THE CITY OF LAKE FOREST CITY COUNCIL AGENDA **Tuesday, September 5, 2023, 6:30 p.m. 220 E. Deerpath Lake Forest, IL 60045

CALL TO ORDER AND ROLL CALL

6:30 p.m.

Honorable Mayor, Stanford R. Tack

Nancy Novit, Alderman First Ward Joseph R. Waldeck, Alderman First Ward Edward U. Notz, Jr., Alderman Second Ward John Powers, Alderman Second Ward Jim Preschlack, Alderman Third Ward Ara Goshgarian, Alderman Third Ward Eileen Looby Weber, Alderman Fourth Ward Richard Walther, Alderman Fourth Ward

THE CITY CLERK WILL ASK FOR A MOTION TO APPOINT ALDERMAN PRESCHLACK AS MAYOR PRO-TEM

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

2. COMMENTS BY CITY MANAGER

- A. Community Spotlights
 - Lake Forest Library Introduction of new Board President, Jim Clifton
 Ishwar Laxminarayan, Executive Director
 - Lake Forest Open Lands - Julia Lunn, Director of Engagement and Susan Lenz, Sr. Vice President, Community Conservation

3. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL

4. COMMITTEE REPORTS

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION

1. Approval of August 7, 2023, City Council Meeting Minutes

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

COUNCIL ACTION: Approval of August 7, 2023, City Council Meeting Minutes

2. Approval of the Check Register for the Period of July 29 – August 25, 2023

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 of the City Council may approve 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:

	Fund	Invoice	Payroll	Total
101	General	679,049	1,741,894	2,420,943
501	Water & Sewer	68,376	202,787	271,163
220	Parks & Recreation	434,174	565,641	999,815
311	Capital Improvements	2,622,879		2,622,879
202	Motor Fuel Tax	397		397
230	Cemetery	190,134	44,224	234,358
210	Senior Resources	16,307	29,898	46,205
510	Deerpath Golf Course	14,311	2,545	16,856
601	Fleet	135,258	60,493	195,751
416 - 434	Debt Funds	1,000		1,000
248	Housing Trust	1,050		1,050
201	Park & Public Land			0
	All other Funds	1,277,047	195,672	1,472,720
		\$5,439,983	\$2,843,154	\$8,283,137

Check Register for July 29- August 25, 2023

The amount reported as "All other Funds" includes \$430,742 in Water/Sewer capital expenses and \$620,562 in medical/dental plan expenses.

COUNCIL ACTION: Approval of the Check Register for the Period of July 29 – August 25, 2023

3. Approval to enter into a Professional Services Agreement with Azavar to provide compliance auditing services of revenue sources collected through City ordinances and revenues passed through the State.

STAFF CONTACT: Diane Hall, Assistant Finance Director (847) 810-3614 and Jamese Scott, Staff Accountant

PURPOSE AND ACTION REQUESTED: Staff requests approval of a professional services agreement with Azavar to provide compliance auditing services. Such agreement would cover a thirty-six-month period at the conclusion of auditing services.

BACKGROUND/DISCUSSION: The City receives revenues from a variety of providers that are subject to City ordinances, franchise fees and taxes collected and distributed by the State. Azavar provides auditing services to identify additional revenues that were not properly collected or paid from these sources. The audit will review past years' revenue compliance of vendors by identifying addresses within the City and verifying if accurate fees were charged and distributed to the City. The audit also evaluates inaccuracies of payment distributions from the State. Furthermore, Azavar will work to foresee prospective revenue collection errors in the future under existing laws and ordinances. A similar audit with the City was conducted in 2007 and turned up positive results. Revenues identified for review are listed below:

- Electricity utility tax
- Natural gas utility tax
- Cable Franchise Fees
- Local Amusement or Entertainment Taxes
- State distributions for Sales tax, remote seller sales tax, and use tax

Additionally, Azavar will also conduct an audit review of City expenses paid for gas and electric billings, to retrieve credits or refunds owed to the City for additional cost savings.

Azavar has worked with numerous Lake County Municipalities, including Mundelein, Grayslake, Lincolnshire, North Chicago, Hainesville, Highwood, Winthrop Harbor, Round Lake, Round Lake Beach, Wauconda, Lake Villa, Riverwoods and Volo. As such, due to the Lake County Consortium, we were able to negotiate a discounted program fee from 45% down to 37% of revenues and refunds collected. Furthermore, discussions with a few of these communities reaffirmed the probable success of this program.

Staff is requesting a waiver of competitive pricing. We were able to obtain a Lake County Consortium Discount of 8% combining with other Lake County, IL communities

The agreement can be found on page 15.

BUDGET/FISCAL IMPACT: Fees for this service are not budgeted in the current fiscal year and will be offset by revenues generated through the audit. Fees incurred will be paid at a rate of 37% of any previous revenue earned but not collected and/or increases in future revenues to be collected for a term of 36 months at the conclusion of the audit.

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

If no, indicate the specific waiver requested:

Administrative Directive 3.5, Section 6.2 - Waiver of Procedures (requires 2/3 vote).

<u>COUNCIL ACTION</u>: Approval to enter into a Professional Services Agreement with Azavar to provide compliance auditing services of revenue sources collected through City ordinances and revenues passed through the State.

4. Consideration of a Request to Waive the Fidelity Bond Requirement in Connection with Holding a Raffle in the City of Lake Forest for the Spirit of 67 Foundation and Northwestern Medicine Lake Forest Hospital (Approval by Motion)

STAFF CONTACT: Margaret Boyer, City Clerk (847.810.3674)

PURPOSE AND ACTION REQUESTED: Staff requests City Council consideration of waiving the fidelity bond requirement in connection with a proposed raffle from the Spirit of 67 Foundation and Northwestern Medicine Lake Forest Hospital.

BACKGROUND: In January 2020 the City Council approved an Ordinance Amending Chapter 110, titled "Licenses and Miscellaneous" related to Raffles, to align these sections with recent State of Illinois Legislation. Section 110.0149, J, allows the raffle manager designated by the organization to seek a waiver of the bond requirement from the City Council.

At this time, the Spirit of 67 Foundation and Northwestern Medicine Lake Forest Hospital are requesting a waiver of the bond requirement and have submitted a request. A copy of the requests can be found beginning on **page 23**

BUDGET/FISCAL IMPACT: N/A

<u>COUNCIL ACTION:</u> Consideration of a Request to Waive the Fidelity Bond Requirement in Connection with Holding a Raffle in the City of Lake Forest for the Spirit of 67 Foundation and Northwestern Medicine Lake Forest Hospital. (Approval by Motion)

5. Approval of an Amendment to the Previously Approved Regular Scheduled Meetings of the Lake Forest City Council for the year 2023

STAFF CONTACT: Margaret Boyer, City Clerk (847-810-3674)

The Monday, September 18, 2023, City Council workshop has been rescheduled to a regular City Council meeting, and the Monday, November 13, 2023 City Council workshop location is to be determined. A copy of the schedule can be found beginning on **page 25**.

<u>COUNCIL ACTION</u>: Approval of an Amendment to the Previously Approved Regular Scheduled Meetings of the Lake Forest City Council for the year 2023

6. Approval of a Recommendation from the Public Works Committee to Award of Bid for the Public Safety Building Chiller Replacement Project to Oak Brook Mechanical

Services, Inc., in the Amount of \$236,800, to Include a 10% Contingency in the Amount of \$23,200, for a Grand Total Amount of \$260,000

STAFF CONTACT: Jim Lockefeer, Assistant Director of Public Works (810-3542)

PURPOSE AND ACTION REQUESTED: The Public Works Committee and City staff requests City Council award of bid for the Public Safety Building Chiller Replacement Project to Oak Brook Mechanical Services, Inc., in the amount of \$236,800, to include a 10% contingency in the amount of \$23,200, for a grand total amount of \$260,000.

BACKGROUND/DISCUSSION: The Public Safety Building HVAC system is comprised of many components to heat and cool the facility. A facility chiller is a key and common cooling component in providing air conditioning at large buildings. The current Public Safety Building chiller was installed in 1997. Generally, chillers have an estimated useful life of 20 to 25 years. At 26 years old, the chiller has reached its end of useful life. This chiller was also a recommended priority replacement as part of the City's Facilities Condition Assessment process.

To support this replacement project, the City's building Maintenance Section engaged a professional mechanical engineering firm, 20/10 Engineering Group. Their services included completing a replacement project design, supporting the bid process, and assisting in the replacement installation process.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	8/21/23	Reviewed and Recommended Approval to City Council

BUDGET/FISCAL IMPACT: On July 25, 2023, City staff initiated public bidding process for the Public Safety Building Chiller Replacement Project. On August 15, 2023, the public bid process closed and in total, nine bids were received as outlined below.

