

**THE CITY OF LAKE FOREST
CITY COUNCIL AGENDA**

Monday, February 7, 2022
at 6:30pm.

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 Access Link

<https://us02web.zoom.us/j/86720917396?pwd=aFhwV3NWL3dnUXNIMGMxaTVpSmUyQT09>

Webinar ID: 867 2091 7396

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

2. COMMENTS BY CITY MANAGER

3. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL

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

4. COMMITTEE REPORTS

MARKETING COMMITTEE

1. Update on Marketing Committee Initiatives

PRESENTED BY: Marketing Committee Chairman Jennifer Karras

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION
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1. Approval of January 18, 2022, City Council Meeting Minutes

A copy of the minutes can be found beginning on **page 12**

COUNCIL ACTION: Approval of January 18, 2022, City Council Meeting Minutes

2. Approval of the Check Register for the Period of January 1-28, 2022

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

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

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

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

Check Register for January 1 - January 28, 2022

	Fund	Invoice	Payroll	Total
101	General	520,418	1,656,447	2,176,865
501	Water & Sewer	105,426	192,312	297,738
220	Parks & Recreation	102,609	363,133	465,742
311	Capital Improvements	129,828	0	129,828
202	Motor Fuel Tax	31,746	0	31,746
230	Cemetery	9,581	32,740	42,322
210	Senior Resources	9,332	28,724	38,057
510	Deerpath Golf Course	24,770	2,974	27,744
601	Fleet	98,831	60,633	159,464
416 - 433	Debt Funds	0	0	0
248	Housing Trust	0	0	0
201	Park & Public Land	0	0	0
	All other Funds	1,841,726	171,593	2,013,319
		\$2,874,267	\$2,508,557	\$5,382,824

The amount denoted as "All other Funds" includes a \$1.1 million payment to the Intergovernmental Risk Management Agency for liability insurance and \$609,000 in payments associated with the City's Medical/Dental insurance program.

COUNCIL ACTION: Approval of the Check Register for the Period of January 1-28, 2022

3. Approval for an Advancement of Fiscal Year 2023 Capital Equipment Funding to Purchase One Replacement Marked Police Vehicle Included in the FY2023 Capital Equipment Budget to the Illinois Department of Central Management Services Low Bidder, Morrow Brothers Ford, Inc., in the Amount of \$39,905.

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

PURPOSE AND ACTION REQUESTED: Staff is requesting City Council's approval for an advancement of Fiscal Year 2023 Capital Equipment Fund to purchase a replacement marked police vehicle included in the F.Y. 2023 capital equipment budget. The request for advancement of FY23 funding stems from the immediate need to replace the Chevrolet Tahoe that was involved in a rear-end collision in mid-January 2022. It is recommended that the purchase of the replacement vehicle be made via the Illinois Department of Central Management Services (CMS) low bidder, Morrow Brothers Ford, Inc. If the bid is awarded by City Council this evening, staff anticipates receiving the replacement vehicle in mid to late February 2022.

BACKGROUND/DISCUSSION: The police vehicle recommended by the Public Works Committee and staff for replacement in FY23 is a Chevrolet Tahoe (Unit#1) that is primarily used as the evidence technician support vehicle along with various other police patrol duties.

Since summer of 2021, General Motors has cancelled production of all 2022 Chevrolet Tahoe police pursuit vehicles, giving no specific future date for production. With that, staff sought out other options and found the Ford's pursuit rated F-150 Police Responder vehicle to be a favorable replacement to the Chevrolet Tahoe only to learn that the Ford Motor Company made the same decision as GM and cancelled production with no return date for production.

However, when Unit #1 was critically damaged in January, police staff aggressively began reaching out to other police agencies to locate a replacement vehicle and found Marrow Brothers Ford, Inc. who was awarded the 2022 CMS contract for the F-150 Police Responder vehicles. The purchase of this vehicle would allow the timely replacement of Unit #1 and allow the police to avoid being without a vehicle for at least 12 to 15 months due to production delays.

For at least the past five years the police department has been interested in acquiring the F-150 vehicle for the extra cargo capacity, but when it first came available it was not pursuit rated. Once it became pursuit rated, like with all new models, staff wanted to wait at least a year before purchasing it to give Ford an opportunity to address any minor issues. The F-150 Police Responder has been in use and well-liked by neighboring departments for several years. This vehicle is an ideal replacement for unit #1 in order to meet the Police Evidence Technician Unit's need for a larger cargo capacity to carry additional equipment for processing crime scenes and to collect evidence (i.e. evidence collection kits, exterior lighting, ladders, supplies, etc.).

The damaged Chevrolet Tahoe is currently being evaluated by the insurance adjuster and will either be totaled or sent for repairs. If deemed repairable, the vehicle would be transferred to either the Engineering, Community Development, or used as a pool vehicle. The vehicles will accrue and additional 20,000–25,000 miles before they are placed out to bid and sold to the highest bidder.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	November 3, 2021	Reviewed & Recommended City Council Approval
Finance Committee	November 8, 2021	Included with Capital Plan

BUDGET/FISCAL IMPACT: Information regarding the F.Y. 2023 capital equipment purchases was included in the November 8, 2021 Finance Budget packet. At its November 3, 2021 meeting, the Public Works Committee specifically reviewed and recommended City Council approval of each piece included in the F.Y. '23 capital equipment budget.

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

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

Below is an estimated summary of squad car budget:

FY2023 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund 311-5003-475-75-02	\$50,000	\$39,905	Y

COUNCIL ACTION: Approval for an Advancement of Fiscal Year 2023 Capital Equipment Funding to Purchase One Replacement Marked Police Vehicle Included in the FY2023 Capital Equipment Budget to the Illinois Department of Central Management Services Low Bidder, Morrow Brothers Ford, Inc., in the Amount of \$39,905.

4. Consideration of an Ordinance Approving a Recommendation from the Building Review Board. (First Reading, and if Desired by the City Council, Final Approval)

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

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

BACKGROUND/DISCUSSION:

1415 Oak Knoll Drive – The Building Review Board recommended approval of a new single family residence on a vacant lot in the Biltmore Subdivision. No public testimony was presented to the Board on this petition. (Board vote: 6 - 0, approved)

The Ordinance approving the petition as recommended by the Building Review Board, with key exhibits attached, is included in the Council packet beginning on **page 16**. The Ordinance, complete with all exhibits, is available for review in the Community Development Department.

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

COUNCIL ACTION: Approval of the four (4) omnibus items as presented.

6. OLD BUSINESS

1. Approval of Loan Agreement with the Ragdale Foundation to Borrow \$1.5 million from the City to be paid from Pledge Commitments over a Five-Year Period

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

PURPOSE AND ACTION REQUESTED: The City Council is asked to approve a loan agreement with The Ragdale Foundation to provide a loan of \$1.5 million over a five year period to be paid from multi-year pledge commitments. This loan was approved in concept by the City Council on April 5, 2021, with the understanding that the specific terms and loan documents would return to the City Council for approval at a later date.

BACKGROUND/DISCUSSION: Attached (**page 29**) please find a March 19, 2021 letter to Mayor Pandaleon from Barbra Schumann, President of the Board of Trustees for The Ragdale Foundation. The letter requests City Council consideration of a loan request for \$1.5 million, to be repaid with interest over a five-year period. The Foundation has initiated a capital campaign seeking \$6 million or more in connection with several initiatives. The loan request is intended to provide bridge financing for pledge commitments that will be paid over time. The City provided a \$2 million loan to The Ragdale Foundation in 2011 which was paid in full.

On April 5, 2021, the City Council approved the loan in concept to allow the City and Foundation to move forward with preparation of associated documents. Since April, the City Council has taken related action on the following:

- 10/4/21 – Approval of a Purchase and Donation Agreement for property at 1272 N. Green Bay Road (no cost to the City),
- 12/6/21 – Approval of amendments to the Special Use Permit for Ragdale Located at 1230, 1260 and 1272 N. Green Bay Road, and
- 12/6/21 – Approval of a Second Amendment to the Operating Agreement for the Ragdale properties.

The Foundation initially requested that the loan be made without requiring collateral based on their performance in repaying the 2011 loan. The April 2021 approval of the loan in concept incorporated a staff recommendation for a reduced collateral requirement, seeking collateral to the extent of an endowment fund through William Blair. In addition, the City would require the Foundation to provide a quarterly status report of pledge commitments and payments, as these are the designated source of payment of the loan.

Since April 2021, the City Attorney and City staff have worked with representatives of The Ragdale Foundation to prepare the proposed loan agreement and attachments for City Council consideration (beginning **page 31**). Notable provisions of the proposed loan agreement are as follows:

- **Term:** To provide maximum flexibility to The Ragdale Foundation on drawing down loan proceeds, the loan agreement provides for a three-year borrowing term that anticipates no more than five (5) draws up to a total of \$1.5 million. At the completion of the three-year borrowing term or draw of the full \$1.5 million – whichever occurs first – a five-year repayment period would be initiated with 20% of the loan principal paid each year on or before March 15.
- **Interest Rate:** The loan will bear interest at 2.0% and interest would accrue as of the first draw of loan proceeds. Interest payments will be made quarterly beginning with the quarterly date immediately following the first draw on the loan.
- **Collateral/Loan Security:** The Ragdale Foundation has secured collateral from its Chicago Community Trust endowment fund. As a condition of the first loan draw and throughout the duration of the loan, collateral will be provided at the lesser of: 1) \$1 million, or 2) the amount of outstanding principal. Should the Foundation draw the full amount of the loan, \$500,000 in loan principal would be unsecured. A reduced level of collateral was anticipated when the loan was approved in concept based on the Foundation's repayment performance on the previous loan from the City. It is also noted that Ragdale is improving City-owned property at no expense to the City.
- **Use of Proceeds:** Loan proceeds will be used only for capital projects.
- **Financial Reports:** Through the loan period, the Foundation will provide quarterly financial reports and a report of fundraising pledge commitments.

The Ragdale Foundation Board approved the loan agreement on January 18, 2022.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
City Council	4/5/21	Approval of Loan in Concept

BUDGET/FISCAL IMPACT: The recommendation is for the City Council to approve the proposed loan agreement for a \$1.5 million loan with a three-year borrowing term followed by a five (5)

year repayment period at 2.0% interest. The loan would be made from General Fund reserves and quarterly interest payments would be deposited to the General Fund.

COUNCIL ACTION: Approval of Loan Agreement with the Ragdale Foundation to Borrow \$1.5 million from the City to be paid from Pledge Commitments over a Five-Year Period

7. NEW BUSINESS

1. Consideration of Ordinances Approving Code Amendments to Allow Mobile Food and Beverage Vendors to Operate in the City of Lake Forest as Part of Special Community Events and Establishing a Permit Fee. (First Reading)

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

PURPOSE AND ACTION REQUESTED: Following up on the success of the pilot program approved by the City Council last year to permit mobile food and beverage vendors ("food trucks") to operate in the City with certain limitations, Council consideration of continuing this initiative on an ongoing basis is requested.

BACKGROUND/DISCUSSION:

In spring 2021, the City Council directed staff to develop a pilot program to allow mobile food and beverage vendors in Lake Forest with certain limitations. In summary, the Council offered the following comments in support of this initiative:

- Allowing mobile food and beverage vendors to participate in various community events adds a festive character, diversity, and vitality to the community.
- Opportunities for mobile food and beverage vendors should be balanced with the desire of the Council to continue to support local restaurants and local food and beverage businesses.

During the pilot program in 2021, the City issued 17 annual licenses to mobile food and beverage vendors. Of those, seven were to local businesses including: Rosati's, Left Bank, The Gallery, Donati's, Lake Forest Meat & Seafood, Sunset and The Forester Hotel. As approved by the Council, fees for a mobile food and beverage license were waived for local businesses already operating under City issued health licenses. The other ten mobile food and beverage licenses were issued to non-local businesses for an annual fee of \$100.00.

Last year, many special community event coordinators including various not for profit organizations as well as City departments, incorporated the licensed vendors into their events. Word of the opportunity for mobile food and beverage vendors to participate in events in Lake Forest appears to be spreading. Since the first of the year, staff has received numerous calls from business owners and vendors wishing to apply to a 2022 mobile food and beverage license.

