

**THE CITY OF LAKE FOREST  
CITY COUNCIL AGENDA**  
Monday, October 16, 2023, 6:30 p.m.  
220 E. Deerpath  
Lake Forest, IL 60045

**CALL TO ORDER AND ROLL CALL** immediately following the Finance Committee at 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

**PLEDGE OF ALLEGIANCE**

**REPORTS OF CITY OFFICERS**

**1. COMMENTS BY MAYOR**

**2. COMMENTS BY CITY MANAGER**

**A. Community Survey**

- George Issakoo, Assistant City Manager and
- Ryan Murray, ETC Institute

**3. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL**

**4. COMMITTEE REPORTS**

**FINANCE COMMITTEE**

**1. Acknowledge Receipt of the FY2023 Treasurer's Report**

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

**PURPOSE AND ACTION REQUESTED:** Staff requests that the City Council acknowledge receipt of the Fiscal Year 2023 Treasurer's Report.

**BACKGROUND/DISCUSSION:** Pursuant to Illinois Statute, a Treasurer's Report must be filed with the City Clerk, the County Clerk, and published in a Lake Forest newspaper within six months after the end of each fiscal year. The report will be published in the October 19, 2023, edition of the Lake Forester. The report may be found beginning on **page 11**.

**BUDGET/FISCAL IMPACT:** N/A

**COUNCIL ACTION: Acknowledge receipt of the FY2023 Treasurer's Report**

**2. GFOA Triple Crown Award Presentation and Distinguished Budget Presentation Award**

Recently, the City was notified by the Government Finance Officers Association that the City's FY22 Popular Annual Financial Report (PAFR) has received the GFOA's PAFR Award. The GFOA established the Popular Annual Financial Reporting Awards Program (PAFR Program) in 1991 to encourage and assist state and local governments to extract information from their annual comprehensive financial report to produce high quality popular annual financial reports specifically designed to be readily accessible and easily understandable to the general public and other interested parties without a background in public finance and then to recognize individual governments that are successful in achieving that goal.

Successfully achieving this award puts the City in a very exclusive club as a GFOA "Triple Crown" winner for the 2<sup>nd</sup> year in a row. This designation is for governmental units that have been awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting, the GFOA Distinguished Budget Presentation award, and the GFOA PAFR Award.

- The City has earned the GFOA Financial Reporting Award 44 consecutive years
- The City has earned the GFOA Budget Presentation Award for 8 consecutive years, including recently being notified of receiving the award for the City's FY24 budget
- The City has earned the GFOA PAFR award for 2 consecutive years

According to the US Census Bureau, there are more than 85,000 units of government in the US. **Only 321 units of government in the United States currently hold "GFOA Triple Crown" recognition!**

The Finance Department team is to be commended for the excellent work they do each and every day that allows for the City to be successful in achieving these national recognitions.

<b>5. ITEMS FOR OMNIBUS VOTE CONSIDERATION</b>
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**1. Approval of October 2, 2023, City Council Meeting Minutes**

A copy of the minutes can be found beginning on **page 18**.

**COUNCIL ACTION:** Approval of October 2, 2023, City Council Meeting Minutes

**2. Consideration of Adoption of Updated Versions of Previously Adopted State and National Life Safety and Building Codes Used by the City. (Final Approval)**

STAFF CONTACT:

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

At the October 2, 2023 meeting, the City Council approved first reading of an Ordinance adopting updated versions of previously adopted State and National Life Safety and Building Codes. The Ordinance is presented to the Council for final approval.

Adoption of updated Codes is recommended for the following reasons.

- To allow the City to remain current as construction methods, materials, and building and life safety regulations evolve.
- Adoption of the updated Codes aligns the City with surrounding municipalities, and the County which is important given long standing contractual and shared service relationships through which the City provides fire protection services, annual life safety inspections, building plan reviews, and inspections for nearby communities.
- The periodic Code updates continually strive to clarify and eliminate ambiguity in the earlier versions of the Codes.
- City staff is well prepared for this transition having attended training sessions on a continuing basis to keep current with changes to construction methods, materials and State and Federal requirements. In particular, new requirements relating to energy efficiency and life safety are incorporated into the updated Codes.
- Most architects and builders are familiar with the new versions of the Codes and are already designing to the updated standards.

Importantly, as the City has done in the past, a transition period will be provided to assure that projects currently in the design process are not delayed or forced to make mid-project changes. Until January 1, 2024, plans designed to the current Codes will be accepted. All architects, design professionals, and contractors on file with the City will be notified of the updates if adopted by the City Council and will be made aware of the timeline for implementation.

The following Code updates are proposed for adoption. The Ordinance also reflects minor changes to titles of the various Codes for consistency with the updates.

National Fire Protection Association Codes (NFPA)

- 101 Life Safety Code – 2021
- Fire Sprinkler Codes 13, 13D, 13R - 2019
- Fire Alarm Code - 2019
- Fire Code - 2021

International Mechanical Code IMC 2021

International Residential Code (IRC) 2021

International Building Code (IBC) 2021

International Fuel Gas Code IFGC 2021

National Electrical Code NEC - 2020

Following the adoption of the Code updates, staff will continue to review existing local Codes and bring amendments forward on an incremental basis to eliminate duplication and take full advantage of the technical framework provided in the State and National Codes. As appropriate, local, more restrictive Code provisions will be retained. All proposed Code amendments are presented to the City Council for adoption.

The Ordinance approving the adoption of the updated Building and Life Safety Codes is included in the Council packet beginning on **page 23**.

COUNCIL ACTION: Grant final approval of the Ordinance adopting updated versions of the State and National Building and Life Safety Codes.

**3. Consideration of a Request to Waive the Fidelity Bond Requirement in Connection with Holding a Raffle in the City of Lake Forest for Northwestern Medicine Lake Forest Hospital and The Women's Board of 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 Northwestern Medicine Lake Forest Hospital and The Women's Board of 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, Northwestern Medicine Lake Forest Hospital and The Women's Board of Northwestern Medicine Lake Forest Hospital are requesting a waiver of the bond requirement and has submitted a request. A copy of the request can be found beginning on **page 28**

**BUDGET/FISCAL IMPACT:** N/A

COUNCIL ACTION: Consideration of a Request to Waive the Fidelity Bond Requirement in Connection with Holding a Raffle in the City of Lake Forest for Northwestern Medicine Lake Forest Hospital and The Women's Board of Northwestern Medicine Lake Forest Hospital. (Approval by Motion)

**4. Approve the contract to Camp Nageela Midwest, dba Camp Henry Horner in the amount of \$34,000.**

*STAFF CONTACT: Todd Nahigian, CROYA Manager 810-3982*

**PURPOSE AND ACTION REQUESTED:** The CROYA Staff is recommending approval of a contract with Camp Nageela Midwest, dba Camp Henry Horner in the amount of \$34,000.

**BACKGROUND/DISCUSSION:** CROYA High School weekend Retreats date back to 1987 with over 5,000 high school students attending over 30 years. CROYA youth and staff consider the Retreats the most meaningful and impactful programs CROYA provides. Camp Henry Horner in Ingleside, IL, provides the highest quality experience while maintaining reliability. CROYA began attending Camp Henry Horner in Fall, 2016. Their facilities, location, service quality, price and overall experience are a great fit for CROYA. The Camp Henry Horner staff is accessible and responsive to our needs. The total cost of the two annual retreats will be approximately \$34,000.

**BUDGET/FISCAL IMPACT:** CROYA currently charges students \$180 each to attend a Retreat. Revenue for the 2 Retreats during this fiscal year is estimated to be \$30,000.

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

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

Below is an estimated summary of Project budget:

FY2024 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
101-1601-483.60-17	\$34,000	\$34,000	(Y)

COUNCIL ACTION: Approval of the contract to Camp Nageela Midwest, dba Camp Henry Horner in the amount of \$34,000

**5. Consideration of an Ordinance for 797 Summit Avenue 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 along with the associated Ordinance.

**BACKGROUND:** 797 Summit Avenue – The Building Review Board considered a request for approval of significant alterations including reconstruction of the roof with enlarged dormers, the addition of an open front porch, and removal of an earlier addition at the rear of the home. Public testimony was presented by several neighbors and the Lake Forest Preservation Foundation in general support of the updates to the home with some suggestions for further refinement to some aspects of the project and a request for the addition of landscaping. The Board recommended approval of the petition subject to final refinements as construction plans are prepared and the addition of limited landscaping. The Zoning Board of Appeals also considered this petition and recommended approval of variances as detailed in the following agenda item. (Board vote: 6-0, approved)

An Ordinance approving the petition as recommended by the Building Review Board, with key exhibits attached, is included in the Council packet beginning on **page 30**. 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 an Ordinance for 797 Summit Avenue approving modifications in accordance with the Building Review Board’s recommendation.

**6. Consideration of Ordinances Approving Recommendations from the Zoning Board of Appeals for 334 Circle Lane and 797 Summit Avenue. (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:** 334 Circle Lane – The Zoning Board of Appeals recommended approval of an Ordinance granting a variance to allow an addition and deck within the steep slope setback. The variance was granted based on the review and recommendation of the City Engineer. No testimony was presented to the Board on this petition. (Board vote: 6-0, approved)

797 Summit Avenue – The Zoning Board of Appeals recommended approval of an Ordinance granting variances from the front and side yard setbacks to allow reconfiguration of a roof, expansion of dormers, and the addition of an open front porch. No testimony was presented to the Board on this petition. The Building Review Board also considered this petition and recommended approval as detailed in the previous agenda item. (Board vote: 6-0, approved)

Ordinances approving variances from the zoning setbacks for 334 Circle Lane and 797 Summit Avenue as recommended by the Zoning Board of Appeals, with key exhibits attached, are included in the Council packet beginning on **page 39**. The Ordinances, complete with all exhibits, are available for review in the Community Development Department.

**COUNCIL ACTION:** If determined to be appropriate by the City Council, waive first reading and grant final approval of Ordinances approving variances from zoning setbacks for 334 Circle Lane and 797 Summit Avenue in accordance with the Zoning Board of Appeals' recommendations.

**COUNCIL ACTION:** Approve the six (6) omnibus items as presented

<b>6. OLD BUSINESS</b>
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<b>7. NEW BUSINESS</b>
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- 1. Items Related to Expanded Use of Elawa Farm by the Elawa Farm Foundation including Consideration of Amendments to the Special Use Permit as Recommended by the Zoning Board of Appeals, Consideration of an amended Lease Agreement, and Consideration of a Request for a Short-Term Loan. Elawa Farm is located at 1401 Middlefork Drive. (Waive First Reading and Grant Final Approval of an Ordinance and Grant Approvals by Motion)**

PRESENTED BY:

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

*Elizabeth Holleb, Director of Finance (810-3612)*

**PURPOSE AND ACTION REQUESTED:** The Council is asked to consider a recommendation from the Zoning Board of Appeals in support of amendments to the Special Use Permit under which Elawa Farm operates to authorize expanded use of the facility by the Elawa Farm Foundation (the "**Foundation**"). To correspond with the amendments to the Special Use Permit, amendments to the Foundation's Lease Agreement to reflect the expanded use of indoor

and outdoor spaces at Elawa Farm, is also presented for Council consideration. To advance the Foundation's plans to make improvements to the recently vacated spaces while private funds are being raised, the Foundation is requesting a bridge loan from the City. The City Council is asked to consider approval of the loan in concept at this time, a formal Loan Agreement will be presented to the Council for approval at a later date.

**BACKGROUND/DISCUSSION:** Elawa Farm, a community facility, operates under a Special Use Permit because it is a non-residential use located on residentially zoned property. As the Council is aware, recently, the City's Wildlife Discovery Center ("**WDC**"), which was located at Elawa Farm as a co-tenant with the Foundation, was discontinued. As a result, the spaces, both indoor and outdoor, that were previously occupied by the WDC are now vacant. The Foundation proposes to expand into the vacated spaces. The proposed expansion of offerings by the Foundation is intended to enhance the availability of low impact and educational programs and activities at Elawa Farm, but also to assure an ongoing revenue stream for the Foundation to support programming and activities, and to help maintain the historic farm buildings and the garden as community assets.

Amendments to the Special Use Permit

The Foundation proposes to backfill the indoor and outdoor spaces vacated by the WDC by expanding food offerings which will be supported by a new kitchen planned at the south end of the east farm building, creating a reimagined Visitors' Center, upgrading classroom and program spaces, and by returning a limited number of farm animals to the far southwest outdoor portion of the site.

The proposed amendments are fully set forth in a blackline format in the Ordinance which is included in the Council packet beginning on **page 52**. The amendments to the Special Use Permit, as recommended by the Zoning Board of Appeals, are summarized below.

- ❖ A daytime café is proposed as a convenience for those visiting Elawa Farm, Elawa Park, or the Forest Preserves District trails. Indoor and outdoor seating will be available and limited food and beverages will be offered for purchase. The café will be operated by the Foundation, not an outside private entity.
- ❖ Additional "dinner on the farm" opportunities will be offered. Dinners will host up to 60 guests at a time, by prior registration only, up to three nights per week. The dinners will feature food from the garden and food prepared on site. The dinners will be operated by the Foundation, not an outside private entity. These dinners will be *in addition* to the evening events already permitted by the Special Use Permit including specialty fund raising events hosted by the Foundation and a limited number of private rental events.
- ❖ A limited number of domestic farm animals are proposed in outdoor cages, in the area previously occupied by the WDC animals.
- ❖ No additional private rentals are proposed and no changes to the current limitations on private rentals are proposed.
- ❖ At this time, no use of the cottage is proposed by the Foundation. The condition of the cottage is being evaluated by the City.

The Zoning Board of Appeals conducted a public hearing on this petition on July 24, 2023. The Board heard a presentation from Laura Calvert, Executive Director of the Elawa Farm

Foundation, and heard public testimony. The public testimony was generally in support of the proposed amendments with some concern expressed about the overall level of activity resulting from the combination of the various users of Elawa Farm, the adjacent Forest Preserve, the City park, and the residential neighborhood. Additional parking is planned at the site as endorsed by the City Council's Public Works Committee, and funding for the parking expansion will be considered by the Council as part of the upcoming budget process.

The Board voted 6 to 0 to recommend approval of the amendments to the Special Use Permit. Findings in support of the Board's recommendation are attached as an exhibit to the Ordinance which, along with the Board's report and the minutes of the meeting are included in the Council packet beginning on **page 64**.

#### Amended Lease Agreement

The amendments proposed to the Special Use Permit as summarized above anticipate the Foundation expanding into the recently vacated space at Elawa Farm. The amended Lease Agreement addresses the additional square footage in the buildings and outdoors that will be utilized by the Foundation. The amendments acknowledge that the Foundation will be the only tenant at Elawa Farm, eliminating the need for common use areas and defines the expanded responsibilities the Foundation will have as the sole tenant. The City retains the ability to hold limited community meetings at Elawa Farm subject to coordination with the Executive Director of the Foundation.

Exhibit B of the proposed lease agreement sets forth the rent amounts to be paid to the City. The current monthly rent of \$3,977.17 would continue through May 31, 2024, to allow time for the Foundation to make improvements to the space previously occupied by the WDC. Effective June 1, 2024, the monthly rent amount would be increased to reflect the additional square footage to be occupied by the Foundation. Exhibit B also clearly denotes the operating costs included in the monthly rent paid to the City and the operating costs that will be borne by the Foundation.

The Amended Lease is included in the Council packet beginning on **page 75**.

#### Loan Request

Upon Council approval of the amendments to the Special Use Permit and Lease Agreement, the Foundation will kick off a Capital Campaign to support the planned improvements in the farm buildings and outdoors on the site. The improvements will occur in phases over about 18 months with the first, and most significant phase, the construction of a more expansive and upgraded kitchen at the south end of the east building, planned to get underway very soon. Other facility improvements will provide improved classroom, programming, and visitor spaces and outdoor facilities to provide proper enclosures and care for the farm animals.

The Foundation is requesting a bridge loan from the City to allow the planned improvements to be advanced while the Capital Campaign is underway. This loan would be similar to the loan previously approved for the Ragdale Foundation. At this time, the City Council is asked to approve the loan in concept and, if approved, City staff will work with Elawa representatives to draft a Loan Agreement for formal Council consideration at a later date. The key provisions of the loan are summarized below.

- ❖ Amount: Up to \$1,000,000 with a 12-month draw down period.
- ❖ Interest Rate: 6.00% with interest paid quarterly.



- ❖ Term: At the close of the 12-month draw down period, a repayment period of three years would commence with 1/3 of the principal amount due at the end of each year.
- ❖ Collateral: Loan principal amount would be fully collateralized with Foundation funds on deposit. The City would receive monthly statements to verify the collateral amount.
- ❖ Prepayment: Foundation would have the right to pay off the loan early without penalty.

**COUNCIL ACTION:**

If desired by the Council:

Waive first reading and grant final approval of an Ordinance amending the Special Use Permit for Elawa Farm at 1401 Middlefork Drive as recommended by the Zoning Board of Appeals and as detailed in the Ordinance.

AND

By motion, approve an amended lease agreement with the Elawa Farm Foundation.

AND

By motion, approve in concept a loan by the City to the Elawa Farm Foundation in an amount not to exceed \$1 million.

<b>8.      ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS</b>
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<b>9.      ADJOURNMENT</b>
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A copy of the Decision Making Parameters is included beginning on **page 10** of this packet.

