illinois home-rule and special charter Municipal Corporation in Lake County, Illinois ("Owner") and **Music Institute of Chicago**, an Illinois not-for-profit corporation. ("Licensee") (collectively, the Owner and Licensee shall hereinafter be referred to as the "Parties").

Recitals.

A. Owner is the title holder to a certain building commonly known as Volwiler Hall and located at 40 E. Old Mill Road in The City of Lake Forest, County of Lake, and State of Illinois (the "Building").

B. Owner has determined that making space available in the Building for certain uses will serve the public interest of The City of Lake Forest and its residents. Such space will be made available not through the conveyance of any property interest in or to the Building, but by the granting of license rights for the use and occupancy of space within the Building.

C. Owner desires to grant to Licensee the privilege to use, access, and occupy, and Licensee desires to use, access, and occupy, approximately 6,650 square feet of space in the Building as depicted on Exhibit A to this License ("Licensed Area"), subject to and in accordance with the terms of this License.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein stated, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Owner desires and agrees to license the Licensed Area to Licensee, and Licensee desires and agrees to license the Licensed Area from Owner pursuant to the provisions set forth herein.

1. Incorporation of Recitals.

The foregoing Recitals are hereby incorporated into and made a part of this License as if fully set forth herein.

2. License Period.

The terms and conditions of this License shall apply during the period beginning on January 1, 2015 ("Commencement Date") and ending on December 31, 2019 ("License Period"). The Parties may extend the License Period or modify the terms of this License as provided for herein or by a separate written agreement signed by both Parties.

3. License Fee & Execution of License.

- a. Licensee shall pay to Owner each year during the License Period a fixed fee of \$43,000 per year, payable in monthly installments. Each installment payment of the License Fee shall be due in advance on the first day of each calendar month during the License Period. Licensee is directed and required to deliver each installment of the License Fee to Owner at the following address: 800 North Field Drive, Lake Forest, IL 60045. If Licensee is delinquent in any monthly

installment of the License Fee due and owing under this License for more than five (5) days, Licensee shall pay to Owner on demand a late charge equal to five percent (5%) of such delinquent sum. The provision for such late charge shall be in addition to all of Owner's other rights and remedies hereunder or at law or in equity and shall not be construed as a penalty. Owner may further adjust the License Fee upon any change in usage of the Licensed Area or any extension of the License Period.

- c. Licensee must provide to the City Manager a copy of the License executed by Licensee and a security deposit of \$3583.00 (the "License Security Deposit"). Owner may at any time or times apply all or any portion of the License Security Deposit in payment of any amounts due to Owner from Licensee, and upon Owner's demand Licensee shall in such case promptly deposit additional sums with Owner to return the balance of the License Security Deposit to \$3,583.00.
- d. The Building and Licensed Area are currently exempt from payment of real estate taxes. If at any time in the future the Building and Licensed Area are assessed and real estate taxes are due, Licensee shall pay all real estate taxes or other charges applicable to or assessed against the Building or Licensed Area, on a pro rata basis considering the size of the Licensed Area in relation to the size of all other licensed areas in the Building that are licensed for use by taxable entities; even though such taxes may not become due and payable until after the expiration or termination of this License. If any such taxes or charges shall have been paid by Owner, Licensee agrees to reimburse Owner within 60 days after presentation of a bill. Licensee shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Licensed Area, whether levied or assessed against Owner or Licensee.

4. Authorized Uses.

- a. Licensee may use the Licensed Area for the purpose(s) only: conducting of music classes and related activities for the public consistent with the mission statement of Licensee, a copy of which is attached hereto as Exhibit B. Overnight occupancy of the premises is not permitted. The ending time of any and all public classes and activities shall be 9:00 p.m. Licensee shall have the non-exclusive right to the use of the grounds and parking areas adjacent to Volwiler Hall. No parking shall be permitted on any residential street. In addition, Licensee may use the common areas of the Building for their ordinary and customary uses.
- b. In addition, a maximum number of six (10) group social functions (excepting musical events), including fundraisers and the like, may be held in the Licensed Area per year. Licensee shall give owner prior written notification of any such group events. Owner shall have the right to prohibit any use that it determines is inconsistent with the Special Use Permit (a copy of which is attached hereto as Exhibit C) and/or public interest at the Owner's discretion.
- c. Notwithstanding the foregoing, Licensee shall not store any inflammable or hazardous materials on or in the Licensed Area without the express written authorization of Owner (except for such quantities of standard over-the-counter

cleaning and office supplies as are reasonably necessary to be kept in connection with the normal operation and maintenance of the Licensed Area).

5. Assignments.

Licensee shall not without owners written consent of the Owner assign all or any portion of the rights or privileges to use or occupy any part of the Licensed Area. Any sub-license between the Licensee and its sub-licensee must have written approval by the Owner. The Owner acknowledges and consents to Licensee's current sub-license arrangement with the Career Resource Center (the "Sub-Licensee") affecting a portion of the Licensed Area. Licensee shall be fully responsible to the Owner for the acts of the Sub-Licensee, and Licensee shall not, without the prior written consent of the Owner, either: (i) expand the Sub-Licensee's current use of the Licensed Area, or (ii) allow another party to sub-license any part of the Licensed Area (including such part currently used by the Sub-Licensee).

6. Surrender of Licensed Area and Repairs.

- a. At the end of the License Period, Licensee shall no longer exercise the privilege of using or occupying the Licensed Area and shall otherwise surrender the Licensed Area in the same condition as it existed on the Commencement Date, normal wear and tear and damage by fire or other casualty excepted, so long as any fire or casualty is not caused by the Licensee. Licensee shall also return to the Owner all keys to the Building or to the Licensed Area at the end of the License Period.
- b. Licensee shall have the right to remove all personal property from the Licensed Area at the conclusion of the License Period provided that Licensee shall repair, at Licensee's expense, all damage to the Licensed Area caused by such removal, and shall remove all of Licensee's property. Any property not so removed by Licensee as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Owner at Licensee's expense, and Licensee waives all claims against Owner for any damages resulting from Owner's retention and disposition of such property.
- c. During and at the conclusion of the License Period, and as additional consideration for the granting of this License, Licensee agrees to make, at Licensee's expense, all necessary repairs to the Licensed Area caused by Licensee, its agents, employees, contractors, or invitees or the Sub-Licensee from use and occupancy, normal wear and tear and damage by fire or other casualty excepted, so long as any fire or casualty is not caused by the Licensee.

7. Improvements.

- a. Licensee shall not make any alterations to the Licensed Area without the prior written consent of the Owner.
- b. Any such improvements shall be made in a workmanlike manner utilizing good quality materials, including partitions, fixtures and equipment required to be affixed or secured to the Licensed Area.

- c. Upon surrender of the Licensed Area, all alterations or improvements constructed by Owner or Licensee shall remain on the Licensed Area as Owner's property, except to the extent (i) Owner requires removal of any such Licensee-made alterations at Licensee's expense prior to the expiration of the License Period or earlier termination of this License, or (ii) Owner and Licensee have otherwise agreed in writing in connection with Owner's consent to any Licensee-made alterations. Licensee shall repair any damage to the Licensed Area caused by such removal, unless Owner elects to complete such repairs itself, in which case Licensee shall reimburse Owner for the costs of such repairs within ten (10) days after Owner's written demand therefor. If Licensee fails to remove any Licensee-made alterations per the requirements of this Paragraph, or fails to repair any damage caused thereby, Owner shall have the right, but not the obligation, to complete such removal and/or repairs at Licensee's expense, and Licensee shall reimburse Owner for same within ten (10) days after Owner's written demand therefor.

8. Insurance

- a. Licensee, at its expense, shall maintain during the License Period: all risk property insurance covering the full replacement cost of all property and improvements installed or placed in the Licensed Area by Licensee at Licensee's expense; worker's compensation insurance with no less than the minimum limits required by law; employer's liability insurance with such limits as required by law; and commercial general liability insurance, with a minimum limit of \$1,000,000 per occurrence and a minimum umbrella limit of \$1,000,000, for a total minimum combined general liability and umbrella limit of \$2,000,000 (together with such additional umbrella coverage as Owner may reasonably require) for property damage, personal injuries, or deaths of persons occurring in or about the Licensed Area. Owner may from time to time require reasonable increases in any such limits. The commercial liability policies shall name Owner as additional insureds (and any other party reasonably requested by Owner), insure on an occurrence and not a claims made basis, be issued by insurance companies that are reasonably acceptable to Owner, not be cancelable unless thirty (30) days' prior written notice is given to Owner, contain a hostile fire endorsement and a contractual liability endorsement and provide primary coverage to Owner (any policy issued to Owner providing duplicate or similar coverage shall be deemed excess over Licensee's policies). Such policies or certificates thereof shall be delivered to Owner by Licensee prior to the Commencement Date and upon each renewal of said insurance.
- b. The all risk property insurance obtained by the Licensee in accordance with this License shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against either Party, their officers, directors, employees, managers, agents, invitees and contractors, in connection with any loss or damage thereby insured against. Neither Party nor its officers, directors, employees, managers, agents, invitees or contractors shall be liable to the other for loss or damage caused by any risk coverable by all risk property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a Party to insure its property shall not void this waiver (but such waiver shall not apply to Owner if Licensee fails to obtain and maintain

such all risk policy). Owner and its agents, employees and contractors shall not be liable for, and Licensee hereby waives all claims against such parties for, business interruption and losses occasioned thereby sustained by Licensee or any person claiming through Licensee resulting from any accident or occurrence in or upon the Licensed Area from any cause whatsoever, including without limitation, damage caused in whole or in part, directly or indirectly, by the negligence of Owner or its agents, employees or contractors; but, excluding any accident or occurrence caused directly by the gross negligence or willful misconduct of Owner or its agents, employees or contractors.

9. Utilities and Services.

For those that are separately metered and used solely by the Licensee, Licensee shall pay for all water, gas, electricity, heat, light, power, telephone, sewer, sprinkler services, janitorial services, and other utilities and services used on the Licensed Area, all maintenance charges for utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider directly to the provider of such services. In the event Licensee fails to pay for any utilities or services as required under this Paragraph, Owner shall have the right, but not the obligation, upon ten (10) days' prior written notice to Licensee, to pay such utility or service bills on Licensee's behalf and charge Licensee for same (plus a penalty equal to 5% of the past due amount) due and payable upon Owner's written demand therefor. No interruption or failure of utilities or services shall result in the termination of this License or the abatement of License Fees.

10. Entry

Owner shall have the right to enter upon the Licensed Area at reasonable hours following reasonable notice to Licensee (except in an emergency) to inspect the same, provided Owner shall not thereby unreasonably interfere with Licensee's business on the Licensed Area.

11. Maintenance, Damage, and Destruction

- a. Licensee shall at all times keep the Licensed Area clean and in good repair and condition, including the painting thereof. Licensee shall not post, paint, or place on the Licensed Area or Building any advertisement or sign without the prior written approval of the Owner. Except as otherwise expressly provided in this License, Licensee shall bear the full cost of any repair or replacement to any part of the Licensed Area that incurs damage caused by Licensee, its agents, employees, contractors, or invitees.
- b. Owner shall not be liable for any loss or damage caused by Owner's failure to keep the Licensed Area heated or in repair, or for any damage to the property of the Licensee in or about the Building or Licensed Area from water, rain, or snow which may leak or flow into any part of the Building or Licensed Area, or from leakage of pipes, plumbing, heating or cooling apparatus, or any defect on the Licensed Area.
- c. In the event the Licensed Area shall be rendered untenable by fire or other casualty, Owner may at its option, repair the Licensed Area within 90 days or

revoke the License and in such event the License shall cease immediately. The License Fee shall be abated from the date of any casualty and while such damages are under repair, unless such casualty or damage was caused by Licensee, its agents, employees, contractors, or invitees.

- d. If the Licensed Area or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects (such damage or defects not being the result of any act of negligence by Licensee or by any of Licensee's agents, employees, or invitees) that the same cannot be used for Licensee's purposes, then Licensee shall have the right after ninety (90) days following damage to elect by notice to Owner to terminate this License as of the date of such damage. The License Fee shall abate from the date of any casualty through the date of termination of the License or until such damages have been repaired, unless such casualty or damage was caused by Licensee, its agents, employees, contractors, or invitees.
- e. In the event of minor damage to any part of the Licensed Area, Owner may promptly repair such damage; however, Owner shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials, or labor or other matters, which are beyond the reasonable control of Owner. The License Fee shall be abated from the date of any casualty and while such damages are under repair, unless such casualty or damage was caused by Licensee, its agents, employees, contractors, or invitees.
- f. If the Licensed Area or any other part of the Building is damaged by fire or other casualty resulting directly from any act of negligence by Licensee or by any of Licensee's agents, employees or invitees, the License Fee shall not be diminished or abated while such damages are under repair, and Licensee shall be responsible for the costs of repair not covered by insurance.
- g. The Owner shall be responsible for maintenance of the portions of the Licensed Area, the Building, and the areas adjacent to the Building in accordance with Exhibit D attached to this Agreement. Notwithstanding such responsibility, in the event that the Owner is unable or unwilling to perform such maintenance, Licensee's only remedy is to terminate this Agreement, subject to the provisions of Section 12(b) of this Agreement. Additionally, in lieu of performing maintenance as provided in Exhibit D, the Owner may declare the Licensed Premises or affected portions thereof no longer available for occupancy, and the License Fee shall be prorated accordingly.

12. Default

- a. In the event of a default made by Licensee in any of the covenants or conditions to be kept, observed and performed by Licensee, Licensee shall have thirty (30) days after receipt of written notice thereof to cure such default, provided such default is capable of being cured within such time period, or any additional time as may be reasonably required to cure the default in the event thirty (30) days is insufficient, but in no event more than sixty (60) days without the written consent of the Owner. In the event that the Licensee shall fail to cure any default within the time allowed under this paragraph, Owner may declare the License Period ended and terminate the License by giving Licensee ten days' written notice of

such intention, and if Licensee does not remove its property and otherwise discontinue use of the Licensed Area, Owner may remove Licensee's property from the Licensed Area and otherwise prevent Licensee's further use of the Licensed Area or the Building.

- b. In the event of (i) a default made by Owner or (ii) Owner's decision not to perform maintenance activities identified in Exhibit D, which non-performance shall not be a technical default under this Agreement (an "Occupancy Condition"), Owner shall have thirty (30) days after receipt of written notice from Licensee of such Occupancy Condition, provided such Occupancy Condition is capable of being cured within such time period, or any additional time as may be reasonably required to cure the Occupancy Condition in the event thirty (30) days is insufficient, but in no event more than sixty (60) days without the written consent of the Licensee. In the event that the Owner shall fail to cure any Occupancy Condition within the time allowed under this paragraph, Licensee may declare the License Period ended and terminate the License by giving Owner at least ten days' written notice of such intention, and upon such termination Licensee shall remove Licensee's property from the Licensed Area.

13. Right to Revoke

Owner shall have the right to revoke this License upon 270 days' prior written notice to the Licensee. Upon any such termination by Owner, if the License Fee shall have been paid in advance, Owner shall refund to Licensee the portion of such License Fee paid for any time after the effective date of the termination. Licensee shall have the right to relinquish this License upon 120 days' prior written notice to the Owner and delivery of any unpaid balance of the monthly License Fee installments due through the effective date of the termination, which shall become immediately due and payable by Licensee under the terms of the License.

14. Indemnification

Except for the gross negligence or intentional misconduct of Owner, its officers, officials, agents, employees, attorneys, or representatives, and to the extent permitted by law, Licensee agrees to indemnify, defend and hold harmless Owner, and Owner's officers, officials, agents, employees, attorneys, or representatives, from and against any and all losses, liabilities, damages, costs and expenses (including attorneys' fees and court costs) resulting from claims for injuries to any person and damage to or theft or misappropriation or loss of property occurring in, on or about the Licensed Area and arising from the use and occupancy of the Licensed Area or from Licensee's failure to perform any obligations of Licensee under this License or from any activity, work, or thing done, permitted or suffered by Licensee in or about the Licensed Area or due to any other act or omission of Licensee, assignees, invitees, employees, contractors and agents. The furnishing of insurance required hereunder shall not be deemed to limit Licensee's obligations under this Paragraph. The indemnification obligations of Licensee hereunder shall survive the expiration or earlier termination of this License.

15. Inspection and Access

Owner and its agents, representatives, and contractors may enter the Licensed Area at any reasonable time following reasonable notice to Licensee (except in an emergency) to inspect the Licensed Area and to make such repairs as may be required or permitted pursuant to this License and for any other business purpose. Owner may grant easements, make public dedications, designate common areas and create restrictions on or about the Licensed Area, provided that no such easement, dedication, designation or restriction materially interferes with Licensee's use or occupancy of the Licensed Area. At Owner's request, Licensee shall execute such instruments as may be necessary for such easements, dedications or restrictions.

16. Holding Over

If Licensee continues to occupy or use the Licensed Area after the termination of the License Period, unless otherwise agreed in writing and signed by Owner, such occupancy or use shall be subject to immediate termination by Owner at any time; until such occupancy terminates all of the other terms and provisions of this License shall be applicable during such holdover period, except that Licensee shall pay Owner from time to time, upon demand, as the License Fee for the holdover period, an amount equal to two hundred percent (200%) of the License Fee in effect on the termination date, computed on a monthly basis for each month or part thereof during such holding over. The License Fee for any partial month during the holdover period shall be prorated. All other payments shall continue under the terms of this License. In addition, Licensee shall be liable for all direct and consequential damages incurred by Owner as a result of such holding over. No holding over by Licensee, whether with or without consent of Owner, shall operate to extend this License except as otherwise expressly provided, and this Paragraph shall not be construed as consent for Licensee to continue to occupy or use the Licensed Area following the expiration of the License Period or earlier termination of this License. For purposes of this License, "occupancy of the Licensed Area" shall include, but shall not be limited to, continued placement of materials, signs, debris or other articles or facilities owned by Licensee or permitted to be placed on the Licensed Area by Licensee.