What We Learned

Over the course of last year's program staff learned that:

- The term "Food trucks" does not accurately characterize the range of options mobile food and beverage vendors use to offer products. As a result, to invite vendors of various types to participate, the broader term "Mobile Food and Beverage License" is recommended.
- Responsibility for providing receptacles for recycling and trash needs to be clearly determined between the coordinator of the special event and the mobile vendor.
- A list of licensed vendors needs to be actively promoted by the City to those in the community who plan and manage special events.
- Special event applications need to be revised to require event coordinators to identify participating mobile food vendors at the time of application for a special event permit to assure adequate time for vendors to obtain a City license if they are not currently a license holder.

Code Amendments

Amendments are proposed to Sections 113.21, Permits and Licenses; 117.05, Sales from Vehicles; and 117.20, Transient Merchants and Itinerant Vendors, to clarify that the provisions in those sections do not apply to mobile food and beverage vendors. New Sections, 120.01 through 120.03 are proposed to specifically address mobile food and beverage vendors including definitions, license and fee requirements and operations. The Ordinance reflecting the proposed amendments is included in the Council's packet beginning on **page 45**.

Permit Fee

An administrative permit processing and inspection fee of \$100.00 is recommended with a waiver of the fee for local restaurants and food and beverage businesses that already hold an annual City of Lake Forest Health License. The Ordinance establishing the license fee is included in the Council packet beginning on **page 49**. For information, the cost of annual Health Licenses for local businesses ranges from \$250.00 to \$600.00 depending on the type of business.

COUNCIL ACTION: If desired by the Council, grant first reading of two Ordinances:

- 1) An Ordinance approving amendments to Sections 113.21, 117.05, 117.20(B) and the addition of new Sections 120.01 through 120.03.**
 - 2) An Ordinance establishing a permit fee for Food Trucks.**
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- 2. Discussion and Direction on Whether to Establish Regulations, Requirements or Parameters Regarding Flavored Tobacco and Electronic Cigarette Products. (No Action Requested – Discussion and Direction Only)**

PRESENTED BY: Jason Wicha, City Manager (810-3670)

PURPOSE AND ACTION REQUESTED: At the request of the Mayor, the subject of flavored tobacco/vaping products is presented to the Council for discussion and direction. If so directed by the City Council, staff will work with the City Attorney to prepare draft amendments, regulations or policies for further review and public discussion at a future meeting date.

BACKGROUND/DISCUSSION: At the December 6, 2021 City Council meeting, students from Lake Forest High School (LFHS) made a presentation to the Council addressing the health and safety issues surrounding the use of flavored tobacco products, including flavored vaping liquids. The students, who worked in partnership with the Lake County Department of Public Health (LCDPH), encouraged the City Council to consider an ordinance banning the sale of flavored tobacco products and vaping liquids in Lake Forest. Additional public health context on this issue can be found in the presentation provided by these students, beginning on **page 52**. The students plan to present additional information to the City Council on this topic during the meeting.

City staff have reached out to current Tobacco License holders to notify them that a presentation on this topic is scheduled for discussion by the City Council and invited them to provide their comments or testimony during the meeting.

Information provided in the packet is being provided preliminarily for the purpose of facilitating a high-level discussion by the full City Council on whether there is interest in having the City staff and City Attorney pursue this topic further.

Based on the Council's discussion and direction provided, staff will work with the City Attorney to provide a further summary of the City's current regulations, answers to additional questions the Council may have, or draft amendments which reflect direction provided by the City Council on this issue to present at a future City Council meeting.

COUNCIL ACTION: Provide high level direction to City staff and the City Attorney regarding flavored tobacco products

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

A copy of the Decision Making Parameters is included beginning on **page 10** of this packet.

An instruction guide on how to participate at a City Council meeting is included beginning on **page 11**.

Office of the City Manager

February 2, 2023

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.

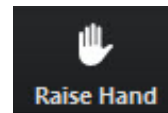
CITY COUNCIL – REMOTE ACCESS MEETING GUIDE

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.

The City of Lake Forest
CITY COUNCIL MEETING
Proceedings of the Tuesday, January 18, 2022
City Council Meeting - City Council Chambers
REMOTE ACCESS MEETING

CALL TO ORDER AND ROLL CALL: Honorable Mayor Pandaleon called the meeting to order at 7:23pm, and the City Clerk Margaret Boyer called the roll of Council members.

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

Absent: none

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE was recited.

REPORTS OF CITY OFFICERS

COMMENTS BY MAYOR

Mayor Pandaleon made the following statement as required by the Open Meetings Act. In accordance with state statute, Mayor Pandaleon has made a determination that it was not practical or prudent to schedule an in-person City Council meeting because of the COVID-19 pandemic, which is why this January 18, 2022, City Council meeting is being held remotely.

A. 2022-2023 Board and Commission Appointments and Reappointment's

HISTORIC PRESERVATION COMMISSION

NAME OF MEMBER	APPOINT/REAPPOINT	WARD
Geoffrey Hanson	APPOINT	2

COUNCIL ACTION: Approve the Mayor's 2022-2023 Board and Commission Appointments and Reappointment's.

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

Mayor Pandaleon made a brief statement on a current state statute that is impacting the City regarding public comments.

COMMENTS BY CITY MANAGER

A. Community Spotlight

Northwestern Lake Forest Hospital

- **Thomas McAfee, Senior Vice President, Northwestern Memorial HealthCare &**

**President, North and Northwest Regions, and
- Seamus Collins, Vice President of Operations, Northwestern Lake Forest Hospital**

City Manager, Jason Wicha, introduced Tom McAfee, Senior Vice President of Northwestern Memorial Hospital, and Seamus Collins, Vice President of Operations, to provide an update on the current state of the hospital, and a look forward into future initiatives.

Mr. McAfee began the presentation by providing an update regarding COVID-19 and its impact on the hospital. He provided an in-depth analysis of the COVID-19 cases and compared the success that Lake Forest Hospital has had, with lower COVID-19 admissions, and overall treatment for COVID-19 patients. Mr. McAfee also presented new technological advances that have provided the opportunity to deploy new skills an expertise at the hospital.

Additionally, Mr. McAfee presented on the Northwestern Lake Forest Hospital Campus Master Plan, the completion of elements of the plan, and shared a timeline including future elements of the master plan.

Mr. Collins provided detailed background regarding the phased deployment of the master plan including the organization of the campus, additional structured parking, and hospital expansion on the central campus.

The City Council asked clarifying questions including hospital utilization and capacity limits, and education regarding COVID-19.

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

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

Rommy Lopat offered feedback to the City Council regarding the following:

- Protection for residents testifying at public hearings.
- Provide support to commissioners regarding OMA rules.
- City Code language regarding removal of City officers.

COMMITTEE REPORTS

PUBLIC WORKS COMMITTEE

- 1. Deerpath Streetscape Overview**
 - Jim Lockefer, Assistant to the Director of Public Works**

Assistant to the Director of Public Works, Jim Lockefer, provided a brief presentation regarding the Deerpath Streetscape project. He began the presentation by stating the timeline of the project, including the Beautification Committee discussion regarding the project, Public Works Committee discussion, and the transition to the design and construction of the project. Mr. Lockefer further explained the transition to the next phase of the project, and grant funds that will be included in the completion of the project.

ITEMS FOR OMNIBUS VOTE CONSIDERATION

- 1. Approval of December 6, 2021, City Council Meeting Minutes**
- 2. Approval of the Check Register for the Period of November 27 – December 31, 2021**

3. **Award of Bid for a Three-Year Elevator Maintenance Agreement to American Hoist & Manlift in the Amount of \$38,880**
4. **Approval of Construction Assistance Services for both the Illinois and Woodland Pedestrian Bridge Replacements to Wiss, Janney, Elstner Associates, Inc., and Authorize the City Manager to Execute an Agreement in an Amount Not to Exceed \$39,880**
5. **Approval of a Recommendation from the Public Works Committee to Award the Deerpath Streetscape Phase II Project Design Proposal to Thomas Engineering Group in the Amount of \$372,758 plus 10% Contingency in the Amount \$37,275 for a Total of \$410,033 and the Advancement of Fiscal Year 2023 Capital Improvement Project Funding in the Amount of \$55,000**

COUNCIL ACTION: Approval of the five (5) Omnibus items as presented

Mayor Pandaleon asked members of the Council if they would like to remove any item or take it separately. Seeing none, he asked for a motion. Alderman Karras made a motion to approve the five (5) Omnibus items as presented, seconded by Alderman Rummel. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

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

ORDINANCES

OLD BUSINESS

NEW BUSINESS

1. **Approval of a loan agreement between The City of Lake Forest and The American Legion McKinlock Post 264, in the Amount of \$37,500.00.**

Superintendent of Recreation, Joe Mobile, provided a brief overview of the project, stating the key changes in the construction plan, including changes to the new entrances. Mr. Mobile further explained the loan agreement with the American Legion, and the repayment period of the loan.

Mr. Mobile summarized the next steps for the American legion, which include signing with Timeless Creations and launching a fundraising campaign to pay the loan amount back to the City.

COUNCIL ACTION: Approval of a loan agreement between The City of Lake Forest and The American Legion McKinlock Post 264, in the Amount of \$37,500.00.

Alderman Preschlack made a motion to approve the loan agreement between The City of Lake Forest and The American Legion McKinlock Post 264, in the Amount of \$37,500.00, seconded by Alderman Notz. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

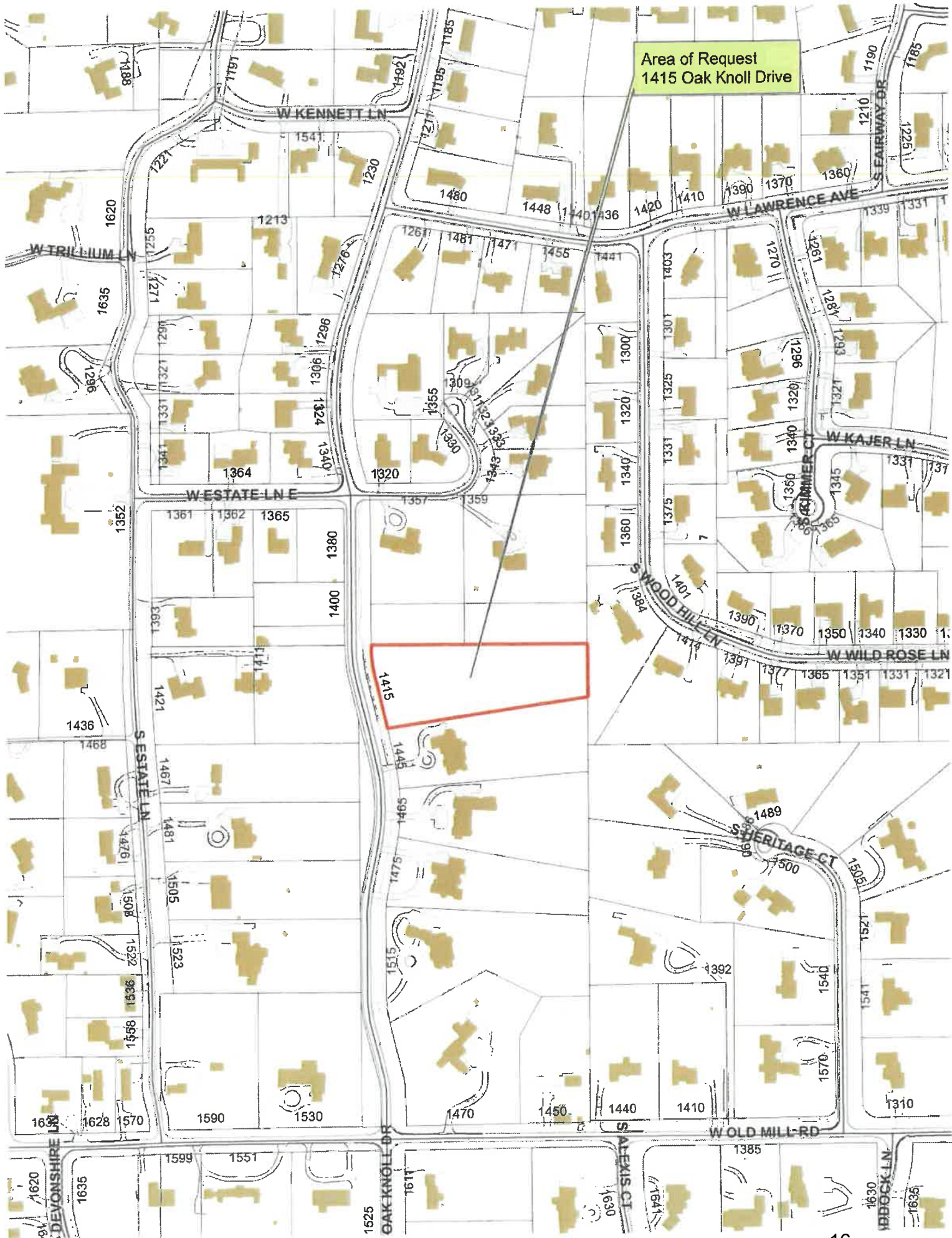
ADDITIONAL ITEMS FOR COUNCIL DISCUSSION/COMMENTS BY COUNCIL MEMBERS
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ADJOURNMENT

There being no further business Mayor Pandaleon asked for a motion. Alderman Notz made a motion to adjourn, seconded by Alderman Goshgarian. Motion carried unanimously by voice vote at 8:28 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.