Office of the City Manager

October 11, 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.*

**ANNUAL TREASURER'S REPORT**  
**THE CITY OF LAKE FOREST**  
**FISCAL YEAR ENDING APRIL 30, 2023**

**COMPENSATION SUMMARY:**

**Under \$25,000**

NICOLAS ABBAGNARO, EMILY ADAMS, RUBEN AGUAYO, JUAN AGUIRRE, JOYCE ALLEN, LEONARD ANELLI, ELENA ASHLEY, WILLIAM ATZEFF, ARIANA AYALA NUNES, LILLY BALDWIN, JUAN BARAJAS, SUEANN BARRETT, STEVEN BARTOLAI, HARRISON BELSANTI, LESLEY BEVAN, LEVI BIEDA, ZACH BIELA, MELISSA BLAKE, LISA BRODSKY, JENNIFER BRODY, BRENDAN BURKE, CLAYTON BURTON, MAURA CAMOLETTO, Charles Capps, MARGARET CARRICK, SEAN CARROLL, CAROLINE CARTER, MARY CARTER, ELLEN CHA, CLINT CHAMBERLAIN, EMMA CHARLOT, PIERRE CHARLOT, BRADY CHRISTOPH, COLE CLAYTON, HILLARY COHEN, CARTER COLLIS, SPENCER COLLIS, KAYLA CORCORAN, CORBIN CORNELISON, MAYA CRECOS, ADRIANA CROCKETT, JASON CROCKETT, THOMAS CRONIN, JACK CUSHING, NICHOLAS CVIJOVIC, ALEXANN DADDONO, FINN DAVIS, JONATHAN DAY, PETER DEL FAVA, CATHERINE DEMET, MICHAEL DHAMER, VICTOR DIAZ, MATT DIEDRICH, RYAN DONES, KATHRYN DONNELLAN, MATTHEW DURBURG, QETI ENDELADZE, CHRISTIAN ENGFER, CLAIRE ERDMAN, WENDI EWALT, PERI FEDDERMANN, ZUZANNA FEDIUK, JUAN FERNANDEZ, CLARA FINLEY, DAKOTA FITZGERALD, EMMA FITZGIBBONS, SEAN FITZGIBBONS, ANTHONY FLORES, ALEXANDRA FONTANA, AMELIA FONTANA, MACKENZIE FONTANA, LINDSAY FONTANA, SHANE FOREMAN, ZACHARY FOSTER, AIDAN FOWLER, ISABELLA FRABONI, MCKENZIE FROST, DONALD FURTH, CHRISTOPHER GALGAN, DELANEY GALVIN, RONALD GARBETT, ROSEANN GIANGIORGI, CHARLES GISH, SPENCER GLICKSON, CONNOR GLYNN, LEE GOLDFINE, MELISSA GOMEZ, NICHOLAS GOMULKA, GILLIAN GOODFRIEND, GRACE GOODMAN, JUSTIN GORDON, LILI GOSHGARIAN, CAROLINE GOSHGARIAN, CLARA GOSHGARIAN, JANE GOZUN ALLEISON, MIKEY GRAY, MEREDITH GREGORY, MATTHEW GUIDO, JOHN GULLEDGE, EMMA GURROLA, ESTHER GUTIERREZ-SLOAN, EMERY HAGHIGHAT, DEREK HALL, ARGY MAITA HAMBURG, FREDERICK HAMBURG, JACKSON HAMILTON, ETHAN HAQQ, JOHN HAROTIAN, CONNER HARRIS, WILLIAM HARTNETT, SHARON HARTSHORNE, DAVID HARTSHORNE, Jonathan Hawkins, AMY HEPBURN, COURTNEY HERNANDEZ, WILLIAM HILLISTAD, LARRY HODGE, KATHY HODGE, DILLON HOLLINGSWORTH, PHOENIX-ROSE HONEYCUTT, GRACE HUBER, STEVEN HUCK, MADELYN HUGHES, ALYSON HUMBERT, AHMED IBRAHIM, JOSEPH JAGIELLO, MICHAL JANOWICZ, JOSEPHINE JANOWICZ, TEDDY JENKINS, ARON JERSILD, THOMAS JOHN, MADISON JOHNSON, JOHN JOHNSON JR, ZOE JOSEPH, MARA JOSEPH, KAMIL KALETA, KATELYN KASHUL, EVERETT KEHE, ANNE KELLY, MARJORIE KEMP, JONATHAN KERR, SARA KHATER, KELLY KING, GABRIEL KOBZA, PATRICIA KOCHAUER, ABIGAIL KOCUREK, CHRISTOPHER KONDIKES, JENNA KRAKOWSKI, VICTOR KRAS, JOSHUA KRUG, CATHERINE KUCERA, LEO KUMAR, AARON KURIAN, MARIA KYRIACOU, JULIANNE LAPETINA, JOHN LARSON, GIOVANNI LEBRON, LAWSON LEVINE, HANNAH LIDDICOAT, KATHRYN LOTHARIUS, ASHLEY LOVE, TYLER LOWIS, PETER LUCAS, MEGAN LYKE, KIMBERLY LYSZCZARCZYK, AMELIA MACARTHUR, ALAN MACKIC, ALMA MACKIC, MITCHELL MADLAND, JACQUELINE MADURA, SUSAN MANDELTORT, ANDREA MANNARINO, THOMAS MARKS, LUCIA MARQUEZ, ISABELLA MARSICO, OLIVIA MARSICO, ISAAC MARTINEZ, CARINA MATUSZEWSKI, TRISTAN MCDONALD, KYLE MCDONALD, RUSSELL MCLAUGHLIN, ROBERT MEDICA, ROBERT MEERS, RYAN MENEELY, ELISSA MENEELY, ELLIE MERRILD, GAGE MESSNER, JACOB MICKSCH, AINSLEY MILLS, CLAYTON MOBILE, CALE MOBILE, OLIVIA MOORE, MAX MOORE, GEORGE MORALES, MEGAN MORRISSEY, LUCY MULLOY, RAFAEL MURILLO, KENNETH MURRAY, CAROL MYERS, THOMAS MYERS, MASON NAVE, CHRISTOPHER NEILL, MADISON NEKVINDA, EMMETT NEVEL, TEDDY NICEWICK, AVA NORTH, JUSTIN NOSTER, JUDITH NUSINOW, FACUNDO OCAMPO, LAKSHMI OJHA, LISA ORSINI, NOEMI PADILLA, BENNETT PANDOLFINO, ALEXANDER PANOS, ALEX PASINATO, MICHAEL PERRY, RACHEL POGANY, ROBIN POWER, JANICE PRICE, HARRY PROEH, DYLAN PROJANSKY, DEBORAH PTAK, ELIZABETH RAMIREZ, JONMARC RANALLO, ALEXANDER RANKER, DAVID RANDELL, ISABELLA RAUCH, AVRA REDDY, TROY REEVES, JOHN REID, MATTHEW REID, THOMAS REILLY, FREDERICK RICHARDS, THERESA RISI, JAMES RISI, SARAHI RIVERA-MARTINEZ, ALEXUS ROBINSON, GAVIN ROBY, PAIGE ROBY, RAUL RODRIGUEZ, FRANCIS ROMEO, TAYLOR ROSS, SAMANTHA RUBIN, TIMOTHY RUKAVINA, PETER RUKAVINA, STEPHEN RYDER, TYLER SAIEG, ROSEMARY SARMA, REBECCA SAUSER, TYLER SCHACHTER, ERIK SCHAUL, STEVEN SCHECHTER, MCKINLEY SCHEPPLER, HENRY SCHOLZ, WILLIAM SCROGGINS, AVA SEITZ, KRISTOFER SELEGA, ANTHONY SERDAR, ANNA SEYFERT, ANN SHAW, SAGE SHERMAN, KARA SHIELDS, BRADLEY SHOEMAKER, NATALIE SHUMATE, ARTURAS SIMENAS, OLIVEA SIMMS, CAREN SKARZYNSKI, ALEX SLOMBA, ANGELINA SLOMBA, WILLIAM SMITH, AINSLEY SMITH, WILLIAM SMITH, PAULINA SOBIERALSKI, JULIE SOMMERS, CORY SPANN, DUSTIN SPENCE, KARINA STEITZ, AMI STELLATOS, CAROLANN STICKLER, KYLIE STITZLEIN, FRANCA STOHLGREN, MARY STRANG, SAMUEL SUBAR, AISLING SULLIVAN, MADISON SZCZERBA, NGWANUI TANGOUNG, ALEXIS TANTIMONICO, GINA TARPEY, MARGARET TATELLI, JOHN THEODORE, ERIC THOMPSON, BRETT TIBBITTS, PAIGE TIBBITTS, RACHEL TJARKSEN, ADAM TJARKSEN, DENISA TKACOVA, WILLIAM TODD, ALLISON TODD, SAMANTHA TOMEK, COLTON TORTORELLO, CORINNE TRELA,

NATHAN UHART, KRISTIAN UREMOVIC, KRISTIN VALLALY, ELEANOR VAN ANTWERP, BLANCA VARGAS, NEIL VASQUEZ, THERESA VEENEMAN, BENJAMIN VEGA, ARETA VERSCHOOR, SAM VOLPE, ALLEN WALKER, MICHAEL WEGENER, LAYLA WERNER, ADRIENNE WINFIELD, BRIAN ZEEMAN, SEMO ZITOUNI

**\$25,000 to \$49,999.99**

JOSUE AGUIRRE, JUAN AGUIRRE-ROSILES, KAREN AVERY, WILLIAM BORZICK, JOSE CALDERON-LOPEZ, PATRICIO CAMARENA, MATTHEW CHOUINARD, LINDSEY DEROSE, IRVING DOMINGUEZ, ARTURO ESCOBAR, JAVIER FAVELA, MARIANO GOMEZ, GARRETT GRATZ, JUSTIN GREEN, ZACHARY HERNANDEZ, MALCOM KELLY, WESLEY KENNEDY, DANIELLE KNIGHTON, MONICA KRZEMINSKI, MIGUEL LARA, DEBRA LERMAN, SERGIO LIRA TAJONAR, EDWIN MARTINEZ, ALEJANDRO MATA, LUKE MILLER, THOMAS MINARIK, MADISON POLSTER, CHRISTOPHER POMMER, OMAR RAMIREZ-CARDENAS, MARK ROCKWELL, PEDRO SANCHEZ CARDOZA, NICKOLAS SANDSTROM, RYAN SHEEHAN, BENITO SILVA, MATTHEW SOMERVILLE, JAMES THIEL, MATTHEW WERT, ALYSSA WILLIAMS

**\$50,000 to \$74,999.99**

CLAUDIA AUSTIN, JOY BEYDA, KELLY BOUGHER, ZENAIDA CABRERA, ANTHONY CANANIA, ULISES CASTRO, CHRISTOPHER CORDOVA, FILIP CZARNECKI, KATIE DOLAN, JENNIFER EGGERT, SALVADOR ENRIQUEZ, CHRISTINE FAUDEL, CHARLES FRANCO, TIMOTHY GEHRING, CATHERINE GREY, ADLIL ISSAKOO, KIMBERLY KRAUS, JESSICA LINDERS, KRYSTAL MEDINA, SAMUEL NOTTINGHAM, THAIS HELENA O'MALLEY, MARIJA PERISIC, SUSAN SIMMS, MICHAEL STRONG, REAGAN WALSH

**\$75,000 to \$99,999.99**

CRISPIN ABEL, BRIAN ACELLO, ANTHONY ANASZEWICZ, MATTHEW BACHLER, JENNIFER BAEHR, JOHN BALDWIN, JOYCE BETTINGER, DAVID BIDDLE, AARON BISHOP, MARGARET BOYER, JASON BUSDEKER, ANTHONY CARABALLO, TONY CARINGELLO, ROBERT CARMICHAEL, JUAN CASTREJON, TREVOR CHANDLER, RIGOBERTO CORIA, STUART COX, ROBERT CRAWFORD, AARON DALZOT, CHANZE DAVIS, DWIGHT DAVIS, RICHARD DAY, RENEE DE LEON, BRYAN DEBAETS, BRINA DIAZ, JOSE DIAZ, DANIEL EDWARDS, JOHN ELDRIDGE, KRISTIN ELLIOTT, CHRISTOPHER FREUND, MICHELLE FRIEDRICH, PABLO GARCIA, YONI GARCIA, TYLER GATES, CAROLYNN GAYLORD, MIKE GERNENZ, VALERIE GONZALEZ, SARA HARTNETT, ERIC HILL, SAMANTHA HILLER, WILLIAM HOWARD, ROBERT JANUARY, ERUBIEL JAQUEZ, DOUGLAS JUHREND, LAWRENCE KENAR, ERIC KRUEGER, MARK KRYGERIS, JAMES LOCKEFEE, BILLY LOYD, BARBARA LUEDER-MANETTI, LONDON LUZAR, SALOMON MARTINEZ JR., KEITH MASLON, JAKE MATTSO, EMILY MELGAR, NICHOLAS MICHL, JAMIE NIXON, JASON OLSON, DANA OLSON, SEAN O'NEILL, RICKEY PARHAM, RICHARD PAULSEN JR, LAUREN PEREZ, KENNETH PIERINI, BECKY POCASANGRE, TARA PURTELL, ISMAEL RAMIREZ, KYLE ROEDER, LISSARDA ROGOZ, JAMES SANTOSTEFANO, JAMESE SCOTT, JAMES SHELTON IV, ANDY SHIU, SAM SINENI, DANIELLE SPANN, RAYMOND SPETZ, MICHAEL SZYMANEK, ANGELA TAPPA, CHRISTINE TERESI, JOSEPH TOMASELLO, LESLIE WALTON, MARK ZALKE

**\$100,000 to \$124,999.99**

MATTHEW ALLEN, ZACHARY AMREIN, ROBERT BROWN, MATT BRUGIONI, CAMERON BURRELL, MIGUEL CAMARENA, MARINA CHERNIKOVICH, WILLIAM CLIFFORD, CHRISTINE CUSTER, RAFAEL DAVILA, TROY DEVRIES, NICHOLAS DOVEL, MATTHEW GOODMAN, RONALD GRAMER, STEVEN HILL, KEVIN HILL, JOSHUA HUCKER, ERIK HUSTON, PATRICK ISSEL, MATTHEW JAKOB, BRIAN JOYCE, MATTHEW KLUCHKA, JAMES KOBLAS, CHARLES KRIENS, KATHERINE LACIVITA, JAMES MAGNA, MISAKO MAJ, BRIAN MIKLOVIC, ADAM MILCZAREK, ASHLEY MOLINARI, TODD NAHIGIAN, RICHARD PAULSEN, BRIAN POGACHNIK, BERNARD PONDEXTER, JUAN RAMIREZ, DANIEL RICE, PATRICIA SCHWALL, ZACHARY STYX, MICHAEL TIEGS, RICHARD VOLPE, MICHAEL WHALEN, AUSTIN YARC

**\$125,000 and over**

PHILLIP ALDERKS, ANDREW ALLAN, RICK ANDERSON, ANDREW BARNES, DANIEL BLAUL, ERIK BLOMBERG, AMBER CAMPBELL, SCOTT CHRISTENSEN, ROBERT COPELAND, CATHERINE CZERNIAK, PAUL DAIZOVI, BRIAN ESMON, ERIC FARR, CHARLES FLESCHE, JOSEPH GABANSKI, MICHAEL GALLO, JAMES GLUTH, BENJAMIN GRUM, PHILIP GUALDONI, JOHN GULLEDGE, DIANE HALL, ELIZABETH HOLLEB, MICHAEL HUGHES, CORY KAZIMOUR, RUSSELL KLUCHKA, ERIK KOSITZKI, AARON KRUCHKO, BYRON KUTZ, DANIEL LAINIO, MICHAEL LANGE, MARK LONG, BRETT MARQUETTE, DANIEL MARTIN, DAVID MINISCALCO, JOSEPH MOBILE, MICHAEL MOUNTS, CHARLES MYERS, TRAVIS PEDERSEN, MATTHEW PENAR, MATTHEW RAUSCH, ANDREW RICK, JACOB RIEPER, CHRISTOPHER ROBERTS, NICHOLAS SABEL, JAMES SHAW, PETER SIEBERT, MATTHEW SIGNA, JEFFREY SULKIN, SALLY SWARTHOUT, MICHAEL THOMAS, KARL WALLDORF, STEVEN WERCHEK, JASON WICHA, COREY WIEREMA, KEVIN ZELK

**Total Compensation: \$24,901,470.14**

## **EXPENDITURE SUMMARY**

1ST AYD CORPORATION 14,452.88, 3M COMPANY 5,259.47, A & A SPRINKLER COMPANY INC 11,844.00, ABSOLUTE LANDSCAPE INC 3,349.00, ABT ELECTRONICS & APPLIANCES CO 5,143.00, ACCESS ELEVATOR INC 2,541.00, ACQUA CONTRACTORS CORPORATION 296,350.00, ACROSS THE STREET PRODUCTIONS, INC. 3,028.12, ACTIVE DATA SOLUTIONS, LLC 6,575.54, AD INTERNATIONAL, LLC 10,000.00, ADI 6,621.41, ADVANCE AUTO PARTS 25,205.17, ADVANCED TELECOMMUNICATIONS OF IL 18,421.50, ADVANCED TREE CARE 57,108.00, AIR ONE EQUIPMENT INC 9,743.00, AL WARREN OIL COMPANY, INC. 444,957.01, ALAN F. FRIEDMAN, PHD, INC. 4,452.90, ALBERTSONS COMPANIES 4,225.76, ALEXANDER CHEMICAL CORPORATION 49,343.71, ALEXANDER EQUIPMENT CO INC 4,264.18, ALFA LAVAL INC. 3,085.95, ALL CRANE & HOIST, LLC 12,174.50, ALPHA PAINTWORKS INC 17,949.00, AMALGAMATED BANK OF CHICAGO 4,234,112.50, AMAZON CAPITAL SERVICES, INC 94,789.04, AMERICAN BACKFLOW & FIRE PREVENTION 16,978.00, AMERICAN GAS LAMP WORKS, LLC 28,305.43, AMERICAN GASES CORP 6,421.12, AMERICAN HOIST & MANLIFT, INC. 22,046.60, AMERICAN OUTFITTERS LTD 27,224.80, AMERICAN PRINTING TECH. INC. 27,314.40, AMERICAN WATER WORKS ASSOCIATION 2,595.00, AMERICA'S ACTION TERRITORY 4,888.63, AMLINGS INTERIOR LANDSCAPE 4,704.96, AN APPLE A DAY INC 4,725.25, ANA BEE WELL LLC 16,620.00, ANCEL GLINK, P.C. 408,298.42, ANDERSON PEST SOLUTIONS 3,370.46, ANDRES MEDICAL BILLING LTD 37,861.74, APCO INTERNATIONAL, INC. 3,050.00, APEX SIGNS & GRAPHICS, INC 5,572.50, ARCHIVESOCIAL 4,491.00, ARIES INDUSTRIES, INC. 6,299.73, ART SIGN WORKS INC 2,766.00, ARTHUR WEILER INC. NURSERY 11,470.00, ASSET HEALTH, INC. 30,000.00, ASYLUM SKATE PARK 3,480.00, AT & T 26,253.04, ATLAS BOBCAT, LLC 15,002.62, AUTOMATED SCALE CORPORATION 4,907.53, AVALON PETROLEUM COMPANY 105,555.83, AVI SYSTEMS, INC. 15,432.00, AVS COMPANIES 4,267.00, AWARDCO 9,575.00, AXON ENTERPRISE, INC. 54,634.87, AZTEC FENCE COMPANY, INC 7,500.00, B & H FOTO & ELECTRONICS CORP 2,683.58, B&G SALES OF GRAND RAPIDS, INC 4,750.75, BAKER TILLY US, LLP 71,060.00, BANDITS LACROSSE CLUB INC. 3,309.00, BARTLETT TREE EXPERTS 15,457.00, BASELINE YOUTH SPORTS, INC. 10,631.00, BAXTER AND WOODMAN INC 104,474.95, BELLARU CATERING CORP 6,061.25, BELL'S ULTIMATE TRUCK OUTFITTERS 4,504.00, BENTZ, JAMES ROBERT 18,000.00, BERGER EXCAVATING CONTRACTORS, INC 7,600.00, BERNARDINI, DEAN 4,995.00, BERRY TIRE & AUTO 4,402.50, BESTCO HARTFORD 202,964.24, BIOGREEN ORGANICS 7,700.00, BOBBY DOUGLASS PRO CAMPS 6,458.40, BOUND TREE MEDICAL, LLC 4,222.90, BREEZY HILL NURSERY, INC. 5,609.84, BROOKSTONE PRINTING COMPANY 15,570.42, BRUCE BRUGIONI CONSTRUCTION CO, INC 147,768.13, BS&A SOFTWARE 41,754.00, BSN SPORTS LLC 12,025.52, BUILDING PERMIT REFUNDS 702,750.88, BURRIS EQUIPMENT COMPANY 26,309.34, C H JOHNSON CONSULTING INC. 24,750.00, CAHILL HEATING, AIR CONDITIONING 26,260.00, CALIBRE PRESS 3,252.02, CAMARENA, MIGUEL A. 2,606.13, CAMP NAGEELA MIDWEST, INC. 29,610.00, CARAHSOFT TECHNOLOGY CORPORATION 17,514.00, CARBON DAY AUTOMOTIVE 23,846.00, CARTEGRAPH SYSTEMS LLC 99,800.00, CASSIDY TIRE & SERVICE 9,080.00, CATERED BY DESIGN 7,956.25, CDW GOVERNMENT 85,191.24, CELLEBRITE INC 3,465.00, CEMETERY LOT REFUNDS 22,925.00, CENTER FOR INTERNET SECURITY, INC. 13,800.00, CERAMIC SUPPLY CHICAGO INC 2,904.50, CHALET 3,119.80, CHAPMAN AND CUTLER LLP 22,500.00, CHEMTEK INC. 3,526.30, CHICAGO COMMUNICATIONS LLC 8,190.40, CHICAGO COOLING TOWER COMPANY INC 12,800.00, CHICAGO FIRE YOUTH CAMPS, LLC 4,602.00, CHICAGO PARTS AND SOUND LLC 8,387.41, CHICAGO SOUND & BACKLINE 2,750.00, CHICAGO SYMPHONY ORCHESTRA 3,540.00, CHICAGO TRIBUNE CO 7,479.88, CHICAGOLAND OFFICIALS SERVICE, INC. 4,497.00, CIT GROUP, INC 5,715.14, CIVILTECH ENGINEERING INC 55,994.33, CLARK BAIRD SMITH, LLP 34,122.50, CLARKE AQUATIC SERVICES, INC 9,721.00, CLARKE ENVIRONMENTAL MOSQUITO 16,540.00, CLEARSTAR, INC. 11,008.19, CLESEN BROTHERS 2,960.37, CLUB MOMENTUM ATHLETICS 7,386.75, CODE 3 CLEANERS LLC 9,442.25, COLD BLOODED CAFE LLC 37,935.05, COLLEGE OF DUPAGE 8,646.20, COLLEGE PARK ATHLETIC CLUB 12,757.60, COLUMBIA PIPE AND SUPPLY CO 5,634.42, COMCAST 20,211.98, COMCAST 24,000.00, COMED 53,064.33, COMMON SENSE TURF MANAGEMENT, INC. 12,470.00, COMMUNITY PLAYTHINGS 4,290.00, CONQUEST PEST SOLUTIONS 3,055.00, CONSERV FS 70,864.49, CONSTELLATION NEWENERGY 123,833.60, CONSTELLATION NEWENERGY, INC. 204,142.91, CONSULTING ENGINEERING INC. 25,130.00, CONTINENTAL CLAY COMPANY 15,109.77, CONTINENTAL WEATHER SERVICE 3,600.00, CONWAY PARK AT LAKE FOREST 4,385.75, CONWAY SHIELD, INC. 15,544.62, COOPER, JAMES M. 2,920.00, CORE & MAIN LP 134,053.49, COUNTER CRAFT, INC 3,975.00, CRAFTWOOD LUMBER & HARDWARE 3,679.90, CRAIG BERGMANN LANDSCAPE DESIGN INC 35,021.25, CREATIVE PRODUCT SOURCE, INC. 7,202.07, CUMMINS SALES AND SERVICE 3,072.57, CURRIE MOTORS 80,029.00, CURRIE MOTORS FORD OF VALPO 44,975.00, DAIZOVI, PAUL R. 9,619.72, DATAWORKS PLUS, LLC 23,539.00, DAVEY RESOURCE GROUP, INC. 4,712.00, DEERE & COMPANY 87,883.22, DELL MARKETING L.P 227,052.90, DELTA C CONSTRUCTION 11,950.00, DEMUTH INC 9,800.00, DENNY'S FIRE CONTROL - MSI CO. 5,267.75, DI MEO BROS INC 4,675,834.34, DIGICERT, INC. 4,800.00, DINGES FIRE COMPANY 3,425.97, DIRECT FITNESS SOLUTIONS, LLC 13,909.10, DITOMASSO EXCAVATING 43,225.00, DIVINCI PAINTERS INC 65,352.00, DIVISION OF VITAL RECORDS 16,580.00, DK ENVIRONMENTAL SERVICES, INC 7,208.00, DK ORGANICS LLC 3,270.80,