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

Firm	Total Bid Amount
Oak Brook Mechanical	\$236,800
F.E. Moran	\$245,800
Voris Mechanical	\$273,150
Helm Mechanical	\$279,750
AT Mechanical	\$287,800
Core Mechanical	\$290,330
Premier Mechanical	\$294,000
MK Industries	\$325,041
Air Con Refrigeration & Heating	\$330,581

Oak Brook Mechanical has considerable HVAC system maintenance, replacement, and large project experience for municipal and commercial clients. All reference checks came back

very positive. Additionally, 20/10 Engineering Group has worked directly with Oak Brook Mechanical on numerous large HVAC projects and their experiences have all been positive.

Below is an estimated summary of Project budget:

FY24 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund 311-1503-467.67-10	\$260,000	\$260,000	Y

If approved, this replacement work is tentatively scheduled to occur during this upcoming winter.

<u>COUNCIL ACTION</u>: Approval of a Recommendation from the Public Works Committee to Award of Bid for the Public Safety Building Chiller Replacement Project to Oak Brook Mechanical Services, Inc., in the Amount of \$236,800, to Include a 10% Contingency in the Amount of \$23,200, for a Grand Total Amount of \$260,000

7. Approval of a Recommendation from the Public Works Committee to Award a Two-Year HVAC Preventive Maintenance Contract to the Lowest Responsive and Responsible Bidder, MK Industries Inc., in the Amount of \$120,480

STAFF CONTACT: Jim Lockefeer, Assistant Director of Public Works (810-3542)

PURPOSE AND ACTION REQUESTED: The Public Works Committee and City staff requests City Council award a two-year HVAC Preventive Maintenance Contract to the lowest responsive and responsible bidder, MK Industries Inc., in the amount of \$120,480.

BACKGROUND/DISCUSSION: The City's HVAC preventative maintenance program keeps approximately 415 pieces of HVAC equipment in 20 facilities operating efficiently by extending the equipment's life, ensuring its reliability, and reducing operating costs. The pieces of equipment serviced consist of furnaces, boilers, chillers, pumps, air handlers, condensers, cooling towers and exhaust fans. The program is comprised of four quarterly maintenances: two comprehensive maintenance services for spring and fall startups and two maintenances to check systems and change filters.

For many years the entire program was contracted out. In 2012, as a cost saving measure, the Building Maintenance Section implemented a hybrid HVAC preventive maintenance program where in-house staff is used to maintain smaller, residential type heating systems, while City facilities with commercial heating and cooling systems are contracted to firms that have personnel with technical resources and expertise to maintain complex systems. The service contract covers the fall heating start-up maintenance and the spring cooling start-up. The mid-summer and late-winter quarterly maintenance on all 20 facilities will be performed by inhouse Building Maintenance personnel.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
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Public Works Committee	8/21/23	Reviewed and Recommended Contract Approval
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BUDGET/FISCAL IMPACT: On July 27, 2023, City staff initiated public bidding process for HVAC preventative maintenance program services. On August 14, 2023, the public bid process closed and in total, five bids were received as outlined below.

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

Company Name	2-Year Contract Bid Total
Quality HVAC Solutions	\$101,180
MK Industries	\$120,480
Roberts Environmental	\$145,884
Hayes Mechanical	\$150,440
Core Mechanical	\$179,014

Following the review of the apparent low bid firm, Quality HVAC Solutions, staff requested information on five similar maintenance agreements held by the firm that were comparable in both size and scope. In reviewing the submitted project references and qualifications, staff found that the firm did not have comparable experience in maintaining a diverse array of HVAC equipment and infrastructure. The City's HVAC Maintenance Program includes many different types of equipment across the 20 facilities that will be serviced. This equipment is much more unique and diverse than equipment serviced for residential multifamily locations and big box commercial buildings. Staff had also learned the firm had no past maintenance contract experience with any municipalities and other public sector agencies such as school districts. After reviewing these staff concerns regarding project experience with the City Attorney's Office, staff is recommending that Quality HVAC Solutions be found as not a responsible bidder for this specific contract.

MK Industries has considerable experience working with commercial and industrial HVAC systems. The company has been providing a wide range of HVAC services for over 40 years at commercial, institutional, and industrial markets within the Chicagoland area. Staff found that the firm does have comparable experience in maintaining a diverse array of HVAC equipment and infrastructure. This includes providing maintenance services at the Village of Gurnee and at Lake County municipal buildings. MK Industries has also completed positive HVAC repair work for the City in the past. Overall, staff was very comfortable with MK Industries submitted bid.

The contract term is for two years which will include the option of three additional, one-year terms, subject to contractor performance reviewed at the end of each year. Each additional contract year cannot exceed a two percent increase. In addition, a written request must be submitted to include documentation, justifying the need for the increase.

Below is an estimated summary of Project budget:

FY24 - 25 Funding	Account Number	Amount	Amount	Budgeted?
Source	Account Number	Requested	Budgeted	Y/N

Operating Budget	Multiple Building Accounts	\$120,480	\$120,480	Y
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If awarded MK Industries would begin this October to perform the heating start-up maintenance.

<u>COUNCIL ACTION</u>: Approval of a Recommendation from the Public Works Committee to Award a Two-Year HVAC Preventive Maintenance Contract to the Lowest Responsive and Responsible Bidder, MK Industries Inc., in the Amount of \$120,480

8. Approval of Easement Agreements for the Deerpath/Westmoreland Sidewalk Connectivity Project between the City of Lake Forest and the Northwestern Lake Forest Hospital

STAFF CONTACT: Byron Kutz, P.E., Superintendent of Engineering (810-3555)

PURPOSE AND ACTION REQUESTED: The Public Works Committee and staff request City Council approval of easement agreements with the Northwestern Lake Forest Hospital for the Deerpath/Westmoreland Sidewalk Connectivity Project.

BACKGROUND/DISCUSSION: Construction for the Deerpath/Westmoreland Sidewalk Connectivity Project was approved by the City Council on May 15, 2023. Prior to construction starting, easements are required for the Deerpath/Westmoreland Sidewalk Connectivity project to construct approximately 300' of new concrete sidewalk on the north side of Deerpath Road to connect from the Lake Forest Hospital asphalt path at Westmoreland east to the existing City sidewalk by Faith Lutheran Church. The proposed sidewalk along Deerpath is mostly within the City's right-of-way except for at the western portion of the work. There are temporary construction easements needed for two properties owned by the Hospital; also needed is a 2 ft. permanent public sidewalk easement for one property owned by the Hospital which will allow public pedestrian usage, as well as City access in the future for any maintenance needs. This approval also provides authorization for staff to record the easements with Lake County.

Reviewed	Date	Comments
Public Works Committee	8/21/2023	Reviewed & Recommended City Council Approval of Deerpath/Westmoreland Sidewalk Connectivity Easement
City Council	5/15/2023	Approved the Concrete Street, Curb, and Sidewalk Project, and the Deerpath/Westmoreland Sidewalk Connectivity Project
Finance Committee	11/14/2022	Concrete Street, Curb, and Sidewalk Project, and the Deerpath/Westmoreland Sidewalk

PROJECT REVIEW/RECOMMENDATIONS:

Connectivity Project Included with FY
′24 Capital Plan

BUDGET/FISCAL IMPACT: The easements are proposed to be conveyed in consideration of the sum of \$20.00 from the FY2024 Capital Fund (Streets: 311-3703-467.67-41). This consists of \$10.00 for both temporary easements, and \$10.00 for the one permanent public sidewalk easement.

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

<u>COUNCIL ACTION</u>: Approval of Easement Agreements for the Deerpath/Westmoreland Sidewalk Connectivity Project between the City of Lake Forest and the Northwestern Lake Forest Hospital

9. Consideration of an Ordinance Approving a Recommendation from the Historic Preservation Commission for a building scale variance for 845 Maplewood Road. (First Reading and if Desired by the City Council, Final Approval)

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

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

845 Maplewood Road – The Commission recommended approval of a building scale variance to allow significant additions and alterations to the existing ranch home. Letters in support of the project were presented to the Commission on this petition. This project was also heard by the Zoning Board of Appeals. (Approved 7 - 0)

The Ordinance approving a building scale variance for 845 Maplewood Road, with key exhibits attached, is included in the Council packet beginning on **page 26**. The Ordinance with complete exhibits is available for review in the Community Development Department.

<u>COUNCIL ACTION</u>: If determined to be appropriate by the City Council, waive first reading and grant final approval of the Ordinance approving a building scale variance for 845 Maplewood Road as recommended by the Historic Preservation Commission.