17. Security Service

Licensee acknowledges and agrees that Owner is not providing any security services with respect to the Licensed Area and that Owner shall not be liable to Licensee for, and Licensee hereby waives any claim against Owner with respect to, any loss by theft or any other damage suffered or incurred by Licensee in connection with any unauthorized entry into the Licensed Area or any other breach of security with respect to the Licensed Area.

18. Force Majeure

Neither party shall be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of such party ("Force Majeure"); provided, however, that Licensee's obligation to pay the License Fee and

all other amounts due and owing under this License shall not be delayed by Force Majeure.

19. Notice

Any notice required or permitted under this License shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Owner: **The City of Lake Forest**
220 East Deerpath
Lake Forest, IL 60045
Phone: 847-810-3675
Email: kielyr@cityoflakeforest.com

Licensee: **Music Institute of Chicago**
Attn: Dr. Mark George
1702 Sherman Avenue
Evanston, IL 60201
Phone: (847) 448 -8309
Email: mgeorge@musicinst.org

Owner and Licensee shall each have the right from time to time to change the address where notice is to be given to the other party.

20. Waiver

No waiver of any default of Owner or Licensee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Owner or Licensee shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

21. Headings

The headings used in this License are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this License.

22. Successors

The provisions of this License shall extend to and be binding upon Owner and Licensee and their respective legal representatives, successors, and assigns.

23. Compliance with Law

Licensee and Owner each shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Licensed Area.

24. Severability

If any clause or provision of this License is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the Parties that the remainder of this License shall not be affected thereby. It is also the intention of the Parties to this License that in lieu of each clause or provision of this License that is illegal, invalid or unenforceable, there be added, as a part of this License, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.


25. Entire Agreement

This License constitutes the complete agreement of the Owner and Licensee with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Owner or Licensee, or anyone acting on behalf of Owner or Licensee, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this License. This License may not be amended except by an instrument in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this License, in duplicate, as of the day and year first above written.

Owner

The City of Lake Forest


By: Robert R. Kiehl, Jr.
Its: City Manager

JAN. 26, 2015
Date

Licensee

Music Institute of Chicago


By: Mark George
Its: PRESIDENT AND CEO

2/19/2015
Date

EXHIBIT A
LICENSED AREA

Grove School

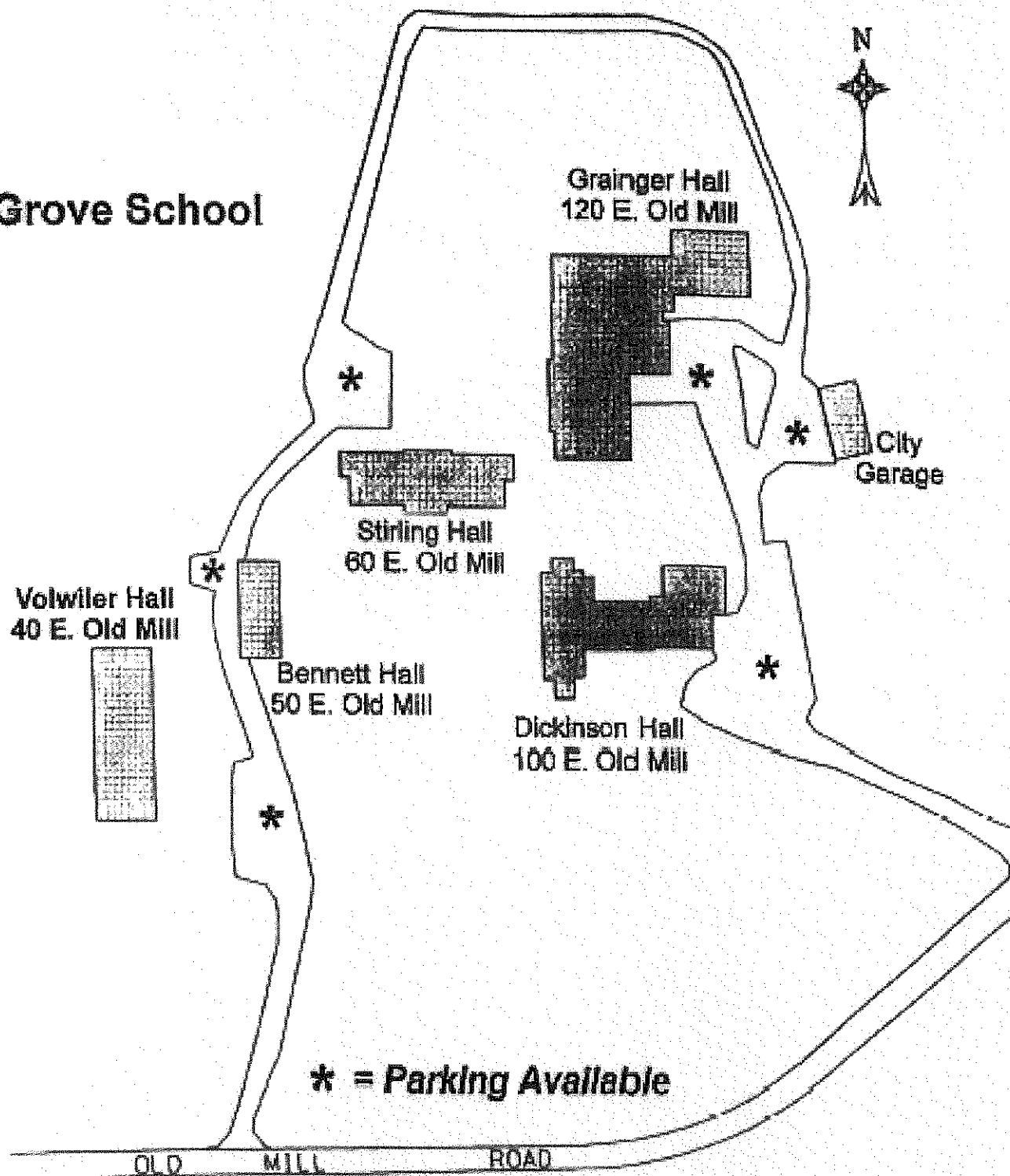


EXHIBIT B

MISSION STATEMENT OF LICENSEE

Our mission is to provide the foundation for a lifelong engagement with music by:

- Offering the highest quality music education for all ages and levels of ability.
- Reaching individuals with music education where opportunities are limited.
- Supporting growth of therapy through music and the arts as a community service for individuals with special needs.
- Supporting lifelong musical learning in every community.
- Building upon a proud tradition of developing the exceptional performer.

Our Vision

The Music Institute of Chicago is dedicated to transforming lives through music. We lead our community toward a lifelong engagement with music through activities that teach, motivate and inspire people to be better.

- More than entertainment or ambient sound, music is a vehicle for understanding; communication and self-improvement, as intrinsic to the human experience as language.
- Through lessons, classes, ensembles and concerts, the Music Institute of Chicago nurtures and guides students of all ages toward a greater connection with their musical instinct.
- The joyful process of making music, listening to music and learning about music yields enormous benefits. Our students make themselves better and have a positive impact on the world.

Music Institute of Chicago Mission Statement

The Music Institute of Chicago (MIC) believes that the enjoyment of music, the knowledge of music, and the development of skills in creating and performing music enhance the quality of life and nourish the human spirit.

Therefore, the mission of MIC is to provide the foundation for a lifelong enjoyment of music.

Specifically, MIC will:

- Provide the highest quality music education for all ages and all levels of ability.
- Reach selected individuals with music education where such opportunities are limited.
- Support the growth of therapy through music and the arts as a community service for individuals with special needs.
- Strengthen the emphasis on lifelong music learning.
- Build upon a proud tradition of developing the exceptional performer.

The Music Institute of Chicago does not discriminate on the basis of race, color, age, nationality, sex, ethnic origin, disability, religious belief, or any other protected category, in its admission, financial aid or other educational policies or employment policies.

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

January 11, 1999

Music Institute of Chicago
300 Green Bay Road
Winnetka, IL 60093-4009

Person to Contact:
Robert Molloy
Telephone Number:
877-829-5500
Fax Number:
513-684-5936
Federal Identification Number:
36-2374224

Dear Madam:

We have received your Articles of Amendment to the Articles of Incorporation filed with the State of Illinois on October 9, 1998, indicating that your name had changed from Music Center of the North Shore to Music Institute of Chicago.

In February 1957, we issued a letter that recognized your organization as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information submitted with the application, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii). That classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's purposes, character, method of operations, or sources of support have changed, please let us know so we can consider the effect of the change on the organization's exempt status and foundation status.

Revenue Procedure 75-50, published in Cumulative Bulletin 1975-2 on page 587, sets forth guidelines and record keeping requirements for determining whether private schools have racially nondiscriminatory policies as to students. Your organization must comply with this revenue procedure to maintain its tax-exempt status.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, they are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Music Institute of Chicago
36-2374224

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions concerning this matter, you may write or telephone us at the address or telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

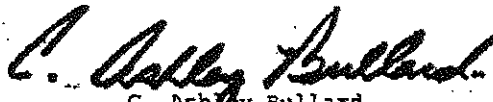

C. Ashley Bullard
District Director

EXHIBIT C
SPECIAL USE PERMIT

The City of Lake Forest
An Ordinance

Granting a Special Use Permit for Property Located at 40 E. Old Mill Road – Grove School

WHEREAS, The City of Lake Forest, has filed a petition for property located at 40 E. Old Mill Road, Grove School legally described as follows:

That part of the South West Quarter of the South West quarter of Section 9, Township 43 North, Range 12, East of the 3rd P.M., lying Westerly of the right of way of the Chicago and North Western Railroad and Northerly of the public road or highway running through said quarter quarter Section, the center line of which said public road is described approximately as commencing at a point 10 chains and 30 links West of the South East corner of said quarter quarter Section and running thence North Easterly to a point in the East line of said quarter quarter Section, 730.5 feet South of the North East corner thereof, in Lake County, Illinois.

WHEREAS, The City of Lake Forest, has petitioned for a Special Use Permit in accordance with the regulations of Section 46-24 of the Lake Forest Zoning Code to allow a Cultural Campus and;

WHEREAS, the Zoning Board of Appeals of The City of Lake Forest held public hearings on June 28, July 26 and August 25, 1999 to review the petition for a Special Use Permit as provided by law, and submitted to the City Council a report of its findings, a copy of which is attached hereto and made a part hereof as Exhibit A, recommending the enactment of an ordinance granting the requested Special Use Permit subject to conditions of approval attached hereto and made a part hereof as Exhibit B and;

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

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

Section 1: As required by Section 46-24 of the Lake Forest Zoning Code is hereby granted to allow for a Cultural Campus in accordance with the site plan attached as Exhibit C subject to the conditions as set forth in the attached Exhibit B.

Section 2: This ordinance shall be in full force and effect from and after its passage and approval.

Passed this 16TH day of SEPTEMBER, 1999

Barbara S. Douglas
City Clerk

Approved this 16TH day of SEPTEMBER, 1999

[Signature]
Mayor

ATTEST:

Barbara S. Douglas
City Clerk

Attachments: Exhibits A,B,C

ordgrove

EXHIBIT A
Findings in Support of a Special Use Permit

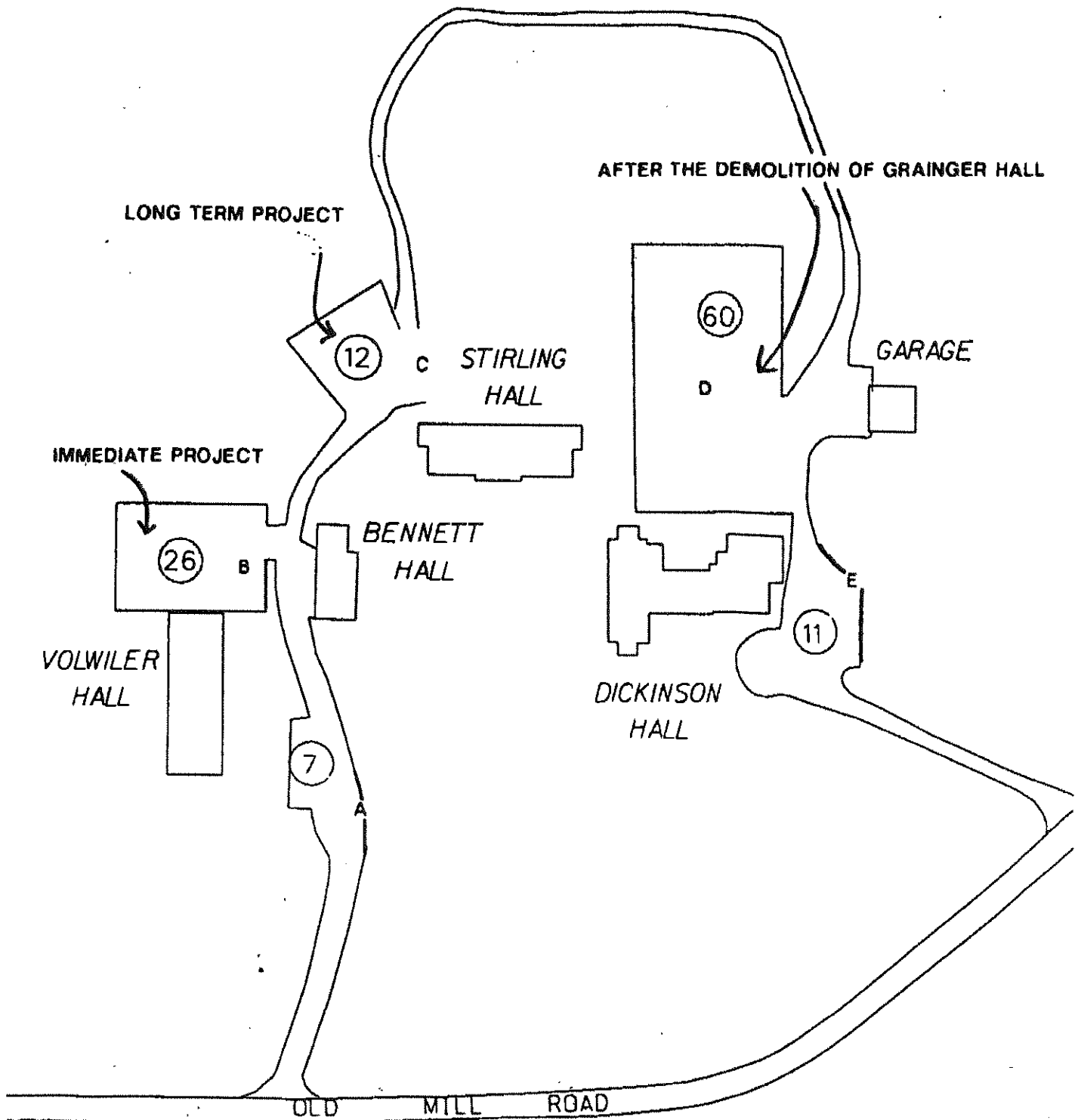
1. The proposed Cultural Campus at Grove School will not negatively impact the general public in that the intensity and type of uses will be similar to other special uses located in residential districts.
2. The Cultural Campus itself is well screened by existing vegetation from the adjacent residential properties to the west and south.
3. The Cultural Campus will provide the opportunity to renovate and preserve the historic buildings, the historic site and open space consistent with long standing City goals.
4. The neglected Grove School site will be improved and maintained in a manner that will not negatively impact the property values of the surrounding properties or be injurious to the uses on those properties.
5. The Cultural Campus will not impede the orderly development or improvement of surrounding properties.
6. The required utilities, roads and drainage are already in place or will be upgraded as needed to serve the site.
7. No Changes are proposed to ingress and egress to the overall site.
8. The special use will conform to the applicable regulations of the R-4 District except as modified by the City Council.

EXHIBIT B
Conditions of Approval

1. The Cultural Campus is intended to permit uses that are generally consistent with the theme of providing education, exposure and experiences to community members in the areas of art, music, humanities and society. The intent of the Cultural Campus is to provide a home for primarily day time uses that benefit the community.
2. Public activities and classes at Grove School shall end no later than 9:00 p.m. with the exception of occasional events as permitted by the Lease Agreements.
3. The buildings at Grove School shall be leased or managed by civic organizations, City Boards or Commissions and not-for-profit groups after review and approval of the proposed uses and lease by the City Council. Through the Lease Agreements, the City Council shall:
 - Consider the cumulative use of the site in the evening hours and select a tenant mix such that all tenants are not high users of the site in the evening hours.
 - Establish 9 p.m. as an ending time for public classes and activities with exceptions only as specified in the Lease Agreements.
 - Specify the number of social functions, such as fund raisers, that may be held per year by each lease holder and require that prior notification of such events shall be provided to the City.
 - Specify that no parking is permitted on any neighboring residential street, even those that are not signed as "No Parking."
4. At the time that lighting, parking lot landscape and signage plans are considered by the Building Review Board, special consideration shall be given to ensuring that the residential character of the neighborhood is preserved. In particular, attention shall be given to the types and intensity of lighting proposed, the location and aiming of the fixtures, the height of the light poles and a requirement that lighting levels be reduced at night through the use of timers.
5. Grainger Hall shall be demolished and replaced with a parking lot in the general vicinity of the building within 2 years from the date of City Council final approval of this Special Use Permit. In the interim period, Grainger Hall shall not be leased for use.
6. No off site parking, on neighboring residential streets, shall be permitted for any uses conducted at the Grove School site. Old Mill Road, east of Ridge Road shall be signed as a no parking area.
7. Road improvements on the Grove School site, to address safety concerns and facilitate snow removal, improvements to existing parking areas and the addition of parking lots immediately north of Volwiler Hall and in place of Grainger Hall shall occur within 1 year of final approval of the Special Use Permit by the City Council. Plans for the new parking lots shall be subject to the review and approval of the City Engineer and the City Forester to ensure that off site drainage impacts do not negatively impact the overall grove of trees.
8. Consideration shall be given as to whether an on site street connection between Northcroft Park and Grove School is warranted when the earliest of the following occurs:
 - A master plan for Northcroft Park is developed by the City's Park and Recreation Board.
 - Additional parking, beyond the approximately 90 parking spaces currently planned, is proposed for construction.
 - A new building or significant addition, in excess of 1,000 square feet, is planned.
 - The City Council determines that the level of use of the Cultural Campus warrants study of a street interconnection.
 - When the vehicle trips per day on Old Mill Road, east of Ridge Road, average 400 trips per day or greater, for a two week period. At that time, no further leases shall be entered into by the City pending re-consideration of a second means of access to Grove School.