DONATI'S PIZZA 4,947.06, DONOHUE & ASSOCIATES, INC 8,200.00, DRONATION, LLC 11,800.00, DROPBOX INC 3,450.00, DRURY LANE THEATRE 3,809.63, DRYDON EQUIPMENT, INC. 5,751.68, DTN, LLC 2,604.00, DUO SECURITY, LLC. 4,940.00, DUPRE LOGISTICS, LLC 3,700.00, EAGLE POINT GUN TJ MORRIS & SON 5,484.00, EICKHOF COLUMBARIA INC. 63,479.03, EJ EQUIPMENT INC. 44,759.17, ELECTRONIC ENTRY SYSTEMS, INC 52,208.90, ELEVATOR INSPECTION SERVICE CO, INC 6,286.00, EMERIC FACILITY SERVICES 2,600.00, ENTERPRISE LEASING CO OF CHICAGO 6,965.93, ENVIRONMENTAL CONSULTING 4,940.00, ERNIE'S WRECKER SERVICE 4,214.00, ESO SOLUTIONS 9,056.49, ESRI 5,910.00, ESSCOE, LLC 10,329.00, ETC INSTIUTE 7,800.00, ETRUSCAN EXTERIORS CORPORATION 10,836.00, EUCLID MANAGERS 3,865.55, EXCEL LTD, INC. 16,670.00, E-Z-GO TEXTRON INC. 12,021.49, F.H PASCHEN,S.N NIELSEN & ASSOC LLC 1,083,765.10, FACTORY CLEANING EQUIPMENT, INC. 4,092.90, FACTORY MOTOR PARTS CO. 20,945.78, FASTSIGNS 5,774.91, FERGUSON ENTERPRISES #1550 3,863.57, FIGMENT GROUP INC 4,073.00, FIORE NURSERY & LANDSCAPE SUPPLY 18,992.34, FIRE CATT, LLC 4,870.50, FIRE PENSION PAYMENTS 3,285,508.88, FIRE SERVICE, INC 3,883.96, FIRST NATIONAL BANK OF OMAHA 283,320.15, FIRST STUDENT INC 39,601.75, FISH WINDOW CLEANING 9,705.00, FLOCK SAFETY 10,000.00, FOUNDATION BUILDING MATERIALS, LLC 4,896.00, FOX VALLEY FIRE & SAFETY CO, INC. 3,882.49, FRANK'S GLASS SERVICE INC 4,755.00, FREDRICK PAUL PRODUCTIONS, LTD 4,524.48, FRIENDS OF LAKE FOREST PARKS & REC 297,709.81, FRONTLINE PUBLIC SAFETY SOLUTIONS 3,200.00, FROST SOLUTIONS, LLC 4,998.00, FUN EXPRESS LLC 2,520.89, G & O THERMAL SUPPLY CO. 3,776.02, GATE OPTIONS 5,535.06, GEMPLER'S INC 2,760.24, GETZ'S INCORPORATED 10,232.14, GEWALT HAMILTON ASSOCIATES, INC. 166,417.18, GFL ENVIRONMENTAL 340,773.33, GIS CONSORTIUM 6,534.00, GLIDE PADDLESPOITS LLC 4,594.00, GOOD NATURE ORGANIC LAWN CARE 10,887.00, GOODMAN ELECTRIC SUPPLY 5,050.76, GOODMARK NURSERIES INC 3,498.12, GOVERNMENTJOBS.COM, INC. 31,500.63, GOVHR USA LLC 7,581.52, GRAINGER 70,235.95, GRAPHIC PARTNERS, INC. 4,273.00, GRAYBAR ELECTRIC COMPANY, INC. 4,903.85, GREAT LAKES AND ST. LAWRENCE CITIES 2,750.00, GREEN CONCEPTS INC 13,450.00, GROWER EQUIPMENT & SUPPLY 6,929.82, GRUM, BENJAMIN 9,950.74, GUY SCOPELLITI CO., INC. 13,225.00, GZA GEOENVIRONMENTAL, INC. 26,550.00, H T STRENGER INC 20,322.50, H W LOCHNER, INC. 31,252.65, HANSON PROFESSIONAL SERVICES INC. 2,864.43, HARDWOODS SPECIALTY PRODUCTS US LP 2,516.30, HASTINGS AIR-ENERGY CONTROL 2,606.95, HAVEY COMMUNICATIONS INC 54,012.20, HAWK ANALYTICS, INC. 2,995.00, HAYES MECHANICAL LLC 52,924.00, HBK WATER METER SERVICE INC 3,092.00, HEALTH ENDEAVORS, S. C. 18,778.00, HEARTLAND BUSINESS SYSTEMS 104,044.63, HENDO CONSTRUCTION LLC 12,715.00, HENRY FRERK SONS INC. 3,550.00, HERITAGE CRYSTAL CLEAN LLC 3,178.76, HERKY'S TRUCKING INC 15,860.00, HEY & ASSOCIATES, INC. 222,336.49, HILTI INC 9,501.36, HITCHCOCK DESIGN GROUP 506,762.56, HOERR CONSTRUCTION, INC 178,175.50, HOME DEPOT 51,579.82, HOWARD, WILLIAM R. 3,535.27, HOWE SECURITY, INC 6,578.23, HR STEWART, INC. 2,890.00, IDLEWOOD ELECTRIC SUPPLY 16,948.96, IL DEPT OF HEALTHCARE & FAMILY SRVS 68,106.08, IL DEPT. OF INNOVATION & TECHNOLOGY 6,352.44, ILL DEPT OF EMPLOYMENT SECURITY 80,682.75, ILLINOIS DEPARTMENT OF REVENUE 15,027.08, ILLINOIS DEPT OF TRANSPORTATION 36,537.78, ILLINOIS DEPT. OF NATURAL 2,880.00, ILLINOIS MUNICIPAL RETIREMENT FUND 1,150,217.22, ILLINOIS PUMP INC 28,794.86, ILLINOIS ROOF CONSULTING ASSOC 9,317.00, IMPACT COMPLIANCE TRAINING CORP 3,000.00, IMS INFRASTRUCTURE MANAGEMENT SRVS 110,567.00, INDUSTRIAL NETWORKNG SOLUTIONS 3,051.39, INFOSEND, INC. 13,345.24, INNER SECURITY SYSTEMS, INC. 12,774.93, INTEGRATED PROCESS SOLUTIONS, INC. 249,400.00, INTERDEV, LLC 34,704.81, INTERGOVERNMENTAL RISK MNMGT 1,430,336.16, INTERNAL REVENUE SERVICE 1,447,695.90, INTERNATIONAL SECURITY PRODUCTS 2,572.58, INTERSTATE POWER SYSTEMS, INC. 2,665.19, IVANHOE NURSERY 8,623.00, J AND S SERVICES INC 2,500.00, JACKS TENTS INC. 3,300.00, JAMES W SMITH PRINTING COMPANY 17,369.47, JC LICHT LLC 2,611.38, JEWEL-OSCO 10,984.74, JG UNIFORMS, INC. 32,282.64, JOEL KENNEDY CONSTRUCTING CORP 173,383.70, JOHN KENO AND COMPANY, INC 281,011.00, JOHN S SWIFT COMPANY, INC 8,456.00, JOHNSON FITNESS & WELLNESS 19,316.46, JOHNSON'S NURSERY INC 4,965.00, JS COMMUNICATIONS TECHNOLOGIES LLC 4,719.49, JULIE INC 7,911.62, JX ENTERPRISES, INC. 15,530.43, K & M MARKETING INC 2,654.00, KANKAKEE NURSERY COMPANY 19,487.00, KANZLER CONSTRUCTION LLC 8,740.00, KAPLAN PAVING, LLC 33,178.00, KECO PUMP & EQUIPMENT 14,850.00, KEMPER SPORTS MANAGEMENT, INC. 109,861.61, KH KIM TAEKWONDO 18,242.25, KIDDLES INC 53,447.91, KIDS ARTISTIC REVUE, INC. 8,008.00, KINNUCAN COMPANY 5,303.02, KNOX CO. 14,203.00, KONICA MINOLTA BUSINESS SOLUTIONS 52,686.48, KONICA MINOLTA BUSINESS SOLUTIONS 2,764.92, KRYGERIS, MARK T. 11,014.58, K-TECH SPECIALTY COATINGS, LLC. 15,041.90, LAFORCE INC 5,750.00, LAKE CO. STATE'S ATTORNEY'S OFFICE 4,995.00, LAKE COUNTY COLLECTOR 21,875.02, LAKE COUNTY FOREST PRESERVE 20,000.00, LAKE COUNTY GOVERNMENT 8,640.00, LAKE COUNTY GOVERNMENT 319,936.00, LAKE COUNTY HOSE AND EQUIPMENT 13,202.59, LAKE COUNTY MUNICIPAL LEAGUE 2,784.95, LAKE COUNTY PARTNERS 4,260.74, LAKE COUNTY PRESS, INC 43,706.00, LAKE FOREST ACADEMY 4,215.50, LAKE FOREST BANK & TRUST CO 252,582.45, LAKE FOREST BP 5,464.87, LAKE FOREST CLUB 4,005.40, LAKE FOREST FIRE PENSION 9,042.50, LAKE FOREST FLOWERS 4,103.05, LAKE FOREST HIGH SCHOOL 69,027.71, LAKE FOREST LAKE BLUFF ROTARY CLUB 2,884.00, LAKE FOREST OPEN LANDS ASSOCIATION 2,575.00, LAKE FOREST POLICE PENSION FND 8,010.00, LAKE FOREST SCHOOL OF MANGEMNT 13,600.00, LAKE STREET ANIMAL HOSPITAL 3,271.03, LAKELAND HVAC AUTOMATION INC 11,055.60, LAKESIDE INTERNATIONAL, LLC 46,743.49, LALUZERNE &

SMITH LTD. 67,851.25, LAMARCO SYSTEMS, INC. 3,670.00, LAMPHERE, MALCOM 2,850.00, LANDSCAPE CONCEPTS MANAGEMENT INC 177,845.92, LANDSCAPE HUB, INC 9,102.15, LANDSCAPE STRUCTURES, INC. 282,914.00, LARSEN FLORIST / GREENHOUSE 7,149.50, LARSON & DARBY, INC 68,137.12, LAW OFFICE OF HENRY TONIGAN, RET PC 9,000.00, LAWSON PRODUCTS, INC. 23,579.72, LE COLONIAL 4,920.00, LEACH ENTERPRISES INC 15,106.78, LEADS ONLINE LLC 3,709.00, LEAF 6,325.64, LEGALSHIELD 6,219.30, LEUCK, STEVEN 8,325.00, LEXIPOL, LLC 4,893.21, LF CONWAY HOTEL LLC 158,234.84, LF/LB CHAMBER OF COMMERCE 13,065.00, LIBERTY PRAIRIE RESTORATIONS 6,742.60, LIBERTYVILLE LINCOLN SALES, INC 9,035.63, LIBERTYVILLE TILE & CARPET 38,383.80, LINA 55,772.36, LINDA PORTER COUNSELING, LLC 8,800.00, LINDCO EQUIPMENT SALES, INC. 12,486.72, LOWE'S CREDIT SERVICES 4,400.57, LOYOLA UNIVERSITY OF CHICAGO 6,000.00, LURVEY LANDSCAPE SUPPLY 4,782.70, LYONS PINNER ELECTRIC CO. 30,006.95, M E SIMPSON COMPANY INC 4,900.00, MABAS DIVISION 4 8,081.00, MACON COUNTY LAW ENFORCEMENT 6,486.20, MACQUEEN EMERGENCY 11,113.15, MAG CONSTRUCTION CO 170,953.47, MAGER METAL ART LTD 6,492.00, MAJESTIC OAKS NURSERY LLC 11,804.00, MANEVAL CONSTRUCTION CO INC 376,925.94, MANFREDINI LANDSCAPING CO., INC. 62,654.00, MARIANI LANDSCAPE 80,432.36, MARIANI PLANTS 16,812.50, MARTELLE WATER TREATMENT, INC. 25,693.10, MASS MEDICAL S.C. 3,723.00, MASTERBILT FENCE & SUPPLIES 25,235.00, MC SQUARED ENERGY SERVICES, LLC 9,751.87, MCKINLOCK POST FOUNDATION 44,232.62, MCMASTER CARR 10,260.06, MCNEILUS TRUCK & MFG CO 25,000.88, MEADE ELECTRIC COMPANY 4,484.80, MEDICAL DENTAL CLAIMS 6,387,258.62, MENONI & MOCOCCI INC 8,161.74, METRA 37,490.25, MID AMERICAN WATER OF WAUCONDA 21,849.60, MIDWEST ARBORIST SUPPLIES 5,246.43, MIDWEST GROUNDCOVERS 8,010.35, MIDWEST POWER INDUSTRY, INC. 228,003.87, MIDWEST TRADING HORTICULTURE SUPPLY 21,910.70, MILLENNIUM 41,759.69, MILLIES ENGINEERING GROUP 4,900.00, MISC ONE-TIME VENDORS 16,787.74, MIT RENTAL LLC 4,025.00, MK INDUSTRIES, INC. 19,992.05, MOBILE HEALTH SOLUTIONS CORPORATION 6,437.32, MODERN MEDIA TECH LLC 92,920.00, MONROE TRUCK EQUIPMENT, INC. 2,641.69, MONSIDO, INC 4,764.00, MOODY'S INVESTORS SERVICE 25,500.00, MORRISON ASSOCIATES LTD 11,275.00, MORTON SALT CO 144,024.22, MOST DEPENDABLE FOUNTAINS, INC. 4,160.00, MOTOR PARTS & EQUIPMENT CORPORATION 45,405.38, MOTOROLA SOLUTIONS, INC. 168,307.62, MPC COMMUNICATIONS & LIGHTING, INC 18,035.35, MULTISYSTEM MANAGEMENT COMPANY 205,661.50, MUNICIPAL GIS PARTNERS, INC. 179,910.68, MUNICIPAL MARKING DISTRIBUTORS 3,092.00, MUTUAL SERVICES OF HIGHLAND PARK 10,369.46, NATIONAL TESTING NETWORK, INC 2,535.00, NBWW 15,854.08, NCPERS GROUP LIFE INSURANCE 4,496.00, NEENAH FOUNDRY CO. INFRASTRUCTURE 3,045.41, NETWRIX CORPORATION 2,545.08, NICHOLAS & ASSOCIATES, INC 394,182.29, NIELSEN ENTERPRISES, INC. 16,898.19, NIPSTA 10,880.00, NORMAN CONSULTING LLC 8,808.50, NORMAN DESIGN COMPANY, LLC 4,050.00, NORTH EAST MULTI-REGIONAL TRAINING 11,176.00, NORTH SHORE AUTO SPA 3,642.00, NORTH SHORE BORING 4,450.00, NORTH SHORE GAS 55,241.10, NORTH SHORE LAWN SPRINKLER 29,965.54, NORTH SHORE WATER RECLAMATION DIST 30,265.95, NORTHEASTERN IL REGIONAL CRIME LAB 30,319.00, NORTHERN DIVERS USA, INC 95,721.00, NORTHERN IL POLICE ALARM SYSTEM 8,641.00, NORTHSHORE OMEGA 6,009.00, NORTHWEST MUNICIPAL CONFERENCE 9,877.17, NORTHWESTERN LAKE FOREST HOSPITAL 2,500.00, NORTHWESTERN MEMORIAL FOUNDATION 5,158.08, NORTHWOODS WREATHS LLC 5,318.00, NSSRA 271,521.64, NUTOYS LEISURE PRODUCTS INC 17,229.00, NYHART 12,000.00, O.C. TANNER 3,526.63, O'HARE IRISH DANCE, LLC 4,490.25, ON TIME EMBROIDERY, INC 10,297.00, OPENGOV, INC. 21,500.00, OTIS ELEVATOR COMPANY 6,125.68, OVERHEAD DOOR OF LAKE & MCHENRY CTY 35,926.51, P&H SENESAC, INC 24,730.00, PACE ANALYTICAL SERVICES 12,767.58, PACE SYSTEMS, INC 4,800.00, PARKMOBILE, LLC 4,432.27, PARKVA CORPORATION 2,750.00, PASQUESI HOME & GARDENS 5,657.28, PASQUESI PLUMBING CORP 2,751.00, PATRIOT PAVEMENT MAINTENANCE 34,999.27, PEARSON FENCE COMPANY, INC. 5,274.76, PEERLESS NETWORK, INC. 5,664.22, PETER BAKER & SON CO 902,459.08, PETERSON PRODUCTS 11,680.52, PETROCHOICE LLC 60,749.99, PIT STOP 3,961.13, PITNEY BOWES GLOBAL 2,634.00, PITNEY BOWES RESERVE ACCOUNT 5,000.00, PIXELLOT US, INC 4,416.00, PLAN-IT GEO, LLC 4,000.00, POLICE PENSION PAYMENTS 3,659,261.51, POMP'S TIRE SERVICE INC 43,243.62, PORT53 TECHNOLOGIES, INC 12,882.60, POULS LANDSCAPING INC 6,540.00, POYNETTE IRON WORKS INC 3,601.00, PRECISION ARTS INC 5,938.45, PRESERVATION FOUND. OF LAKE COUNTY 7,844.97, PRIMERA ENGINEERS, LTD. 24,900.00, PRO SPORTS EXPERIENCE, LLC 13,116.00, PROFESSIONAL BENEFIT ADMIN. 909,399.89, PROMOTIONAL PRODUCTS PARTNERS 3,112.00, PUMP SUPPLY INC 2,672.62, PURE TECHNOLOGIES U.S. INC 17,853.00, QUADIENT, INC. 14,162.95, QUEST INTENSIVE LLC 10,550.00, QUICKET SOLUTIONS, INC. 25,308.00, R & S BRISTOL FARM LLC 8,227.50, R J THOMAS MFG CO INC 14,833.00, R&M SPECIALTIES, LTD 2,994.71, R&R TEXTILE MILLS, INC. 2,778.90, RACK ' M UP DISTRIBUTORS 11,839.78, RADARSIGN, LLC 6,910.00, RAE PRODUCTS & CHEMICALS CORP 18,527.00, RAGDALE FOUNDATION 300,000.00, RAINBOW COLLISION CENTER, INC 28,858.31, RAY O'HERRON CO INC 3,375.39, RAY SCHRAMER & CO 9,117.94, REAL ESTATE TRANSFER 98,915.00, RECREATION PROGRAM REFUNDS 16,227.00, RECTITUDE TRAINING 5,850.00, RED WING SHOES 4,855.42, REFLECTIONS WATER LIGHT STONE INC. 4,473.11, REINDERS, INC. 78,933.79, RENTALS PLUS 10,750.00, RESOURCE ENVIRONMENTAL SOLUTIONS 8,021.00, RESOURCE MANAGEMENT 225,257.38, REVIZE LLC 5,900.00, RIDDIFORD ROOFING COMPANY 408,080.00, RLB HYDRAULICS, INC 12,478.14, ROBERTS, CHRISTOPHER 3,055.00, ROGAN SHOES, INC 5,151.33, ROMERO, JUAN C SALAS 15,300.00, RON