10. Consideration of Ordinances Approving Recommendations from the Zoning Board of Appeals for 845 Maplewood Road and 845 Northmoor Road. (First Reading, and if Desired by the City Council, Final Approval)

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

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

BACKGROUND:

845 Maplewood Road – The Zoning Board of Appeals recommended approval of an Ordinance granting variances from the front, corner side, and interior side yard setbacks to allow additions and alterations to the residence and site modifications. Written testimony was submitted by two neighbors in support of the petition. The Historic Preservation Commission also reviewed this petition as detailed in the previous agenda item. (Board vote: 5-1, approved)

845 Northmoor Road – The Zoning Board of Appeals recommended approval of a variance from the side yard setback to allow a rear addition and installation of a wall mounted air conditioning unit. Public testimony was submitted by the neighboring property owner to the east raising concerns about potential off site impacts. The Board noted that the proposed addition is a single story addition to a modest home and concluded that the fence along the property line will mitigate the impact of the improvements on the neighboring property. Written testimony in support of the project were submitted by two other neighbors. (Board vote: 6-0, approved)

Ordinances approving zoning setback variances for 845 Maplewood Road and 845 Northmoor Road as recommended by the Zoning Board of Appeals, with key exhibits attached, are included in the Council packet beginning on **page 36**. The Ordinances, complete with all exhibits, are available for review in the Community Development Department.

<u>COUNCIL ACTION</u>: If determined to be appropriate by the City Council, waive first reading and grant final approval of Ordinances approving variances from zoning setbacks for 845 Maplewood Road and 845 Northmoor Road in accordance with the Zoning Board of Appeals' recommendations.

COUNCIL ACTION: Approve the ten (10) omnibus items as presented

6. OLD BUSINESS

7. NEW BUSINESS

8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS

9. ADJOURNMENT

A copy of the Decision Making Parameters is included beginning on page 11 of this packet.

Office of the City Manager

August 30, 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.

The City of Lake Forest <u>CITY COUNCIL MEETING</u> *Proceedings of the Monday, August 7, 2023* City Council Meeting – City Council Chambers 220 E Deerpath, Lake Forest, IL 60045

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

Present: Honorable Mayor Tack, Alderman Novit, Alderman Waldeck, Alderman Powers, Alderman Notz arrived at 6:40 p.m., Alderman Preschlack, Alderman Goshgarian, Alderman Weber, Alderman Walther

Absent: none.

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE was recited by all.

REPORTS OF CITY OFFICERS

COMMENTS BY MAYOR

A. Police Department Promotion - Karl Walldorf, Chief of Police

1. Swear in Deputy Chief Kevin Zelk

Mayor Tack administered the oath of office to Kevin Zelk as a Deputy Police Chief. Pictures were taken.

COMMENTS BY CITY MANAGER

A. Community Spotlight - Lake Forest Music Institute

Assistant City Manager George Issakoo noted that the Lake Forest Music Institute could not make it, and they will be rescheduled for a later date.

B. Overview: Central Business District - Implementation Priorities - Catherine Czerniak, Director of Community Development

Catherine Czerniak, Director of Community Development, gave a presentation on the implementation priorities within the central business district, noting infrastructure, Bank Lane improvements, and the inner ring as the highest priorities. She also noted that this is a part of the Omnibus consideration, to grant final approval.

The City Council had discussion on the time of year for the project, parking near Bank Lane, the possibilities of conducting parking studies, and the date of construction.

OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL

COMMITTEE REPORTS

ITEMS FOR OMNIBUS VOTE CONSIDERATION

- 1. Approval of June 17, 2023, City Council Meeting Minutes
- 2. Approval of the Check Register for the Period of June 24 to July 28, 2023
- 3. Approval to Purchase the Verkada Security Camera System from Modern Media Technologies in the Amount of \$50,085, and Structured Cabling from Graybar in the Amount of \$14,800
- 4. Consideration of Ordinances Approving Recommendations from the Building Review Board. (First Reading, and if Desired by the City Council, Final Approval)
- Consideration of Final Approval of an Ordinance Adopting an Updated Chapter of the Comprehensive Land Use Plan as it Relates to the Central Business District AND Consideration of a Motion Establishing Priorities for Implementation: 1) Infrastructure, 2) Bank Lane Enhancement, and 3) Inner Ring – Pro -active Planning. (Final Approval of Ordinance and Approval of a Motion Establishing Priorities)

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

City Attorney Julie Tappendorf noted that the first Omnibus item included a typo of the incorrect previous City Council date of June 17, 2023. The correct date should be July 17, 2023.

Mayor Tack asked members of the City Council if there were any items that they would like removed or taken separately. Seeing none, he asked for a motion.

Alderman Preschlack made a motion to approve the five (5) Omnibus items as amended, seconded by Alderman Notz. The following voted "Aye": Alderman Novit, Waldeck, Notz, Powers, Preschlack, Goshgarian, Weber and Walther. 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.

OLD BUSINESS

NEW BUSINESS

ADDITIONAL ITEMS FOR COUNCIL DISCUSSION/COMMENTS BY COUNCIL MEMBERS

The City Council had discussion on the positive effects of the Walk Your Wheels stickers, as well as the work done by the American Legion for their efforts in Lake Forest Day.

ADJOURNMENT

There being no further business Mayor Tack asked for a motion to adjourn. Alderman Preschlack made a motion to adjourn, seconded by Alderman Goshgarian. Motion carried unanimously by voice vote at 6:59 p.m.

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

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into by and between Azavar Audit Solutions, Incorporated, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Lake Forest, an Illinois municipal corporation, having its principal place of business at 220 East Deerpath, Lake Forest, Illinois 60045 ("Customer").

1. <u>SCOPE OF SERVICES</u>

1.1. Subject to the following terms and conditions, Azavar shall provide professional data audit and compliance management services ("Services") in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:

a) Azavar shall undertake a Municipal Audit Program ("Statement of Work") on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately review and/or audit each existing tax, fee, ordinance, contract, franchise agreement, and expense (collectively, the "Revenue Sources") imposed by or upon the Customer within the Customer's corporate boundaries(' Audit(s)"). The Municipal Audit Program includes Audits and reviews of revenues and expenditures related to the following Revenue Sources:

- i. Electricity providers and/or consumers
- ii. Natural gas and Natural Gas Use Tax providers and/or consumers
- iii. Multichannel video (i.e. cable) franchise fees and service fees and/or consumers
- iv. Telecommunications (i.e. phone, fiber, wireless, etc.) providers and/or consumers
- v. Taxpayers subject to Local Amusement (i.e. streaming services) or Entertainment Taxes
- vi. A review of revenues distributed to the Customer by the State of Illinois, namely the Illinois Department of Revenue ("IDOR"), including reviewing IDOR address designations for Retailers' Occupation Tax, Service Occupation Tax, Use Tax, and Service Use Tax remitters.

b) The purpose of each Audit is to determine past, present, and future taxes, franchise fees, service fees, or any other refunds, monies or revenue owed to the Customer pursuant to the Revenue Sources but that were not properly attributed to the Customer or were not properly paid or collected. Federal and Illinois state law, the Customer's own existing local ordinances and databases, and the franchise agreements, contracts or invoices to the Customer are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies paid, due, or potentially due to the Customer for review by the Customer ("Findings"). Where already allowable by existing Customer contracts or agreements or Federal. State, or local laws or ordinances, Azavar will correct any prospective errors under such applicable laws, local ordinances, or contracts. As to the collection of past due monies, Azavar will consult with Customer prior to making a reasonable effort to collect such funds. Azavar shall present written Findings to Customer to maximize Customer revenues from the Revenue Sources as part of the Audits; and where such Findings require a change into the future, Customer may implement such change after Customer has consulted Azavar's written Findings. Customer understands that Findings may require changes and/or updates to local ordinances or the codification thereof. Customer agrees to review any Findings within thirty (30) days. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 3 of this Agreement, which shall apply only to those Revenue Sources existing or currently generating revenue for the Customer at the time that Azavar begins actual review and audit services.

c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement or, to the extent that it is engaged in such Audits, shall cease such auditing upon execution of this Agreement, and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits contemplated under this Agreement without Azavar's written consent.

d) In order to perform the Audits, Azavar will require full access to Customer records and auditee records. Customer will use its authority as necessary to assist in acquiring information and procure data from auditees; to the extent permitted by law, Customer agrees to cooperate with Azavar, provide any necessary documentation, and will engage in necessary meetings with auditees, provided that the travel required to meet with auditees is reasonable. Customer acknowledges that each auditee is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that an auditee will take to limit its responsibility or liability during the Audit.

e) During the course of each Audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer by an auditee. In this case, Azavar will immediately terminate its Audit for that specific auditee at no cost to the Customer and will document the error and provide the Customer, but not the auditee (to the extent that the auditee does not already know of such error), with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof. f} Should Customer abate, cancel, amend, delay, or waive by any means all or a portion of funds identified in the Findings as payable to Customer during an Audit (a "Waiver"), Customer shall pay: (1) applicable contingency fees on the portion of the funds collected, and (2) time and materials for the portion subject to the Waiver. Time shall be charged at the rate of \$150 per hour, and time and materials shall be prorated in the case of a partial Waiver. Under no circumstances, however, should the total fee exceed what the applicable contingent fee would have been absent the Waiver. A voluntary settlement (formal or informal) with an auditee shall not be considered **a** Waiver, provided that the settlement is discussed, in advance, with Azavar. As stated in Section (b) of this Paragraph, this Section (f) shall not apply to Findings requiring an ordinance change, meaning that Customer will only pay fees to Azavar if it elects to implement the Finding.

g) All Audits will be initiated by Azavar within thirty (30) days from the date of this Agreement unless changed and approved by the Customer's Audit Primary Contact and Liaison.

h) Each audit is expected to last at least six (6) months. Findings on later completed audits may be withheld pending Customer satisfactorily completing payment obligations from previously completed Audits. Audit timelines are set at the discretion of Azavar but will be discussed with Customer. Azavar shall use reasonable efforts to present Findings to Customer on all audits within eighteen (18) months following execution of this Agreement, but in no event later than 30 months.

i) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and Liaison, and will occur approximately every quarter.

j) Jason Perry, Municipal Audit Program Manager, and Azavar specialists will be auditors under this agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

1.2. Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to Audits and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an Audit, will adversely affect the Audit timeline and successful recovery of funds. With reasonable prior notice, Customer's staff shall be available for meetings and participation with auditees to properly verify records and recover funds.