THE CITY OF LAKE FOREST

ORDINANCE NO. 2022- ____

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE
PROPERTY LOCATED AT 1415 OAK KNOLL DRIVE

WHEREAS, Tom and Danit Voitik ("**Owners**") are the owners of that certain real property commonly known as 1415 Oak Knoll Drive, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

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

WHEREAS, the Property is a vacant, buildable lot; and

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

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

WHEREAS, pursuant to notice duly published, the BRB reviewed and evaluated the Plans at a public hearing held on October 6, 2021; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED THIS __ DAY OF _____, 2022.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2022.

Mayor

ATTEST:

City Clerk

EXHIBIT A

Legal Description of Property

Legal Description:

Lot 6 in the Biltmore Subdivision

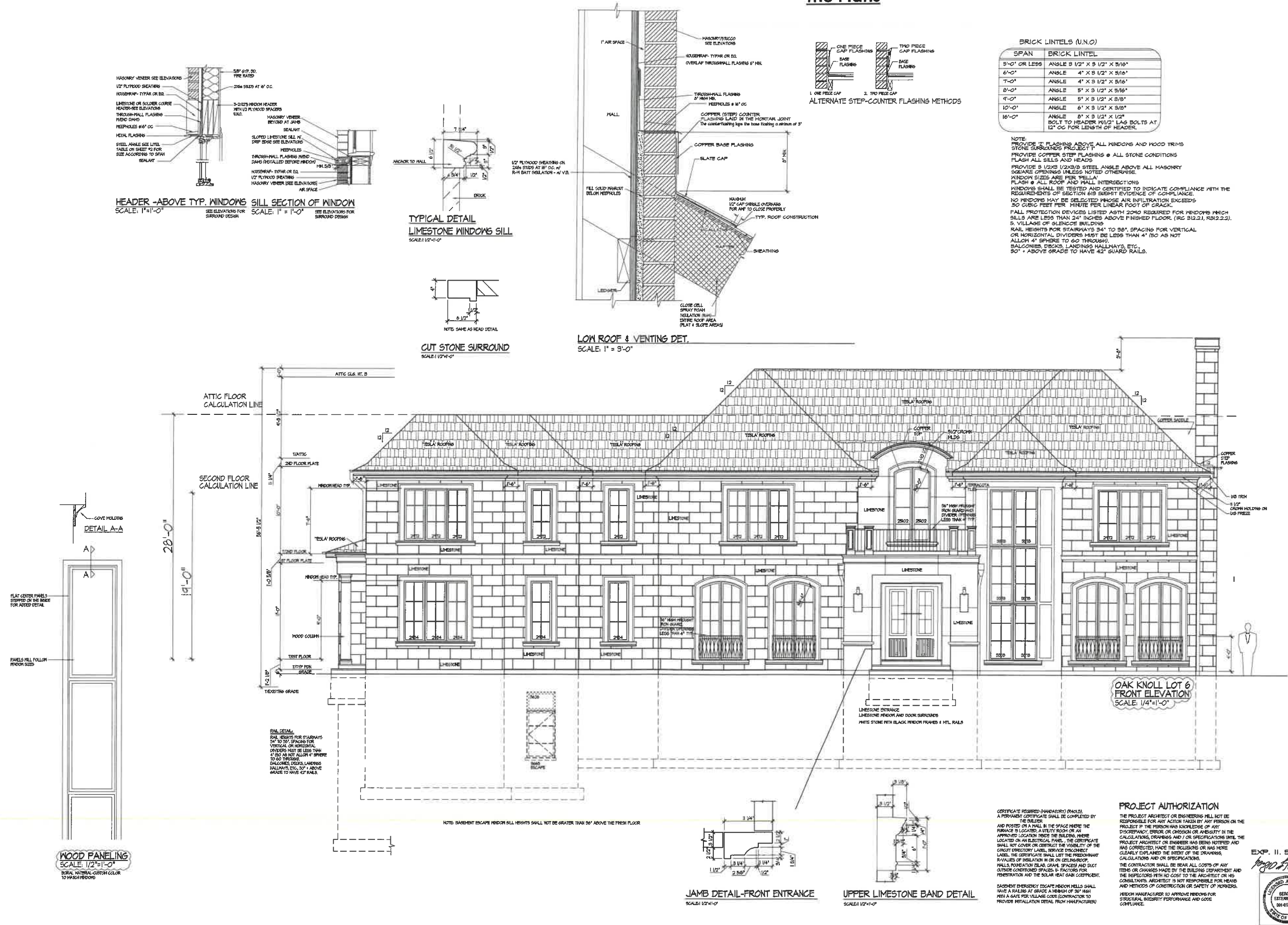
P.I.N. 16-07-301-117

Commonly known as: 1415 Oak Knoll Drive



GROUP EXHIBIT B

The Plans



Copyright 2022 SEE & Associates Inc.
INTERIOR DESIGNER ENVIRONMENTAL DESIGN GROUP
ARCHITECTS (DESIGN FIRM REGISTRATION #184-001-198)
INTERIOR DESIGNER (DESIGN FIRM REGISTRATION #184-001-198)
805 W. BERRY ST. BIRMINGHAM, AL 35203 (205) 707-2574

RESIDENCE
LAKE FOREST, IL

VOITIK
OAKKNOLL DRIVE, LOT #6
LAKE FOREST, IL

MIZAY BUILDERS, LLC

847-456-1971

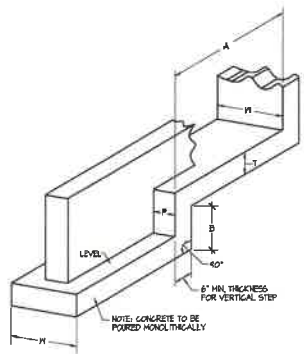
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02 08-05-21 CHANGED PER VILLAGE COUNCIL
03 11-03-21 CHANGED PER VILLAGE COUNCIL

Original: 01-29-21
Revised: 02-03-21
Issued for Permit: 02-03-21
Issued for Construction: 02-03-21

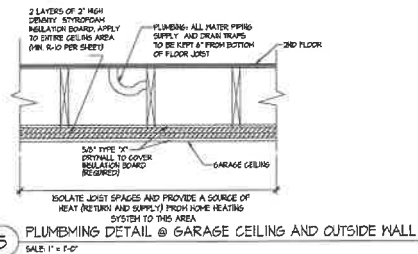
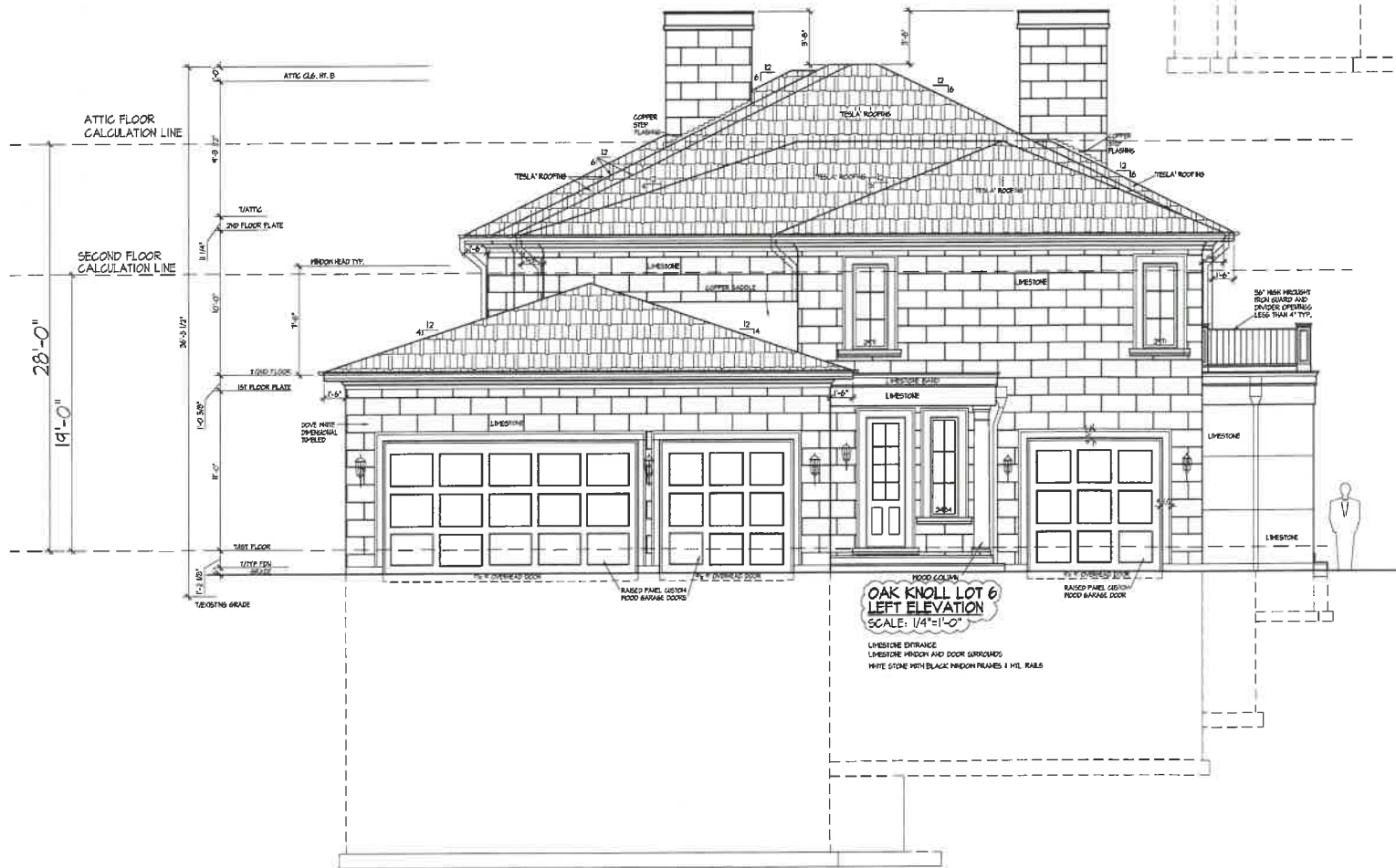
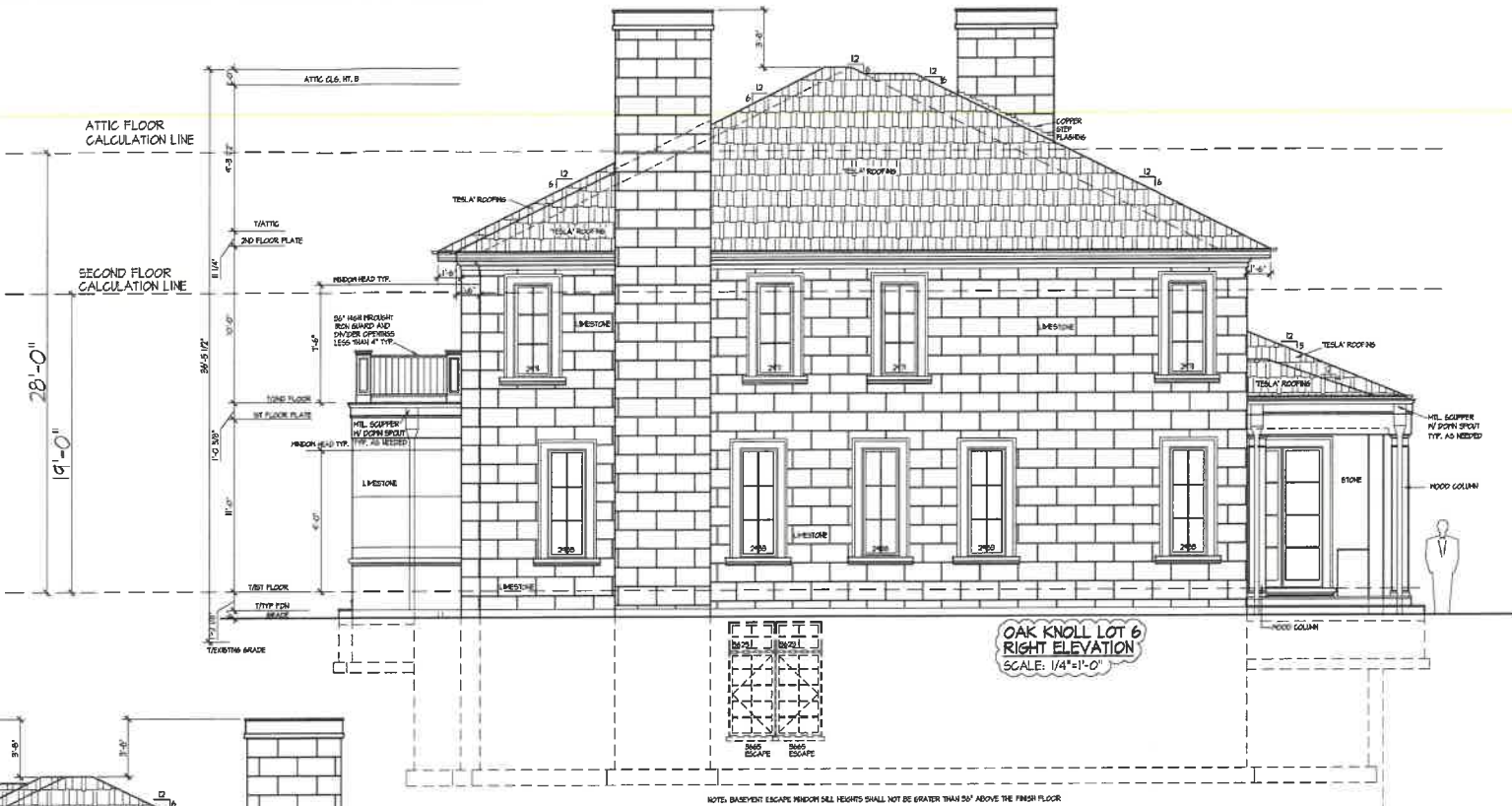
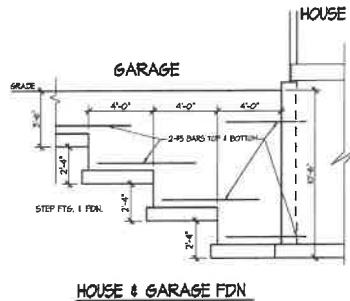
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GROUP EXHIBIT B