CLESEN'S ORNAMENTAL PLANTS 7,737.20, RONDOUT SERVICE CENTER 5,134.00, RUSSO HARDWARE, INC. 48,549.21, RYDIN DECAL 7,611.03, SAM'S CLUB/ SYNCHRONY BANK 17,833.18, SANDY'S LAWN & TREE CARE 8,100.00, SARITASA, LLAC 17,500.00, SCHOOL DISTRICT 67 152,816.93, SCHROEDER & SCHROEDER, INC. 193,243.80, SCHUTT SPORTS, LLC 28,617.45, SEDDOL FOUNDATION 5,287.00, SEMERSKY ENTERPRISES 20,103.94, SEMPER FI LANDSCAPING INC 16,000.00, SENTINEL TECHNOLOGIES, INC. 23,960.86, SERVICE EXPRESS LLC 8,593.20, SHERRILL INC. 2,852.49, SHI INTERNATIONAL CORP 23,854.79, SIDNEY'S SERVICES UNLIMITED 5,430.00, SIMMONS BOATWORKS 59,636.30, SIMO BROTHERS TREE SERVICE INC 2,775.00, SITEONE LANDSCAPE SUPPLY, LLC 5,280.38, SOLARWINDS, INC 11,977.00, SOLID WASTE AGENCY OF LAKE COUNTY 9,588.75, SPECIALTY FLOORS, INC 2,870.00, SPEER FINANCIAL, INC. 35,212.50, SPORT RESOURCE GROUP 9,320.00, SPRING ALIGN 5,527.42, STANDARD EQUIPMENT COMPANY 29,631.47, STEIN, RONALD W. 29,777.48, STEINER ELECTRIC CO 11,588.97, STELLAR INDUSTRIES 2,630.54, STRAND ASSOCIATES, INC 35,231.80, STREICHER'S 3,250.00, STRIKE TACTICAL SOLUTIONS, LLC 6,948.00, STRYKER SALES, LLC 3,111.00, SUCIU, JESSICA 12,351.50, SUNSET FOOD MART INC 7,234.32, SUPERIOR INDUSTRIAL EQUIPMENT, LLC 5,325.50, SUPERIOR INDUSTRIAL SUPPLY 16,467.16, SUPERIOR ROAD STRIPING INC 85,846.08, SUPREME CASTING INC 17,999.00, SWEET COMMUNICATIONS & CONSULTING 13,800.00, T.O.P.S. IN DOG TRAINING CORP. 3,523.00, TANK INDUSTRY CONSULTANTS, INC. 9,589.11, TARGET SOLUTIONS LEARNING 8,469.10, TDS DOOR COMPANY 7,451.60, TEC ELECTRIC INC 61,820.02, TENNANT SALES AND SERVICE COMPANY 2,600.70, TERMINAL SUPPLY COMPANY 6,706.43, TESKA ASSOCIATES INC 48,603.68, THE AUTO GLASS SHOP 2,839.00, THE BANK OF NEW YORK MELLON 271,902.50, THE BEAN FARM 4,233.50, THE BLUE LINE 3,278.00, THE CITY OF LAKE FOREST 3,963.06, THE CTK GROUP, LLC 3,200.00, THE DAVEY TREE EXPERT COMPANY 7,358.00, THE FARM SYSTEM LLC 15,417.53, THE FERGUSON GROUP, LLC 29,445.00, THE FITNESS CONNECTION 2,582.77, THE GALLERY 15,700.00, THE GREEN EARTH DEICER COMPANY 3,477.76, THE GREEN WORLD PROJECT 2,682.92, THE MULCH CENTER 4,141.50, THE SHAKE GUYS, LLC 2,650.00, THELEN MATERIALS 80,621.68, THENNES, ALLEN J. 4,580.00, THOMAS ENGINEERING GROUP, LLC 96,546.77, THOMSON REUTERS - WEST 4,086.54, TIMBERLINE FISHERIES CORP 3,769.81, TKB ASSOCIATES, INC. 25,245.00, TOTAL PARKING SOLUTIONS, INC. 11,100.00, TOTAL PAVING & BRICK SERVICES, INC 24,612.00, TRADITIONAL CONCRETE PRODUCTS 30,255.00, TRAFFIC CONTROL & PROTECTION INC 5,745.70, TREDROC TIRE SERVICES, LLC 9,455.25, TRUE NORTH CONSULTANTS, INC 2,880.00, TYLER ENTERPRISES 7,092.50, TYLER TECHNOLOGIES, INC. 5,739.00, ULINE, INC. 23,088.61, UNDERWRITERS LABORATORIES, INC 4,142.00, UNIFIRST CORPORATION 7,664.42, UNITED ASPHALT SERVICES LLC 2,990.00, UNITED STATES POSTAL SERVICE 15,000.00, UNIVAR SOLUTIONS USA INC 92,672.86, UNIVERUS INC 8,137.50, USA BLUEBOOK 20,503.70, USABLUEBOOK 2,826.10, V3 COMPANIES OF ILLINOIS, LTD 29,275.00, VANDERSTAPPEN LAND SURVERYING INC. 5,550.00, VAN'S ENTERPRISES LTD 14,873.00, VARNER, JOHN 5,502.57, VELOCITY EHS 3,000.00, VERIZON WIRELESS 148,878.22, VERMEER ILLINOIS INC 9,440.83, VERMONT SYSTEMS, INC 18,118.58, VICTOR STANLEY 18,071.00, VIKING CHEMICAL COMPANY 30,401.17, VILLAGE OF GLENVIEW 854,549.95, VILLAGE OF LAKE BLUFF 27,308.09, VILLAGE OF LIBERTYVILLE 261,086.00, VISOGRAPHIC, INC 14,115.30, VOGUE PRINTERS INC 3,196.62, VOLCANIC BIKES 2,554.90, VOLPE, APRIL W. 23,962.13, VULCAN CONSTRUCTION MATERIALS, LLC 8,589.87, WAREHOUSE DIRECT 36,616.62, WATER REFUNDS 15,600.25, WAUKEGAN TIRE & SUPPLY CO, INC. 25,473.96, WEISSMAN'S DESIGNS FOR DANCE 13,038.76, WELDING BY K & K, LLC 4,500.25, WELLS FARGO 615,925.00, WENNINGTON, WILLIAM 13,148.00, WEST MARINE PRODUCTS, INC. 8,470.24, WEST SIDE TRACTOR SALES CO 5,372.76, WET SOLUTIONS, INC. 5,402.01, WHOLESAL DIRECT INC 6,032.30, WILL ENTERPRISES 10,528.25, WILLIAM BLAIR & COMPANY, LLC 82,091.19, WILLIAM SCHELHAS MEDIA SERVICES 17,070.00, WILSON NURSERIES, INC 4,647.00, WINTER EQUIPMENT COMPANY INC 4,134.60, WINTERGREEN CORPORATION 4,347.42, WISS JANNEY ELSTNER ASSOC 156,618.35, WRIGHT BENEFIT STRATEGIES INC 30,000.00, WRIGHT LANDSCAPING, INC. 6,936.75, WUNDERLICH-MALEC SERVICES, INC 19,115.00, XO COMMUNICATIONS 32,038.62, ZENON ENVIRONMENTAL CORP 270,841.56, ZIEBELL WATER SERVICE PRODUCTS, INC 6,057.66, ZOLL MEDICAL CORPORATION 75,634.93,

**TOTAL VENDORS \$51,503,470.91**



# SUMMARY STATEMENT OF CONDITION

	<u>General</u>	<u>Special Revenue</u>	<u>Capital Projects</u>	<u>Debt Service</u>	<u>Enterprise</u>	<u>Internal Service</u>	<u>Fiduciary</u>	Discretely Presented Component <u>Unit</u>
Revenues	\$ 44,355,634	\$ 13,943,660	\$ 11,028,085	\$ 2,150,783	\$ 12,037,172	\$ 9,289,923	\$ 13,587	\$ 5,044,561
Expenditures	(37,111,445)	(12,170,464)	(11,569,521)	(2,993,969)	(10,422,264)	(9,503,860)	(65,666)	(4,512,645)
Excess of Revenues Over (Under)								
Expenditures	7,244,189	1,773,196	(541,436)	(843,186)	1,614,908	(213,937)	(52,079)	531,916
Transfers In	-	290,337	4,550,000	1,260,688	58,796	1,875		-
Transfers Out	(4,851,008)	(50,000)	(1,260,688)	-	-			-
Debt issuance		-	-	-	-			
Premium Debt Issuance			1,390,156	-				-
Payment to Escrow				-				
Bond Proceeds		-	10,770,000	-	-			-
Other	-	70	265,641	-				-
Net Increase (Decrease) in Fund Balance	2,393,181	2,013,603	15,173,673	417,502	1,673,705	(212,062)	(52,079)	531,916
Previous Year Fund Balance	28,963,725	21,234,222	22,346,774	1,594,460	12,492,260	13,277,661	681,943	7,071,607
Other	-	-	-	-	-	-	-	-
Current Year Ending Fund Balance	<u>\$ 31,356,906</u>	<u>\$ 23,247,825</u>	<u>\$ 37,520,447</u>	<u>\$ 2,011,962</u>	<u>\$ 14,165,965</u>	<u>\$ 13,065,599</u>	<u>\$ 629,864</u>	<u>\$ 7,603,523</u>

Total Debt Outstanding			
<u>Beginning of Year</u>	<u>Issued Current Fiscal Year</u>	<u>Retired Current Fiscal Year</u>	<u>Outstanding End of Year</u>
<u>\$ 37,734,821</u>	<u>10,770,000</u>	<u>4,169,209</u>	<u>\$ 44,335,612</u>

Subscribed and sworn to this 16th of October, 2023 /s/ Elizabeth A. Holleb, City Treasurer

I, Margaret Boyer, City Clerk of The City of Lake Forest, Lake County, Illinois, do hereby certify that the above is a true copy of the Annual Treasurer's Report for the fiscal year ending April 30, 2023 /s/ Margaret Boyer, City Clerk

The City of Lake Forest  
CITY COUNCIL MEETING  
***Proceedings of the Monday, October 2, 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 City Clerk Margaret Boyer called the roll of Council members.

Present: Honorable Mayor Tack, Alderman Novit, Alderman Waldeck, Alderman Notz, Alderman Preschlack, Alderman Goshgarian, Alderman Weber, and Alderman Walther

Absent: Alderman Powers

**CALL TO ORDER AND ROLL CALL**

**PLEDGE OF ALLEGIANCE** was recited by all.

**REPORTS OF CITY OFFICERS**

**COMMENTS BY MAYOR**

Mayor Tack congratulated Lake Forest Academy who is celebrating continued success. They took top honors in two categories, Among Boarding Schools; ranked #13 in the Country and #1 in the Midwest. And Among Private Schools; ranked #36 in the Country and #1 in Illinois.

**COMMENTS BY CITY MANAGER**

**A. Community Spotlight**

-Dickinson Hall  
- Tricia Schwall, Manager

Acting City Manager, Catherine Czerniak introduced Tricia Schwall, Senior Resources Manager. Ms. Schwall reported that Dickinson Hall had more than 15,000 visits last year with its more than 900 members that span four generations of families. She gave an over of the services available to include transportation, along with programming and additional support services that are offered.

-Deerpath Community Park Update  
- Michael Thomas, Director of Public Works

Acting City Manager, Catherine Czerniak introduced Michael Thomas, Director of Public Works. Mr. Thomas gave an update on the Deerpath Community Park that included construction milestones and response to the community preference for more dedicated in pickleball courts. He reviewed the current layout of six tennis courts, the original project design of four tennis and four pickleball courts to the updated design of eight pickleball courts, noting optimal location, noise, separation of tennis and pickleball and the addition of twenty-four new parking spaces. Mr. Thomas noted there are 16 tennis courts throughout other City Parks.

**OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL**

None this evening.

<b>COMMITTEE REPORTS</b>
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<b>ITEMS FOR OMNIBUS VOTE CONSIDERATION</b>
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1. **Approval of September 18, 2023, City Council Meeting Minutes**
2. **Approval of the Check Register for the Period of August 26 – September 22, 2023**
3. **Grant Final Reading of an Ordinance Amending Chapter 11, titled "City Administrative Hearing System," and creating Chapter 79, titled "Recreational Powered Devices," of the City Code**
4. **Approval of a Purchase of Three Replacement Police Department Vehicles to Morrow Brothers Ford and the Advancement of Fiscal Year 2025 Capital Improvement Program Funding in the Amount of \$126,000**
5. **Consideration of Adoption of Updated Versions of Previously Adopted State and National Life Safety and Building Codes Used by the City. (First Reading)**
6. **Consideration of an Ordinance Approving a Recommendation from the Building Review Board. (First Reading, and if Desired by the City Council, Final Approval)**

**COUNCIL ACTION: Approve the six (6) omnibus items as presented**

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 Goshgarian made a motion to approve the six (6) Omnibus items as amended, seconded by Alderman Walther. The following voted "Aye": Alderman Novit, Waldeck, Notz, Preschlack, Goshgarian, Weber and Walther. The following voted "Nay": none. 7-Ayes, 0-Nays, motion carried.

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

<b>OLD BUSINESS</b>
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<b>NEW BUSINESS</b>
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1. **Consideration of an Appeal of a Decision of the Historic Preservation Commission to Deny a Certificate of Appropriateness to Allow Replacement of a Cedar Shingle Roof with A Synthetic Roof Product in the Historic District. (Action by Motion)**

Mayor Tack stated that the Council will be considering an appeal of a decision of the Historic Preservation Commission to deny a request for a certificate of appropriateness for a roof project. Mayor Tack added that since the Council does not often hear appeals, he wanted to be sure that Council as well as the Petitioners,

neighboring residents, and all other interested parties understand what is before the Council for consideration and importantly, what is not before the City Council.

He stated that the Council is not conducting a public hearing on this appeal. Noting that work has already been done by the HPC. Additionally, Council is not receiving new evidence in this matter, as explained in the City's Guidelines for Appeals which were included in the City Council packet and are available in tonight's meeting. He closed in saying that the Council will be considering whether to uphold or overturn the HPC's denial of a certificate of appropriateness for this roof project, based on the standards contained in the City Code as those standards are applied in the context of the Council's other duties and responsibilities to the City. Alternatively, the Council could remand the matter back to the HPC for further proceedings.

City Attorney, Julie Tappendorf gave a summary of the City Code related to the City Council authority in the matter and the appeal guidelines. She recapped the role of the HPC in conducting a public hearing and stated it is a decision-making body. She reiterated that the guideline prohibiting the introduction of new evidence. And she reviewed the Councils' motion options.

City Council had a brief discussion on applying the seventeen standards along with a broader lens of responsibility.

Mayor Tack invited the petitioner, Mary Therese and Greg Williams to step forward, asking them to adhere to the allotted time. Ms. Williams asked to present sample roofing materials to the Council and was reminded that samples were not part of the Historic Preservation Commission record, and that the HPC Workshop was not part of the public hearing. Ms. Williams stated her address and that she lives in Ward 1. She began her review on what the petition was about and what it is asking for. She stated the roof is a must have required structure. She stated that this appeal is solving a problem that is industry wide. Young wood Cedar is an issue and has failed them. Additionally, she referenced her insurance company. She added maintaining the visual appeal of her home and meeting the 17 standards has always been a priority. She stated that they have explored several products and feels that the DaVinci product is right for the home. She said she feels there have been inconsistency and disregard for requests of the community. Ms. Williams asked to have synthetic material recognized because some material does well while others do not. She added she understands why the HPC wants to take this very seriously. She reviewed her experience with HPC over the past six months. Looking for guidelines and unbiased conversation before end of roofing season.

Mayor Tack with Council consensus held questions for the petitioner until the end. Mayor Tack reported that the HPC will be represented by Catherine Czerniak, Director of Community Development.

Ms. Czerniak reported this petition was heard over the course of two meetings and at the end of the second meeting the HPC acknowledge that this is an important issue that they need to study further and address. The HPC asked the petitioner if they would like to withdraw or have the matter continued, at the petitioner's request, the HPC took two actions recognizing the urgency of needing to replace the roof. The HPC granted a certificate of approval, approving replacement of the roof with either asphalt the original roofing material or cedar shingles. The Commission took a second action and voted 7 to 0 to recommend denial at this time of the synthetic roof material to allow them to study it further and come to some conclusions as they have done with windows and

synthetic siding. In both cases the Commission has in the past approved criteria and moved forward with approving certain types of project products with specific visual characteristics.

Ms. Czerniak reviewed the HPC finding supporting the denial, noting standards 7, 9, 12, 14, 15 and 17. She reiterated the City Council action options of upholding the decision of the HPC, overturn the decision of the HPC and direct preparation of findings or remand back to HPC.

Mayor Tack offered the opportunity for public comment. The following offered their opinion to Council.

Laura Luce on behalf of Lake Forest Preservation Foundation offered her comments in support of the HPC decision.

Martha Zeeman offered comments in support of the appeal.

Bob Molton Ely offered comments in support of the appeal.

Alice Molton Ely offered comments in support of the appeal.

Kerri Sherman offered comments in support of the appeal.

Jan Gibson offered comments in support of the HPC decision.

The City Council then had discussion and questions for Ms. Czerniak and Ms. Williams that included; HPC review of synthetic siding and timing. HPC identified visual characteristics and qualities. The status of the roof, and what stop gap measures have been taken and options available like using plastic sheeting like the library as an example. The City perspective is to let homeowners take protective measures to protect their home while roofing. The HPC process to date. The HPC 's commitment to study this issue of synthetic materials. The HPC role in creating a set of visual characteristics to meet the standard. How the process of review will work for HPC. What are other communities doing. How synthetic material will age. First Lake Forest synthetic roof. The City Council acknowledged that the HPC is vetting this topic and recognized the need for further discussion in an expedited manner. The 17 standards of the HPC and a possible amendment. Application of standards for denial. Ongoing process of reviewing new materials. No guarantee that after reviewing the HPC will find a suitable replacement. Global review of insurability. Specifically, what the HPC voted on. Responsibilities of City Council to support the process that work well within the community. The Council showed empathy for the petitioner. Offered ideas to address current issues at the home. Currently approvals which are an approval of a cedar or asphalt roof.

Mayor Tack asked the Council for a motion to uphold, remand or reject the matter.

**COUNCIL ACTION: Options for Council action are offered below in the form of possible motions.**

1. Deny the appeal and **uphold** the Historic Preservation Commission's decision to deny a Certificate of Appropriateness to allow replacement of a cedar shingle roof with a synthetic roof product at 333 Woodland Road, in the Historic District.

**OR**

2. Grant the appeal and **overturn** the Historic Preservation Commission's decision and direct that written findings in support of the City Council's decision be prepared and presented to the Council for final action.

**OR**

**Remand** the matter to the Historic Preservation Commission for further consideration, public testimony, and action.

Alderman Goshgarian made a motion to Deny the appeal and uphold the Historic Preservation Commission's decision to deny a Certificate of Appropriateness to allow replacement of a cedar shingle roof with a synthetic roof product at 333 Woodland Road, in the Historic District, seconded by Alderman Notz. The following voted "Aye": Alderman Novit, Notz, Preschlack, Weber and Walther. The following voted "Nay": Alderman Waldeck. 6-Ayes, 1-Nays, motion carried.

<b>ADDITIONAL ITEMS FOR COUNCIL DISCUSSION/COMMENTS BY COUNCIL MEMBERS</b>
--

<b>ADJOURNMENT</b>
--------------------

There being no further business Mayor Tack asked for a motion to adjourn. Alderman Walther made a motion to adjourn, seconded by Alderman Novit. Motion carried unanimously by voice vote at 7:56 p.m.