9. A zone change shall be considered within 1 year of final City Council approval of the Special Use Permit to rezone the northern portion of the Grove School site, the area that will become part of Northcroft Park, and the eastern portion of the Grove School site, the connection to the Heller Nature Preserve, from R-4, Single Family Residential to OA, Open Area.
10. Within 5 years after final approval of the Special Use Permit, the conditions of approval shall be reviewed by the City Council to determine if refinement to the conditions, the addition of conditions or the removal of conditions is warranted. At the discretion of the City Council, the review of conditions may be delegated to the Zoning Board of Appeals for reconsideration and a recommendation. Final action to amend the conditions shall be by the City Council.
11. Construction of new buildings or facilities, significant additions to existing buildings (in excess of 1000 square feet) or a use not consistent with the Cultural Campus concept as described in this report shall require an amendment to the Special Use Permit.
12. Old Mill Road, east of Ridge Road shall not be widened except as part of an overall City street widening program

Revised August 23, 1999



GROVE SCHOOL CULTURAL CAMPUS
(PRELIMINARY PLAN)

THE CITY OF LAKE FOREST
ORDINANCE NO. 2021 – _____

**AN ORDINANCE AMENDING CHAPTER 97 OF THE LAKE FOREST
CITY CODE TO DISSOLVE THE ELAWA FARM COMMISSION**

Adopted by the City Council
of the City of Lake Forest
this ____ day of _____ 2021

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

THE CITY OF LAKE FOREST

ORDINANCE NO. 2021 – _____

AN ORDINANCE AMENDING CHAPTER 97 OF THE LAKE FOREST
CITY CODE TO DISSOLVE THE ELAWA FARM COMMISSION

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

WHEREAS, The City of Lake Forest had established the Elawa Farm Commission to serve as an advisory board to the City Council regarding matters relating to the operation and maintenance of Elawa Farm, codified in Chapter 97 of the City Code; and

WHEREAS, recently, the Elawa Farm Foundation (“**EFF**”) and the City entered into a lease agreement to modify the relationship between the parties and to establish various oversight and supervisory responsibilities for operation and maintenance of Elawa Farm; and

WHEREAS, the lease agreement contemplates the dissolution of the Elawa Farm Commission; and

WHEREAS, the Mayor and City Council have determined that adopting this Ordinance to dissolve the Elawa Farm Commission as provided for in the lease agreement with EFF is in the best interests of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE FOREST, COUNTY OF LAKE, AND STATE OF ILLINOIS, AS FOLLOWS:

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

SECTION TWO: Amendment to Chapter 97 of the City Code. Sections 97.115 through 97.119, under the heading “Elawa Farm Commission,” of Chapter 97 of the City Code are hereby deleted in their entirety.

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.

Mayor

ATTEST:

City Clerk

THE CITY OF LAKE FOREST

ORDINANCE NO. 2021 - ____

AN ORDINANCE AMENDING SECTION 39.159 (N) – “DEED EXEMPTED FROM TAX” OF THE CITY CODE

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

WHEREAS, from time to time it is appropriate to review and update the City Code of Lake Forest (the “**City Code**”) to assure that it reflects current and updated language to allow for implementation of the City Code as intended; and

WHEREAS, the City has become aware that the language in Section 39.159 that exempts from the City’s Real Estate Transfer Tax housing units which are restricted in some manner to maintain affordability (such as those created as a requirement of the City’s Inclusionary Housing Ordinance or through City initiated affordable housing efforts in partnership with Community Partners for Affordable Housing) is outdated and requires modification to reflect current programs and practices; and

WHEREAS, the Housing Trust Fund Board has recommended that the City Council consider amending the City Code to update the language to reflect current references and practices and to allow the intent of the Code as currently written to be achieved; and

WHEREAS, the Mayor and City Council, having considered the recommendation of the Housing Trust Fund Board, have determined that adopting this Ordinance and amending Chapter 39.159 (N) of the City Code relating to exempting affordable housing units from the Transfer Tax at the time of resale as hereinafter set forth, will be in the best interests of the City and its residents;

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

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

SECTION TWO: **Amendment to Section 39.159(N).** Section 39.159(N), entitled "Deed Exempted from Tax," of the City Code is hereby amended as follows (added language is indicated in **bold, double-underlined text** and deleted language is indicated in ~~stricken text~~):

39.159 DEED EXEMPTED FROM TAX.

The following deeds shall be exempt from the tax pursuant to this subchapter (except for the first \$50 of the tax imposed pursuant to § 39.155 which tax shall defray the cost of processing the exemption request):

(N) ~~A deed related to the purchase of a principal residence by a participant in the program authorized by the Home Ownership Made Easy Act, 310 ILCS 55/1 et seq., except that those deeds shall not be exempt from filing the declaration.~~ **A deed pertaining to a transfer of ownership of a property that is subject to a restrictive covenant, declaration, ground lease, or similar restriction that (1) has been imposed on the property for the purpose of controlling the resale of the property in order to maintain continued affordability for low- or moderate-income households, (2) is required or has been approved by the City, and (3) has been recorded with the Lake County Recorder of Deeds; provided, however, that the exemption contained in this Section 39.159 (N) shall not be granted unless the taxpayer files, concurrent with the filing of the Transfer Tax Declaration required pursuant to this Article, a written letter of approval, indicating eligibility of the property for the exemption provided in this Section 39.159(N), signed by the Executive Director of Community Partners for Affordable Housing or his or her designee, or by the City's Director of Community Development or his or her designee.**

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:

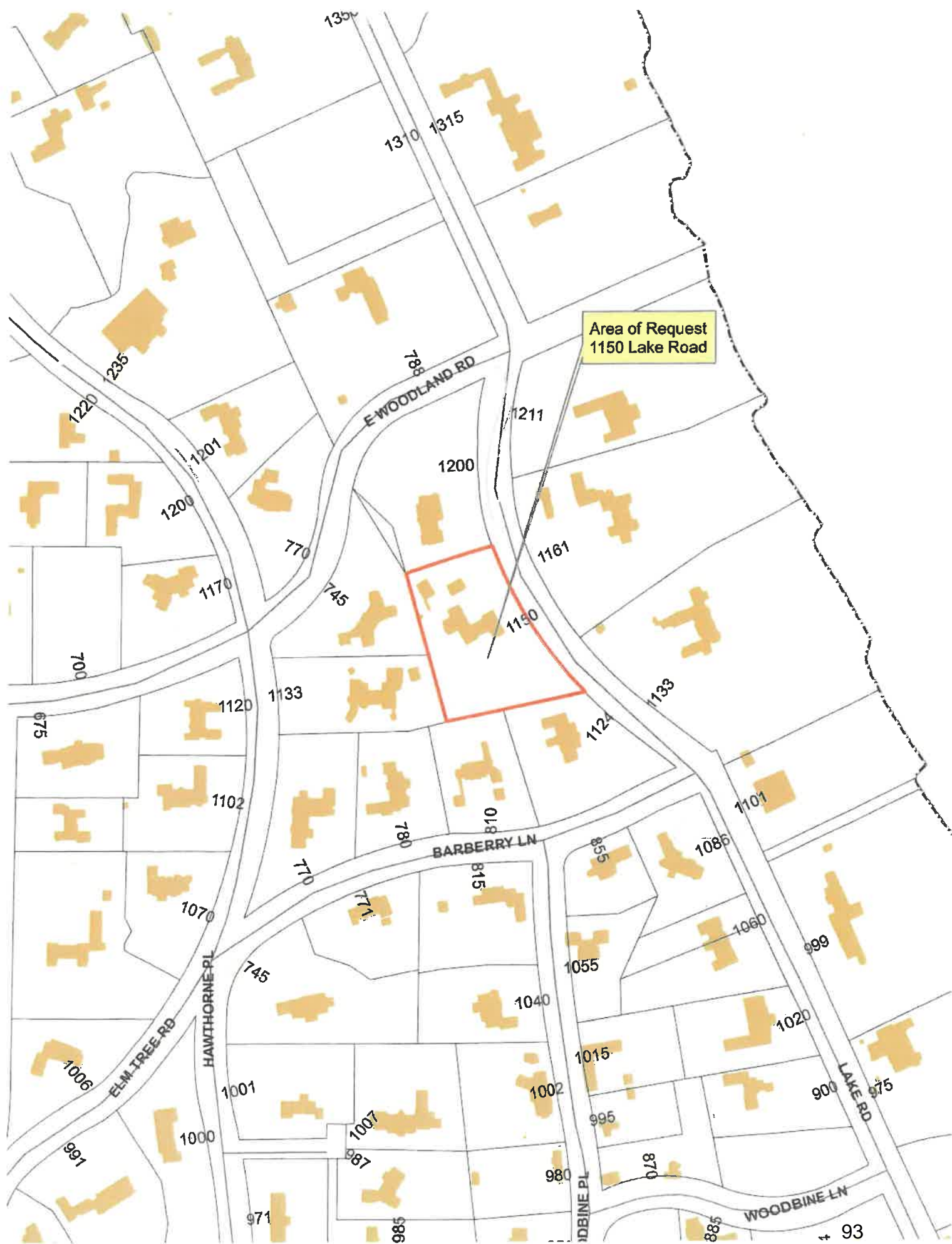
ABSTAIN:

Approved this ____ day of _____, 2021

Mayor

ATTEST:

City Clerk



THE CITY OF LAKE FOREST

ORDINANCE NO. 2021 - ____

AN ORDINANCE GRANTING A FLOOR AREA EXCEPTION FOR
THE PROPERTY LOCATED AT 1150 LAKE ROAD

WHEREAS, Mark Campana ("**Owner**") is the owner of that certain real property commonly known as 1150 Lake Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

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

WHEREAS, the Owner desires to construct various improvements, including a pool pavilion ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

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

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

WHEREAS, pursuant to notice duly published, the HPC reviewed and evaluated the Plans at a public hearing held on February 24, 2021; and

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

1. the Property is located within the R-4 District under the City Code,

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

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

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

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

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

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

SECTION TWO: Maximum Floor Area Exception Granted. Pursuant to Section 155.08 of the City Code, and subject to the limitations therein and the conditions set forth in Section Three of this Ordinance, the City Council does hereby grant an exception to the maximum floor area requirements set forth in Section 150.148(D) of the City Code, as more fully depicted on the Plans, by allowing the Improvements which, together with other structures on the Property, will have a maximum square footage not to exceed 11,136 square feet, 46% over the allowable square footage.

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

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

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

- B. Compliance with Laws. Chapters 150, regarding building, 156, regarding subdivisions, 159, regarding zoning, and 155, regarding historic preservation, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owner will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. Fees and Costs. The Owner shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owner shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.
- F. Other Conditions. The improvements shall be substantially in conformance with the Commission's deliberations as reflected on Exhibit C, Certification of Appropriateness, attached hereto.

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

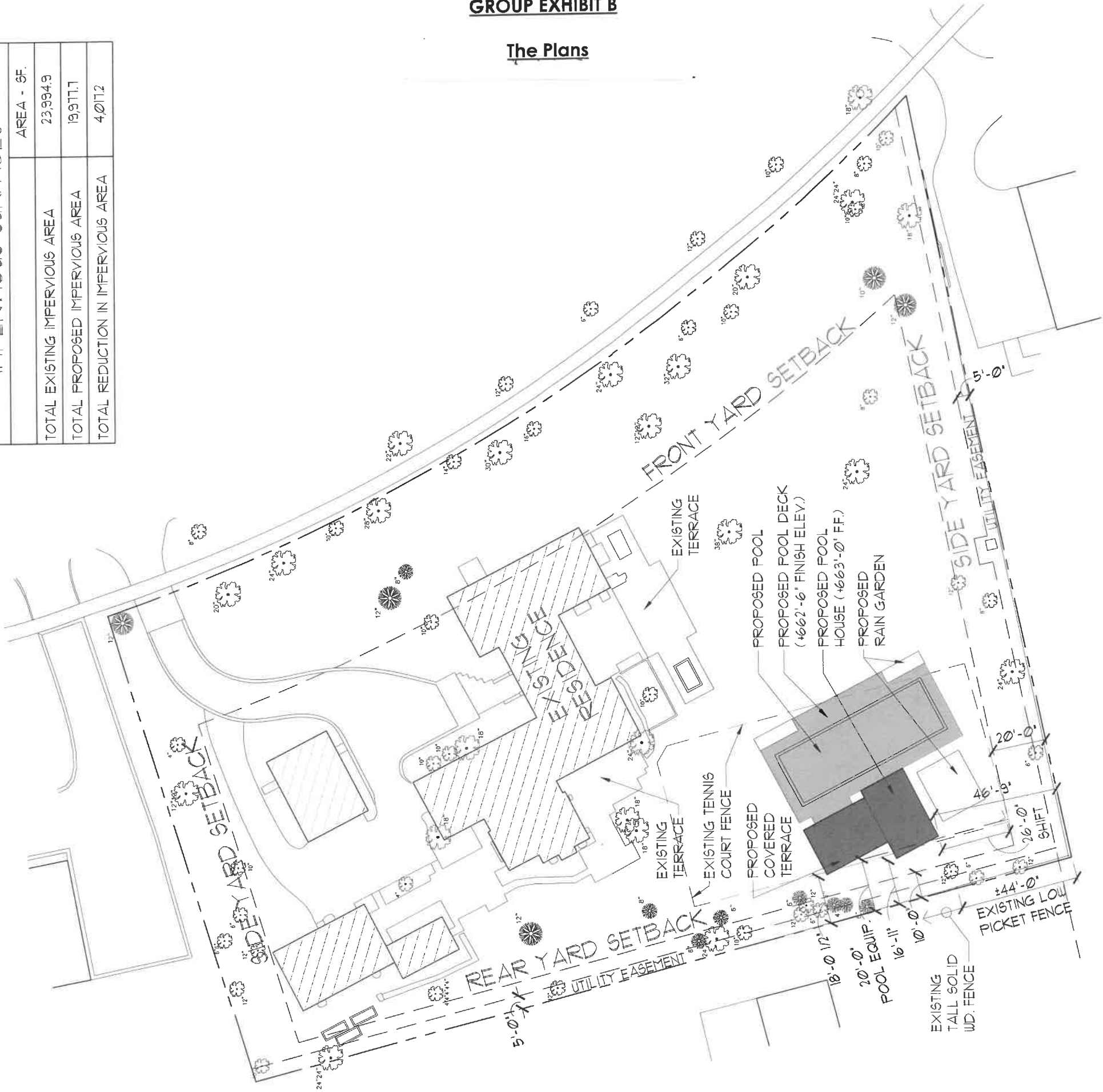
PASSED THIS __ DAY OF _____, 2021.

Mayor

ATTEST:

City Clerk

IMPERVIOUS SURFACES	
	AREA - SF.
TOTAL EXISTING IMPERVIOUS AREA	23,994.9
TOTAL PROPOSED IMPERVIOUS AREA	19,911.1
TOTAL REDUCTION IN IMPERVIOUS AREA	4,011.2