2. **INDEPENDENT CONTRACTOR.** Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor, and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall execute such documents required by IDOR solely for the purpose of granting Azavar the power and authority to review data provided by IDOR. Azavar shall comply with Customer's written policies on workplace conduct matters such as harassment and proper dress, and shall not disrupt staff or engage in improper social behavior. It is Customer's responsibility to provide applicable written policies to Azavar in advance.

3. PAYMENT TERMS.

3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoiceto Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Invoices shall include the start and end date of any particular item. Customer shall remit payment to Azavar in accordance with the Local Government Prompt Payment Act. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement and seek recovery of all estimated fees due to Azavar based on Findings. Azavar shall be entitled to recover all costs of collection including, but not limited to, interest at the rate of one percent

(1%) per month, reasonable attorney's fees, court costs, for any efforts to collect fees from the Customer. Contingency payment terms are outlined below. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below, less any amounts paid under Paragraph 1.1(f).

3.2 Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues or prospective funds recovered from the existing Revenue Sources per account or per auditee for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any retroactive funds, any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any auditee. All contingency fees paid to Azavar are based on actual receipts by the Customer of the additional revenue or actual savings experienced by the Customer. When the exact revenue or savings is not available, Azavar and Customer shall agree on a method of estimation. All revenue after the thirty-six (36) month contingency period for each account individually will accrue to the sole benefit of the Customer.

3.3 As it pertains to Customer expenses, expenditures, and cost Audits, Customer shall pay Azavar an amount equal to forty-five (45) percent of subsequent, actual savings approved by Customer for thirty-six (36) months following the date savings per auditee is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of said refunds or credits recovered for or received by Customer from any auditee. All contingency fees paid to Azavar are based on actual savings experienced by the Customer. When the exact revenue or savings is not available, Azavar and Customer shall agree on a method of estimation. All savings after the thirty-six (36) month contingency period for each account individually will accrue to the sole benefit of the Customer.

3.4 Lake County Consortium Discount. Azavar will discount the prospective contingency payments referred to in Sections 3.2 and 3.3 above from forty-five (45) percent to a lesser percentage ("Discount") for Customer and other Lake County Municipalities that execute this Agreement. The Discount is based on the number of Lake County Municipalities and is as follows:

Executed Agreements Necessary to Achieve Discount and Discounted Fee Page 4 of 8

3 - 4 Municipalities	40%
5 - 6 Municipalities	39%
7 - 8 Municipalities	38%
9 or more Municipalities	37%

3.5 To the extent that any payment is due to Azavar after April 4 2027 or any Finding has been presented to Customer, but not acted upon, this Sect on 3.5 shall apply:

a) Azavar shall estimate the total amount due after April 4, 2027 and shall bill Customer for this amount on or before April 4 2027 with a due date of April 30, 2027.

b) Notwithstanding the due date of April 4,2027 Azavar shall toll all contractual and statutory remedies (including the Local Government Prompt Payment Act.) for nonpayment until June 30, 2027.

c) If Customer signs a new contract (or contract amendment) with Azavar on or before June 30, 2027, payment terms shall revert to those that would have applied in the absence of this Section 3.5.

d) If Customer does not sign a new contract (or contract amendment) with Azavar on or before June 30, 2027, and has not paid the bill due on April 4, 2027 by June 30, 2027, Customer shall be in default, retroactive to April 4, 2027, and agrees that the Local Government Prompt Payment Act is applicable and has not been waived by Azavar.

3.6 No payment shall be due to Azavar beyond 60 months following the execution of this agreement except:

a) by agreement between Azavar and Customer, which may or may not be in the form of a contract amendment, but at minimum must be memorialized in writing, to include electronic mail.

4. <u>CONFIDENTIAL INFORMATION</u>

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (1) written information legally acquired by either party prior to the negotiation of this Agreement, (2) information which is or becomes a matter of public knowledge, (3) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (4) information subject to disclosure under Illinois' Freedom of Information Act (5 ILCS 140/1 et seq.).

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon

expiration of the Services provided under the Statement of Work.

4.3 Azavar agrees to maintain, without charge to the Customer, all records and documents of the Customer in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Azavar shall produce records which are responsive to a request received by the Customer under the Freedom of Information Act so that the Customer may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Azavar shall so notify the Customer and if possible, the Customer shall request an extension so as to comply with the Act. In the event that the Customer is found to have not complied with the Freedom of Information Act due to Azavar's failure to produce documents or otherwise appropriately respond to a request under the Act, then Azavar shall indemnify and hold the Customer harmless, and pay all amounts determined to be due including fines and costs.

5. INTELLECTUAL PROPERTY

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. DISCLAIMER, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. <u>TERMINATION</u>

7.1 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter

until terminated upon 90 days written notice by Customer or Azavar.

7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. NOTICES. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar	If to Customer
General Counsel	City Manager
Azavar Audit Solutions, Inc.	City of Lake Forest
55 East Jackson Boulevard, Suite 2100	220 E. Deerpath
Chicago, Illinois 60604	Lake Forest, IL 60045

9. ASSIGNMENT. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. <u>USE OF CUSTOMER NAME</u>. Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.

11. **COMPLETE AGREEMENT.** This Agreement, along with each additional Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.	CUSTOMER: CITY OF LAKE FOREST
Ву:	Ву:
Title:	Title:
Date:	Date:



August 23, 2023

Mayor Dr. Stanford Tack The City of Lake Forest 220 E Deerpath Lake Forest, IL 60045

Dear Mayor Tack,

The Spirit of 67 Foundation is asking for the City Council's consideration of a waiver for the requirements of the fidelity bond, with regard to our annual Home & Garden Tour license application. At this writing, we believe our raffle will include two outdoor table settings, a few pieces of art, a Bartesian cocktail machine and vacation (donated by a local family). Our raffle items have an estimated value of \$14,000 combined.

We anticipate we will sell approximately 1000 raffle tickets.

Thank you in advance for your consideration,

Julie Schwan Home Tour Business Manager 703-582-1117



Lake Forest Hospital 1000 North Westmoreland Road Lake Forest, Illinois 60045-9989 847,234,5600 nm.org

August 1, 2023

Mayor Tack The City of Lake Forest 220 E. Deerpath Lake Forest, Illinois 60045

Dear Mayor Tack,

Northwestern Medicine Lake Forest Hospital is asking for the City Council's consideration of a walver for the requirements of the fidelity bond, with regards to our NM5K Race to Impact raffle license application. The NM5K Race to Impact raffle includes items with an estimated value of approximately \$1000 and we anticipate the number of tickets to be sold at 300.

Thank you in advance, for your consideration.