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](http://www.cityoflakeforest.com). Click on I Want To, then click on View, then choose Archived Meetings Videos.*

**THE CITY OF LAKE FOREST**

**ORDINANCE NO. 2023 - \_\_\_\_**

**AN ORDINANCE AMENDING CHAPTERS 94 AND 150 OF THE CITY CODE  
RELATING TO THE ADOPTION OF UPDATED STATE AND NATIONAL BUILDING  
AND LIFE SAFETY CODES**

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

**WHEREAS**, the City has, in the past, adopted various State and National Building and Life Safety Codes for the purpose of protecting and preserving the health, life safety, welfare, property, and property values in the community; and

**WHEREAS**, from time to time it is appropriate for the City to adopt updated of the State and National entities to allow residents and property owners to benefit from updated standards that recognize new technologies, materials and methods; and

**WHEREAS**, established entities including State and Nationally recognized technical trade associations; the International Code Council, the National Fire Protection Association, and the Illinois Department of Public Health regularly review and update various Code to provide clarification and interpretation of existing provisions; and

**WHEREAS**, pursuant to Illinois Municipal Code, 65 ILCS 5/1-3-2, local governments may adopt by reference all or part of the provisions of any public record or published compilation of rules and regulations which have been prepared by nationally recognized associations, including, without limitation building, electrical, plumbing and life safety codes; and

**WHEREAS**, copies of each of the Codes have been on file in the Community Development Department and the office of the City Clerk for public use, inspection and examination for at least 30 days preceding the adoption of this ordinance as required by 65 ILCS 5/1-3-2;

**WHEREAS**, the City has determined that adopting up to date versions of the previously adopted State and National Building and Life Safety Codes benefits the health, environment and general welfare of the community.

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

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

**SECTION TWO:**      **Amendment to Section 94.01 entitled “Fire Code; Adopted”.**

Sections 94.01 A(1) and A(2), entitled “Fire Code; Adopted,” are hereby amended in part and shall hereafter be and read as follows:

- (A) (1) For the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosions, the following codes and standards, as modified herein, are hereby adopted by reference and incorporated herein, and shall constitute and be deemed to be the Fire Prevention Code of The City of Lake Forest.
- a) National Fire Protection Association Codes (NFPA)
    - i. 101 Life Safety Code – 2121
    - ii. Fire Sprinkler Code - 13, 13D, 13R – 2019
    - iii. Fire Alarm Code – 2019
    - 
    - iv. Fire Code, 2021
- (2) Division A)(1) above shall be called collectively, the Fire Prevention Code.

**SECTION THREE:**      **Amendment to Section 150.020 entitled “Adoption of Mechanical Code.**

Section 150.020, entitled “Adoption of Mechanical Code,” is hereby amended in part and shall hereafter be and read as follows:

For the purpose of prescribing the regulations governing the design, installation, maintenance, alteration and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings (except that the heating, ventilating, and air conditioning requirements for detached one and two family dwellings and multi-family dwellings not more than three stories in height with a separate means of egress shall be governed by Section 150.021 of this Code), the



following code, as modified herein, is hereby adopted by reference and incorporated herein, and shall constitute and be deemed to be the "The Mechanical Code of the City of Lake Forest."

International Mechanical Code, 2021 Edition, International Code Council, Inc.

Provided, however, that the adoption of this ordinance shall not be constructed as preventing the enforcement of or repealing the provision of any ordinance, regulation, standard, or code adopted by the City of Lake Forest that is more restrictive than the provisions of this Section. In the event that any provision of this Section shall be in conflict with any other ordinance, regulation, standard, or code adopted by the City of the Lake Forest, the more restrictive provision (as determined by the Director of Community Development) shall apply.

**SECTION FOUR: Amendment to Section 150.185 entitled "Adoption of Residential Building Code.**

Section 150.185, entitled "Adoption of Residential Building Code," is hereby amended in part and shall hereafter be and read as follows:

For the purpose of prescribing the regulations governing the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one and two family dwellings and multi-single-family dwellings not more than three stories in height with a separate means of egress and their accessory structures, the following code as it may be modified herein, is hereby adopted by reference and incorporated herein, and shall constitute and be deemed to be the "The Residential Building Code of the City of Lake Forest."

International Residential Code for One- and Two-Family Dwellings, 2021 Edition, International Code Council, Inc.

Provided, however, that the adoption of this section shall not be constructed as preventing the enforcement of or repealing the provision of any ordinance, regulation, standard, or code adopted by the city that is more restrictive than the provisions of this section. In the event that any provision of this section shall be in conflict with any other ordinance, regulation, standard, or code adopted by the city, the more restrictive provision (as determined by the Director of Community Development) shall apply.

**SECTION FIVE: Amendment to Section 150.220 entitled "Adoption of (Commercial) Building Code.**

Section 150.220, entitled "Adoption of Commercial Building Code," is hereby amended in part and shall hereafter be and read as follows:

For the purpose of prescribing the regulations governing the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of every building or structure or any appurtenances connected or attached to such building or structures (except that detached one- and two-family dwellings and multi-single-family dwellings not

more than three stories in height with a separate means of egress shall be governed by the Residential Building Code as adopted by reference in 150.185), the following code as it may be modified herein, is hereby adopted by reference and incorporated herein, and shall constitute and be deemed to be the "The Commercial Building Code of the City of Lake Forest."

International Building Code, 2021 Edition, International Code Council, Inc.

Provided, however, that the adoption of this section shall not be constructed as preventing the enforcement of or repealing the provision of any ordinance, regulation, standard, or code adopted by the city that is more restrictive than the provisions of this section. In the event that any provision of this section shall be in conflict with any other ordinance, regulation, standard, or code adopted by the city, the more restrictive provision (as determined by the Director of Community Development) shall apply.

**SECTION SIX: Amendment to Section 150.505 entitled "Adoption of International Fuel Gas Code."**

Section 150.505, entitled "Adoption of Fuel Gas Code," is hereby amended in part and shall hereafter be and read as follows:

For the purpose of prescribing the regulations governing the design and installation of fuel gas systems and gas-fired appliances, the following code as it may be modified herein, is hereby adopted by reference and incorporated herein, and shall constitute and be deemed to be the "The Fuel Gas Code of the City of Lake Forest."

International Fuel Gas Code, 2021 Edition, International Code Council, Inc.

Provided, however, that the adoption of this section shall not be constructed as preventing the enforcement of or repealing the provision of any ordinance, regulation, standard, or code adopted by the city that is more restrictive than the provisions of this section. In the event that any provision of this section shall be in conflict with any other ordinance, regulation, standard, or code adopted by the city, the more restrictive provision (as determined by the Director of Community Development) shall apply.

**SECTION SEVEN: Amendment to Section 150.295 entitled "Adoption of Electrical Code."**

Section 150.295, entitled "Adoption of Electrical Code," is hereby amended in part and shall hereafter be and read as follows:

For the purpose of prescribing the regulations governing the inspection of electrical systems; the investigation of fires caused by electrical installations; the review of construction plans, drawings and specifications for electrical systems; the design alteration, modification, construction, maintenance and testing of electrical systems, and equipment; and the regulation and control of electrical installations at special occupancies, the following code as it may be modified herein, is hereby adopted by reference and incorporated herein, and shall

constitute and be deemed to be the “The Electrical Code of the City of Lake Forest.”

National Electric Code, 2020 Edition, International Code Council, Inc.

Provided, however, that the adoption of this section shall not be constructed as preventing the enforcement of or repealing the provision of any ordinance, regulation, standard, or code adopted by the city that is more restrictive than the provisions of this section. In the event that any provision of this section shall be in conflict with any other ordinance, regulation, standard, or code adopted by the city, the more restrictive provision (as determined by the Director of Community Development) shall apply.

**SECTION EIGHT:**    **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 \_\_\_\_, 2023

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this \_\_\_\_ day of \_\_\_\_, 2023

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

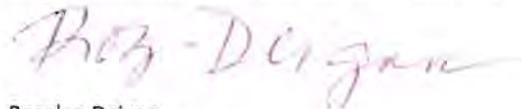
September 28, 2023

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

Dear Mayor Tack,

Northwestern Medicine Lake Forest Hospital is asking for the City Council's consideration of a waiver for the requirements of the fidelity bond, with regards to our Nurses Basket Raffle license application. The Nurses Basket Raffle includes items with an estimated value of approximately \$2,000 and we anticipate the number of tickets sold to be at 1,200.

Please reach out to me if you have any questions,



Rosalyn Deigan  
Administrative Coordinator  
Dept. of Professional Practice and Development

847-535 6914

**THE WOMEN'S BOARD**  
OF NORTHWESTERN LAKE FOREST HOSPITAL

October 6, 2023

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

Dear Mayor Tack,

The Women's Board of Northwestern Medicine Lake Forest Hospital is asking for the City Council's consideration of a waiver for the requirements of the fidelity bond, with regards to our Holiday Boutique Raffle license application. The Holiday Boutique Raffle includes items with an estimated value of approximately \$3,000.00 and we anticipate the number of tickets to be sold at 400.

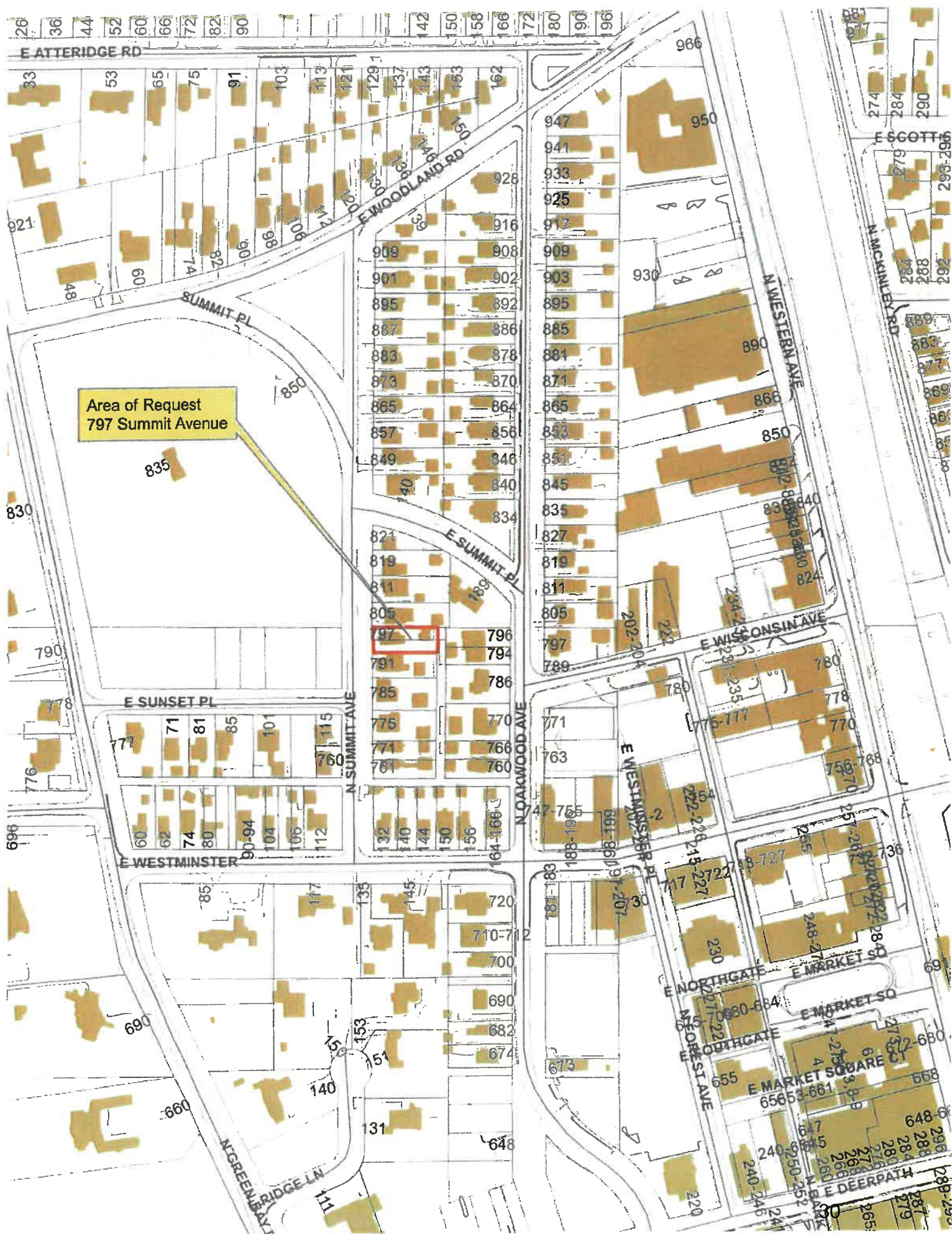
Thank you in advance for your consideration.

Most sincerely,

Lisa Chang, Dana Geldermann and Stephanie Knight  
Co-chairs, Women's Board Holiday Boutique  
Women's Board of Northwestern Medicine Lake Forest Hospital

Karin Mohar  
Northwestern Memorial Foundation Lake Forest Hospital





THE CITY OF LAKE FOREST

ORDINANCE NO. 2023- \_\_\_\_

AN ORDINANCE APPROVING ARCHITECTURAL AND SITE DESIGN FOR THE  
PROPERTY LOCATED AT 797 SUMMIT AVENUE

**WHEREAS**, Keene and Megan Addington ("**Owners**") are the owners of that certain real property commonly known as 797 Summit Avenue, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

**WHEREAS**, the Owners desire to reconfigure the roof form and expand dormers to create second floor living space, construct an open front porch, remove a previous rear addition, and make other associated alterations ("**Improvements**") as depicted on the site plan, landscape plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

**WHEREAS**, the Owners submitted an application ("**Application**") to permit the construction of the Improvements and 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 over the course of two meetings on August 3, 2023 and September 2023; and

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

1. the Property is located within the GR-3, General Residence District under the City Code,
2. Owners propose to construct the Improvements as depicted on the Plans,
3. the evidence presented indicates that the construction of the Improvements, if undertaken in conformity with the recommended conditions and the Plans, will meet the design standards and requirements of Section 150.147 of the City Code,

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

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

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

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

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



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

- A. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. Compliance with Laws. Chapters 150, regarding buildings and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- E. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the 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 \_\_\_\_\_, 2023

AYES: (    )

ABSENT: (    )

NAYS: (    )

ABSTAIN: (    )

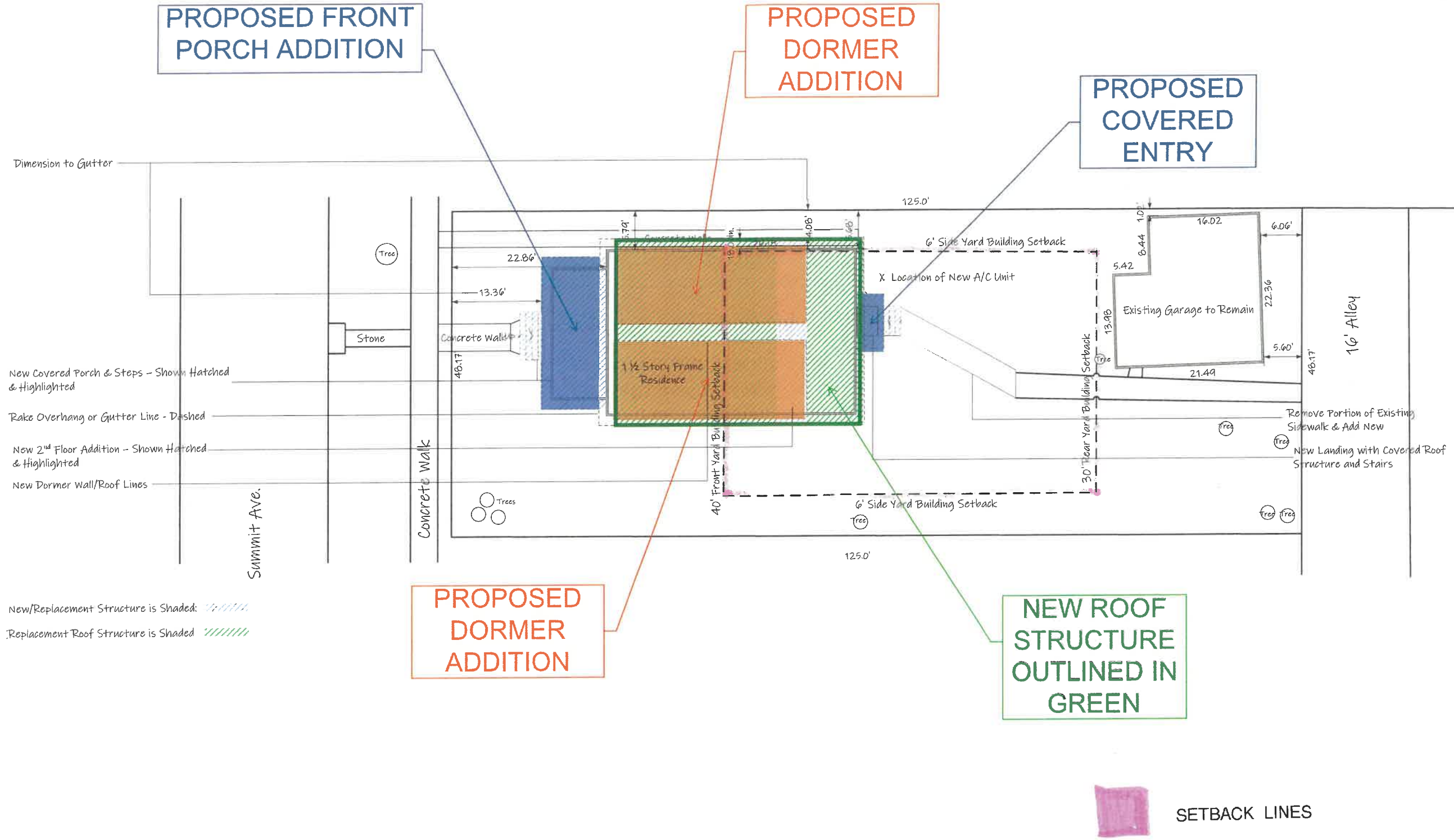
PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor

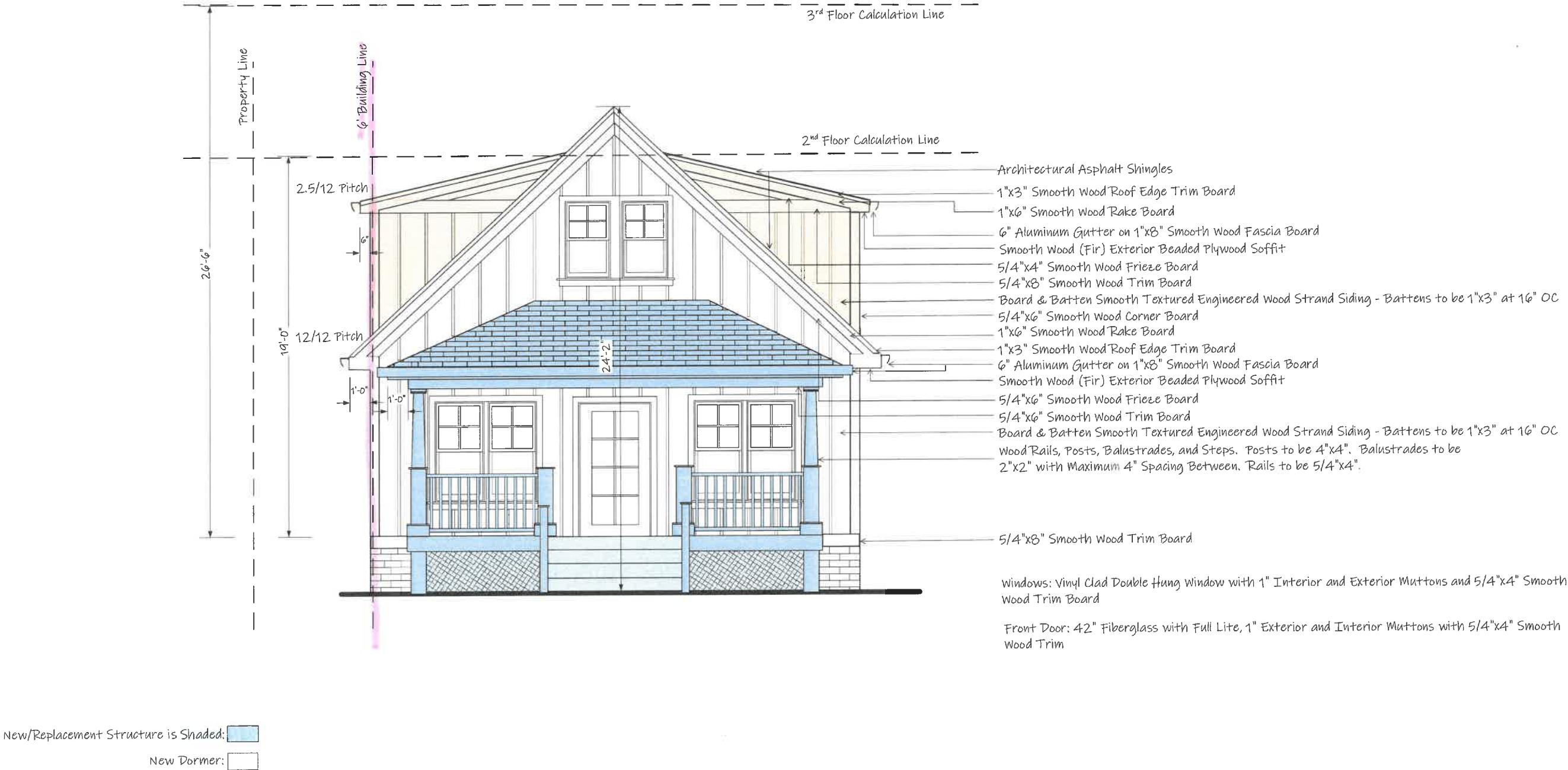
ATTEST:

\_\_\_\_\_  
City Clerk

The Plans

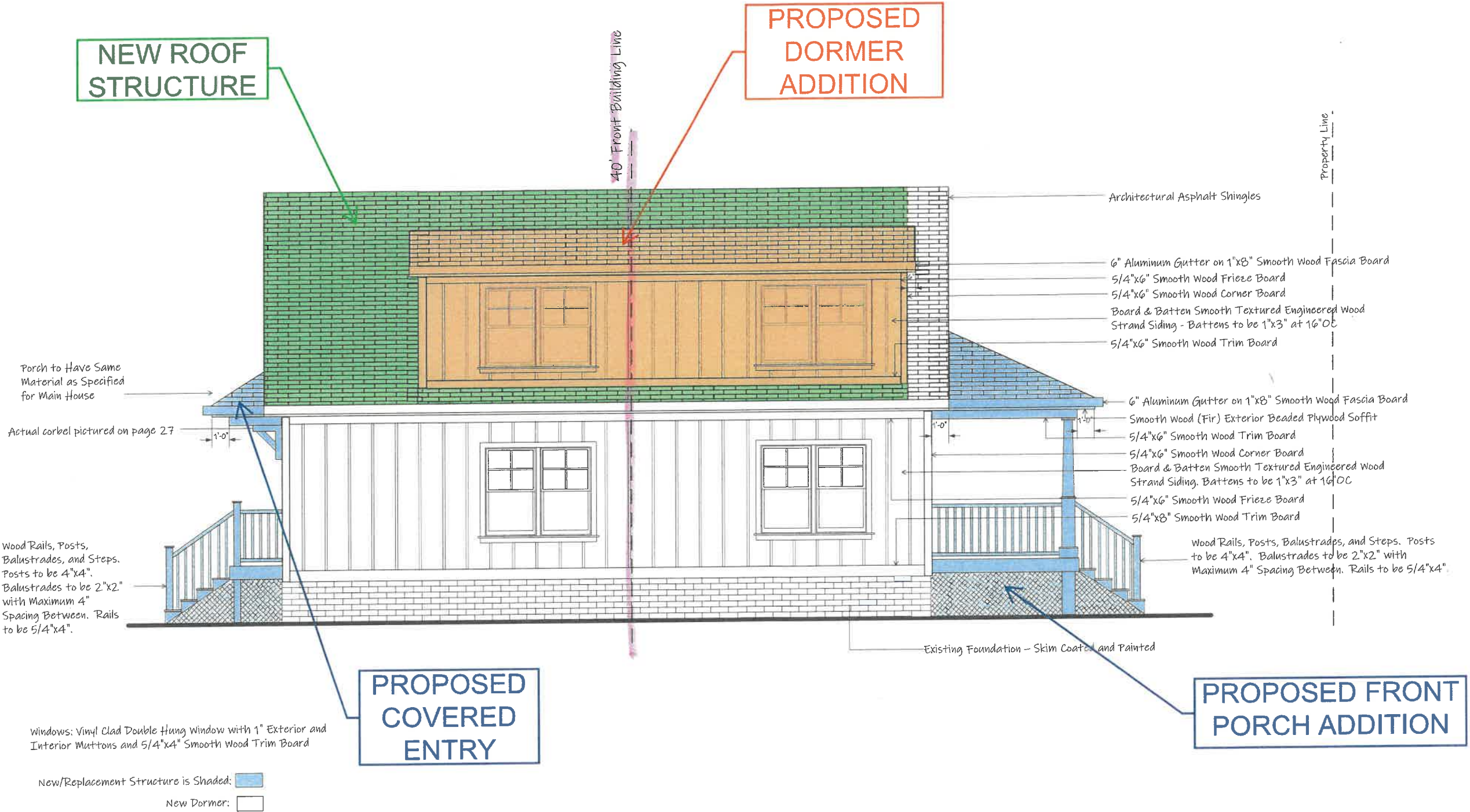


Proposed Front Elevation

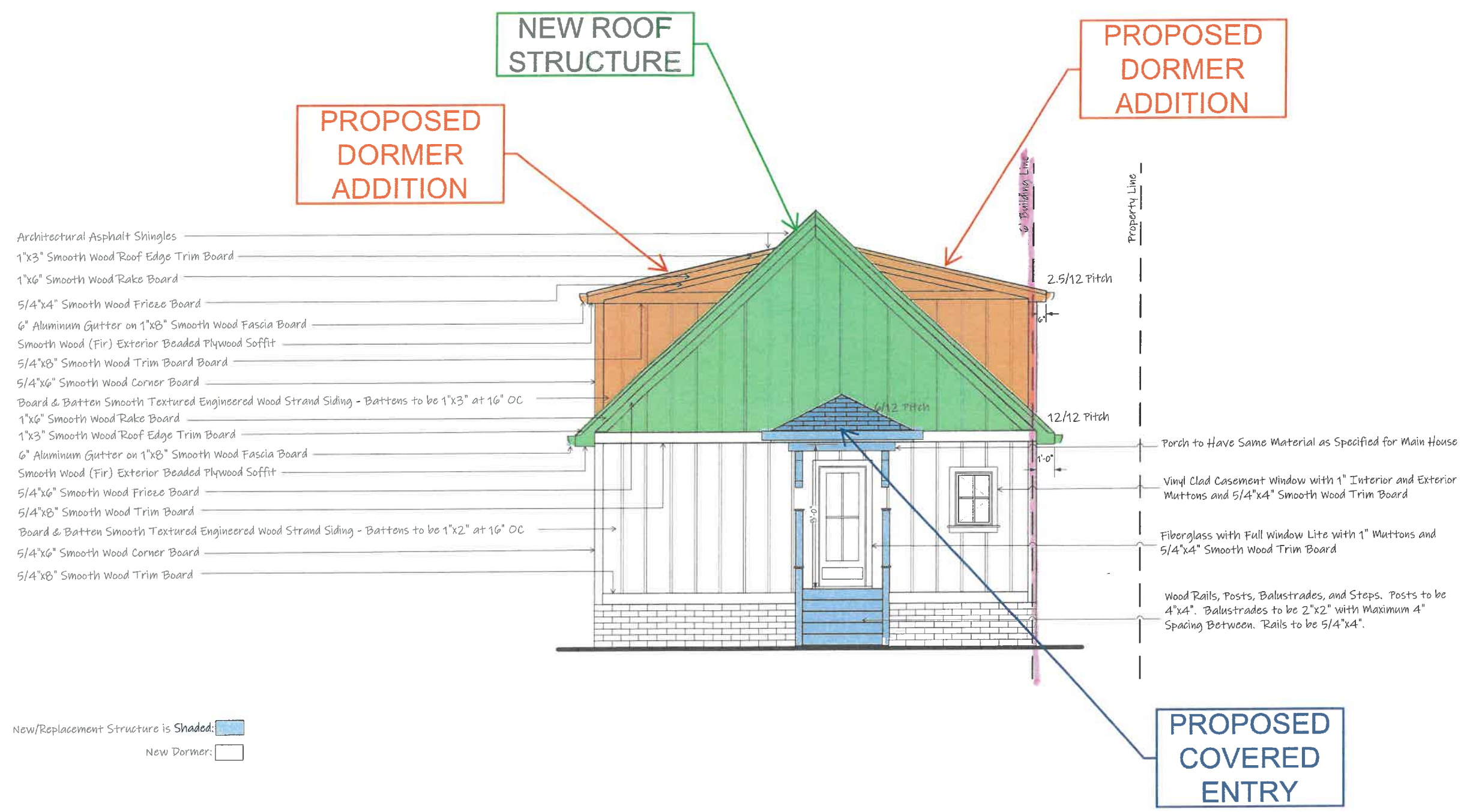




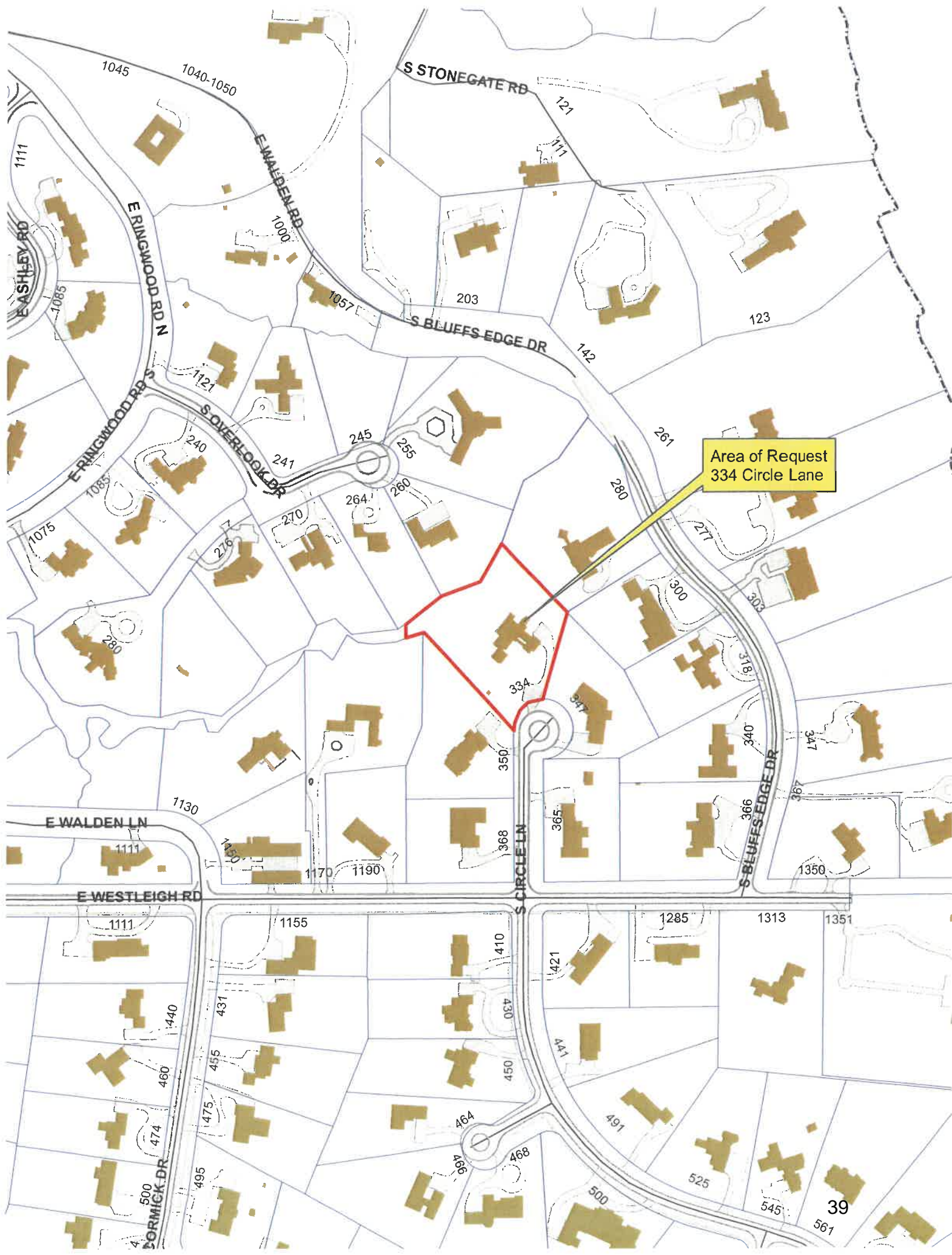
The Plans



The Plans







THE CITY OF LAKE FOREST

ORDINANCE NO. 2023-\_\_

AN ORDINANCE GRANTING A STEEP SLOPE VARIANCE FOR  
PROPERTY LOCATED AT 334 CIRCLE LANE

**WHEREAS**, Andrew and Allison Milmoie ("**Owners**") are the owners of that certain real property commonly known as 334 Circle Lane, Lake Forest, Illinois and legally described in Exhibit A, attached hereto ("**Property**"); and

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

**WHEREAS**, the Owners desire to construct improvements, an addition to accommodate an expanded kitchen and a deck ("**Improvements**") as depicted on the site plan and architectural drawings that are attached hereto as Group Exhibit B ("**Plans**"); and

**WHEREAS**, the Owners submitted an application ("**Application**") requesting approval of a variance from Section 159.015, Steep Slopes, and 159.083, R-3, Single Family Residence, of the City of Lake Forest Code to allow construction of the Improvements within the steep slope setback area; and

**WHEREAS**, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on September 28, 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 requested steep slope setback variance will not alter the essential character of the neighborhood and will not significantly change the visual character of the house. The proposed Improvements have limited visibility from off of the site.
2. The conditions upon which the variance is requested, the configuration of the lot and the location of a majority of the residence in the steep slope setback due to construction prior to the adoption of the steep slope setback regulations, are not generally applicable to other properties in the same zoning district.
3. Based on a preliminary review, the City Engineer has determined that the proposed work, within the steep slope setback, along with all necessary slope stabilization and protection measures, can reasonably be expected to not negatively impact the ravine.



4. The hardship in conforming to the steep slope setback results from the siting and construction of the house before the current regulations were adopted.
5. The variance and the resulting addition and deck will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or substantially diminish property values in the area so long as all slope protection and mitigation measures determined to be necessary by the City Engineer are properly implemented.

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

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

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

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

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

**SECTION THREE: Steep Slope Setback Variance Granted.** Based on the findings presented above, the City Council does hereby grant approval of the requested steep slope setback variance to allow construction of the Improvements as depicted on the Plans.

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

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

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

- B. Compliance with Laws. Chapters 150, regarding building and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Approval by City Engineer. Prior to the issuance of a building permit, detailed plans, prepared and stamped by a licensed structural engineer and all supporting documentation shall be submitted to the City and shall be subject to review and approval by the City Engineer. The plans shall reflect all measures determined to be necessary by the City Engineer to preserve, protect and stabilize the ravine including but not limited to a retaining wall/soil retention system at the top of the slope and any work determined to be necessary at the toe of the slope.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans.
- F. Landscape Plan. A detailed final landscape plan shall be submitted to the City and will be subject to review and approval by the City's Certified Arborist prior to the issuance of any permits authorizing work on the site.
- G. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owners shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful

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

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

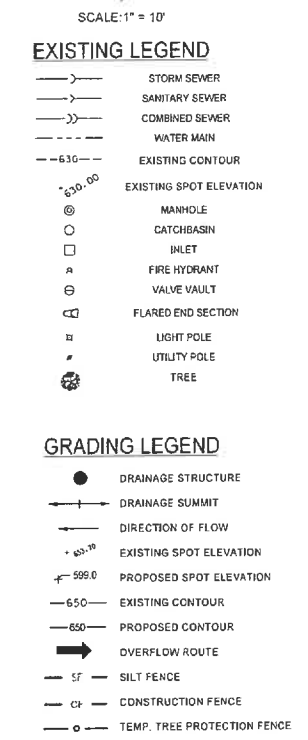
PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## SEE SHEET 5 FOR CONTINUATION



- ① 14 LF 8" PVC, SDR-26 @ 8.36%
- ② 40 LF 8" PVC, SDR-26 @ 1.00%
- ③ 43 LF 8" PVC, SDR-26 @ 1.00%
- ④ 23 LF 4" PVC, SDR-26 @ 15.00%
- ⑤ 18 LF 6" PVC, SDR-26 @ 2.33%
- ⑥ PLUG EXISTING STORM SEWER
- ⑦ 18" LF 6" PVC DOWNSPOUT DRAIN @ 1.00%
- ⑧ 20" LF 8" PVC DOWNSPOUT DRAIN @ 1.00%
- ⑨ 8" HOPE STORM DRAIN ON SURFACE OF SLOPE  
FROM SECURE IN PLACE WITH #5 REBAR  
OR EQUAL

JOB # 8203



The Plans



9 PROPOSED KITCHEN: RENDER LOOKING SOUTH  
NTS



8 PROPOSED KITCHEN: RENDER LOOKING WEST  
NTS



7 PROPOSED KITCHEN: RENDER LOOKING NORTH  
NTS



6 EXISTING KITCHEN: PHOTO LOOKING SOUTH  
NTS



5 EXISTING KITCHEN: PHOTO LOOKING WEST  
NTS



4 EXISTING KITCHEN: PHOTO LOOKING NORTH  
NTS



3 EXISTING KITCHEN: PHOTO LOOKING OUT FROM INTERIOR  
NTS



2 EXISTING KITCHEN: PHOTO LOOKING WEST TO DECK  
NTS



1 EXISTING KITCHEN: PHOTO LOOKING NORTH  
NTS

RESERVED FOR DOB USE

STAMP

ARCHITECT

2650 W BELDEN AVE #309, CHICAGO, IL 60647  
T: 312.278.1070 | www.DAAMprojects.com  
PROFESSIONAL DESIGN FIRM. LICENSE NO. 184-007488

STRUCTURAL ENGINEER  
ROCKEY STRUCTURES  
751 S CLARKE ST. STE 200, CHICAGO, IL 60605  
T: 312.482.1007 | www.rockeystructures.com

LANDSCAPE ARCHITECT  
NLM  
2285 LINDEN AVE., HIGHLAND PARK, IL 60035  
T: 847-432-1183 | www.nhlarch.com

GEOTECHNICAL ENGINEER  
GROUND ENGINEERING CONSULTANTS  
350 PFINGSTEN RD # 108, NORTHBROOK, IL 60062  
T: 847.559.0085

CIVIL ENGINEER  
DANIEL CREANEY CO.  
450 SKOKIE BLVD STE 105, NORTHBROOK, IL 60062  
T: 847-480-5757 | www.dcreaneyco.com