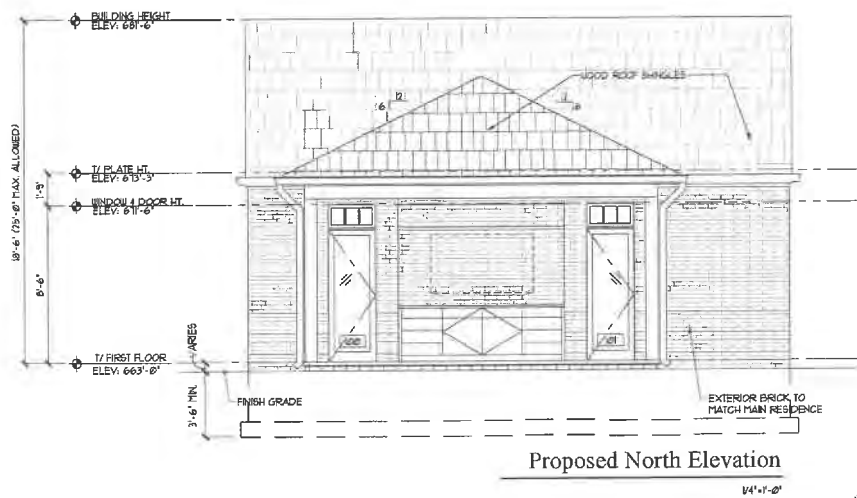
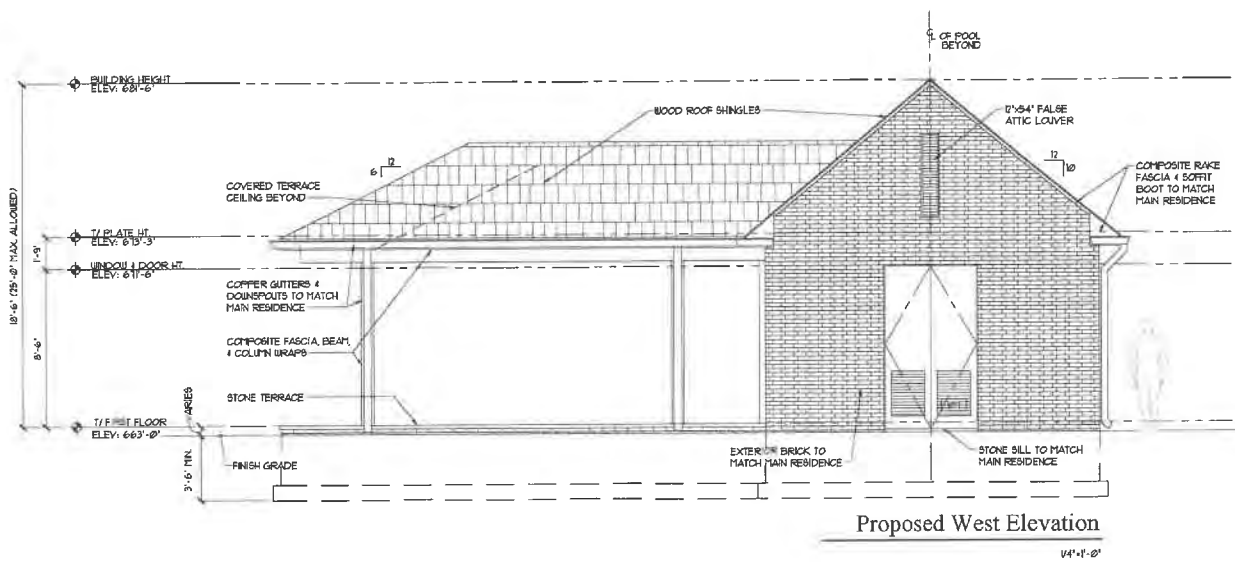
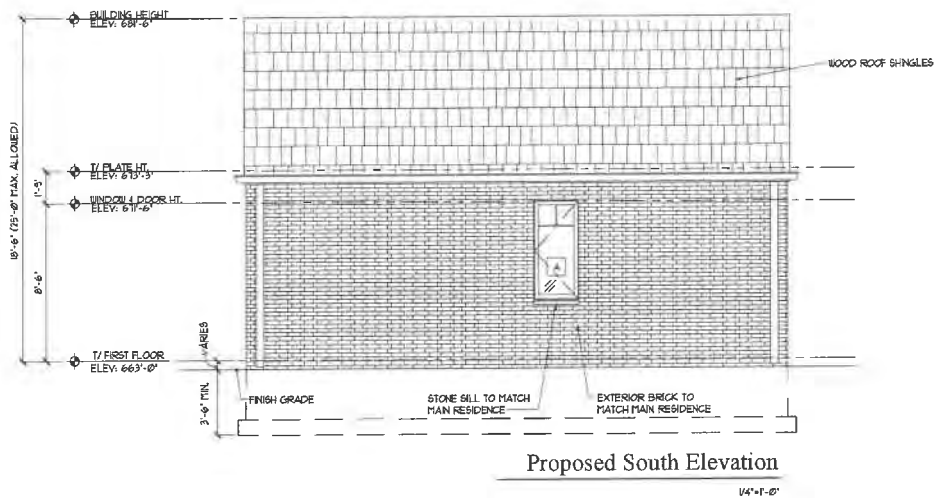
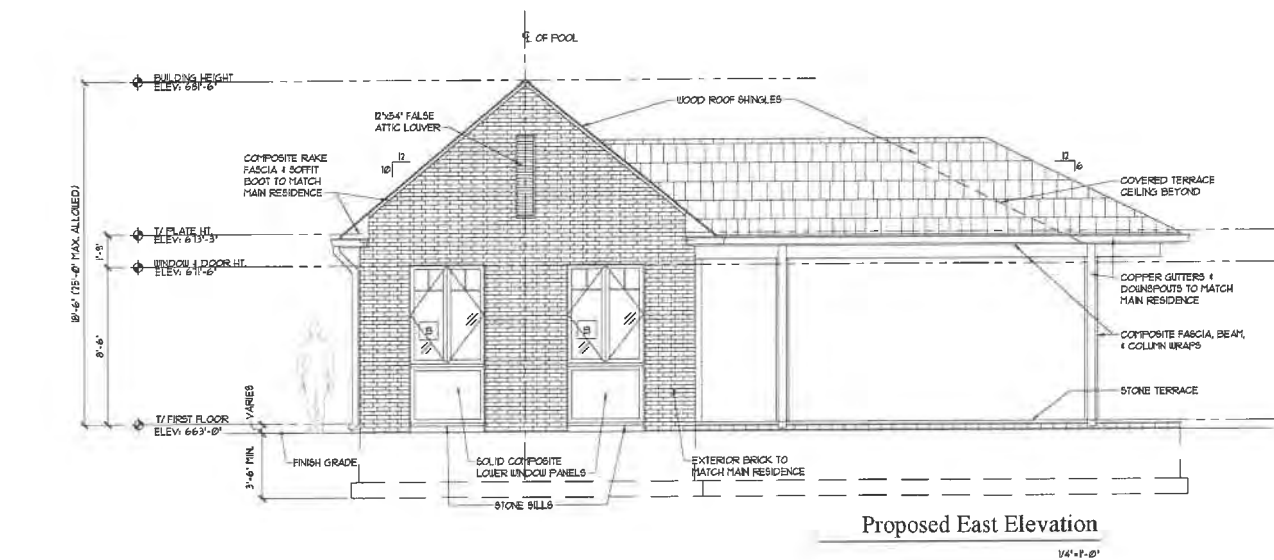


Proposed Site Plan



GROUP EXHIBIT B

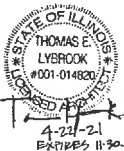
The Plans



EXTERIOR FINISH SCHEDULE		ITEM	DESCRIPTION
ITEM	DESCRIPTION	STONE SILLS	2" THICK CUT STONE WITH SPLIT FACE FRONT EDGE TO MATCH EXISTING MAIN HOUSE
ROOF SHINGLES (TYPICAL)	TAPERED ALASKAN YELLOW CEDAR SHAKES (NO)	FASCIAS, TRIM BANDS, AND BEAM & COLUMN WRAPS	1x SHROUTH 'TRUEXTERIOR' FLY-ASH COMPOSITE AS MANUFACTURED BY BOREL COMPOSITE INC. - PAINTED
ROOF FLASHING, VALLEY FLASHINGS AND DRIP EDGE	16 OZ. COPPER	SOFFITS AND PORCH CEILINGS	5/8" x 6" 'TRUEXTERIOR' FLY-ASH SMOOTH 1x6, 1" GROOVE AS MANUFACTURED BY BOREL COMPOSITE INC. - PAINTED
GUTTERS & DOWNSPOUTS	16 OZ. COPPER GUTTERS WITH PROFILE 110 MATCH MAIN HOUSE WITH 4" DIAMETER DOWNSPOUTS	COVERED TERRACE FLOOR	2" THICK VALDER STONE - SQUARE & RECTANGULAR CUT PATTERN
NEW BRICK VENEER	4" THICK BRICK VENEER TO MATCH MAIN HOUSE PROVIDE SAMPLES & MOCK-UP FOR APPROVAL	ATTIC LOUVER	SOLID-VINYL FALSE LOUVER AS MANUFACTURED BY AUSSCO (CUSTOM SIZE - PAINTED)

Date: 2021.04.21

Konstant Architecture Planning
Schaumburg, Illinois 60197
847-966-6115
Campana Residence
1150 Lake Rd, Lake Forest, IL



- Permit Set -

Sheet:
A2.0
Job No: 2027

1150 LAKE ROAD + LAKE FOREST, ILLINOIS

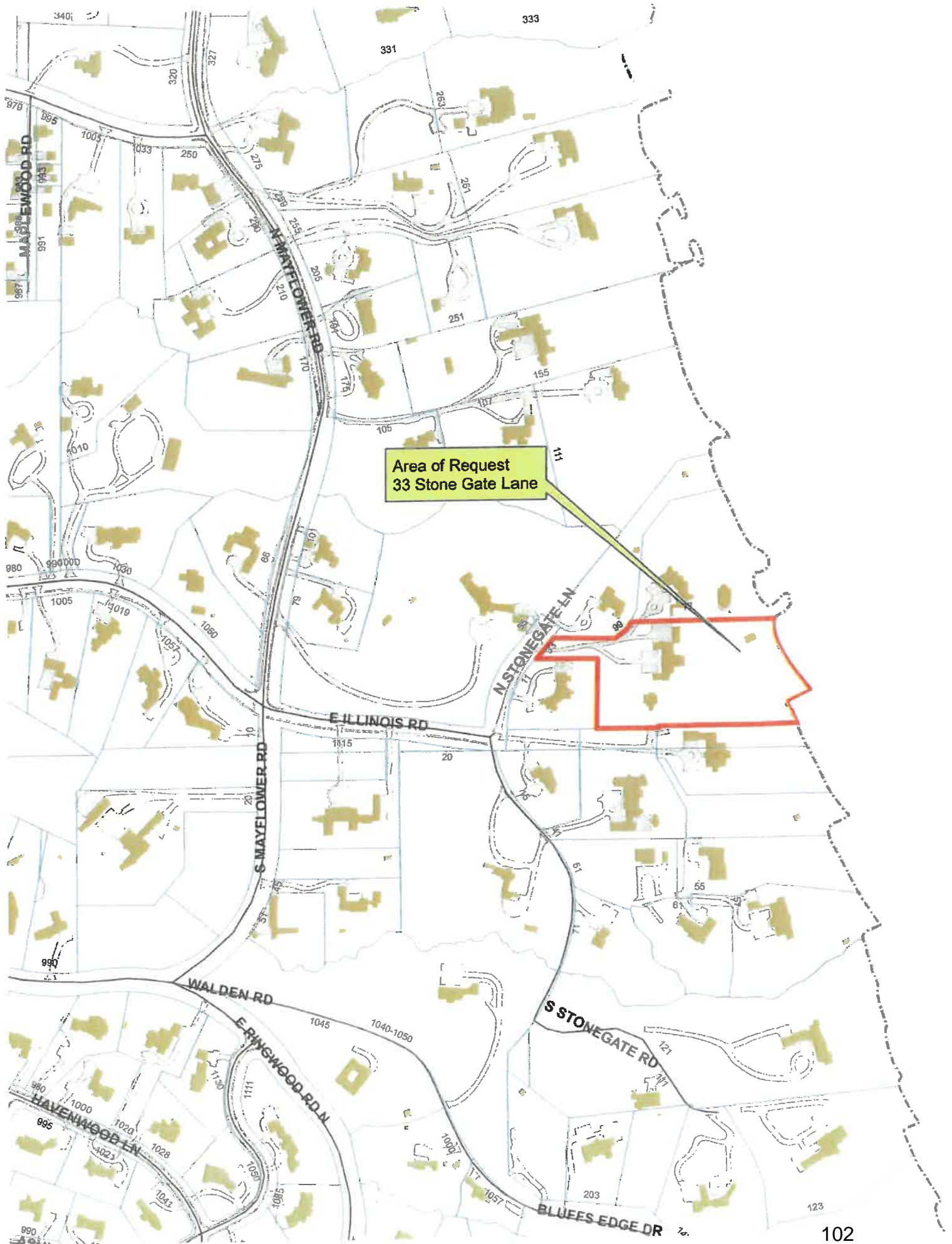


PLAN NO.

fx. 847. 816. 1137

THIS DRAWING AND ALL IDEAS AND DESIGNS CONTAINED HEREIN ARE THE SOLE PROPERTY OF ROCCO FIORE & SONS INC. AND ARE NOT TO BE USED, REPRODUCED, OR BID UPON WITHOUT EXPRESSED WRITTEN PERMISSION.

Area of Request
33 Stone Gate Lane



THE CITY OF LAKE FOREST

ORDINANCE NO. 2021 - ____

AN ORDINANCE GRANTING A FLOOR AREA EXCEPTION AND A HEIGHT VARIANCE
FOR THE PROPERTY LOCATED AT 33 STONEGATE LANE

WHEREAS, Wes JH Lot 76 LLC (Walter Sommers) ("**Owner**") is the owner of that certain real property commonly known as 33 Stonegate Lane, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

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

WHEREAS, the Owner desires to construct improvements, including a beach pavilion on the bluff ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

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

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

WHEREAS, pursuant to notice duly published, the HPC reviewed and evaluated the Plans at a public hearing held on April 28, 2021; and

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

1. the Property is located within the R-4 District under the City Code,

2. Owner proposes to construct the Improvements as depicted on the Plans,
3. as depicted on the Plans, the Improvements exceed the maximum floor area allowances and allowable height set forth in Section 150-148(D) of the City Code,
4. the Improvements are consistent with the design standards in Section 150.147 of the City Code,
5. the Property is located in a local historic district or is designated as a Local Landmark and the Improvements are consistent with the standards in the Historic Preservation Ordinance, and approval of the Improvements as depicted on the Plans would further the purpose of the Historic Preservation Ordinance,
6. the HPC has determined that the Plans qualify for a Certificate of Appropriateness under the standards set forth in Section 155.08 of the City Code;
7. the location, massing and architectural detailing of the Improvements will mitigate the appearance of excessive height and mass of the structures and as a result, the proposed development of the Improvements as set forth on the Plans is in keeping with the streetscape and overall neighborhood,
8. the Improvements are sited in a manner that minimizes the appearance of mass from the streetscape and neighboring residences due to existing and proposed vegetation and siting of the proposed structure on the slope of the bluff. In addition, the proposed Improvements will not have a significant negative impact on the light to and views from neighboring homes.
9. the height and mass of the Improvements will generally be compatible with the height and mass of structures on adjacent lots, buildings on the street and on adjacent streets, and other residences and garages in the same subdivision,
10. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with this Ordinance, the recommended conditions, all conditions and approvals issued by the City Engineer and the Plans as approved in final form, 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 exceptions to the maximum allowable floor area and building height as measured from the lowest point of existing grade consistent with the Plans, subject to the terms and conditions hereinafter set forth; and

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

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

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

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

SECTION TWO: Maximum Floor Area and Height Exception Granted. Pursuant to Section 155.08 of the City Code, and subject to the limitations therein and the conditions set forth in Section Three of this Ordinance, the City Council does hereby grant an exception to the maximum floor area requirements set forth in Section 150.148(D) of the City Code, as more fully depicted on the Plans, by allowing the Improvements which together with all other structures on the Property will have a maximum square footage not to exceed 12,787 square feet, 17% over the allowable square footage, and a maximum height not to exceed 29'11" as measured from the lowest point of existing grade.

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

- A. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. Compliance with Laws. Chapters 150, regarding building, 156, regarding subdivisions, 159, regarding zoning, and 155, regarding historic preservation, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owner will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. Fees and Costs. The Owner shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owner shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.
- F. Engineering and Landscape Plans. The Owner shall submit detailed final engineering and landscape plans which will be subject to review and approval by the City Engineer and the City's Certified Arborist.
- G. Other Conditions. The improvements shall be substantially in conformance with the Commission's deliberations as reflected on Exhibit C, Certification of Appropriateness, attached hereto.

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

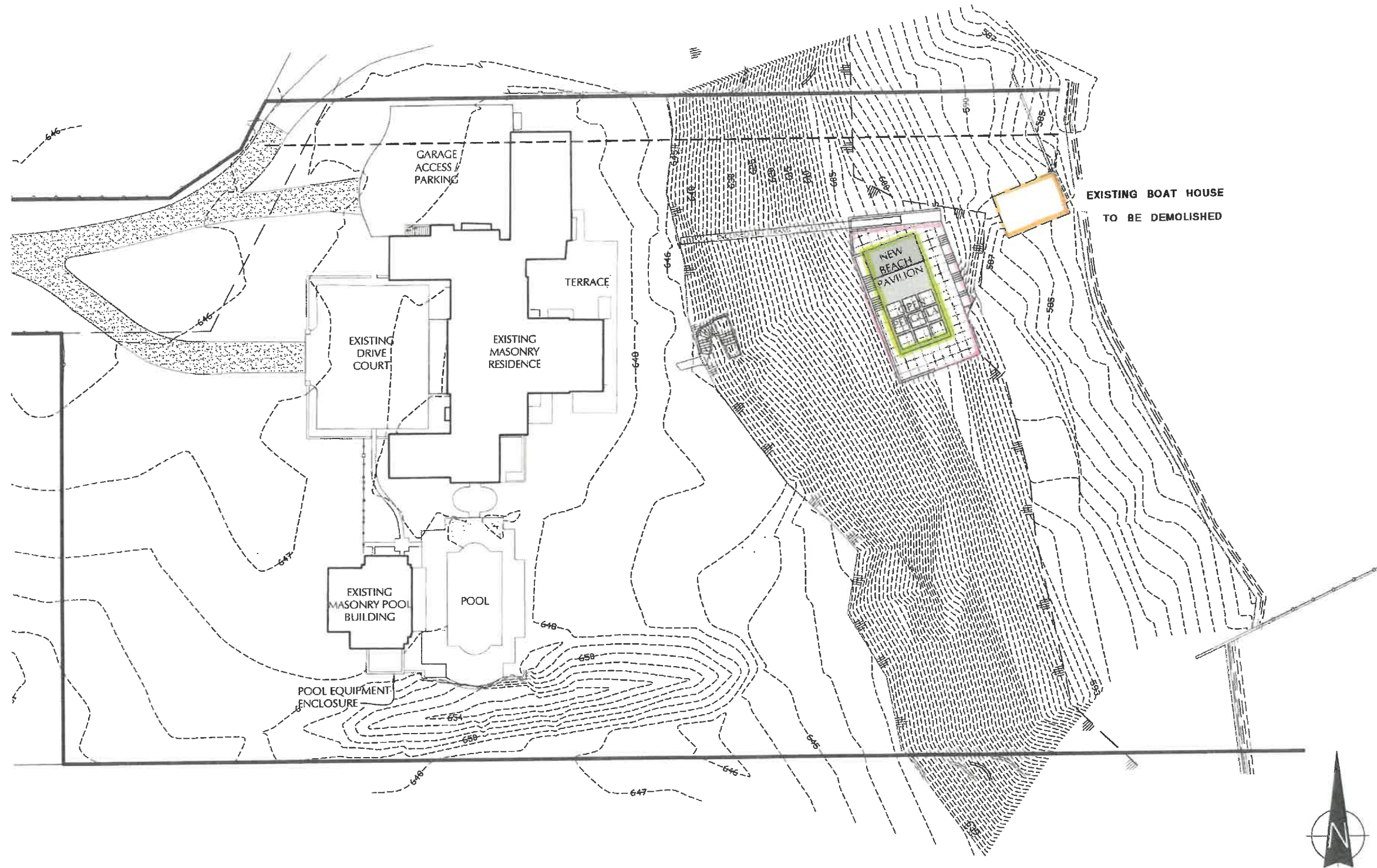
ATTEST:

City Clerk

GROUP EXHIBIT B

The Plans

PROPOSED SITE PLAN



SCALE: 1" = 40'-0"

PROPOSED SITE PLAN

JOB NO.: 1923

DWG. NO.:

ISSUE DATE: APR. 13, 2021

NEW BEACH PAVILION
FOR
33 N. STONE GATE LN.
LAKE FOREST, IL

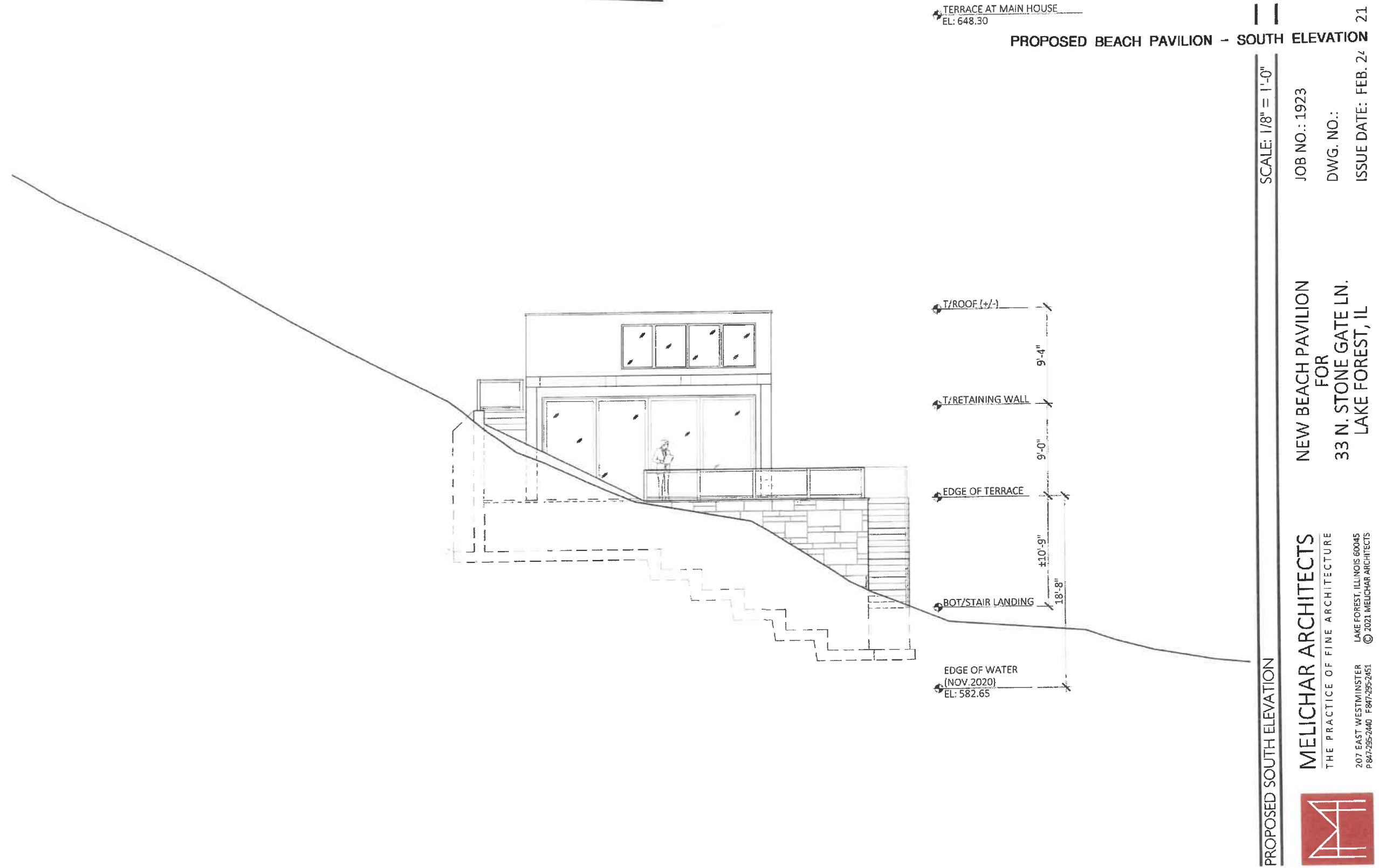
MELICHAR ARCHITECTS
THE PRACTICE OF FINE ARCHITECTURE

207 EAST WESTMINSTER LAKE FOREST, ILLINOIS 60045
P 847-295-2440 F 847-295-2451 © 2021 MELICHAR ARCHITECTS



GROUP EXHIBIT B

The Plans



GROUP EXHIBIT B

The Plans

TERRACE AT MAIN HOUSE
EL: 648.30

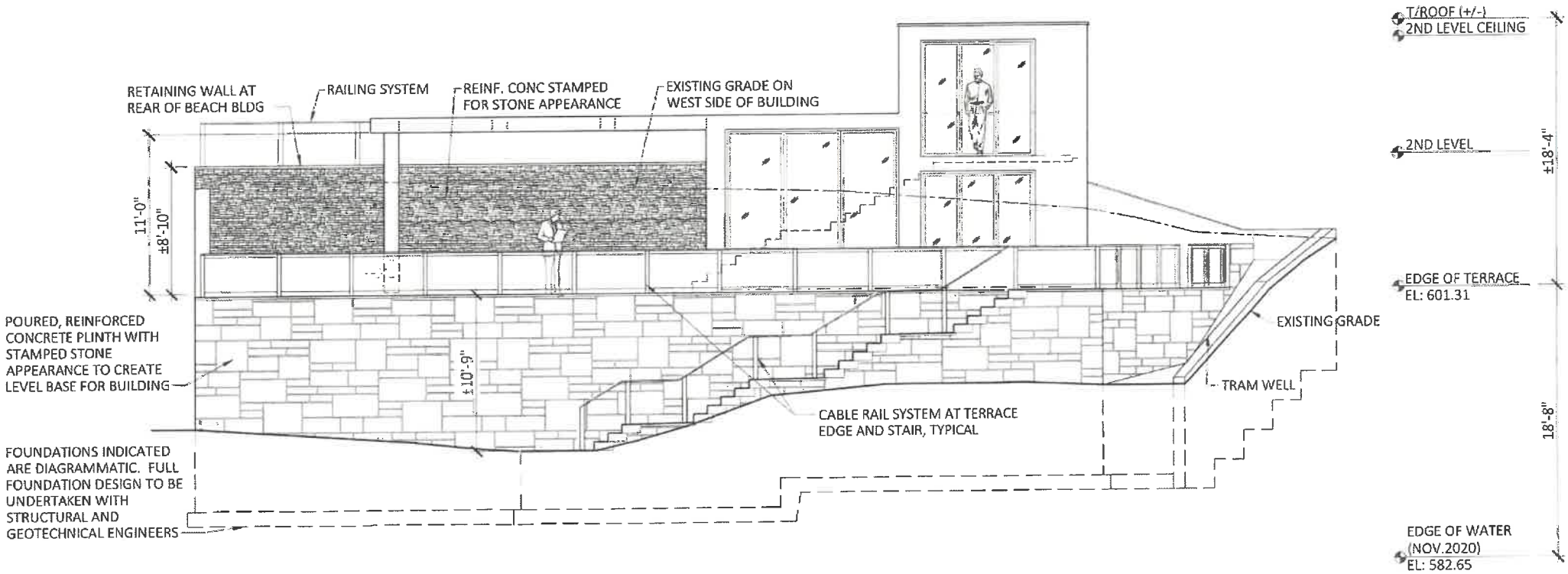
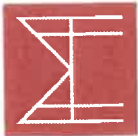
PROPOSED BEACH PAVILION - EAST ELEVATION

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

JOB NO.: 1923
DWG. NO.:
ISSUE DATE: FEB. 24, 2021

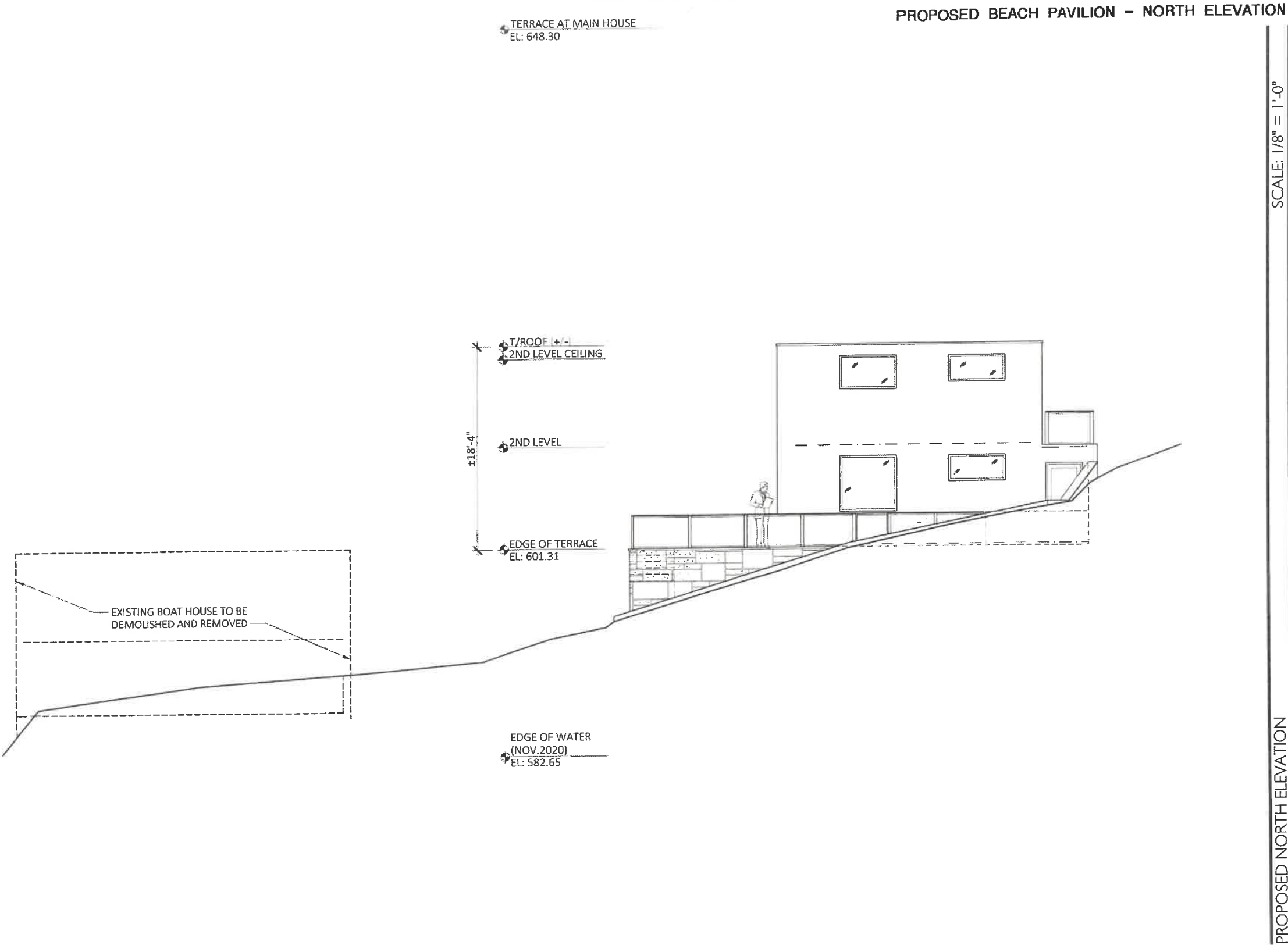
NEW BEACH PAVILION
FOR
33 N. STONE GATE LN.
LAKE FOREST, IL

MELICHAR ARCHITECTS
THE PRACTICE OF FINE ARCHITECTURE
207 EAST WESTMINSTER
P 847-295-2440 F 847-295-2451
LAKE FOREST, ILLINOIS 60045
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PROPOSED EAST ELEVATION

The Plans



PROPOSED NORTH ELEVATION

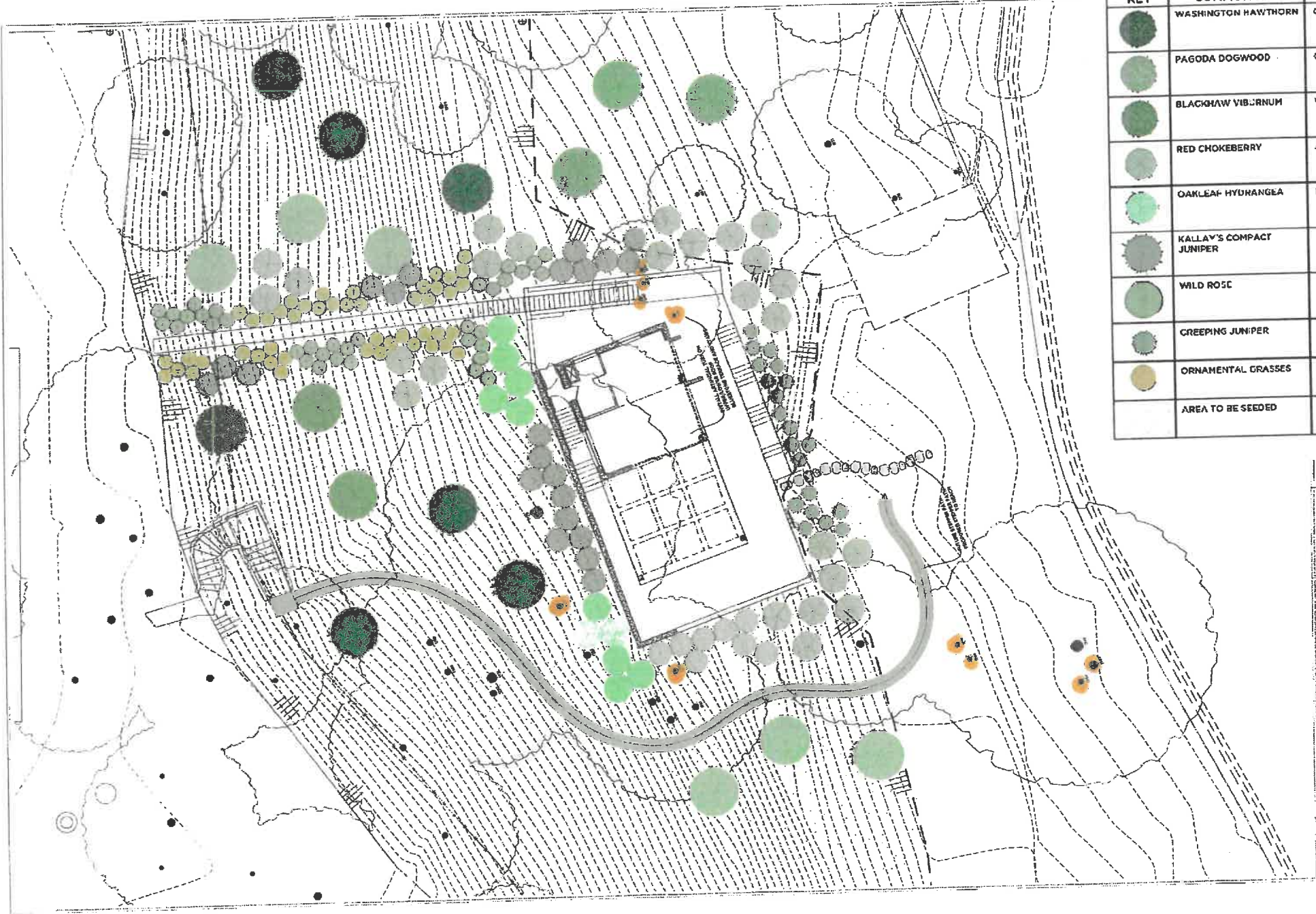
SCALE: 1/8" = 1'-0"

MELICHAR ARCHITECTS
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207 EAST WESTMINSTER
P 847-255-2440 F 847-255-2451
LAKE FOREST, ILLINOIS 60045
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NEW BEACH PAVILION
FOR
33 N. STONE GATE LN.
LAKE FOREST, IL

JOB NO.: 1923
DWG. NO.:
ISSUE DATE: APR. 20, 2021

PROPOSED TREE REMOVAL AND LANDSCAPE PLAN



PLANT SCHEDULE				
KEY	COMMON NAME	BOTANICAL NAME	SIZE	QTY.
	WASHINGTON HAWTHORN	CRATAEGUS PHAENOPYRUM	8'	6
	PAGODA DOGWOOD	CORNUS ALTERNIFOLIA	8'	6
	BLACKHAW VIBURNUM	VIBURNUM PRUNIFOLIUM	8'	6
	RED CHOKEBERRY	ARONIA ARBUTIFOLIA	48"	25
	OAKLEAF HYDRANGEA	HYDRANGEA QUERCIFOLIA	27	11
	KALLAY'S COMPACT JUNIPER	JUNIPERUS X PFITZERIANA 'KALLAY'S COMPACT'	45	30
	WILD ROSE	ROSA BLANDA	45	35
	CREeping JUNIPER	JUNIPERUS HORIZONTALIS	45	20
	ORNAMENTAL GRASSES	SELECTION OF (4) VARIETIES	#3	47
	AREA TO BE SEEDED	SEED & NET ENTIRE DISTURBED AREA. USE NATIVE SEED MIX IN AREAS ADJACENT TO PLANTINGS.		

PROJECT INFORMATION

L1/1.0

PRIVATE RESIDENCE

23 N. STONE GATE LN.
LAKE FOREST, IL 60045

WRIGHT
LANDSCAPING
INC.