The Plans



A= HORIZONTAL STEP
B= VERTICAL STEP
T= FOOTING THICKNESS
N= MIDTH OF FOOTING
STEP (B) SHOULD NOT EXCEED 3/4 OF STEP (A)



Copyright, 2021 by S&S & Associates, Inc.
INTERIOR DESIGNER: S&S & ASSOCIATES, INC.
ARCHITECT: S&S & ASSOCIATES, INC.
DESIGNER: S&S & ASSOCIATES, INC.
1000 N. HICKORY ST., BIRMINGHAM, AL 35203
205.933.7774

VOITIK
OAKKNOLL DRIVE, LOT 46
LAKE FOREST, IL
LAKE FOREST, IL
647-450-1471
MIZAY BUILDERS, LLC

1	12-20-22	12-20-22	12-20-22	12-20-22
2	12-20-22	12-20-22	12-20-22	12-20-22
3	12-20-22	12-20-22	12-20-22	12-20-22
4	12-20-22	12-20-22	12-20-22	12-20-22

Original
12-20-22

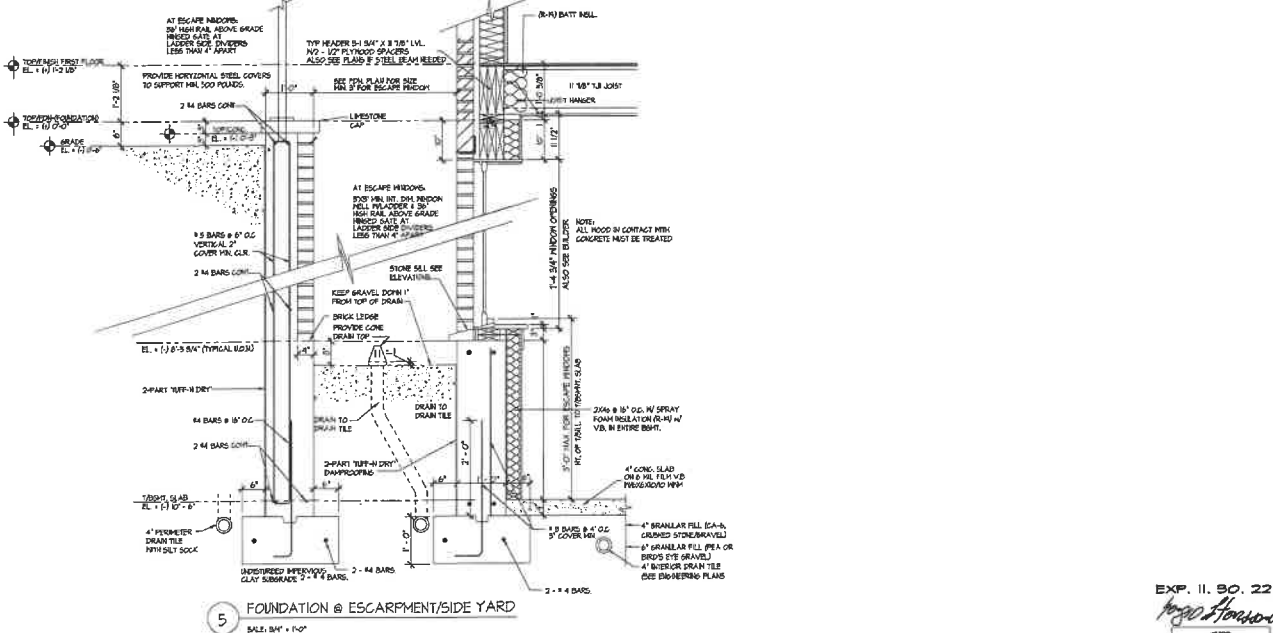
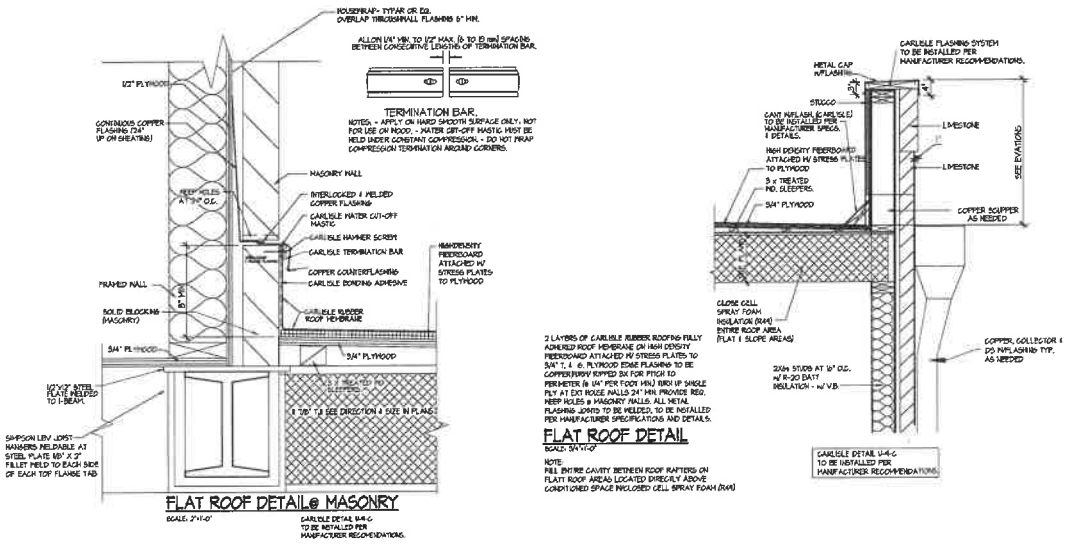
Issued for Permit
Issued for Cost

Sheet No:
3

EXP. 11.30.22



The Plans



Copyright, 2022 & hereinafter, by:
VOITK ARCHITECTS
1000 N. WILSON ST. SUITE 100
LAKE FOREST, IL 60045
TEL: 847.456.1471
WWW.VOITKARCHITECTS.COM

RESIDENCE
LAKE FOREST, IL

VOITK
OAKKNOLL DRIVE, LOT #6
LAKE FOREST, IL

847-456-1471
LAKE FOREST, IL
MIZAY BUILDERS, LLC

1	FOUNDATION	2	FOUNDATION	3	FOUNDATION	4	FOUNDATION
5	FOUNDATION	6	FOUNDATION	7	FOUNDATION	8	FOUNDATION
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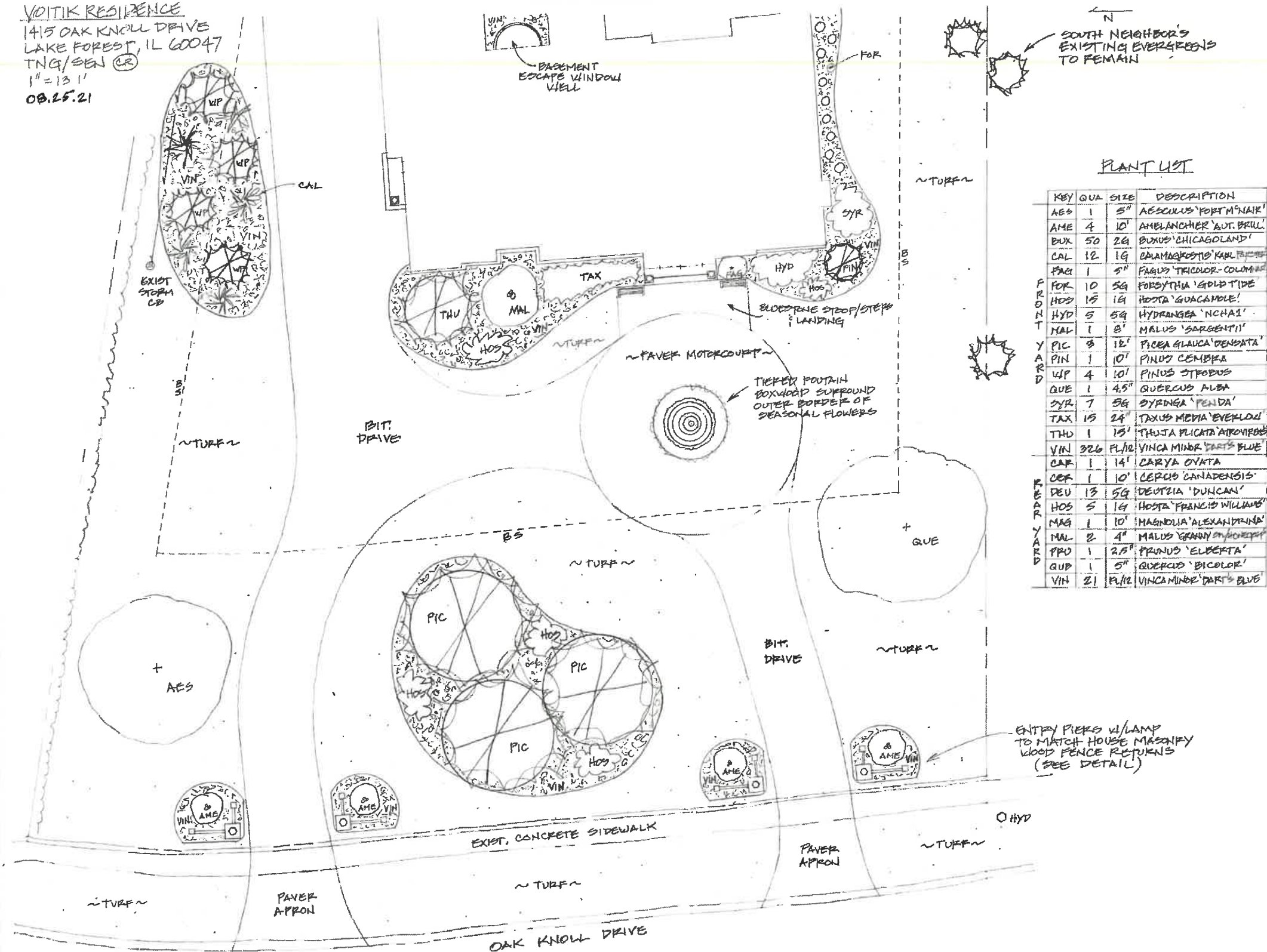
EXP. 11.30.22