Sincerely,

inda Egan, PT

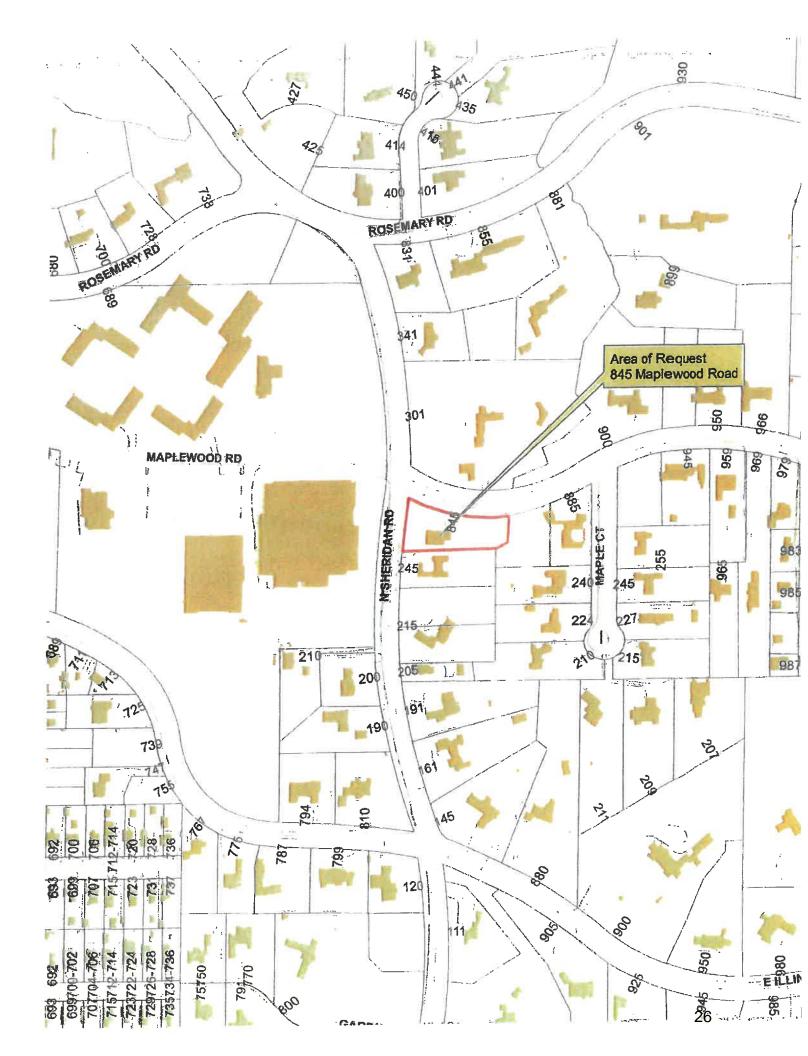
Parkinson's Program Coordinator NM Lake Forest Hospital

2023 City Council and Finance Committee Dates

** = This date represents a change from the traditional dates, due to holiday or other conflicts Meeting dates highlighted in blue represent Workshops Meeting dates BOLDED represent Finance Committee meetings (FC)

January 3, 2023	MUNICIPAL SERVICES BUILDING	
	COUNCIL CHAMBERS	FC 6:30- CC to immediately
**January 17, 2023		follow
February 6,2023	COUNCIL CHAMBERS	6:30 City Council
**February 21, 2023	COUNCIL CHAMBERS	6:30 City Council
March 6, 2023	COUNCIL CHAMBERS	6:30 City Council
**March 13, 2023	DICKINSON HALL	5:00 Operating Budget WS
March 20, 2023	COUNCIL CHAMBERS	6:30 City Council
April 3, 2023	COUNCIL CHAMBERS	6:30 City Council
April 17, 2023	COUNCIL CHAMBERS	FC 6:30- CC to immediately follow
May 1, 2023	COUNCIL CHAMBERS	6:30 City Council
May 15, 2023	COUNCIL CHAMBERS	6:30 City Council
June 5, 2023	COUNCIL CHAMBERS	6:30 City Council
** June 20, 2023	COUNCIL CHAMBERS	6:30 City Council
**July 3, 2023	MUNICIPAL SERVICES BUILDING	6:30 Workshop Meeting
July 17 2022	COUNCIL CHAMBERS	FC 6:30- CC to immediately
July 17, 2023		follow
August 7, 2023	COUNCIL CHAMBERS	-
-		follow
August 7, 2023	COUNCIL CHAMBERS	follow 6:30 City Council
August 7, 2023 August 21, 2023	COUNCIL CHAMBERS	follow 6:30 City Council NO MEETING
August 7, 2023 August 21, 2023 **September 5, 2023	COUNCIL CHAMBERS NO MEETING COUNCIL CHAMBERS	follow 6:30 City Council NO MEETING 6:30 City Council
August 7, 2023 August 21, 2023 **September 5, 2023 September 18, 2023	COUNCIL CHAMBERS NO MEETING COUNCIL CHAMBERS COUNCIL CHAMBERS	follow6:30 City CouncilNO MEETING6:30 City Council6:30 City Council
August 7, 2023 August 21, 2023 **September 5, 2023 September 18, 2023 October 2, 2023	COUNCIL CHAMBERS NO MEETING COUNCIL CHAMBERS COUNCIL CHAMBERS COUNCIL CHAMBERS	follow6:30 City CouncilNO MEETING6:30 City Council6:30 City Council6:30 City Council6:30 City CouncilFC 6:30- CC to immediately
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August 7, 2023 August 21, 2023 **September 5, 2023 September 18, 2023 October 2, 2023 October 16, 2023 November 6,2023	COUNCIL CHAMBERS NO MEETING COUNCIL CHAMBERS COUNCIL CHAMBERS COUNCIL CHAMBERS COUNCIL CHAMBERS COUNCIL CHAMBERS	follow6:30 City CouncilNO MEETING6:30 City Council6:30 City Council6:30 City CouncilFC 6:30- CC to immediately follow6:30 City Council
August 7, 2023 August 21, 2023 **September 5, 2023 September 18, 2023 October 2, 2023 October 16, 2023 November 6,2023 **November 13, 2023	COUNCIL CHAMBERS NO MEETING COUNCIL CHAMBERS COUNCIL CHAMBERS COUNCIL CHAMBERS COUNCIL CHAMBERS COUNCIL CHAMBERS TO BE DETERMINED	follow6:30 City CouncilNO MEETING6:30 City Council6:30 City Council6:30 City CouncilFC 6:30- CC to immediately follow6:30 City Council5:00 Capital Budget WS

8/25/2023



THE CITY OF LAKE FOREST

ORDINANCE NO. 2023 - ____

AN ORDINANCE GRANTING A FLOOR AREA EXCEPTION FOR THE PROPERTY LOCATED AT 845 MAPLEWOOD ROAD

WHEREAS, Tristan and Megan Hoag ("*Owners*") are the owners of that certain real property commonly known as 845 Maplewood Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("*Property*"); and

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

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

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

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

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

WHEREAS, pursuant to notice duly published, the HPC reviewed and evaluated the Plans at a public hearing held on July 26, 2023 and August 23, 2023; and

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

- 1. the Property is located within the R-4 District under the City Code,
- 2. Owners propose to construct the Improvements as depicted on the Plans,

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

and recommended that the City Council approve the Application and the Plans and grant an

exception to the maximum allowable floor area consistent with the Plans, subject to the terms and

conditions hereinafter set forth; and

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

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

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

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

SECTION TWO: Maximum Floor Area Exception Granted. Pursuant to Section 155.08 of the City Code, and subject to the limitations therein and the conditions set forth in Section Three of this Ordinance, the City Council does hereby grant an exception to the maximum floor area requirements set forth in Section 150.148(D) of the City Code, as more fully depicted on the Plans, by allowing the Improvements which together with other structures on the Property will have a maximum square footage not to exceed 5,189 square feet, 21% over the allowable square footage.

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

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

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

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

and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if Owners have (i) executed and (ii) thereafter filed with the City Clerk, within 90 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit D and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County. PASSED THIS __ DAY OF _____, 2023. AYES: () NAYS: () ABSENT: () ABSTAIN: () PASSED THIS __ DAY OF _____, 2023.

ATTEST:

Mayor

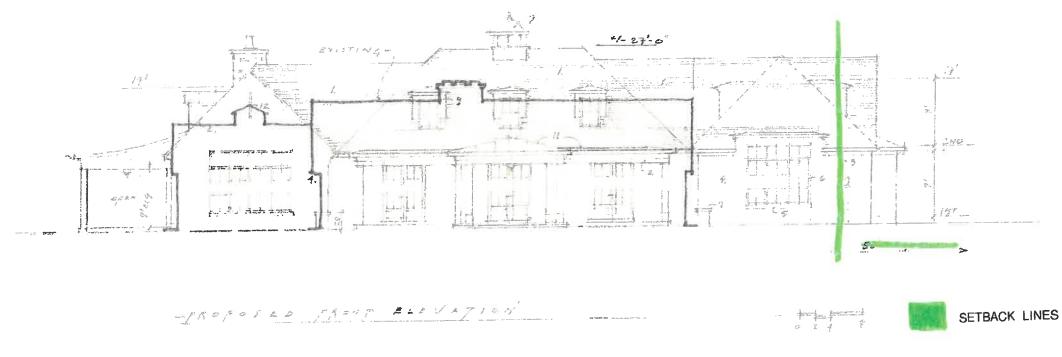
City Clerk

The Plans

EXISTING & PROPOSED NORTH ELEVATION OVERLAY EXISTING HOME HIGHLIGHTED

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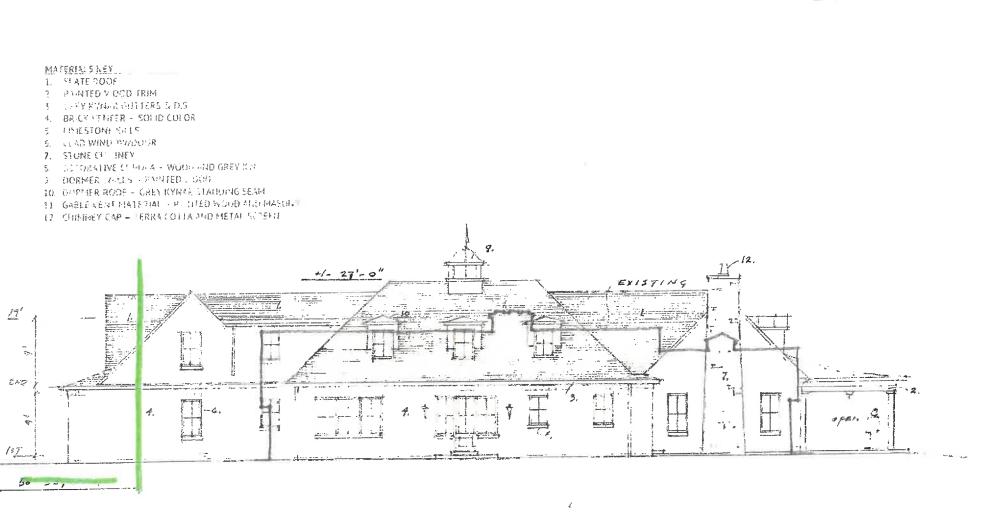
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The Plans



TOUTH FLEVATION

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PROPOSED

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3 STARIGHTIFF LLC 555 OALWOOD LY

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EXISTING & PROPOSED SOUTH ELEVATION OVERLAY

EXISTING HOME HIGHLIGHTED

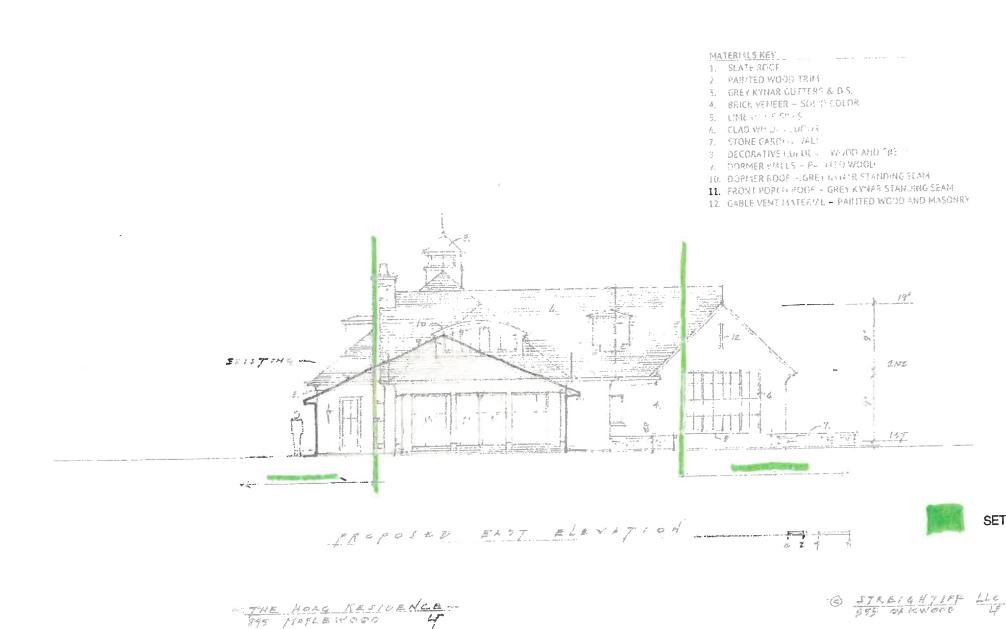


SETBACK LINES

LP

1

<u>The Plans</u>



EXISTING & PROPOSED EAST ELEVATION OVERLAY

EXISTING HOME HIGHLIGHTED

SETBACK LINES

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<u>The Plans</u>

EXISTING & PROPOSED WEST ELEVATION OVERLAY EXISTING HOME HIGHLIGHTED

MATERIALS KEY -----1. SLATE ROOP 2. PAINTED WOOD TRIFT GREY KYNAR GUTTERS & D.S. 4 BRICK VENEER ~ SOLID COLUR. 5. LIMESTONE SILLY 6. CLAD WINE DW. - DOR 7 HERE GATTING WALL 8. FEINTED GERALE DOOR 9 DORTHE WALLS - PAINT WOOD 10. DORHER DUDE - GREY KYNAR STANDHIG SEAM 11. FRONTPORCH SOOF GREY KYNAP ST IDING SEAM 13. GABLE VENT MAREERAL - PRINTED VIDOR - O MASONRY 191 r 12 1116 2010 4. П - 6 - 12. -- E. 137 Mai Contraction of the second second PROPOSED WEST ELEVATION 1----a 2 4

- THE HOLE RESIDENCE -845 MAPLEWEDD LF

STREIGHTIFF LLC 555 BARWOOD LF

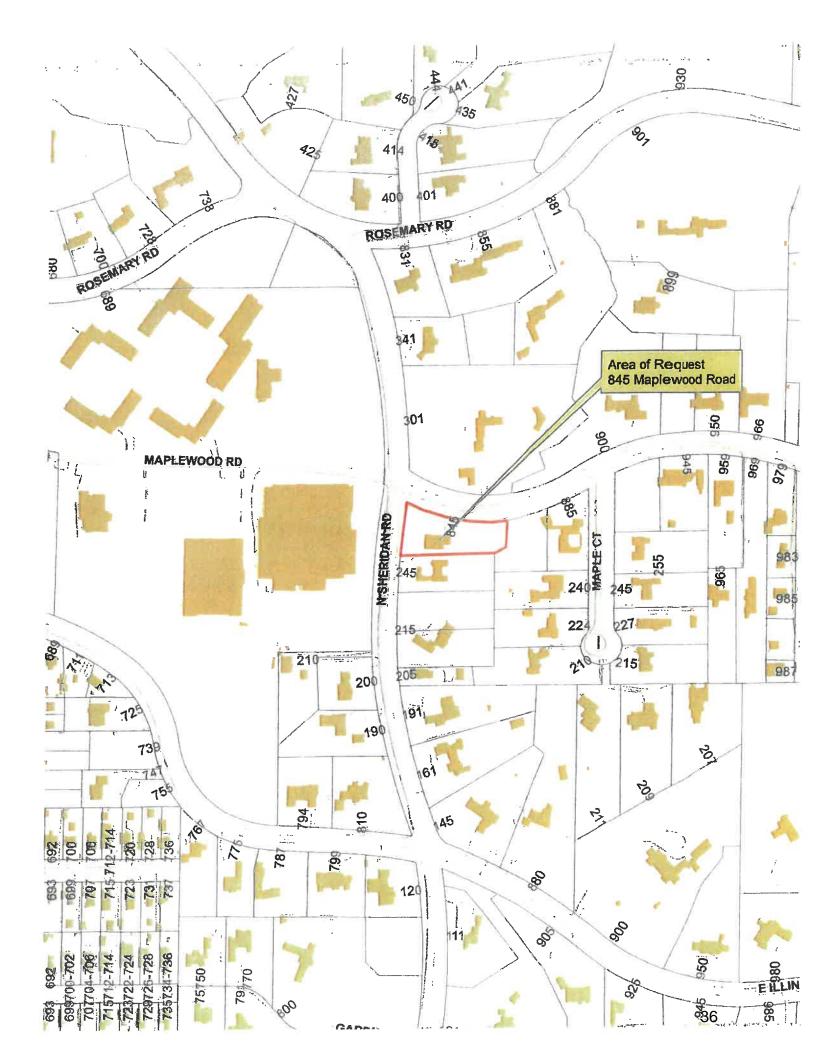
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SETBACK LINES

35

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THE CITY OF LAKE FOREST

ORDINANCE NO. 2023-____

AN ORDINANCE GRANTING VARIANCES FROM FRONT, CORNER SIDE AND INTERIOR SIDE YARD SETBACKS FOR PROPERTY LOCATED AT 845 MAPLEWOOD ROAD

WHEREAS, Tristan and Megan Hoag ("Owners") are the owners of that certain real property commonly known as 845 Maplewood Road, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("Property"); and

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

WHEREAS, the Owners desire to construct additions, make alterations to the exterior of the residence, and make modifications to the site plan including the addition of a curb cut on to Sheridan Road and new driveway ("*Improvements*") as depicted on the site plan attached hereto as Group Exhibit B ("*Plans*"); and

WHEREAS, the Owners submitted an application ("Application") requesting approval of variances from Section 159.082, R-4 Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements within the front, corner side and interior side yard setbacks; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on July 24, 2023; and

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

- 1. The proposed screening, in combination with the long, narrow configuration of the property, minimize the off site visual impacts of the improvements within the setback.
- 2. Due to the configuration of the lot and the zoning which was applied to the property after the lot was established, options for any improvements to the property are limited without variances.
- 3. The proposed improvements within the setbacks will not alter the essential character of the neighborhood and are generally in keeping with other homes in the neighborhood and the pattern of development along the east side of Sheridan Road in the immediate area.