PROPOSED TREE REMOVAL

THE CITY OF LAKE FOREST

ORDINANCE NO. 2021 - ____

AN ORDINANCE GRANTING A FLOOR AREA EXCEPTION FOR
THE PROPERTY LOCATED AT 745 WOODLAND ROAD

WHEREAS, Robert and Susan Morrison ("**Owners**") are the owners of that certain real property commonly known as 745 Woodland Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

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

WHEREAS, the Owners desire to construct a breezeway addition and expand existing bay windows ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

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

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

WHEREAS, pursuant to notice duly published, the HPC reviewed and evaluated the Plans at a public hearing held on April 28, 2021; and

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

1. the Property is located within the R-4 District under the City Code,

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

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

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

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

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

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

SECTION TWO: Maximum Floor Area Exception Granted. Pursuant to Section 155.08 of the City Code, and subject to the limitations therein and the conditions set forth in Section Three of this Ordinance, the City Council does hereby grant an exception to the maximum floor area requirements set forth in Section 150.148(D) of the City Code, as more fully depicted on the Plans, by allowing the Improvements which together with other structures on the Property will have a maximum square footage not to exceed 6,433 square feet, 17% over the allowable square footage.

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

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

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

- B. Compliance with Laws. Chapters 150, regarding building, 156, regarding subdivisions, 159, regarding zoning, and 155, regarding historic preservation, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owner shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.
- F. Other Conditions. The improvements shall be substantially in conformance with the Commission's deliberations as reflected on Exhibit C, Certification of Appropriateness, attached hereto.

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

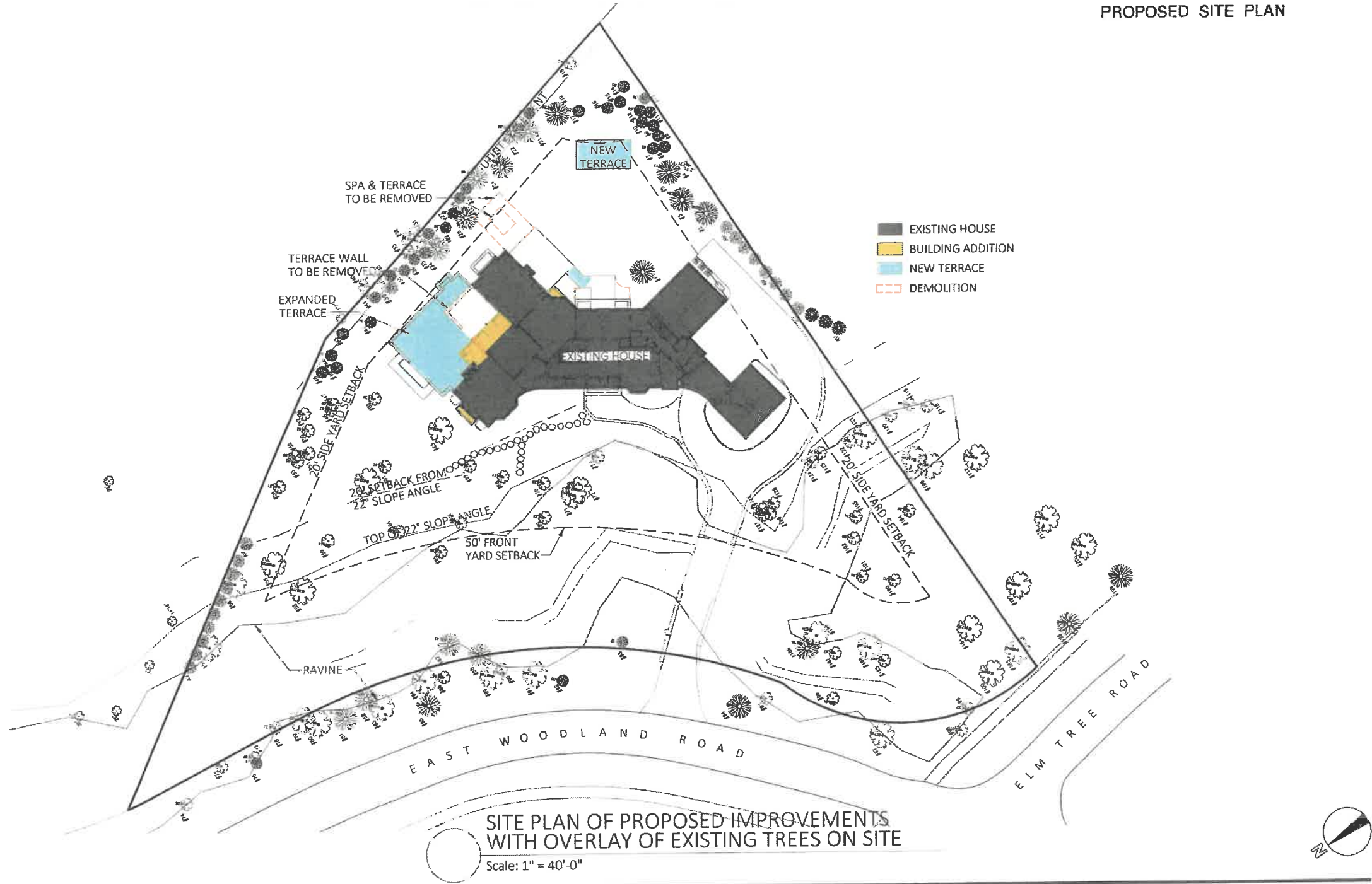
ATTEST:

City Clerk

GROUP EXHIBIT B

The Plans

PROPOSED SITE PLAN



MELICHAR ARCHITECTS
THE PRACTICE OF FINE ARCHITECTURE

207 EAST WESTMINSTER LAKE FOREST, ILLINOIS 60045
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MORRISON RESIDENCE
RENOVATIONS TO
745 E. WOODLAND ROAD
LAKE FOREST, IL 60045

JOB NO.: 1927

ISSUE DATE: APRIL 16, 2021
HPC Submittal

GROUP EXHIBIT B

The Plans

EXISTING & PROPOSED EAST ELEVATION



EXISTING EAST ELEVATION

Scale: 3/32" = 1'-0"



PROPOSED EAST ELEVATION

Scale: 3/32" = 1'-0"



MELICHAR ARCHITECTS
THE PRACTICE OF FINE ARCHITECTURE

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MORRISON RESIDENCE
RENOVATIONS TO
745 E. WOODLAND ROAD
LAKE FOREST, IL 60045

JOB NO.: 1927

ISSUE DATE: APRIL 9, 2021
HPC Submittal

GROUP EXHIBIT B

The Plans

EXISTING & PROPOSED NORTH ELEVATION



EXISTING NORTH ELEVATION

Scale: 3/32" = 1'-0"



PROPOSED NORTH ELEVATION

Scale: 3/32" = 1'-0"



MELICHAR ARCHITECTS
THE PRACTICE OF FINE ARCHITECTURE

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MORRISON RESIDENCE
RENOVATIONS TO
745 E. WOODLAND ROAD
LAKE FOREST, IL 60045

JOB NO.: 1927

ISSUE DATE: APRIL 9, 2021
HPC Submittal

GROUP EXHIBIT B

The Plans

EXISTING & PROPOSED SOUTHEAST ELEVATION



EXISTING SOUTHEAST ELEVATION

Scale: 3/32" = 1'-0"



PROPOSED SOUTHEAST ELEVATION

Scale: 3/32" = 1'-0"



MELICHAR ARCHITECTS
THE PRACTICE OF FINE ARCHITECTURE

207 EAST WESTMINSTER LAKE FOREST, ILLINOIS 60045
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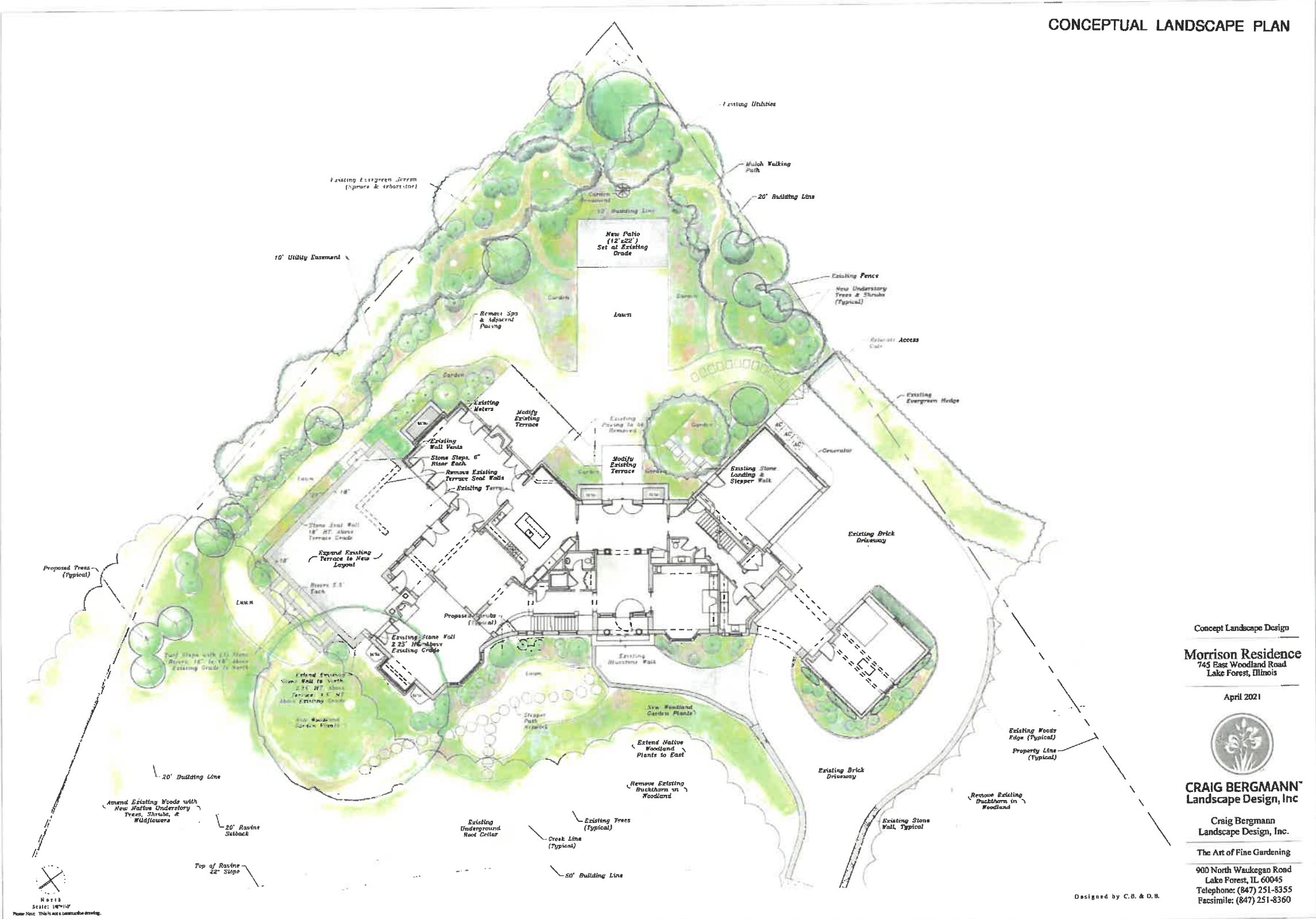
MORRISON RESIDENCE
RENOVATIONS TO
745 E. WOODLAND ROAD
LAKE FOREST, IL 60045

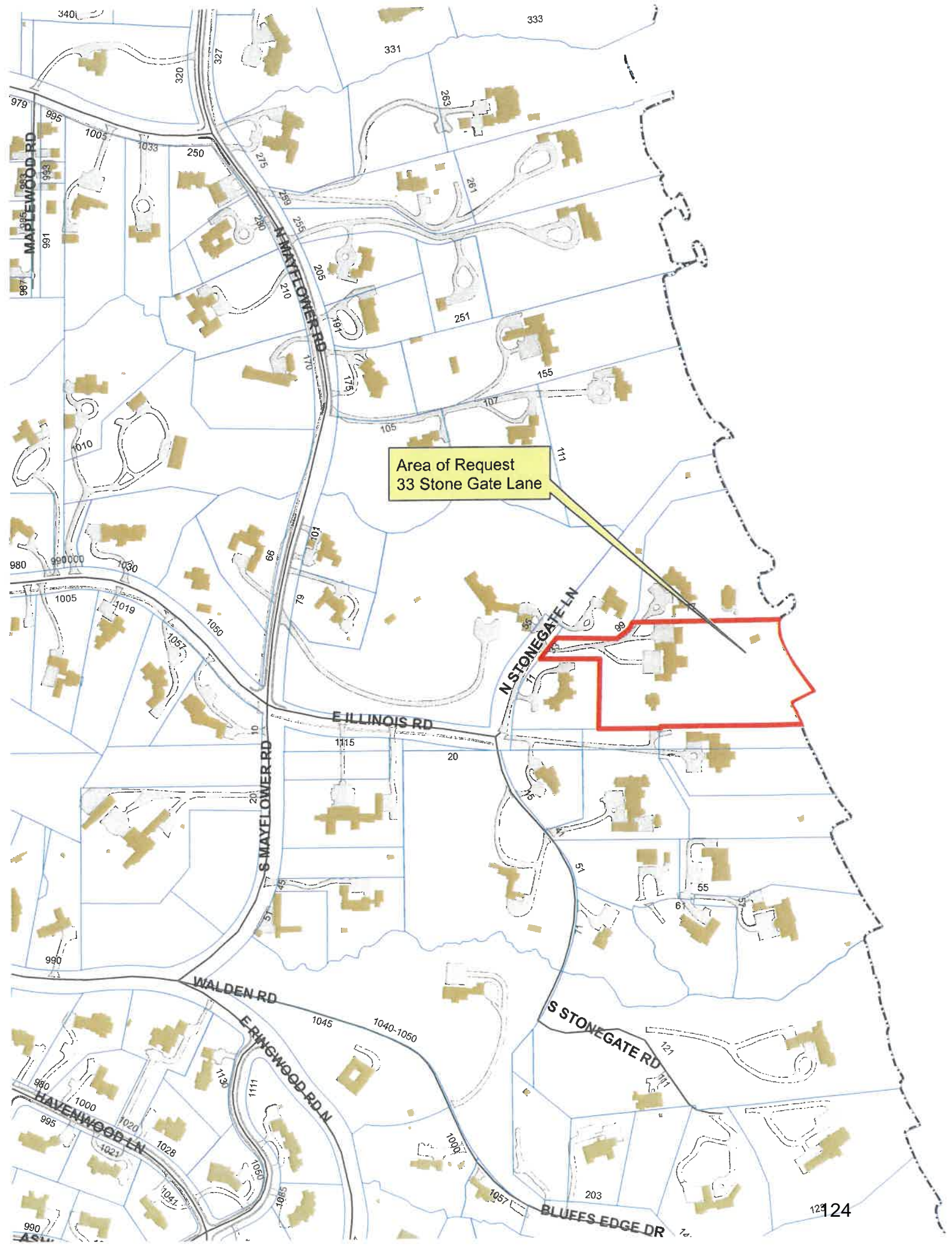
JOB NO.: 1927

ISSUE DATE: MAR. 19, 2021
HPC Submittal

GROUP EXHIBIT B

The Plans





Area of Request
33 Stone Gate Lane

THE CITY OF LAKE FOREST

ORDINANCE NO. 2021-__

AN ORDINANCE GRANTING A STEEP SLOPE VARIANCE FOR
PROPERTY LOCATED AT 33 STONEGATE LANE

WHEREAS, WES JH LOT 76, LLC (Walter Sommers) ("**Owner**") is the owner of that certain real property commonly known as 33 Stonegate Lane, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

WHEREAS, the Owner desires to construct improvements, including a beach pavilion ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

WHEREAS, the Owner submitted an application ("**Application**") requesting approval of variances from Section 159.015, Steep Slopes, and 159.082, R-4, Single Family Residence, of the City of Lake Forest Code to allow construction of the Improvements within the steep slope area; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on April 26, 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 requested variance will not alter the essential character of the neighborhood as the improvements will front Lake Michigan and other properties along the lakefront have similar improvements.
2. Evidence has been submitted to the City Engineer documenting the stability of the bluff in the area of the proposed construction. The City Engineer recommended approval of the variance subject to review and approval of final engineering and construction plans.
3. The conditions upon which the variance is requested are unique and not generally applicable to other properties in the R-4 zoning district, only a limited number of residences border Lake Michigan.
4. The hardship or practical difficulty on which the request for a variance is based is inherent to the property given the location along Lake Michigan and the fact that the proposed improvements are intended to take

advantage of the Lake front location. Any construction on the slope of the bluff requires a variance to assure diligent review.

5. The variance and the resulting construction will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or significantly diminish property values of other homes in the neighborhood. The structure will not be visible from other homes. Improvement and enhancement of the property supports property values in the area and is being done with the due diligence necessary to assure the future stability of the bluff.

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

WHEREAS, the Mayor and City Council, having considered 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 variance subject to the terms and conditions hereinafter set forth;

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

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

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

SECTION THREE: Rear Yard and Steep Slope Setback Variances Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow construction of the Improvements within the steep slope area as depicted on the Plans.