Sheet No:

4

The Plans

VOITIK RESIDENCE
1415 OAK KNOLL DRIVE
LAKE FOREST, IL 60047
TNG/SEN (CR)
1" = 13 1'
08.25.21

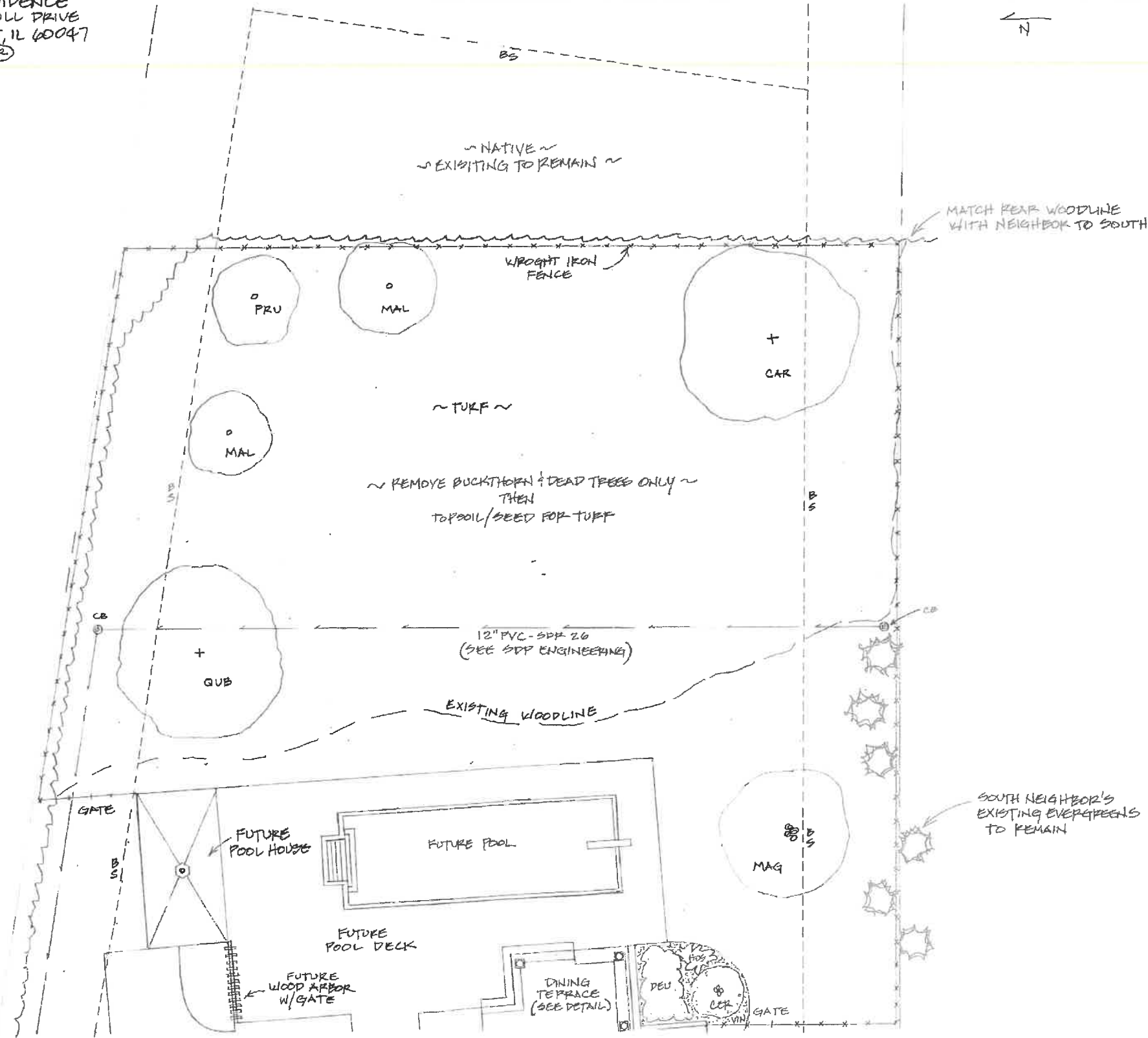


GROUP EXHIBIT B

The Plans

PRELIMINARY LANDSCAPE PLAN - EAST (REAR)

VOITIK RESIDENCE
1415 OAK KNOLL DRIVE
LAKE FOREST, IL 60047
TNG/SEN (CR)
1" = 13.1'
DB. 25.21





March 19, 2021

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

Dear Mayor Pandaleon:

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

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

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



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

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

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

Sincerely yours,

Barbra Schumann
President of the Board of Trustees
The Ragdale Foundation

LOAN AGREEMENT

Dated as of _____, 2022

This Agreement is between **THE RAGDALE FOUNDATION**, an Illinois not-for-profit corporation ("Borrower"), and **THE CITY OF LAKE FOREST**, a municipal corporation chartered under the laws Illinois State Legislature in 1861 and 1869 and operating under the home-rule provisions of Article VII, Section 6 of the Illinois Constitution ("Lender"), with its City Hall at 220 East Deerpath Road, Lake Forest, Illinois 60045.

SECTION 1. LOAN

SECTION 1.1. LOAN. Subject to the terms and conditions of this Agreement, Lender agrees to make loans to Borrower (collectively, the "Loan") from time to time beginning on _____, 2022 (the "Commencement Date") in advances as set forth herein in an aggregate amount not to exceed a total loan amount of \$1,500,000.00 (the "Commitment") for the implementation of the improvement plan for the Ragdale Campus generally described on Exhibit A (the "Project") and for other capital expenditures for the Ragdale Campus. Borrower may make draws on the Loan for a period of three years from the Commencement Date, unless extended by the Corporate Authorities of the Lender ("Borrowing Term"). Borrower may draw moneys from the Loan on a monthly basis during the Borrowing Term, in accordance with the terms and conditions contained in this Agreement, including without limitation Section 1.3.

SECTION 1.2. PROMISSORY NOTE. The Loan, and any advances of the Loan, shall be evidenced by a promissory note (the "Note"), substantially in the form of Exhibit B, with appropriate insertions, dated the date hereof, payable to the order of Lender and in the original principal amount of the Commitment. Lender may at any time and from time to time at Lender's sole option attach a schedule (grid) to the Note and endorse thereon notations with respect to each advance of the Loan specifying the date and principal amount thereof, the interest rate (which shall be the Loan Rate), and the date and amount of each payment of principal and interest made by Borrower with respect to the Loan. Upon request, Lender shall provide Borrower with a copy of such grid, if any. Lender's endorsements as well as its records relating to the Loan shall be rebuttably presumptive evidence of the outstanding principal and interest on the Loan, and, in the event of inconsistency, Lender's records shall prevail over any records of Borrower and any written confirmations of the amount of the Loan given by Borrower. The principal of the Note and all interest due thereon shall be payable in accordance with the terms of this Agreement, but in no event later than eight years after the Commencement Date .

SECTION 1.3. BORROWING PROCEDURE. Whenever Borrower desires to draw moneys under this Agreement, but not more often than once per month during the Borrowing Term and in five or fewer increments of no less than \$200,000.00 each increment, it shall deliver to Lender a written request to draw a specific amount signed by two persons authorized to act on behalf of Borrower. Lender shall make funds available to Borrower not later than 30 days after any such request is made.

SECTION 2. INTEREST AND FEES

SECTION 2.1. INTEREST RATE. Borrower agrees to pay interest on the unpaid principal amount of the Loan from time to time outstanding hereunder at a rate of 2.0% (the "Loan Rate").

SECTION 2.2. INTEREST PAYMENT DATES. Interest due on the Loan shall be payable quarterly on December 15, March 15, June 15, and September 15, commencing on the quarterly date immediately following the first draw on the Loan. Such interest will be for the accumulated interest on outstanding amounts through March 1 for any interest payment date of March 15, through June 1 for any interest payment date of June 15, through September 1 for any interest payment date of September 15, and through December 1 for any interest payment date of December 15. The Lender will issue invoices to the Borrower at least ten (10) days before any interest payment date, but Lender's failure to issue such invoices shall not affect Borrower's obligation to pay outstanding interest due or the time within which such interest payment is due.

SECTION 2.3. BASIS OF COMPUTATION. Interest shall be computed for the actual number of days elapsed on the basis of a year consisting of 365 days, including the date any disbursement of the Loan is made and excluding the date the Loan or any portion thereof is paid or prepaid. Interest will accrue only on the outstanding amounts of the Loan.

SECTION 3. PAYMENTS AND PREPAYMENTS

SECTION 3.1. PRINCIPAL PAYMENTS. Principal payments on the Loan must be made in five annual installments each equal to one-fifth (1/5) of the outstanding principal balance of the Loan at the expiration of the Borrowing Term. The first principal payment will be due on or before March 15th following the earlier of (i) the date that Borrower receives the final draw on the Loan or (ii) the expiration of the Borrowing Term, and subsequent Principal payments will be due annually on or before each March 15th thereafter until the entire amount of the Loan is paid in full. Final payment of all principal on the Loan, as well as any outstanding interest or other amounts on the Loan, shall be due no later than (a) five years from the date that Borrower receives its final draw on the Loan, if Borrower draws the entire Loan amount, or (b) eight years from the Commencement Date, if Borrower does not draw the entire Loan amount.

SECTION 3.2. PREPAYMENTS. Borrower may prepay the principal and any outstanding interest on the Loan, in whole or in part, at any time without penalty or premium.

SECTION 3.3. LATE PAYMENTS. In the event that the Borrower fails to deliver payment to the Lender on any interest payment date or principal within ten (10) days of the payment date therefor, other than repayment of the principal of the Loan upon maturity or acceleration, the Borrower will be required to pay the Lender a fee charge of ONE HUNDRED and NO/100 UNITED STATES DOLLARS (\$100.00) per each ten (10) day period such payment is late.