DRAWING ISSUE  
ZONING SET - ZBA HEARING 2023.08.30

PROJECT TITLE  
DART PECK HOUSE  
THE MILMOE RESIDENCE  
PHASE 1 :: KITCHEN RENOVATION & ADDITION

PROJECT ADDRESS  
334 CIRCLE LANE  
LAKE FOREST, IL 60045

PROJECT NO. 2022-061

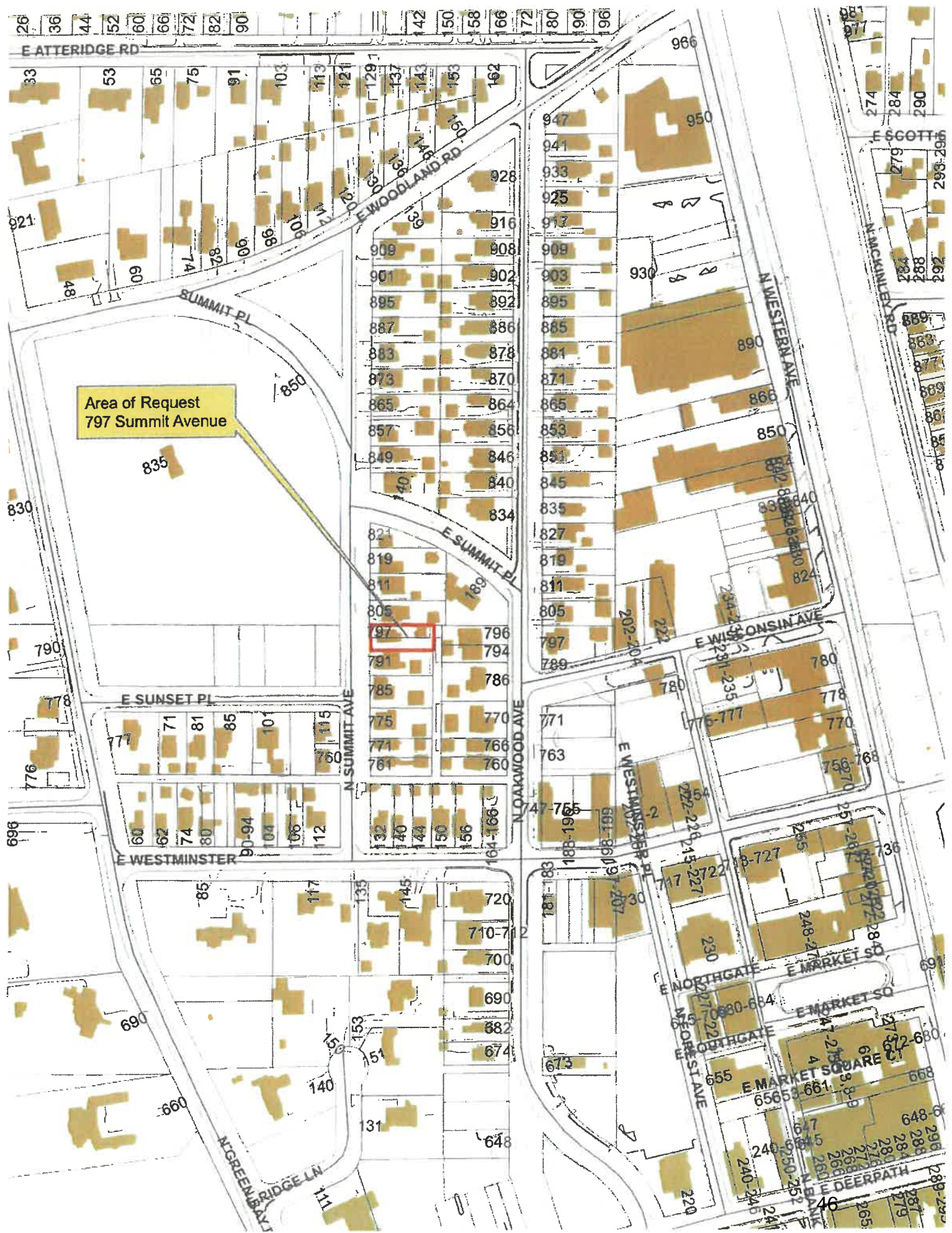
PROJECT EXTERIOR IMAGES

SHEET NO.  
A9.01

ZONING SET - ZBA HEARING

45





Area of Request  
797 Summit Avenue

THE CITY OF LAKE FOREST

ORDINANCE NO. 2023-\_\_

AN ORDINANCE GRANTING VARIANCES FROM THE FRONT AND SIDE YARD  
SETBACKS FOR PROPERTY LOCATED AT 797 SUMMIT AVENUE

**WHEREAS**, Keene and Megan Addington ("**Owners**") are the owners of that certain real property commonly known as 797 Summit Avenue, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

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

**WHEREAS**, the Owner desires to reconfigure the roof and expand the dormers to accommodate second floor living space and add an open front porch all partially within the front and side yard setbacks ("**Improvements**") as depicted on the site plans attached hereto as **Group Exhibit B** ("**Plans**"); and

**WHEREAS**, the Owners submitted an application ("**Application**") for variances from Section 159.087, GR-3, General Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the front and side yard setbacks; and

**WHEREAS**, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on September 28, 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 requested front yard and side yard (north) setback variances will not alter the essential character of the neighborhood. The proposed Improvements are generally compatible with elements of other homes in the surrounding neighborhood.
2. The conditions upon which the variances are requested, including the City's adoption of a Zoning Code after the property was created through a subdivision in the late 1800's and after construction of the house in 1927 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.
3. The existing residence does not conform to the current 40-foot front yard or 6-foot side yard (north) setback requirements. The hardship in

conforming to current setbacks is the result of changes to City regulations over time.

4. The Improvements encroach into the side yard setback no further than the existing house and the encroachment into the front yard setback is mitigated by the open, single story character of the porch.
5. The variances and the resulting Improvements will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or diminish property values. The Improvements are intended to upgrade the home for modern living standards.

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 reconfiguration of the roof, expansion of the dormers, and the addition of a front porch no closer than 13 feet to the front property line and no closer than 4 feet to the side (north) property line.

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

- A. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the



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

- B. Compliance with Laws. Chapters, 150, regarding building and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Staging, Parking and Storage. Prior to the issuance of building permits, a plan for staging and storage of construction and demolition materials and a plan for parking construction vehicles shall be submitted and will be subject to City review and approval.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans which detail the porch as an open, rather than an enclosed, element. Prior to the issuance of a building permit, a detailed, landscape plan for the area surrounding the front porch shall be submitted and will be subject to review and approval by the City's Certified Arborist. The landscape plan shall reflect the existing plantings and identify any plantings proposed for removal and plantings intended to remain. If trees are removed, replacement inches may be required depending on the species and condition of the tree(s) removed.
- F. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owners shall reimburse the City for all of its costs (including without limitation

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

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

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2023.

AYES: (    )

NAYS: (    )

ABSENT: (    )

ABSTAIN: (    )

PASSED THIS \_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor

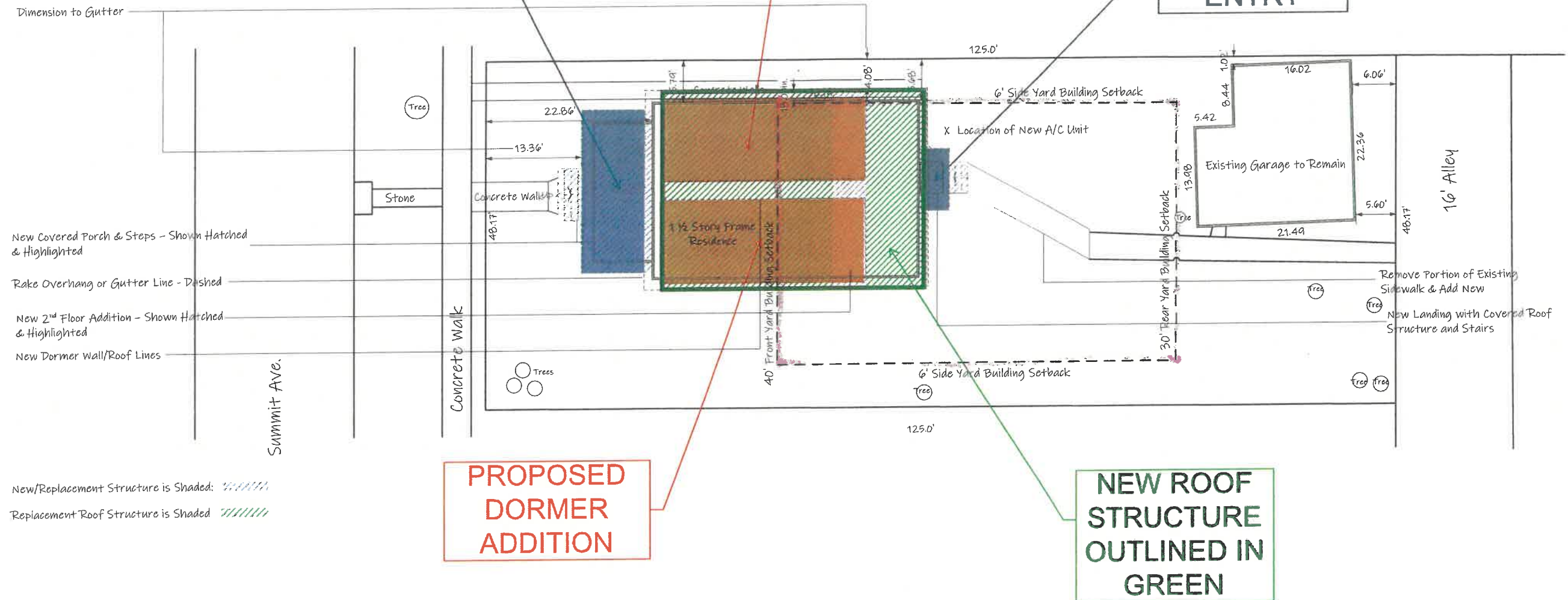
ATTEST:

\_\_\_\_\_  
City Clerk

## PROPOSED FRONT PORCH ADDITION

# PROPOSED DORMER ADDITION

PROPOSED  
COVERED  
ENTRY



## SETBACK LINES

THE CITY OF LAKE FOREST

ORDINANCE NO. 2023 - \_\_\_\_\_

AN ORDINANCE APPROVING AN AMENDMENT TO THE SPECIAL USE PERMIT  
FOR ELAWA FARM  
(1401 Middlefork Farm Drive)

**WHEREAS**, the Elawa Farm Foundation (the "**Foundation**"), a tenant, has filed a petition with the consent of the property owner, City of Lake Forest (the "**Owner**") for an amendment to the Special Use Permit for property legally described in Exhibit A attached hereto and made a part hereof ("**Elawa Farm**"); and

**WHEREAS**, in 2010, the City of Lake Forest (the "**City**") granted a Special Use Permit establishing Elawa Farm as a community facility; and

**WHEREAS**, the Original Special Use Permit was substantially amended in 2019 in response to lessons learned and in the interest of returning the focus of Elawa Farm to community use and education as originally envisioned, in anticipation of fewer large, private rental events; and

**WHEREAS**, the Special Use Permit was further amended in 2022 to authorize the creation of an Enabling Garden, to allow the chicken coop to remain on the Farm on an ongoing basis, and to clarify the limitations on the use of amplified sound in the Hay Barn, and

**WHEREAS**, a petition (the "**Petition**") requesting approval of further amendments to the Special Use Permit was filed by the Foundation to allow improvements and expanded programs and activities to backfill the spaces left vacant after the departure of the City's Wildlife Discovery Center; and

**WHEREAS**, the Petition was filed in accordance with the regulations of Section 159.045, Special Uses, of the Lake Forest Zoning Code; and

**WHEREAS**, the City's Zoning Board of Appeals did conduct a public hearing on the Petition on July 24, 2023 and after having fully heard and having considered the evidence and testimony by all those who wished to testify and, after deliberating, voted 6 to 0 to recommend approval of the amendments and submitted to the City Council a report of its findings a copy of which is attached hereto and made a part hereof as Exhibit B (the "Findings"): and

**WHEREAS**, the City Council concurs with the findings of the Zoning Board of Appeals and, subject to the terms and conditions herein set forth, finds and determines that it is in the best interests of the City and its residents to approve the Petition and amend the SUP as set forth in the Ordinance.

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

**SECTION ONE. Recitals:** The foregoing recitals are incorporated into this Ordinance as if fully set forth.

**SECTION TWO. Approval of Amendment:** The 2022 Special Use Permit is hereby amended as follows. (Note: Text changes are reflected in strikeout and highlighted text for the benefit of the reader, a clean copy of the Ordinance will be provided for signature and recording.)

**Daily Use Activities**

1. Definition: Uses at Elawa Farm shall be consistent with the vision stated in the Updated Master Plan adopted as an exhibit to the Amended Special Use Permit. As described in the Master Plan, "Daily Use Activities" are those activities offered and managed by the tenants at Elawa Farm (at the time of this adoption, the Elawa Farm Foundation ~~and the City of Lake Forest Wildlife~~

Discovery Center) to provide opportunities in the fields of environmental and wildlife domestic farm animal education, gardening, conservation, environmental restoration, architecture, history, gentlemen farming, preservation, farm to table experiences, local culture, and passive recreation experiences. (Note: It is acknowledged that if tenants at Elawa Farm change, this Special Use Permit and the Master Plan will be reviewed and further amended as necessary.)

Permitted Daily Use Activities at Elawa Farm include:

- a. eClasses, programs, demonstrations, workshops, tours, field trips and lectures-
- b. Daytime, small scale café, open to the public during daytime hours, no later than 4 p.m.
- c. Dinners hosted by and food provided by the Elawa Farm Foundation (not an outside caterer).
  - i. Pre-registration is required for all dinners.
  - ii. Not to exceed 60 guests per evening.
  - iii. No outdoor amplified music.
  - iv. Offered up to three (3) days per week.
  - v. Indoor seating and seating in the courtyard west of the Hay Barn only.
  - vi. Dinners hosted by the Foundation may not be scheduled concurrently with any Private Rental Event.
- d. Unscheduled drop-in visits by members of the public and normal tasks associated with caring for and maintainingtending the Garden and the Wildlife Discovery Center farm animals are also considered Daily Use Activities.

2. Public Use: Elawa Farm is primarily intended for public use by Lake Forest residents. The outdoor grounds of Elawa Farm, the Garden and the Natural Area are generally accessible to the public from dawn to dusk.
3. Tenant Use: The Elawa Farm facilities, farm buildings and courtyards, are available for tenant sponsored Daily Use Activities as described in condition #1, seven days a week, until 9:30 p.m. subject to prior scheduling and approval by the Coordinator (see condition #9).
4. Field Trips: Prearranged visits to Elawa Farm, offered as part of the curriculum for elementary, middle and high school students during the school year and offered as part of summer camps, are considered Daily Use Activities and are permitted up to 1625 times per year, during the months of September, October, early November, April and May, with no more than two field trips occurring per week. Buses associated with field trips must stage in the westernmost parking lot or off site during the field trip.



5. Parking: All staff, volunteer, contractor, participant, guest and visitor parking for Elawa Farm for Daily Use Activities shall be in the on-site parking lot, or off site, not on the residential streets in the Middlefork Farm Subdivision except for limited events which are open to the general public subject to approval by the [CoordinatorCity](#).
6. Farm Animals: Farm animals, defined as animals typically found on a farm in the Midwest [and more specifically as listed below](#), are permitted on the site on a limited basis only in the [Farm Animal](#) overlay area designated in the Master Plan, [generally in the southern portion of the Garden](#) ~~southwest corner of the site~~.
  - ~~i. No farm animals may be kept on the site overnight with the following exceptions:~~
    - ~~a. Up to 12 adult hens may be kept on the site wholly within the overlay area designated in the Master Plan, the southern portion of the Garden. The chickens must be secured in a temporary pen/chicken coop.~~

~~Any and all required licenses, permits or approvals related to farm animals must be obtained from outside agencies to meet all applicable health and life safety requirements on an ongoing basis~~
  - [a. The following are permitted in the Farm Animal overlay area:](#)
    - [i. A maximum of 8 female or castrated male goats.](#)
    - [ii. A maximum of 12 female hens.](#)
    - [iii. A maximum of 12 female ducks.](#)
  - [b. No roosters, uncastrated male goats, or male ducks are permitted.](#)
  - [c. Appropriate breeds shall be selected to minimize sound and odor.](#)

## **Events**

7. Definition: "Events" are activities other than Daily Use Activities and fall into two categories: 1) Events sponsored by the Elawa Farm tenants and open to the public free of charge, by donation, ~~or~~ through purchase of a ticket, [or by reservation](#); and 2) Private Rental Events hosted by private individuals or companies, not hosted by [the](#) Elawa Farm tenants and not open to the public. Both types of events are intended to produce revenues to support the ongoing maintenance of the Elawa Farm facilities and the tenants.
8. Priority: Priority for [reserving use of](#) space shall be given to [the](#) Elawa Farm tenants for Daily Use Activities and Events.
9. Requirements for all Events: The following minimum requirements shall be met for all Events:
  - a. Site Capacity. No Event shall exceed 200 people cumulatively on the site at one time due to site capacity limitations, public safety concerns and impact on the surrounding area.

- b. Day time Events. Day time Events are encouraged to minimize the need for evening Private Rental Events.
- c. Evening Events. No more than 12 non-amplified [Private Rental](#) Events extending past 6:00 p.m. are permitted annually.
- d. Amplified Events. Amplified Events are defined as any Event at which electronic means are used to increase or enhance sound inclusive of music and voices. **Six** (6) amplified Events, inclusive of daytime and evening Events, are permitted annually. No more than two (2) amplified Events are permitted within any 30-day period and amplified Events are not permitted on consecutive evenings. Amplification is permitted only in the Private Rental Event Area located west of the Wagon Shed and in the Hay Barn. *Exception:* Events held in the Hay Barn are permitted to use the installed sound system at pre-set levels which must be set to minimize audible sound outside. No sound from the speakers inside the Hay Barn may be audible at a distance of 20 feet outside of the space in all directions and these Events are **not** counted toward the six (6) permitted amplified Events.
- e. End Time. Events shall end no later than 11 p.m. on Friday and Saturday evenings and 10 p.m. on other days of the week.
- f. Alcohol. The service of alcohol shall end 30 minutes prior to the scheduled end of the event.
- g. Shuttle Service. For all events with planned attendance of 75 people or more, off-site parking [\(not on residential streets\)](#) and shuttle service must be provided and event attendees shall be required to use the shuttle service. Shuttle service shall end no later than 45 minutes after the Event and in no case, later than 11:45 on Friday and Saturday and 10:45 on other days of the week. Shuttle vehicles shall avoid the use of flashing lights and shall drop-off and pick-up passengers in an area located away from the neighboring homes.
- h. Parking. Valet parking and parking on residential streets for any purpose related to [Evening](#) Events is prohibited.
- i. Tents. Tents shall be located only in the areas designated in the Master Plan and must be a minimum of 20 feet away from all farm buildings. The siting and installation of tents shall be subject to inspection by City life safety inspectors.
- j. Canopies. Canopies to provide overhead shelter from the rain and sun, without walls, are permitted in areas as designated in the Master Plan and must be a minimum distance of 10 feet away from all farm buildings. The siting and installation of canopies shall be subject to inspection by City life safety inspectors.
- k. A plan for each Event, including details for deliveries, setup, drop off/pick-up, security and clean-up shall be submitted and will be subject to review, [and approval, and enforcement by the Elawa Farm Foundation by the Coordinator.](#)
- l. No smoking is permitted at Elawa Farm or at Events held at the Elawa Farm facilities in compliance with the City Code and life safety regulations.
- m. Certificates of insurance must be posted when applicable.



- n. A liquor license must be obtained in accordance with applicable regulations.
- o. All applicable fees must be paid and deposits posted.

### **Garden Market**

- 10. The Market shall be managed and operated consistent with this Special Use Permit and the Operating Agreement.
- 11. The Market shall be a not for profit operation with proceeds from the sales used for maintenance, operation, restoration and enhancements at Elawa Farm.
- 12. The Market, including any required setup or take down, is permitted to operate between the hours of 8 a.m. and 6 p.m.
- 13. The majority of items for sale at the Market shall be grown or produced on the site with the exception of limited garden and farm related seasonal items which may be brought on to the site for sale with proceeds benefitting the Elawa Farm Foundation.

### **Cottage – Permitted Uses**

- 14. Single family residence for a caretaker employed by the Elawa Farm Foundation.
- 15. Small scale office use for Elawa Farm Foundation employees or Board members.
- 16. No subleasing or third party rentals of the Cottage is permitted.

### **General Regulations**

- ~~14.~~ 17. Scheduling Responsibilities: All Daily Use Activities and Events at Elawa Farm shall be scheduled in advance in accordance with established policies and the Operating Agreement. In every case, Daily Use Activities and Events shall be scheduled and approved only after considering **cumulatively**, all uses occurring at and near Elawa Farm, at any particular time. (“Cumulative” is intended to include consideration of, for scheduling purposes, activities or events on adjacent properties; Lake County Forest Preserves, Lake Forest Open Lands, Elawa Park and any special events occurring in the area.)

A schedule of Daily Use Activities and Events shall be maintained in and shall be available on an ongoing basis to all tenants of Elawa Farm, the Middlefork Farm Homeowners’ Association, appropriate City staff and if determined to be helpful, to adjacent landowners; the Lake County Forest Preserves District and Lake Forest Open Lands Association. The schedule shall include, but not be limited to, the following: number of participants, hours, location and type of activity or event.

Clear policies and requirements for event management and security shall be established by the tenant to assure proper monitoring and management of all

Events in a manner consistent with the Special Use Permit and other applicable requirements.