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

- A. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the

City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

- B. Compliance with Laws. Chapters 150, regarding building and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Approval by City Engineer. Prior to the issuance of a building permit, the plans shall be subject to review and approval by the City Engineer.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- F. Engineering and Landscape Plan. Detailed final engineering and landscape plans shall be submitted to the City and will be subject to review and approval by the City Engineer and the City's Certified Arborist prior to the issuance of any permits authorizing work on the site.
- G. Fees and Costs. The Owner shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owner shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City

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

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 Owner has not (i) executed and (ii) thereafter filed with the City Clerk, within 60 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit 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: ()

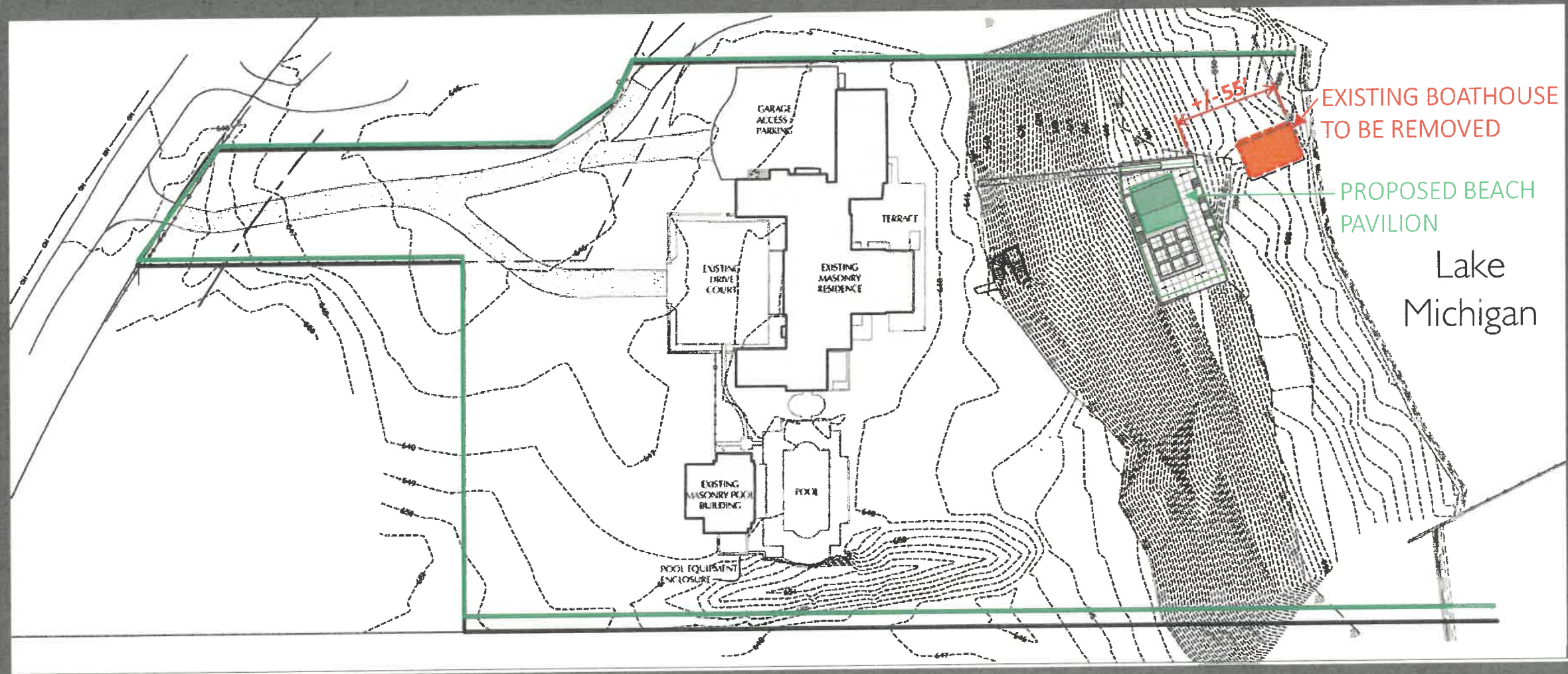
PASSED THIS __ DAY OF _____, 2021.

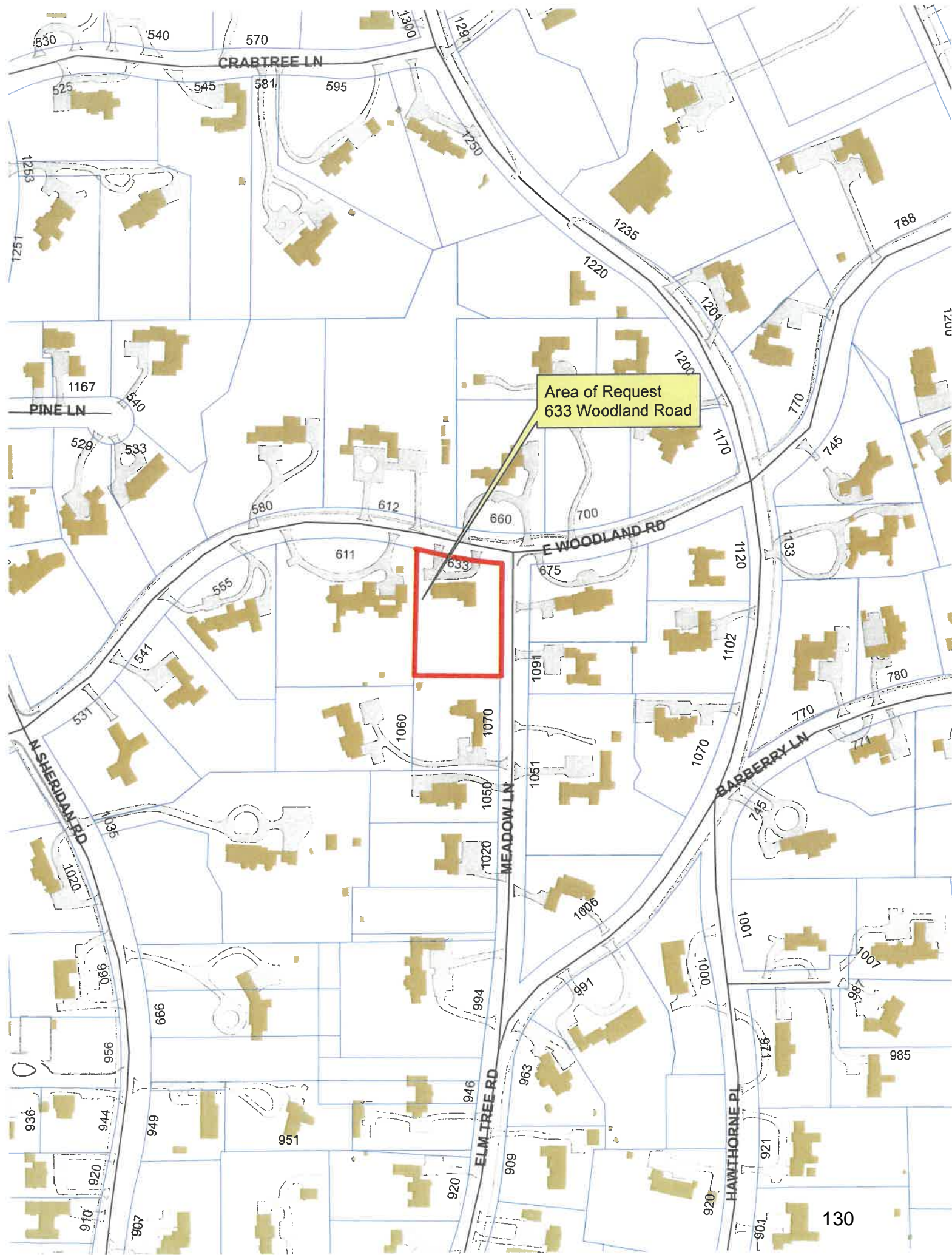
Mayor

ATTEST:

City Clerk

SITE PLAN





THE CITY OF LAKE FOREST

ORDINANCE NO. 2021-__

AN ORDINANCE GRANTING A VARIANCE FROM THE ACCESSORY STRUCTURE SIDE YARD SETBACK REQUIREMENT FOR PROPERTY LOCATED AT 633 WOODLAND ROAD

WHEREAS, Peter and Stephanie Thadani ("**Owners**") are the owners of that certain real property commonly known as 633 Woodland Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

WHEREAS, the Owners desire to construct a storage shed ("**Improvements**") as depicted on the site plan attached hereto as Group Exhibit B ("**Plans**"); and

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

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on April 26, 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 requested side yard setback variance will not alter the essential character of the neighborhood. The shed will be heavily screened by existing fencing, landscaping and the neighboring garage and will have limited visibility from off of the site.
2. The conditions upon which the variance is requested are not generally applicable to other properties in the same zoning district throughout the community. The location of the neighboring garage creates a unique condition. The shed will be located just east of the rear wall of the neighbor's garage.
3. The hardship in conforming to the side yard setback includes the original siting of the house on the lot, the nonconformance of the lot with current R-4 requirements and the desire to preserve mature trees on the property.
4. The proposed shed, if the variance is granted, will not impair light or ventilation to adjacent properties, increase congestion, endanger

public safety, or substantially diminish property values in the area. The shed will be tucked into a well screened area.

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

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

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

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

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

SECTION THREE: Zoning Setback Variances Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow a storage shed to be constructed no closer than 6 feet to the west 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. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

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

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

forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS __ DAY OF _____, 2021.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2021.

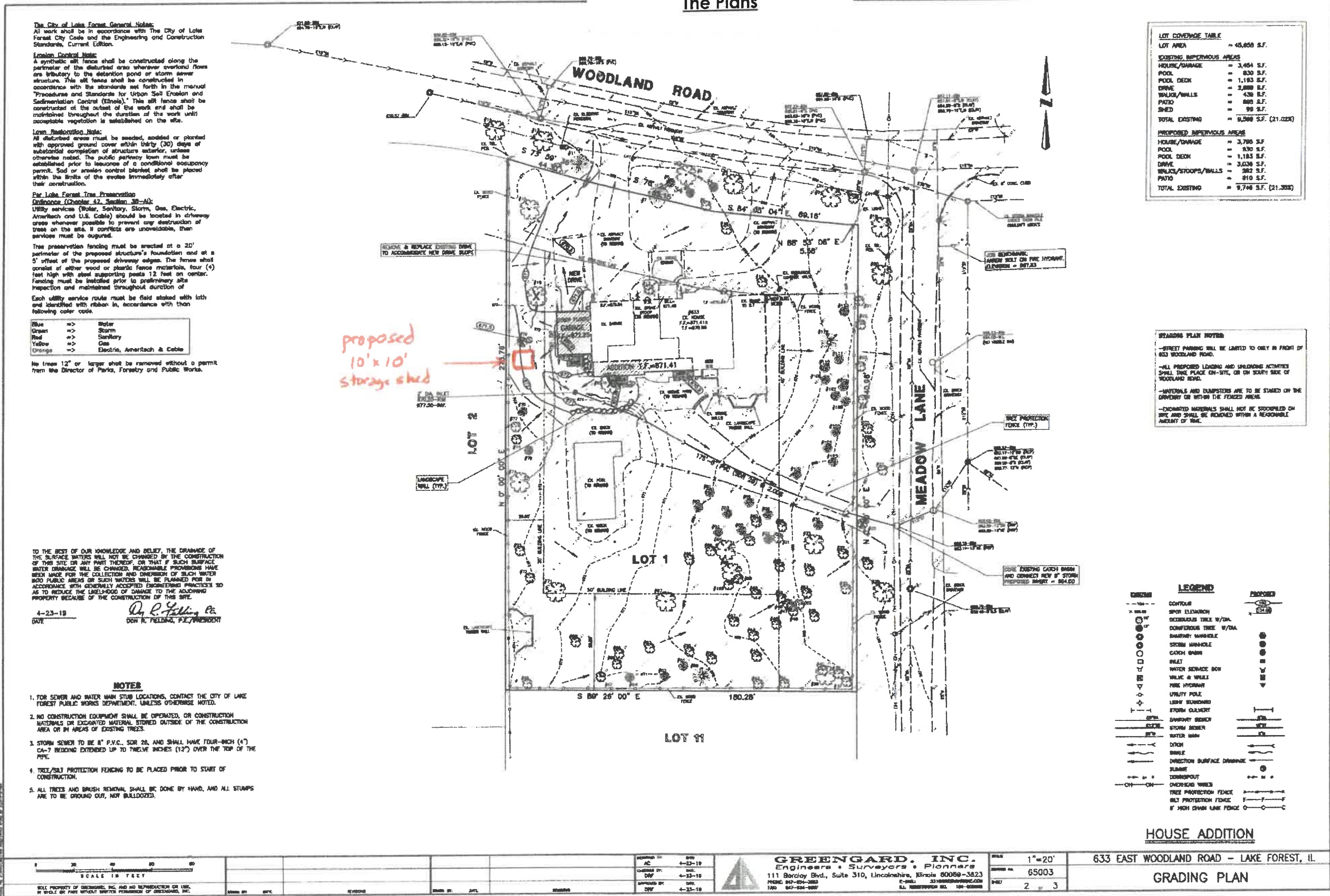
Mayor

ATTEST:

City Clerk

GROUP EXHIBIT B

The Plans



THE CITY OF LAKE FOREST

ORDINANCE NO. 2021-__

AN ORDINANCE GRANTING A VARIANCE FROM THE FRONT YARD SETBACK FOR
PROPERTY LOCATED AT 1090 HIGHLAND AVENUE

WHEREAS, Zachary and Lacy Fidler ("**Owners**") are the owners of that certain real property commonly known as 1090 Highland Avenue, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

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

WHEREAS, the Owners desire to widen the existing driveway to accommodate additional parking ("**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 159.084, R-2, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the front yard setback area; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on April 26, 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 requested front yard setback variance will not alter the essential character of the neighborhood. The proposed widening of the driveway is generally in keeping with other driveways along Highland Avenue. With the additional landscaping proposed, views of a car parked in the expanded area will be screened.
2. The conditions upon which the variance is requested are generally unique to this neighborhood and to this property and are not generally applicable to other properties in the same zoning district throughout the City. Highland Avenue is angled and houses are not sited parallel to the street creating limited front yards. In addition, the subdivision dating from the 1920's, prior to the adoption of the current Code requirements.
3. The existing residence conforms to the current 30-foot front yard setback requirement for this area. The practical difficulty in conforming to the

required setback is a result of the original construction of the home in a manner that does not follow the angle of the street.

4. The variance and the resulting driveway expansion will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or diminish property values.

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

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

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

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

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

SECTION THREE: Zoning Setback Variance Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow expansion of the driveway to a width not to exceed 28 feet within the front 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. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly

applied for, paid for, and granted in accordance with applicable law.

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

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

form attached hereto as **Exhibit C** and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS __ DAY OF _____, 2021.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2021.