SECTION 3.4. NONPAYMENT. In the event that the Borrower fails to make a payment in full within ninety (90) days after any interest payment date or principal payment date, the full amount of the principal and interest on the Loan (as well as any outstanding late charges) will, at the Lender's option, become immediately due and payable, and the Lender may demand immediate payment for all outstanding amounts from the Pledged Amounts (as hereinafter defined). In the event that the Pledged Amounts are insufficient to repay all outstanding amounts, the balance will

remain an obligation of the Borrower and will accumulate interest at a rate of 150% of the Loan Rate.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce Lender to make the Loan and each advance thereof, Borrower represents and warrants to Lender that:

SECTION 4.1. ORGANIZATION. Borrower is a not-for-profit corporation organized under the laws of the State of Illinois.

SECTION 4.2. AUTHORIZATION: NO CONFLICT. The execution, delivery and performance of this Agreement; the Note, and all related documents and instruments: (a) are within Borrower's powers; (b) have been authorized by all necessary corporate action; (c) do not and will not contravene or conflict with any provision of law or charter or by-laws of Borrower or any agreement affecting Borrower or its property; and (d) have been executed by duly authorized representatives of Borrower.

SECTION 4.3. FINANCIAL STATEMENTS. Borrower has supplied and will continue to supply to Lender copies of Borrower's audited financial statements on an annual basis. Such statements that have been furnished to Lender have been prepared in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding fiscal year and fairly present the financial condition of Borrower as at such dates and the results of their operations for the respective periods then ended. Since the date of those financial statements, no material, adverse change in the business, condition, properties, assets, operations, or prospects of Borrower has occurred of which Lender has not been advised in writing before this Agreement was signed.

SECTION 4.4. EXISTENCE, MERGERS, ETC. Borrower shall preserve and maintain its corporate existence and will not liquidate, dissolve, or merge, or consolidate with or into any other entity, or sell, lease, transfer, or otherwise dispose of all or a substantial part of its assets other than in the ordinary course of business as now conducted.

SECTION 4.5. REPORTS, CERTIFICATES AND OTHER INFORMATION. Borrower shall furnish (or cause to be furnished) to Lender:

(a) **Interim Reports.** Within forty-five (45) days after the end of each quarter of each fiscal year of Borrower: (i) a copy of the statements for the Pledged Amounts (as hereinafter defined), (ii) a copy of an unaudited financial statement of the Borrower's general fund prepared on a budget-to-actual basis, signed by an authorized officer of Borrower and consisting of at least: (I) a balance sheet as at the close of such quarter; and (II) a source and application of funds for such quarter and for the period from the beginning of such fiscal year to the close of such quarter and (iii) a report of the Borrower's fundraising pledge commitments.

(b) **Comprehensive Annual Financial Report.** Within one hundred eighty (180) days after the end of each fiscal year, a copy of the comprehensive annual financial report prepared in conformity with generally accepted accounting principles applied on a basis consistent with the financial statements of Borrower referred to in Section 4.5(a) above, duly certified by independent certified

public accountants of recognized standing satisfactory to Lender, accompanied by an opinion without significant qualification.

SECTION 4.6. USE OF PROCEEDS. The proceeds of the Loan shall be used to provide funds for the implementation of the Project and for other capital expenditures for the Ragdale Campus. All contracts utilizing proceeds from the Loan for performing work on the Project shall be subject to the Illinois Prevailing Wage Act, 820 ILCS 130. Borrower shall be required to comply fully with the Prevailing Wage Act and prepare, deliver, and retain all records required thereunder.

SECTION 4.7. COMPLIANCE WITH LAW. The Project shall be conducted pursuant to all appropriate permits and in accordance with The City of Lake Forest City Code, ordinances, regulations, and procedures, as well as all applicable laws and regulations of other governmental authorities. The Lender agrees to waive all building inspection and permit fees in connection with the Project.

SECTION 4.8. INSURANCE. Borrower has secured and will maintain all insurance it is required to secure and maintain with respect to the Ragdale Campus and the Project in accordance with the Operating Agreement and Restated and Amended Agreement Relating to the Ragdale Properties between the Lender and Borrower, as those Agreements may be amended from time-to-time (collectively, the "Ragdale Agreements"). Borrower represents that during any periods in which construction is being conducted on the Ragdale Campus it will secure and maintain (all at no cost to Lender) builder's risk insurance coverage in an amount not less than [\$2,000,000], which policy shall name the Lender as an additional insured under such policy. Borrower must provide a certificate of insurance to the Lender prior to commencement of any construction project on the Ragdale Campus.

SECTION 5. CONDITIONS OF LENDING

SECTION 5.1. DOCUMENTATION; SECURITY; REPRESENTATIONS; NO DEFAULT.

The obligation of Lender to make the Loan or any advance thereof is subject to the following conditions precedent:

(a) **Initial Documentation.** Lender shall have received all of the following promptly upon the execution and delivery hereof, each duly executed and dated the date hereof, in form and substance satisfactory to Lender and its counsel, at the expense of Borrower, and in such number of signed counterparts as Lender may request (except for the Note, of which only the original shall be signed):

- (i) **Note.** The Note in the form of Exhibit B, with appropriate insertions;
- (ii) **Certificate of No Default.** A certificate signed by an appropriate officer or the Executive Director of Borrower to the effect that: (A) no Event of Default has occurred and is continuing or will result from the making of any draw under the Loan; and (B) the representations and warranties of Borrower contained herein are true and correct as at the date of each draw under the Loan as though made on that date; and

- (iii) Miscellaneous. Such other documents and certificates as Lender may reasonably request, provided that such documents and certificates are consistent with the terms of this Agreement.

(b) Loan Security. As security on the Loan and as a condition to the first draw under the Loan, the Borrower shall pledge the Pledged Amounts (as hereinafter defined) from the Borrower's funds held by Chicago Community Trust in Borrower's investment account (the "Pledged Account").

(i) For so long as the Loan is outstanding, the Pledged Amounts (1) except as approved by Lender in its sole discretion, may be used for no other purpose than as security for the Loan, and (2) must be evidenced by a letter signed by an authorized agent in substantially the form as attached in Exhibit C and approved by the Lender's attorney. The Lender acknowledges receipt of the signed letter in the form of Exhibit C.

(ii) In the event of nonpayment as described in Section 3.4 above, the Lender will seek recovery of the outstanding amounts first from funds raised by the Borrower for the Project (fundraising), then from the Pledged Amounts for any remainder balance.

(iii) For the sake of clarity, it is acknowledged and agreed that funds in the Pledged Account in excess of the Pledged Amounts shall not be security for the Loan or subject to Lender's security interest or control.

The "Pledged Amounts" shall mean, on the date of any determination, the lesser of (a) \$1,000,000 (subject to fluctuations in such principal amount from time to time as a result of the investment of such funds as permitted by the documentation governing the Pledged Account), or (b) the outstanding principal balance of the Loan.

Lender acknowledges and agrees that Borrower shall be entitled to receive and to use the quarterly (or more frequent) dividends or other distributions made by the Chicago Community Trust to Borrower on behalf of Borrower's investments, so long as such dividends or distributions are not returns of the principal of Borrower's investment reducing the balance of the Pledged Account below the required Pledged Amounts.

(c) Representations and Warranties True. At the date of each advance of the Loan, Borrower's representations and warranties set forth herein shall be true and correct as of such date as though made on such date.

(d) No Default. At the time advance of the Loan, and immediately after giving effect to each such advance of the Loan, no Event of Default shall have occurred and be continuing, nor would an Event of Default result from the making of such advance of the Loan.

SECTION 5.2. AUTOMATIC UPDATE OF REPRESENTATIONS AND WARRANTIES AND NO DEFAULT CERTIFICATE; CERTIFICATE AT LENDER'S OPTION. The request by Borrower for any advance of the Loan shall be deemed a representation and warranty by Borrower that the statements in subsections (c), and (d) of Section 5.1 are true and correct on and as of the date of such Loan advance. Upon receipt of each request to fund an advance of the Loan, Lender in its sole discretion shall have the right to request that Borrower provide to Lender, prior

to Lender's funding of such advance of the Loan, a certificate executed by an appropriate officer or the Executive Director of Borrower to such effect.

SECTION 6. DEFAULT

SECTION 6.1. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "Event of Default":

- (a) failure to pay within ninety (90) days of the due date therefor, any principal, interest or other amounts payable hereunder or under the Note;
- (b) failure of Borrower to perform any other covenant or obligation under this agreement, which failure is not cured within thirty (30) days after receipt of notice of such failure, provided, however, if such failure is capable of cure but cannot reasonably be cured within such thirty (30) day period, and provided Borrower shall have commenced to cure such failure within such thirty (30) day period and thereafter diligently proceeds to cure the same, such thirty (30) day period shall be extended for an additional thirty (30) days;
- (c) any event of default (after expiration of any applicable grace or cure period) shall occur or continue under any other instrument, document, note or agreement delivered to Lender in connection with this Agreement, or any such instrument, document, note or agreement shall not be, or shall cease to be, enforceable in accordance with its terms;
- (d) any representation, warranty, schedule, certificate, financial statement, report, notice, or other writing furnished by or on behalf of Borrower to Lender is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified;
- (e) any bankruptcy, insolvency, reorganization, arrangement, readjustment, liquidation, dissolution, or similar proceeding, domestic or foreign, is instituted by or against Borrower; or Borrower takes any steps toward, or to authorize, such a proceeding; or
- (f) Borrower becomes insolvent, generally fails or is unable to pay its debts as they mature, admits in writing its inability to pay its debts as they mature, makes a general assignment for the benefit of its creditors, enters into any composition or similar agreement, or suspends the transaction of all or a substantial portion of its usual business.

SECTION 6.2. DEFAULT REMEDIES.

- (a) Upon the occurrence and during the continuance of any Event of Default specified in Section 6.1 (a)-(d), Lender at its option may declare the Note (principal, interest and other amounts) and any other amounts owed to Lender pursuant to this Agreement or any documents delivered in conjunction with this Agreement immediately due and payable without notice or demand of any kind. Upon the occurrence of any Event of Default specified in Section 6.1 (e)-(f), the Note (principal, interest and other amounts) and any other amounts owed to Lender pursuant to this Agreement or any documents delivered in conjunction with this Agreement shall be immediately and automatically due and payable without action of any kind on the part of Lender. Upon the occurrence and during the continuance of any Event of Default, the Lender will seek recovery of the outstanding amounts pursuant to Section 5.1(b)(iii) above, and any obligation of Lender to make any additional advance of the Loan shall immediately and automatically terminate without

action of any kind on the part of Lender, and Lender may exercise any rights and remedies under this Agreement, the Note, any related document or instrument, and at law or in equity.

(b) Lender may, by written notice to Borrower, at any time and from time to time, waive any Event of Default, which shall be for such period and subject to such conditions as shall be specified in any such notice. In the case of any such waiver, Lender and Borrower shall be restored to their former position and rights hereunder, and any Event of Default so waived shall be deemed to be cured and not continuing; but no such waiver shall extend to or impair any subsequent or other Event of Default. No failure to exercise, and no delay in exercising, on the part of Lender of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of Lender herein provided are cumulative and not exclusive of any rights or remedies provided by law.

SECTION 7. PAYMENTS, ETC.

All payments hereunder shall be made in immediately available funds, and shall be applied first to late charges, then to accrued interest, and then to principal; however, if an Event of Default occurs, Lender may, in its sole discretion, and in such order as it may choose, apply any payment to interest, principal and/or lawful charges and expenses then accrued. Borrower shall receive credit on payments received after clearance through normal banking channels. All payments shall be made without deduction for or on account of any present or future taxes, duties or other charges levied or imposed on this Agreement, the Note, the Loan or the proceeds, Lender or Borrower by any government or political subdivision thereof. Borrower shall upon request of Lender pay all such taxes, duties or other charges in addition to principal and interest, including without limitation all documentary stamp and intangible taxes, but excluding income taxes based solely on Lender's income.

SECTION 8. SETOFF

At any time after an Event of Default shall have occurred and be continuing, and without notice of any kind, any account, deposit or other indebtedness owing by Lender to Borrower, and any securities (including, but not limited to, those identified in Section 5.1(b) above) or other property of Borrower delivered to or left in the possession of Lender or its nominee or bailee, may be set off against and applied in payment of any obligation hereunder, whether due or not.