- 4. The proposed perimeter fencing, and enhanced landscaping will screen views of the increased mass of the house from neighboring properties and the adjacent streetscapes.
- 5. The conditions upon which the variances are requested are not generally applicable to other properties in the same zoning district due to the uniqueness of the lot configuration, the constricted buildable area, and the location of the property on the corner of Maplewood and Sheridan Roads, across from the Lake Forest College Athletic Center.
- 6. The hardship in conforming to the front, corner side, and interior side yard setbacks is the application of the R-4 zoning district after the house was constructed. The existing house is non-conforming to current setbacks and any expansion of the existing house requires encroachment into the setbacks.
- 7. The variances and the proposed additions and alterations will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or substantially diminish property values in the area.

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

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

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

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

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

SECTION THREE: Zoning Setback Variances Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variances to allow the additions, alterations and site modifications within the required setbacks consistent with the site plan.

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

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

consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

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

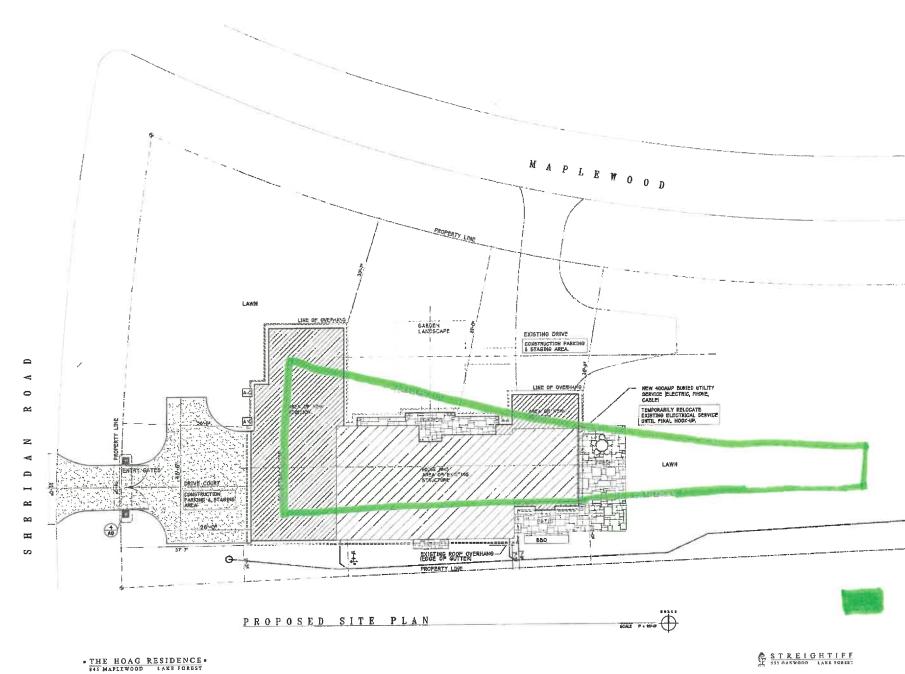
PASSED THIS __ DAY OF _____, 2023. AYES: () NAYS: () ABSENT: () ABSTAIN: () PASSED THIS __ DAY OF _____, 2023.

Mayor

ATTEST:

City Clerk

The Plans

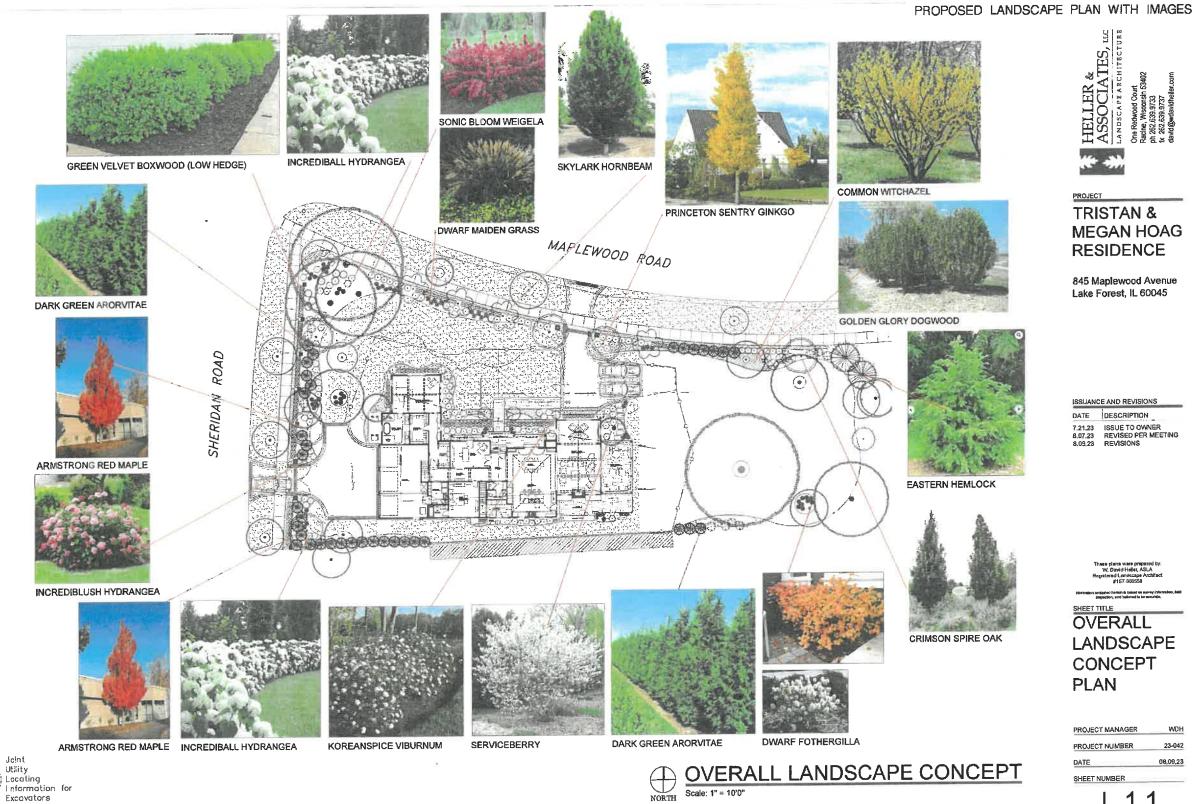


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<u>The Plans</u>



Locating Information for Excavators Call 48 hc.urs before you dig (Excluding Set., Sun. & Holidaya)