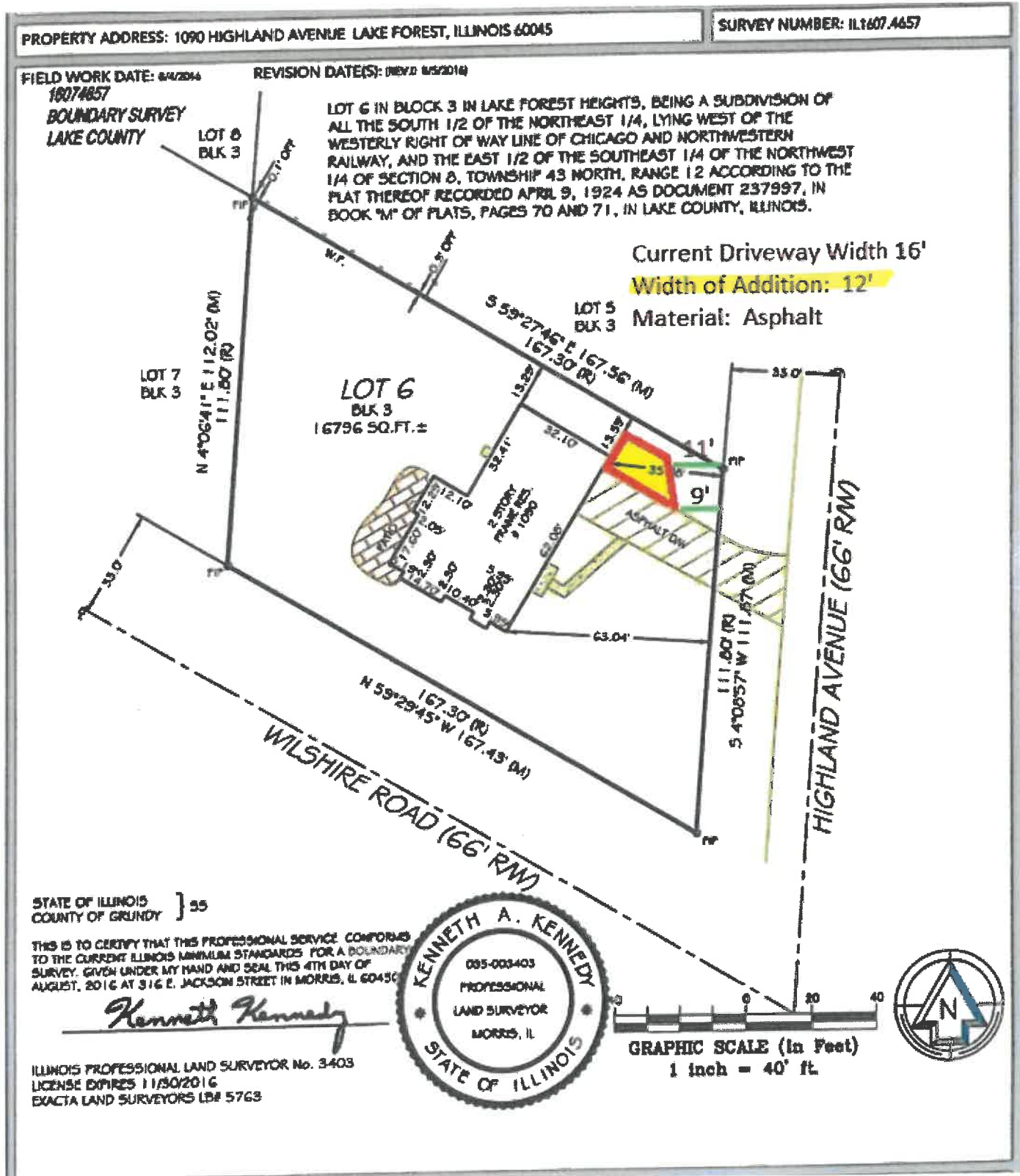
Mayor

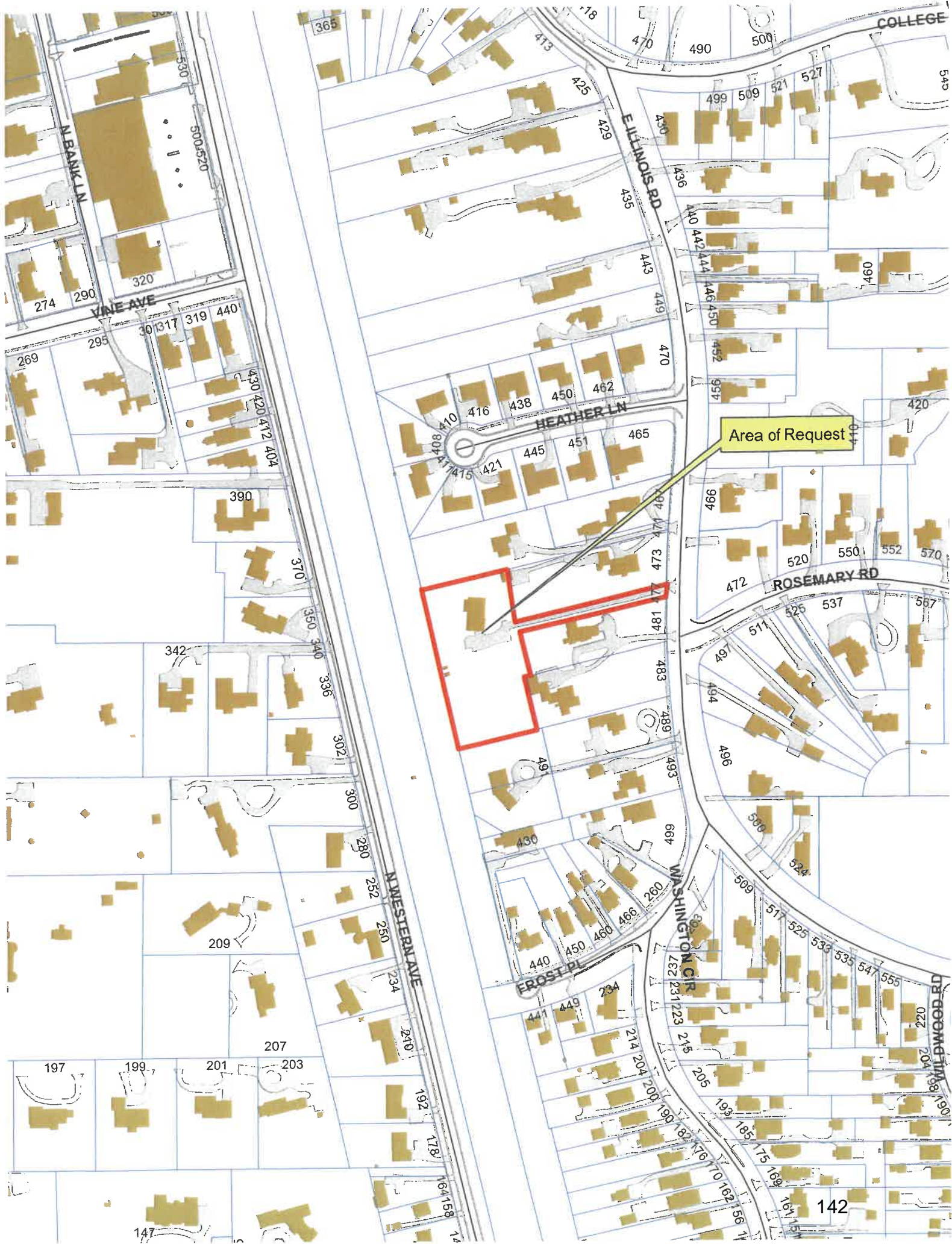
ATTEST:

City Clerk



Area of Request
1090 Highland Avenue

The Plans



Area of Request



PLAN COMMISSION REPORT AND RECOMMENDATION
Sloan Resubdivision – 2 Lots (no additional lots)

TO:	Honorable Mayor Pandaleon and members of the Council
DATE:	April 14, 2021
FROM:	Chairman Kehr and Members of the Plan Commission
SUBJECT:	Request for Approval of a Tentative and Final Plat of Resubdivision – 477 Illinois Road

OWNER

Rose A. Sloan
477 Illinois Road
Lake Forest, IL 60045

PROPERTY LOCATION

477 Illinois Road – a Lot in Depth

West side of Illinois Road, Near the
Intersection with Rosemary Road

ZONING

R-1 Single Family
Residence District/Local
Historic District

REPRESENTATIVES

Sean Sloan, Family Member
Michael Adelman, Attorney

Summary of the Request

This is a request for tentative and final approval of a plat of resubdivision for properties in the R-1 zoning district. The properties are in the City's Local Historic District but are not located within the Historic Residential and Open Space Preservation District. Therefore, no Special Use Permit is required.

The purpose of the resubdivision is to reconfigure two existing lots, incorporate an additional parcel of land, and re-align access and utility easements. No additional lots are proposed and no installation of public infrastructure is required as part of the proposed resubdivision.

Concurrent approval of the tentative and final plat is appropriate since no public infrastructure improvements are required. As with development of any vacant lot, detailed drainage, grading and landscaping plans will be required at the time a new residence is proposed for the vacant lot.

Background Information

The Sloan property is comprised of two lots in depth as it exists today. A lot in depth is defined in the City Code as:

A lot in which the width of the access area for ingress and egress is less than the minimum lot width required for a lot in the zoning district in which the property is located.

The minimum lot width required for a property in the R-1 zoning district is 75 feet. The Sloan property, at the Illinois Road street frontage, is 20 feet wide, the width of the driveway to the property. There are a limited number of other lots in depth on the west side of Illinois Road likely the result of the depth of some of the lots in this area. The depth of the lots on the west side of Illinois Road reflects the earlier idea that a public road could ultimately be constructed on the east side of the railroad tracks, to the rear of the lots fronting on Illinois Road. Construction of a road at that location never occurred and infill development has occurred on the rear portions of some of the lots over the decades.

The Sloan property was originally part of Lots 241 and 242 of the Lake Forest Plat recorded in 1857. In 1968, after City approval, the Calvert Subdivision was recorded, establishing a single lot in depth, today a portion of the Sloan property, from parts of the original Lots 241 and 242 and establishing the 20 foot access as it exists today. (A copy of the Calvert Subdivision plat is attached to this report as background.) The existing home on the site was constructed in 1968, after the recording of the subdivision plat.

The property was further subdivided in 1978 by the then owner, Mr. Rasmussen. After City approval, the Rasmussen's Resubdivision was recorded creating two lots in depth. (A copy of the Rasmussen's Resubdivision plat is attached to this report as background.) The southern lot of the Rasmussen's Resubdivision, Lot 2, has always been in common ownership with Lot 1 as it is today. Essentially Lot 2, and later the additional parcel to the south, have served as a large yard area for the existing home on the 477 Illinois Road property. Over the years, some improvements to the house, driveway and yard, including construction of a shed, have encroached toward or on to Lot 2. Any improvements existing on the newly configured Lot 2 will need to be removed prior to the sale of Lot 2 into a separate ownership.

The Sloans purchased the property in 1983, both Lots 1 and 2 of the Rasmussen's Resubdivision, and Sloan family members have resided in the house since that time. In 1986, the Sloans purchased additional property to the south of Lot 2, the rear portion of the property addressed as 483 Illinois Road. This land transfer occurred between the two private property owners, the Sloans and the Hallens who owned the 483 Illinois Road property at that time. The transfer of the parcel was not authorized or approved by the City through an administrative property line shift or other process however, new surveys were recorded with the County and the 483 property was later sold to new owners in the "after the sale" configuration. As a result the transfer of the parcel in 1986, the 483 Illinois Road property, not the Sloan property, today is nonconforming with respect to the setbacks and that is an issue that current and future owners of the 483 property will need to deal with if there is a desire to improve the property.

Given the Sloans current desire to sell Lot 2, addressing, or more accurately correcting, what is essentially a remnant parcel located south of Lot 2 of the Rasmussen's Resubdivision is appropriate to assure adherence with the current setbacks in the Code and to establish proper easements to serve Lot 2. The City does not have the ability at this point in time to undo the land transfer that occurred in the 1980's, only the ability to properly document the parcel as it exists today and establish appropriate setbacks and easements.

Present Request

As noted above, the Sloans are requesting approval of a plat of resubdivision in preparation for the sale of the property. The proposed subdivision:

1. Expands the size of Lot 1 to the south to accommodate the existing improvements and to adhere to the current setbacks. The lot in depth setbacks were not in the Code at the time the Rasmussen's Resubdivision was approved.
2. Incorporates the parcel acquired by the Sloans in 1986 into Lot 2 to reflect the common ownership of the property, the prior land sale, and to eliminate the current remnant parcel status of the parcel.
3. Establishes the current lot in depth setbacks on both Lots 1 and 2.
4. Reconfigures the access and utility easements to reflect the reconfigured lots.

As proposed, Lot 1, exclusive of the easement, totals 31,850 square feet. The access easement on Lot 1 totals 9,500 square feet. Lot 2 totals 25,145 square feet. The minimum lot size for lots in depth in the R-1 zoning district is 16,250 square feet. Both lots as proposed exceed the required minimum lot size.

The current Code also requires a minimum lot width at the front yard setback line of 130 feet before a lot in depth can be created. However, in this case, the two lots in depth already exist by virtue of both the Calvert Subdivision which created the initial lot in depth and the Rasmussen's Resubdivision which created the second lot in depth. A new lot in depth is not being created so this Code provision has no effect in this case.

Although the Rasmussen's Resubdivision established 10 foot setbacks on both lots one and two, the resubdivision as now proposed reflects the current setbacks for lots in depth of 40 feet from all property lines recognizing the relationship to neighboring properties.

The plat as presented provides a properly configured easement for both access and utilities to serve Lot 2.

Public Notice

Public notice of this hearing was provided in accordance with Code requirements and standard practices. Public notice was published in a newspaper of local circulation and mailed to property owners in the surrounding area. The agenda for this meeting was posted at various public locations and on the City's website. To date, staff received one contact in response to the mailed notice regarding ongoing drainage issues on the east side of Illinois Road in the general vicinity of the property in this petition, but not adjacent to the property. The concern was forwarded to the City's Public Works Department and a follow up on site meeting was held with the resident to the concern with involves a matter not directly related to this resubdivision request.

Recommendation

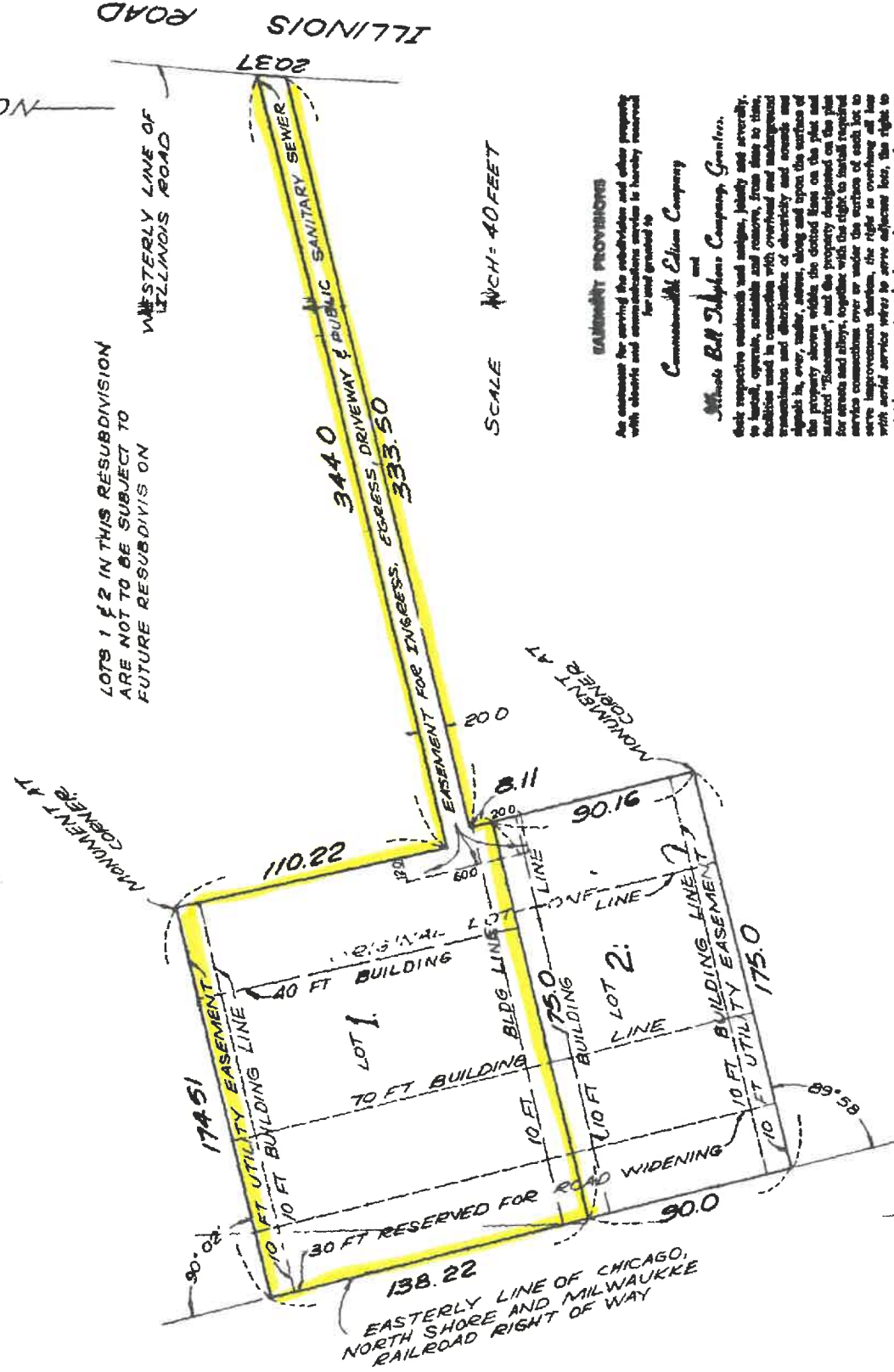
The Plan Commission voted 5 to 1 to recommend tentative and final approval of the plat for the Sloan Resubdivision to the City Council subject to the following condition.

1. Prior to the recording of the plat of subdivision, all applicable fees shall be paid.
2. Prior to the issuance of a building permit for a new residence on Lot 2, all applicable impact fees shall be paid.

The Commission recognized that the nonconforming setback condition of the 483 Illinois Road property was a pre-existing condition and not one that the Sloans have the ability of the obligation to address.

RASMUSSEN'S RESUBDIVISION

BEING A RESUBDIVISION OF LOT 1 OF CALVERT SUBDIVISION, BEING OF PARTS OF LOTS 241 AND 242 OF LAKE FOREST, BEING IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS



LOTS 1 & 2 IN THIS RESUBDIVISION ARE NOT TO BE SUBJECT TO FUTURE RESUBDIVISION

SCALE 1/4\"=40 FEET

RAILROAD PROVISIONS

An easement for service of the subdivision and other property with electric and communication service is hereby reserved for and granted to

Consolidated Edison Company

Miss B. J. Johnson, Company, General
do hereby certify that the subdivision and other property, to be used for electric and communication service, from time to time, shall be used in connection with overhead and underground transmission and distribution of electricity and electric signals by, over, under, across, along and upon the surface of the property shown within the dotted lines on the plat and marked "Easement", and the property designated on the plat for electric and other service, together with the right to install and maintain service connections over or under the surface of each lot to serve improvements therein, the right to overhang all law easements, and the right to serve adjacent lots, the right to cut, trim or remove trees, bushes and vines so as to be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over easement facilities or in, upon or over the property within the dotted lines marked "Easement" without the prior written consent of the railroad. After subdivision of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

STATE OF ILLINOIS)
COUNTY OF LAKE) ss

I, *Gene MacIver*, COUNTY CLERK OF THE COUNTY OF LAKE IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE SPECIAL ASSESSMENTS, DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, NO REDEEMABLE TAX SALES, AND NO DELINQUENT SPECIAL ASSESSMENTS AGAINST THE PROPERTY INCLUDED IN THIS PLAT OF SUBDIVISION. I DO FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES DUE THE COUNTY OF LAKE IN CONNECTION WITH THE ANNEXED PLAT.

DATED AT WAUKEGAN, ILLINOIS, THIS 19th DAY OF April, A.D. 1978.

Grace Mary Shaw Mc
COUNTY CLERK OF LAKE COUNTY

REVIEWED BY THE ZONING COMMITTEE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LAKE IN THE STATE OF ILLINOIS THIS 19th DAY OF April, A.D. 1978.

Grace Mary Shaw Mc
CHAIRMAN OF SAID ZONING COMMITTEE OF THE BOARD OF SUPERVISORS

STATE OF ILLINOIS)
COUNTY OF LAKE) ss

I, *George H. Anderson*, COLLECTOR OF THE TAXES OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE SPECIAL ASSESSMENTS, RECORDS OF SAID COUNTY, AND THAT I FIND THAT ALL DEFERRED INSTALLMENTS, NOW DUE, OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS RELATING TO THE PROPERTY INCLUDED IN THIS PLAT OF SUBDIVISION HAVE BEEN PAID.

DATED AT Lake Forest, ILLINOIS THIS 13th DAY OF April, A.D. 1978.

George H. Anderson
COLLECTOR OF SAID

APPROVED BY THE PLAN COMMISSION OF THE CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS THIS 13th DAY OF April, A.D. 1978.

George H. Anderson
CHAIRMAN OF SAID PLAN COMMISSION

APPROVED AND ACCEPTED BY THE COUNCIL OF THE CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS, THIS 13th DAY OF April, A.D. 1978.

ATTEST: CITY CLERK *Gene MacIver* MAYOR OF *Gene MacIver*
CORPORATE SEAL

STATE OF ILLINOIS)
COUNTY OF COOK) ss

I, PAUL F. MISTURAK, A REGISTERED ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND RESUBDIVIDED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID RESUBDIVISION. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECT AT A TEMPERATURE OF 68° FAHRENHEIT. I FURTHER CERTIFY THAT NO PART OF THE PROPERTY COVERED BY THIS PLAT OF RESUBDIVISION IS SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR WATER COURSE SERVING A TRIBUTARY ARE OF 540 ACRES OR MORE ALSO THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF A VILLAGE WHICH HAS ADOPTED A CITY PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREFTER AMENDED.

DATED THIS 16th DAY OF April, A.D. 1977.

Paul F. Misturak
PAUL F. MISTURAK
REGISTERED ILLINOIS LAND SURVEYOR
NO. 1679

ORDER NO 771695