SECTION 9. NOTICES

Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (a) if hand delivered, when delivered; (b) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three (3) business days after mailing; (c) if by any reliable overnight courier service, on the next business day after delivered to such courier service; or (d) if by email on the day of transmission if before 3:00 p.m. (Chicago time) on a business day so long as copy is sent on the same day by overnight courier in each case to the address set forth on the signature page hereof.

SECTION 10. AMENDMENT

This Agreement may be amended or supplemented at any time only by written instrument duly executed by Lender and Borrower.

SECTION 11. MISCELLANEOUS

This Agreement and any document or instrument executed in connection herewith shall be governed by and construed in accordance with the internal law of the State of Illinois, and shall be deemed to have been executed in the State of Illinois. Unless the context requires otherwise, wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the other. Captions herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof; references herein to Sections or provisions without reference to the document in which they are contained are references to this Agreement. This Agreement shall bind Borrower, its successors and assigns, and shall inure to the benefit of Lender, its successors and assigns, except that Borrower may not transfer or assign any of its rights or interest hereunder without the prior written consent of Lender. Borrower agrees to pay upon demand all actual and reasonable out-of-pocket expenses (including without limitation attorneys' fees, legal costs and expenses, and time charges of attorneys who may be employees of Lender, in each case whether in or out of court, in original or appellate proceedings or in bankruptcy) incurred or paid by Lender or any holder of the Note in connection with any enforcement or collection proceedings resulting from an Event of Default by Borrower under this Agreement. Except as otherwise specifically provided herein, Borrower expressly and irrevocably waives presentment, protest, demand and notice of any kind in connection herewith.

SECTION 12. WAIVER OF JURY TRIAL, ETC.

BORROWER HEREBY IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION HEREWITH SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN OR JURISDICTION OVER LAKE COUNTY, ILLINOIS. BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED IN OR HAVING JURISDICTION OVER SUCH COUNTY, AND HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO REQUEST OR DEMAND TRIAL BY JURY, TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT BY LENDER IN ACCORDANCE WITH THIS PARAGRAPH, OR TO CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(signature page follows)

THE CITY OF LAKE FOREST

By:

Title:

Address for notices:

City of Lake Forest

800 N. Field Drive

Lake Forest, Illinois 60045

Attn: Finance Director

THE RAGDALE FOUNDATION

By:

Title:

Address for notices:

Ragdale Foundation

1260 North Green Bay Road

Lake Forest, Illinois 60045

Attn: Executive Director

EXHIBIT A

Project

1. Improvements to the "Hart-Lansing" property, including but not limited to the residence, the "McCutcheon Studio," "Wogden," and other aspects of the real property.
2. Improvements to the "Barn House."
3. Improvements to accessibility on the Ragdale Campus, including but not limited to pathways and improvements to buildings.
4. Improvements to, and rebuilding of, the historic "Shaw Garden."

Funds used for the above projects will include design and construction costs, and all other customary expenses incurred in the development of and improvements to the Ragdale campus.

EXHIBIT B
Promissory Note

NOTE

\$1,500,000.00

_____, 2022

FOR VALUE RECEIVED, on or before _____, 2030, **THE RAGDALE FOUNDATION**, an Illinois not-for-profit corporation ("Borrower"), promises to pay to the order of **THE CITY OF LAKE FOREST**, a municipal corporation formed under the laws of the State of Illinois and operating under the home-rule provisions of Article VII, Section 6 of the Illinois Constitution (hereafter, together with any subsequent holder hereof, called "Lender"), at its main office at 220 E. Deerpath, Lake Forest, Illinois 60045, or at such other place as Lender may direct, the aggregate unpaid principal balance of each advance (a "Loan" and collectively the "Loans") made by Lender to Borrower hereunder. The total principal amount of Loans outstanding at any one time hereunder shall not exceed ONE MILLION FIVE HUNDRED THOUSAND UNITED STATES DOLLARS (\$1,500,000.00).

Lender is hereby authorized by Borrower at any time and from time to time at Lender's sole option to attach a schedule (grid) to this Note and to endorse thereon notations with respect to each Loan specifying the date and principal amount thereof, and the date and amount of each payment of principal and interest made by Borrower with respect to each such Loan. Lender's endorsements as well as its records relating to Loans shall be rebuttably presumptive evidence of the outstanding principal and interest on the Loans, and, in the event of inconsistency, Lender's records shall prevail over any records of Borrower and any written confirmations of Loans given by Borrower.

Borrower agrees to pay interest on the unpaid principal amount from time to time outstanding hereunder on the dates and at the rate or rates as set forth in the Loan Agreement (as hereinafter defined), as well as any and all other amounts due as provided in the Loan Agreement.

Payments of both principal and interest are to be made in immediately available funds in lawful money of the United States of America.

This Note evidences indebtedness incurred under a Loan Agreement dated as of the date hereof executed by and between Borrower and Lender (and, if amended, restated or replaced, all amendments, restatements and replacements thereto or therefor, if any) (the "Loan Agreement"), to which Loan Agreement reference is hereby made for a statement of its terms and provisions, including without limitation those under which this Note may be paid prior to its due date or have its due date accelerated.

This Note and any document or instrument executed in connection herewith shall be governed by and construed in accordance with the internal law of the State of Illinois, and shall be deemed to have been executed in the State of Illinois. Unless the context requires otherwise, wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the other. Captions herein are for convenience of reference only and shall not

define or limit any of the terms or provisions hereof; references herein to Sections or provisions without reference to the document in which they are contained are references to this Note. This Note shall bind Borrower, its successors and assigns, and shall inure to the benefit of Lender, its successors and assigns, except that Borrower may not transfer or assign any of its rights or interest hereunder without the prior written consent of Lender. Borrower agrees to pay upon demand all actual and reasonable out-of-pocket expenses (including without limitation attorneys' fees, legal costs and expenses, and time charges of attorneys who may be employees of Lender, in each case whether in or out of court, in original or appellate proceedings or in bankruptcy) incurred or paid by Lender or any holder of this Note in connection with any enforcement or collection proceedings resulting from an Event of Default by Borrower under this Note. Borrower expressly and irrevocably waives presentment, protest, demand and notice of any kind in connection herewith.

THE RAGDALE FOUNDATION

By:

Title:

EXHIBIT C

Pledged Amounts Pledge Letter

THE CITY OF LAKE FOREST

ORDINANCE NO. 2022 – _____

AN ORDINANCE AMENDING VARIOUS PROVISIONS OF THE LAKE FOREST CITY CODE TO REGULATE MOBILE FOOD AND BEVERAGE VENDORS

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

WHEREAS, The City currently regulates food and beverage sale operations in the City pursuant to various provisions of the City Code; and

WHEREAS, certain provisions of the City Code restrict, and in some cases, prohibit the operation of mobile food and beverage sale operations in certain places in the City; and

WHEREAS, some residents and business owners have encouraged the City to allow mobile food and beverage vendors to operate with some limitations in the City; and

WHEREAS, in 2021, the City Council passed an ordinance to amend the City Code to allow limited mobile food and beverage vendors to operate in the City, but that ordinance and the corresponding City Code amendments expired on December 31, 2021; and

WHEREAS, the Mayor and City Council have determined that amending the City Code to continue to allow limited mobile food and beverage vendors to operate in the City 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 113.21 of the City Code. Section 113.21, titled “Permits and Licenses,” of the City Code is hereby amended to add a new Subsection (G),

titled “Mobile Food and Beverage Vendors,” which new Subsection shall read as follows (added text is shown as double-underlined and deleted text is shown as ~~stricken~~):

“§ 113.21 PERMITS AND LICENSES.

(G) This section does not apply to the permitting, licensing, and regulation of mobile food and beverage vendors which are regulated by sections 120.01 through 120.03 of this code.”

SECTION THREE: Amendment to Chapter 117.05 of the City Code. Section 117.05, titled “Sales from Vehicles,” of the City Code is hereby amended as follows (added text is shown as double-underlined and deleted text is shown as ~~stricken~~):

“§ 117.05 SALES FROM VEHICLES.

It shall be unlawful to sell or offer for sale any goods, wares, merchandise or 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, except as expressly permitted by sections 120.01 through 120.03 of this code.”

SECTION FOUR: Amendment to Chapter 117.20 of the City Code. Subsection (A) of Section 117.20, titled “Transient Merchants and Itinerant Vendors,” of the City Code is hereby amended as follows (added text is shown as double-underlined and deleted text is shown as ~~stricken~~):

“§ 117.20 TRANSIENT MERCHANTS AND ITINERANT VENDORS.

(A) For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ITINERANT VENDOR. Any person who transports tangible personal property for retail sale within the city who does not maintain in the city an established office, distribution house, sales house, warehouse, service center or residence from which such business is conducted. However, this act does not apply to any person who delivers tangible personal property within the city who is fulfilling an order for such property which was solicited or placed by mail or other means. This subchapter does not apply to any person holding a valid license issued by a county or municipality to engage in retail sales. **This subchapter also does not apply to a mobile food and beverage vendors permitted by sections 120.01 through 120.03 of this code.**

PERSON. Any individual, corporation, partnership, trust, firm, association or other entity.

TRANSIENT MERCHANT. Any person who is engaged temporarily in the retail sale of goods, wares or merchandise in the city and who, for the purpose of conducting such business, occupies any building, room, vehicle, structure of any kind or vacant lot. However, this subchapter does not apply to any person selling goods, wares or merchandise which are raised, produced or manufactured by him or her, to any person selling vegetables, fruit or perishable farm products at an established city or village market, to any person operating a store or refreshment stand at a resort, to any person operating a stand or booth on or adjacent to property owned by him or her or upon which he or she resides, or to any person operating a stand or booth at a state or county fair. This subchapter does not apply to any person holding a valid license issued by a county or municipality to engage in retail sales. **This subchapter also does not apply to mobile food and beverage vendors permitted by sections 120.01 through 120.03 of this code.**

* * *

SECTION FIVE: Amendment to Title XI of the City Code. Title XI, titled “Business Regulations,” of the City Code is hereby amended to add new Sections 120.01 through 120.03, titled “Food Trucks,” which new Sections shall be and read as follows:

MOBILE FOOD AND BEVERAGE VENDORS

§ 120.01 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Mobile Food and Beverage Vendors. Businesses operating out of a motorized vehicle or nonmotorized cart offering food and beverage services. For businesses with an established brick and mortar location in the City, food and beverage service offered at a distance of 20 feet or more from the established brick and mortar location shall be considered mobile vendors.

Mobile food and beverage services. Preparing and serving meals, snacks and beverages for immediate consumption from motorized vehicles or nonmotorized carts, such as hot dog carts, ice cream trucks, mobile food concession stands, food trucks, mobile refreshment stands, mobile food carts, or mobile snack stands. Mobile food services do not include charitable organizations distributing food to those in need; and persons engaged in the door-to-door delivery of previously prepared food or beverages to customers who have placed an order for such items.

§ 120.02 PERMIT AND FEE REQUIRED.

A permit is required to operate as a mobile food and beverage vendor in the City. Applicants must submit a complete application to the Community Development Department. The application must be in the form required by the City and must be accompanied by the application fee in the amount set forth in the City's fee schedule. The application and the proposed food and vendor operations must comply with the City's administrative mobile food and beverage truck policy, a copy of which is on file with the Community Development Department and the City Manager's office.

§ 120.03 MOBILE FOOD AND BEVERAGE OPERATIONS.

The operation of mobile food and beverage vendors must be in compliance with the City's administrative mobile food and beverage vendor policy. The number of permitted food trucks operating at any given time in the City may be restricted by the City's administrative mobile food and beverage vendor policy. Mobile food and beverage vendors will only be allowed to operate in the City in conjunction with Special Community Events authorized and approved by the City which restrictions are within the City Manager's authority. The City Manager has the authority to impose other conditions on the approved permit, including regulations relating to trash collection and disposal, noise control, signage, vehicular and pedestrian traffic protection, among other conditions. All mobile food and beverage vendors operating in the City must comply with all applicable health codes, including but not limited to state and county health department requirements for mobile food and beverage vendor operations."