OVERALL LANDSCAPE CONCEPT PLAN

SHEET TITLE



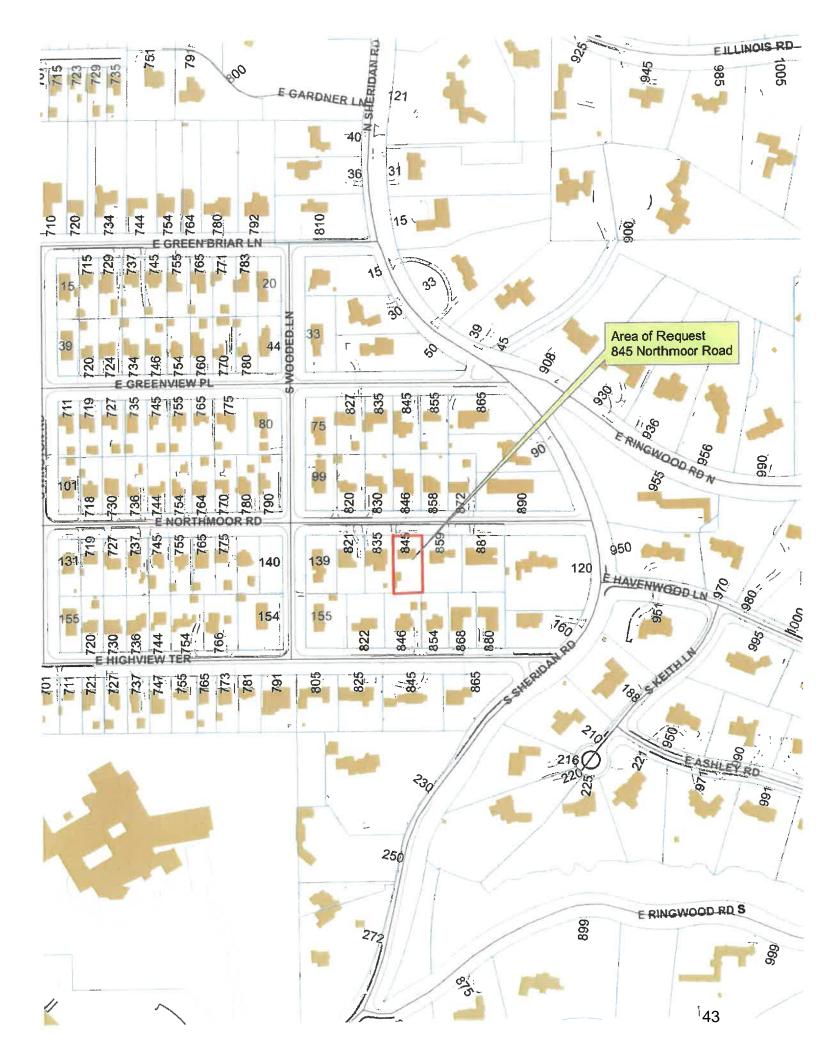




845 Maplewood Avenue Lake Forest, IL 60045

ISSUANCE AND REVISIONS DATE DESCRIPTION 7.21.23 ISSUE TO OWNER 8.07.23 REVISED PER MEETING 8.09.23 REVISIONS

42



THE CITY OF LAKE FOREST

ORDINANCE NO. 2023-____

AN ORDINANCE GRANTING A VARIANCE FROM THE SIDE YARD SETBACK FOR PROPERTY LOCATED AT 845 NORTHMOOR ROAD

WHEREAS, David and Rose Ann Simpson ("Owners") are the owners of that certain real property commonly known as 845 Northmoor Road, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

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

WHEREAS, the Owners desire to construct an addition partially within the side yard setback ("*Improvements*") as depicted on the site plans attached hereto as Group Exhibit B ("*Plans*"); and

WHEREAS, the Owners submitted an application ("**Application**") for a variance from Section 159.084, R-1, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, partially within the side yard setback area; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on July 24, 2023; and

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

- 1. The encroachment of the Improvements into the setback as proposed will not alter the essential character of the neighborhood.
- 2. The Improvements as proposed are generally compatible with the existing residence and surrounding neighborhood.
- 3. The hardship upon which the variance request is based, including the adoption of the zoning regulations after the property was created through a subdivision in 1922 and after the house was constructed, are generally unique to this neighborhood and to this property and are not generally applicable to other properties in the same zoning district throughout the City.
- 4. The existing residence does not conform to the current 10-foot side yard setback. The extent of the proposed encroachment does not exceed the existing encroachment of the house.
- 5. The variance and the resulting modifications will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or diminish property values. The proposed modifications are intended to upgrade the home.

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

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

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

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

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

SECTION THREE: Zoning Setback Variance Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow construction of the Improvements no closer than five feet to the east property line.

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

- A. <u>No Authorization of Work</u>. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. <u>Compliance with Laws</u>. Chapters , 150, regarding building and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable

ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.

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

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

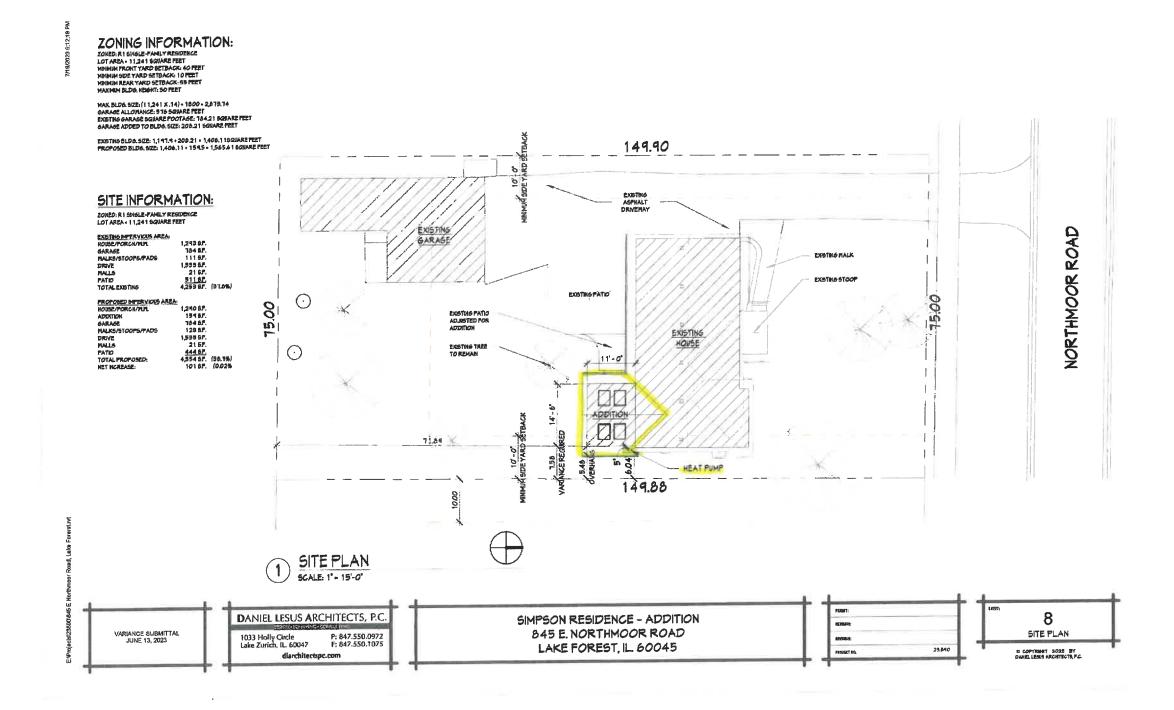
PASSED THIS __ DAY OF _____, 2023. AYES: () NAYS: () ABSENT: () ABSTAIN: () PASSED THIS __ DAY OF _____, 2023.

ATTEST:

Mayor

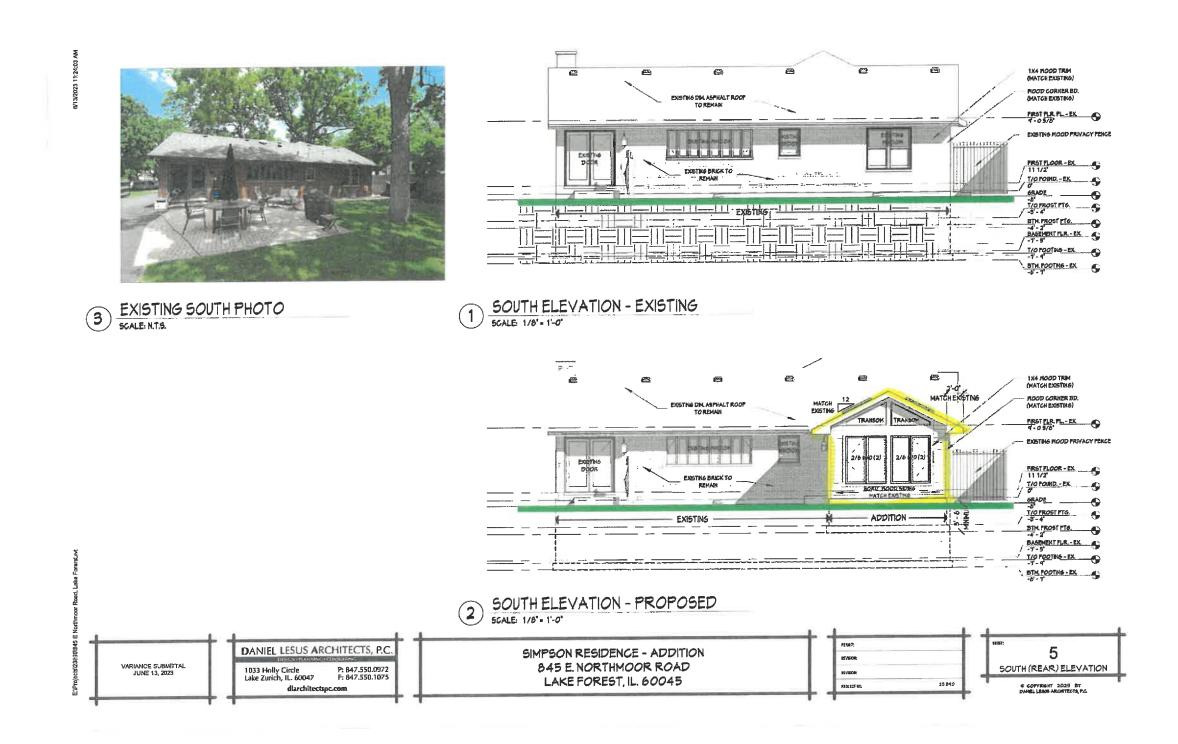
City Clerk

The Plans



PROPOSED SITE PLAN

<u>The Plans</u>



EXISTING AND PROPOSED ELEVATIONS

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The Plans



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JUNDEX.	-
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ROST PT6.	
ROST PTG.	
ENT FLR -EX	-5
OTING - EX	- A.
OOTING - EX.	-6