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

Passed this ____ day of _____, 2022.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this __ day of _____, 2022.

Mayor

ATTEST:

City Clerk

THE CITY OF LAKE FOREST

ORDINANCE NO. 2022 - _____

**AN ORDINANCE ADOPTING NEW FEES RELATED TO PERMITTING
MOBILE FOOD AND BEVERAGE VENDORS**

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

WHEREAS, the City Council has determined that a process for permitting mobile food and beverage vendors, including trucks, trailers, and carts that distribute, sell or prepare food or beverages, is in the best interest of the public health, safety and welfare; and

WHEREAS, the City routinely charges an administrative processing fee for registering, permitting, licensing and inspecting various businesses, contractors and activities; and

WHEREAS, having done so, the Council hereby determines that it is necessary to establish new fees and charges to cover the cost of services provided to review applications, issue permits and conduct inspections of mobile food and beverage vendors operating within the City limits; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its residents to adopt this Ordinance;

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

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

SECTION TWO. **Approval of New Fees Related to Mobile Food and Beverage Vendors.** The City Council hereby approves the fees as set forth in Exhibit A, New Fees Related to Mobile Food and Beverage Vendors.

SECTION THREE: Effective Date of the New Fees Related to Mobile Food and Beverage Vendors. The fees and charges set forth in Exhibit A shall take effect upon passage of this Ordinance by the City Council.

SECTION FOUR: 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 _____, 2022

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this _____ day of _____, 2022

Mayor

ATTEST:

City Clerk

EXHIBIT A

New Fees Related to Mobile Food Vendors

- ❖ Mobile Food and Beverage Annual Permit Fee - \$100.00
- ❖ Mobile Food and Beverage Annual Permit Fee for Local Restaurants and Food Stores with a valid City of Lake Forest Health License – No Fee



Flavored Tobacco Policy Lake Forest City Council

Restricting the Sale of Flavored Tobacco Products, Including E-cigarettes and Menthol

Lake Forest High School and Lake County Health Department Collaboration



Engaging Youth for Positive Change

- Lake County Health Department staff partnered with Lake Forest High School to implement Engaging Youth for Positive Change the program:
 - Educates youth on local government
 - Helps identify problems in their community and strategies for change
 - Encourages youth to play an active role in their community



Why Prohibit the Sale of Flavored Tobacco Products

- Flavored tobacco products, including menthol and e-cigarettes, lead to youth initiation and nicotine addiction
- Flavored tobacco products, including e-cigarettes, negatively impact lung health
- Flavored tobacco products, particularly menthol, make it difficult to quit smoking
- Tobacco use continues to be a burden on the US economy



Youth Use Flavored Tobacco Products

- 63% of students who currently use e-cigarettes have used flavored e-cigarettes¹
- 54% of youth ages 12-17 years who smoke use menthol cigarettes²
 - That percentage is higher than the percentage of adults 18 and older who smoke menthol cigarettes.
- 61% of students who currently use hookah have used flavored hookah¹
- 64% of students who use cigars have used flavored cigars¹

1. Center for Disease Control and Prevention - <https://www.cdc.gov/tobacco/infographics/youth/pdfs/p0930-flavored-tobacco.pdf>

2. Center for Disease Control and Prevention - https://www.cdc.gov/tobacco/basic_information/tobacco_industry/menthol-cigarettes/index.html



Flavored Tobacco Products and Youth Initiation

- 81% of youth who reported ever using tobacco chose flavored tobacco as their first tobacco product
- 13.8% of middle and high schoolers reported using a flavored e-cigarette in the last 30 days.
- 72.7% of young adult tobacco users choose flavored products.
- Only 28% of adults over 65 reported using a flavored tobacco product



Menthol Use in E-Cigarettes

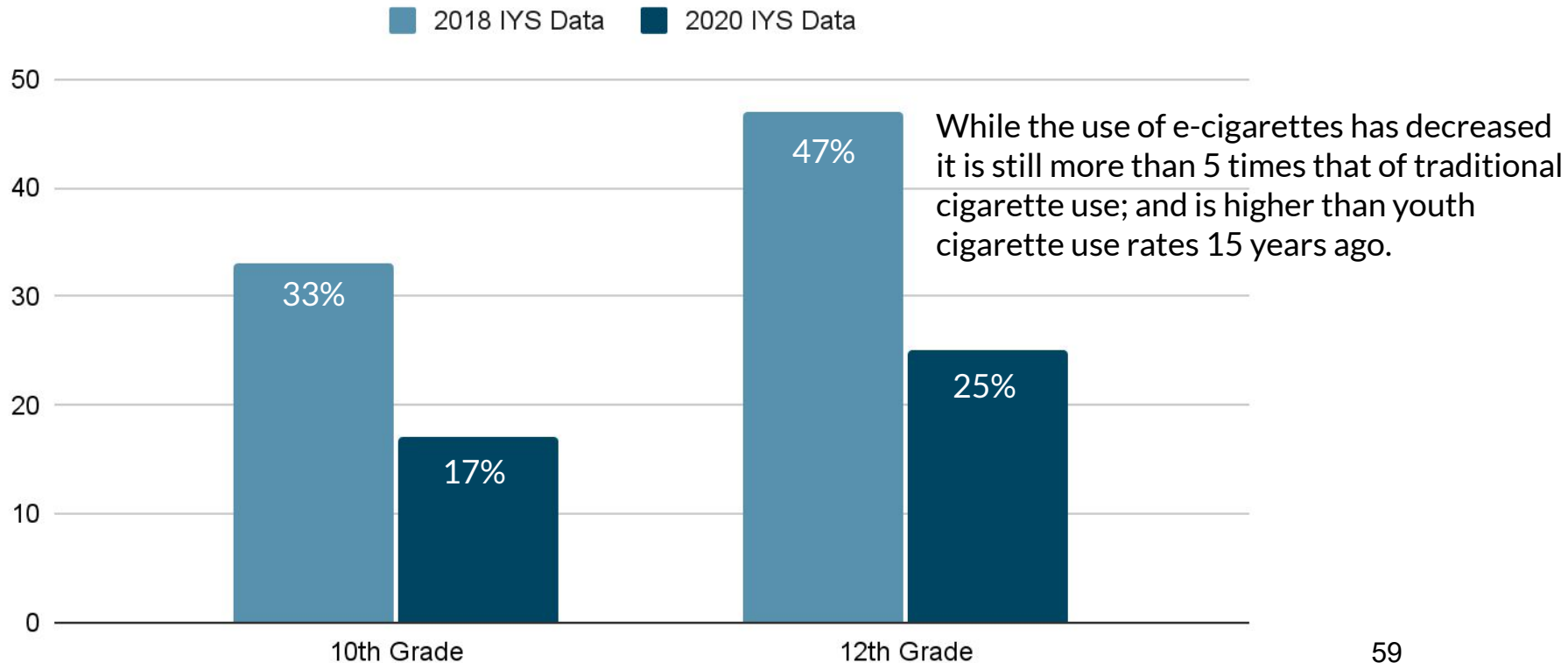
- Menthol helps users tolerate inhaled e-cigarette smoke.¹
- Flavorings have been said to be the main reason teens get into smoking.¹
- Menthol has been reported as the second most popular flavor of e-cigarettes among teens and young adults.¹
- After JUUL had certain flavors banned, mint and menthol usage went up 50%.²



Menthol and Nicotine Receptors in the Brain

- One study, from the California Institute of Technology, found that mice exposed to menthol developed more nicotinic receptors in the brain.¹
 - 78% increase in the portion of the brain that mediates addiction
 - Explains why quitting tobacco is more difficult for those individuals who smoke menthol cigarettes
- Another finding suggests that menthol amplifies nicotine-induced changes in the young brain's reward system that contribute to addictive behaviors.²
 - The brain is still developing until the age of 25

Illinois Youth Survey Data - 30 Day E-cigarette Use





Flavored Tobacco and Health Disparities

- The tobacco industry uses flavors, including menthol, to target at risk populations.
 - Youth
 - LGBTQ
 - African Americans
 - Those with mental illnesses
- These at risk populations use flavored tobacco products at a higher rate than other populations and experienced poorer health outcomes as a result.

Flavored Tobacco Products and the LGBTQ Community

- The LGBT population is among the hardest hit by tobacco in the United States. The truth initiative says that overall, sexual minorities are:
 - 1.5 to 2.5 times more likely to smoke cigarettes than heterosexual individuals¹
 - Targeted at an increased rate vs other minority groups
 - Tobacco companies advertise at Pride Festivals and other LGBT community events.
- LGBT individuals often have risk factors for smoking that include daily stress related to prejudice and stigma that they may face.
- The tobacco industry encourages menthol cigarette use among LGBT populations.
 - The CDC says that approximately 36% of LGBT smokers report smoking menthol cigarettes compared to 29% of heterosexual/straight smokers.²

1. The Truth Initiative - <https://truthinitiative.org/research-resources/targeted-communities/lgbt-history-month-why-are-smoking-rates-higher-lgbt>
2. Centers For Disease Control and Prevention -

<https://www.cdc.gov/tobacco/disparities/lgbt/index.htm#:~:text=Tobacco%20advertisements%20in%20gay%20and,normal%E2%80%9D%20part%20of%20LGBT%20life.&text=The%20tobacco%20industry%20encourages%20menthol%20cigarette%20use%20among%20LGBT%20populations.&text=Approximately%2036%25%20of%20LGBT%20smokers,%25%20of%20heterosexual%2Fstraight%20smokers>



Big Tobacco Targets African Americans

- Aggressive marketing of menthol cigarettes in African American neighborhoods increased the likelihood of smoking menthol cigarettes and reduced cessation efforts, which puts African Americans at higher risk of getting tobacco related disease
 - According to the Truth Initiative, tobacco-related diseases are still the number one cause of death in the African-American community.
- A higher percentage of black adults who currently smoke started by using menthol cigarettes (93%), compared to white adults who currently smoke (44%).
- Non-Hispanic black adults have the highest percentage of menthol cigarette use compared to other racial and ethnic groups.
- In 2014-2015, 76.8% of non-Hispanic black adults who smoked reported usually using menthol cigarettes, compared to 34.7% of Hispanic adults and 24.6% of white adults



Economic Burden of Tobacco

- Smoking-related illness in the United States costs more than \$300 billion each year
- Experts estimate that between 2009 and 2012, the annual societal costs attributable to smoking in the United States were between \$289 and \$332.5 billion
- \$5.6 billion dollars in lost productivity due to secondhand smoke exposure



Regulating the Sale of Flavored Tobacco Products

- Federal law allows state and local governments to regulate the sale of tobacco products, including flavored tobacco products and their component parts.
- In 2020 the FDA banned the sale of any flavored, cartridge-based ENDS product (other than a tobacco- or menthol-flavored ENDS products)
 - Disposable flavored ENDS products are still available
- Evidence of Flavor Bans: A study using data from the National Survey on Drug Use and Health found the flavored cigarette ban was associated with a 43% decline in smoking among youth ages 12 to 17 and a 27% decline in smoking among young adults ages 18 to 25.



Local Policies to Prohibit the Sale of Flavored Tobacco Products

- Chicago passed an ordinance prohibiting the sale of menthol and other flavored tobacco products within 500 feet of certain city schools, with the exception of retail tobacco stores dedicated primarily to the sale of tobacco products.
- On September 9, 2020, the City of Chicago passed an ordinance prohibiting the sale of flavored liquid nicotine products.
- None in Lake County



Lake Forest Survey Data

- 83% of LF/LB residents believe that flavors such as; fruit, candy, and mint contribute to youth use of electronic smoking devices and other tobacco products.
- 65% of LF/LB residents support a local ordinance prohibiting the sale of flavored electronic smoking devices (i.e. e-cigarettes, vapes, e-liquids, vape juice, etc.) including mint and menthol.
- 65% of LF/LB residents support a local ordinance prohibiting the sale of flavored tobacco products (i.e. cigarettes, smokeless tobacco, little cigars, etc.) including mint and menthol.