- ~~15.18.~~ 18. No activity at Elawa Farm shall obstruct public streets or sidewalks without specific authorization from the City. On the Elawa Farm site, an open route for emergency access must be maintained through the Main Courtyard, between the Hay Barn and the Wagon Shed, in a north/south direction at all times.
- ~~16.19.~~ 19. No overnight use of or activities are permitted at Elawa Farm except for use of the caretaker's cottage in a manner typical for a single family residential house and activities necessary to support care and oversight of the farm Wildlife Discovery Center animals. ~~Exception: Occasional overnight activity on the site is permitted as necessary to support the one-year pilot project which allows chickens on the site during the 2019 calendar year.~~
- ~~17.20.~~ 20. At no time shall the number of people in each of the individual interior spaces at Elawa Farm or the number of people at Elawa Farm in its entirety, exceed the maximum capacity as permitted by Fire Code and as posted in accordance with that Code throughout the facility. The use of tents for specific events shall not allow the maximum overall site capacity, as posted on the site, to be exceeded.
- ~~18.21.~~ 21. Elawa Farm shall not be used as a Polling Place for primary, general or special elections.
- ~~19.22.~~ 22. Any new buildings, alteration of existing buildings and any significant fencing or gates that may be proposed, beyond fences for utilitarian purposes which are in full conformance with the City Code, shall be subject to the review and approval of the Historic Preservation Commission.
- ~~20.23.~~ 23. No permanent outdoor lighting shall be permitted except safety and security lighting which shall be installed in compliance with Code and permitting requirements. Lighting beyond that needed for safety and security shall require review and approval by the Historic Preservation Commission with consideration given to the intensity of lighting and proposed light fixtures to assure that the residential and historic character of the neighborhood and site are preserved. Lights, other than for safety and security purposes shall be turned off after hours. The goal shall be to preserve the "right to night" and adherence to the dark sky initiatives.
- ~~21.24.~~ 24. Signage for Elawa Farm and the various tenants now and in the future shall be consistent with the signage plan approved by the Historic Preservation Commission and as it may be amended in the future.

## **Other**

22.25. On an annual basis, the tenants of Elawa Farm shall provide a report to the Director of Community Development or designee detailing: the number and frequency of Events, the type of Events, the number of attendees at each Event and any issues, complaints or non-compliance resulting from the Events. The report shall be used as one means to verify ongoing compliance with the conditions of the Special Use Permit.

**SECTION THREE: Amendment to Ordinance.** Any amendments to the terms, conditions, or provisions of this Ordinance that may be requested after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in Section 159.045 of the Zoning Code, or by an amendment to the Special Use Permit itself in the manner provided in the Zoning Code and by applicable law. Nothing in this Ordinance amends or otherwise modifies the terms and conditions of the SUP.

**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 Petitioner has not (i) executed and (ii) thereafter filed with the City Clerk, within 60 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as Exhibit D and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. 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:

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT B**  
**Findings**

1. The enhanced programs and activities at Elawa Farm will backfill the spaces recently vacated by the Wildlife Discovery Center with low impact uses that will help to maintain interest in and support for Elawa Farm. The proposed enhanced programs and additional activities will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare of the residents and general public.
2. No increase in Private Rental Activities is proposed nor is any relaxation of the limitations currently imposed on these activities proposed.
3. Elawa Farm is a unique community asset, part of the Middlefork Farm neighborhood. Numerous conditions of approval regulate the activities at Elawa Farm recognizing the mix of residential, recreational, educational and passive uses that occur in the immediate area. Elawa Farm adds value and distinction to the area and as limited by the conditions of approval, will not impede the normal and orderly future use or enjoyment of properties in the area for the uses already permitted.
4. No evidence has been submitted to demonstrate that the proposed programs and activities which will replace the activities resulting from the Wildlife Discovery Center, will substantially diminish property values in the neighborhood.
5. No changes are proposed to the exteriors of the existing historic buildings to accommodate the enhanced programming and activity. Any significant changes proposed will require review and approval by the Historic Preservation Commission.
6. Adequate utilities, roads and drainage facilities are already available to the site.
7. The proposed enhanced programs and activities overall will not generate traffic or parking demand that exceeds activity levels experience when the Wildlife Discovery Center operated on the site.
8. The activities at Elawa Farm on an ongoing basis will be consistent with the Special Use Permit as amended. Except as set forth in the Special Use Permit, the site shall conform to the applicable regulations of the R-5 zoning district and all other applicable uses and regulations.

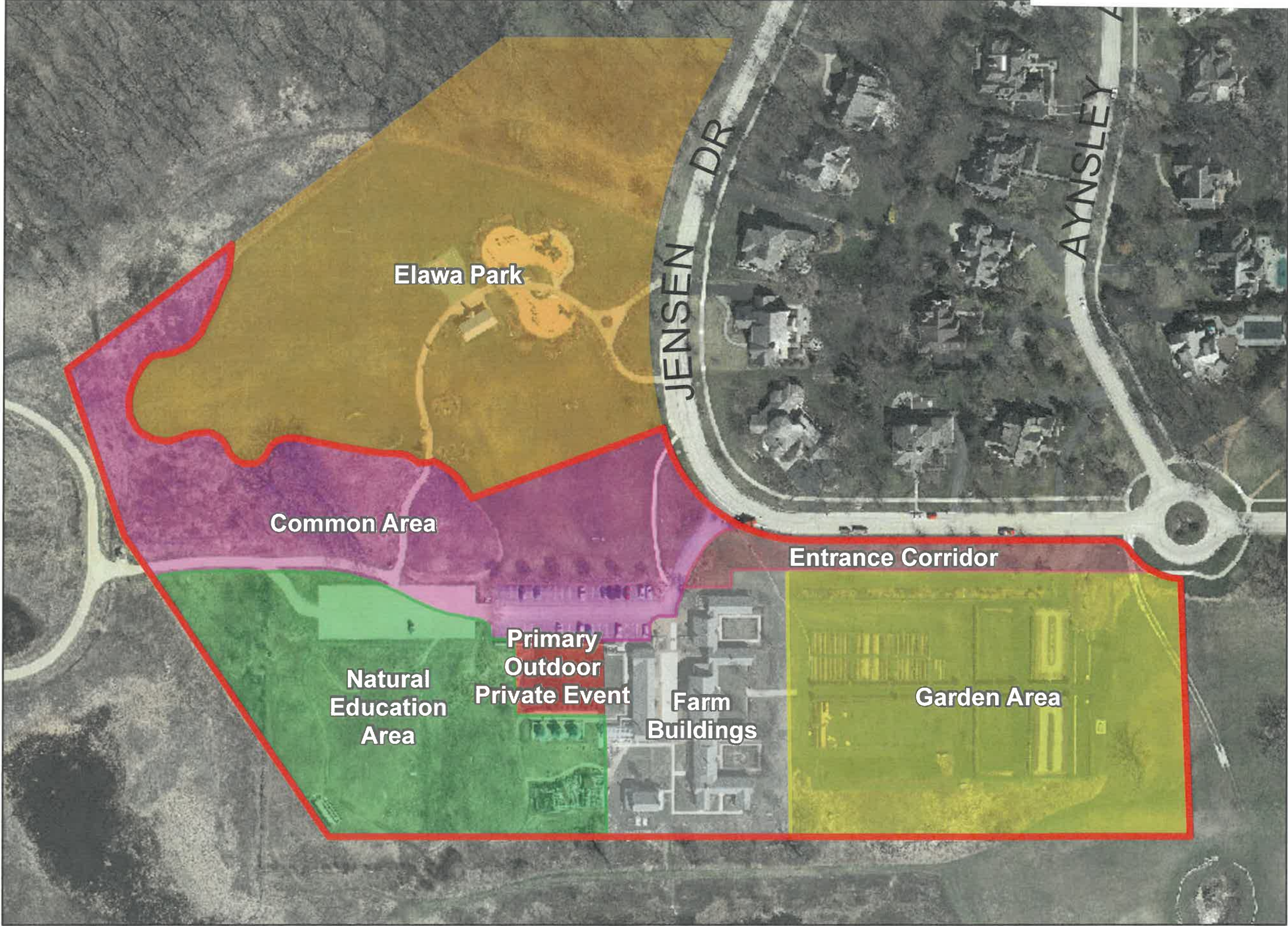


Elawa Farm Master Plan Exhibit 1



Elawa Farm Use Areas





# Elawa Farm Master Plan







## ZONING BOARD OF APPEALS' REPORT AND RECOMMENDATION

TO:	Honorable Mayor Tack and Members of the Council
DATE:	July 24, 2023
FROM:	Chairman Bass and members of the Zoning Board of Appeals
SUBJECT:	<b>Elawa Farm – Amendment to Special Use Permit</b>

### Property Owner

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

### Property Location

1401 Middlefork Drive

### Zoning District

R-5 - Single Family Residence  
District

Owner: City of Lake Forest  
Tenant: Elawa Farm Foundation

### Summary of the Request

This is a request for consideration of limited amendments to the Elawa Farm Special Use Permit. Elawa Farm operates under a Special Use Permit because it is a non-residential use located on residentially zoned property.

Recently, the City's Wildlife Discovery Center (WDC) program, which was located at Elawa Farm as a co-tenant with the Elawa Farm Foundation ("the Foundation"), a not for profit organization, was discontinued. As a result, the spaces, both indoor and outdoor, that were previously occupied by the WDC are now vacant. This request for an amendment to the Elawa Farm Special Use Permit if approved, will allow the Foundation to backfill the now vacant spaces and expand the community offerings at Elawa Farm. The WDC drew many people to Elawa Farm and the intent is to continue to provide low impact interesting programs and activities on site as a resource to the community, but also to assure an ongoing revenue stream to help maintain, restore, and enhance the historic buildings and natural environment and maintain Elawa Farm as a community asset.

### Background

The Elawa Farm Special Use Permit was substantially amended in March 2019. The experiences and lessons learned since approval of the original Special Use Permit in 2010 resulted in a lengthy period of study and public meetings ultimately leading to the 2019 approvals. A key focus of the 2019 amendments to the Special Use Permit was to limit the number and size of private rental events, especially weddings or similar events held in the evening house. The



direction of the 2019 approvals encouraged activities that align with the vision for Elawa Farm.

The Special Use Permit was further amended in 2022 to support the development of an Enabling Garden.

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Elawa Farm is owned by the City of Lake Forest. In 1998, as a result of a partnership between the Carroll Family, Lake County Forest Preserves District, Lake Forest Open Lands Association, the developer and the City of Lake Forest; Elawa, a Gentleman's Farm, was preserved as a community resource. The original 200-acre parcel was subdivided into 72 single family residential lots consistent with the density permitted by the underlying zoning. And, by using a conservation subdivision approach; wetlands, an oak savannah, prairie and many of the structures and the garden from the historic Gentleman's Farm were preserved.

Today, portions of the original 200 acres are owned by the Lake County Forest Preserves District, Lake Forest Open Lands Association and the City. The City ownership includes a neighborhood park which is under the purview of the City's Park and Recreation Department, a site north of the park that is reserved for a public elementary school if one is ever needed in this area, and Elawa Farm. Importantly, only Elawa Farm is governed by the Special Use Permit.

There is interplay between the various parcels and ownerships in the area including the adjacent single family residential neighborhood, the Middlefork Farm Subdivision. There is a collective impact from the activities that occur at Elawa Farm, Elawa Park, on the Forest Preserves land and in the Lake Forest Open Lands areas. This unique blend of resources brings with it some demands ranging from parking and traffic to finding a workable balance of overall activities. The adjacent residential neighborhood certainly benefits from proximity to extraordinary natural and historic resources, but is also impacted by traffic, frequency of use, noise and overall activity levels. As with all special uses, the City is faced with balancing community benefits with off-site impacts.

The Elawa Farm Foundation, a not for profit organization, is a tenant of the Farm and as such, pays rent and is responsible for maintenance and ongoing care of designated spaces within the farm buildings and the Garden. The City is responsible for the overall care and long term preservation of the overall site.

### **Overview**

❖ *Why is an amendment requested at this time?*

As noted above, the City's Wildlife Discovery Center recently closed due to the retirement of a long time staff member who was the original inspiration for the program and who, single handedly, built a unique program that could not easily be maintained without his unique expertise. The Elawa Farm Foundation, the current tenant at Elawa Farm, has stepped forward with some creative, low impact ideas for backfilling the vacant spaces to assure that residents and visitors continue to be drawn to the Farm.

- ❖ *Will private rental activity be increased? Will the limitations currently imposed on private rentals be changed?*

No, the proposal put forward by the Foundation does not request any expansion or change to the limitations currently in place for private rental events. In recent years, the impact of private rental events has been reduced as a result of strict compliance with the conditions limiting the number of events, the location, amplification, size, and ending times.

- ❖ *What types of new programs and activities are proposed to backfill the spaces vacated by the WDC?*

A limited number of domestic farm animals are proposed in the area previously occupied by the WDC animals in outdoor cages.

A daytime café is proposed for those visiting Elawa Farm, the park or the Forest Preserve. Limited seating and food and beverages will be offered. The café will be operated by the Foundation.

Additional "dinner on the farm" opportunities will be offered subject to prior registration and featuring food from the garden at Elawa Farm. The dinners will be operated by the Foundation.

No additional private rentals are proposed.

The cottage, formerly the WDC caretaker's residence, could continue to be used as a single family caretaker's residence however, the City is currently evaluating the condition of the cottage. The Foundation has no plans to use the cottage at this time.

**Proposed Amendments**

The current conditions of the Special Use Permit are detailed in the Ordinance included in the Council packet. Proposed changes are reflected in ~~strikeout text~~ (deletions) and **red text** (additions).

**Public Comment**

Public notice of this petition was provided by the City in accordance with applicable requirements. Notice was mailed by the Community Development Department to surrounding properties and the required notice was published in the local newspaper. The agenda for the Zoning Board of Appeals' meeting was posted at five public locations and on the City's website.

*Excerpt*  
**The City of Lake Forest**  
**Zoning Board of Appeals**  
**Proceedings of the July 24, 2023 Meeting**  
*DRAFT – Subject to Board Approval*

A regular meeting of the Lake Forest Zoning Board of Appeals was held on Monday, July 24, 2023 at 6:30 p.m., in Lake Forest, Illinois.

Zoning Board of Appeals members present: Chairman Ari Bass and Board members Art Miller, James Moorhead, Mike Adams, Henry Kleeman and Laurie Rose

Zoning Board of Appeals members absent: Board member Pete Clemens

Staff present: Michelle Friedrich, Planning Technician, and Catherine Czerniak, Director of Community Development

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- 6. Consideration of a request for a recommendation in support of amendments to the Special Use Permit for Elawa Farm, 1401 Middlefork Drive. The Elawa Farm Foundation is proposing programs and use of the indoor and outdoor facilities to backfill areas recently vacated by the Wildlife Discovery Center.**  
**Property Owner: The City of Lake Forest**  
**Tenant: Laura Calvert, Elawa Farm Foundation**

Chairman Bass introduced the agenda item and asked for any Ex Parte contacts or conflicts of interest. Hearing none, he noted that he had brief conversation with an Elawa Farm staff member but stated that the petition was not discussed adding that he is able to rule on the petition objectively. He invited a presentation from the petitioner.

Ms. Calvert noted that the City's Wildlife Discovery Center recently left Elawa Farm leaving space that is available for use. She stated that she invited the neighbors to a meeting recently to review the expanded use proposed by the Foundation. She provided an overview of Elawa Farm and the surrounding open spaces areas. She stated that the Foundation is a mission based organization that offers programming that has a low impact on the surrounding neighborhood. She stated that as a not for profit organization, the Foundation needs to generate revenue to support the increased rent that will result from expanding programming into the spaces recently vacated by the Wildlife Discovery Center. She stated that the Foundation offers a variety of educational programs to the public. She stated that currently, there is no place at Elawa Farm for the public to rest and take advantage of limited food and

beverage offerings. She stated that the Foundation proposes to add a small farm to table food service area for use by the public during the day. She stated that the Foundation proposes to bring a limited number of farm animals on to the site to backfill the area where the Wildlife Discovery Center animal enclosures were located, west of the farm buildings and away from the neighboring residents. She stated that approval is requested for a maximum of eight goats, 12 ducks, and 12 chickens. She stated that the animals proposed are quiet and friendly in nature and produce minimal odors. She stated that the Foundation intends to establish a new Visitors' Center in the space that formerly housed the main exhibit of the Wildlife Discovery Center. She described the Foundation's plans to create a "culinary wing" by building a new commercial grade kitchen with cold and dry storage in the former classrooms located to the south of the Hay Barn. She stated that the existing kitchen will remain and be used as a classroom. She noted that the space at the north end of the Hay Barn building will be used as a classroom. She stated that a small hoop house, or green house, is proposed near the animal exhibit area to allow early season plantings adding that the structure will be screened by the existing dogwoods shrubs. She stated that the daytime café will offer counter service for deli type items until 4 p.m. She stated that the café will have seating for about 20 people inside and up to 40 people on an outdoor patio. She stated that the café and the dinners are revenue opportunities for the Foundation. She stated that various types of dinners will be offered to celebrate the food harvested from the garden in different ways. She stated that the dinners will be limited to 60 guests, with seating in the Hay Barn, and will require pre-registration. She stated that over the past three years small dinners have been offered with no complaints adding that the dinners do not require tents or offer music and are most often sold out. She stated the intent to increase the dinner offerings to three to four times per week. She stated that the Garden Market is currently open on Fridays and Saturdays from 8 a.m. to 2 p.m. and noted that going forward, the plan is to open the market on Sundays as well, from 10 a.m. to 2 p.m. She stated that currently, there are no plans for the Caretaker's Cottage noting that if it is used, it will be occupied by a staff member of be used as an office space for staff.

Ms. Czerniak provided a brief overview of how Elawa Farm came to be. She noted that the majority of the farm buildings were preserved in 1998 when 200 acres of property, then in private ownership, were subdivided. She stated that a portion of the acreage was developed with 72 single family homes, and other portions transferred to the Lake County Forest Preserves District, Lake Forest Open Lands Association, and the City. She said that the use of Elawa Farm, a community space, has evolved over time along with the Special Use Permit which allows a unique combination of uses, with some limitations, in a residential zoning district. She stated that in recent years, the size, number, and management of private rental events has been addressed in response to concerns from the neighboring residents. She stated the amendments now proposed are requested by the Elawa Farm Foundation to allow expanded use of the site as described by Ms. Calvert which will back fill the spaces vacated by the Wildlife

Discovery Center. She stated that the Foundation's expansion into the vacant spaces eliminates the need to bring a new tenant or tenants to the site. She stated that after years of experience, the Elawa Farm Foundation has established good practices for managing the site and minimizing impacts on the neighboring property owners.

In response to questions from Board member Miller, Ms. Czerniak stated that the Cottage needs fairly extensive interior work to make it suitable for occupancy. She stated that new use of the cottage is proposed at this time.

In response to questions from Board member Rose, Ms. Calvert confirmed that there is a Foundation event coordinator on site during private rental events who is well versed in the restrictions and parameters of the Special Use Permit. She stated that the restrictions for private events are clearly spelled out in the lease agreements.

Ms. Czerniak confirmed that unlike in years' past, City staff does not regularly receive complaints about private rental events not being managed properly.

In response to questions from Chairman Bass, Ms. Calvert stated that based on the Special Use Permits, six outdoor amplified events are permitted per year. She stated that no changes are proposed to that limitation.

In response to questions from Board member Adams, Ms. Calvert stated that currently, there are 10 chickens located east of the Hay Barn and south of the garden. She stated that the chickens will be moved to the former Wildlife Discovery outdoor animal area and will be joined by a few goats and ducks. She stated that the number of animals proposed is based on the square footage of the outdoor space and feedback from some of the neighbors. She stated that the animals proposed do not have a significant smell.

In response to questions from Board member Moorhead, Ms. Calvert stated that the proposed animals do not present a public health concern. She confirmed that the proposed café and farm to table dinners are intended to generate revenue. She explained that the dinner menus will be posted in advance and the café will have seasonal items for sale. She said that reusable plates and silverware will be used for the farm to table dinners and ideally, the same would occur at the care to remain in line with the Farm's sustainability goals.

In response to questions from Board member Moorhead, Ms. Czerniak stated that the proposed food service is not considered a restaurant but instead, permitted through the Special Use Permit for a community facility.

In response to questions from Chairman Bass, Ms. Calvert stated that all of the goats will be under 200 pounds and will be female or miniature goats.

Hearing no further questions from the Board, Chairman Bass invited public comment and swore in those intending on speaking.

Tracey Beck, 1245 Kennicott Drive, Middlefork HOA President, stated that the Middlefork Farm Subdivision is most directly impacted by Elawa Farm. He stated that the neighborhood values Elawa Farm and thanked the Elawa Foundation and Ms. Calvert noting that they have a good collaborative relationship. He stated that overall, there is a great deal of activity in the area with the Oak savanna, Elawa Park, Open Lands, the Forest Preserves District, and Elawa Farm, adding that there is a collective impact on the neighborhood. He stated general support for the Foundation's proposal and expressed relief that a new tenant is not proposed to backfill the space vacated by the Wildlife Discovery Center. He noted support for repurposing classrooms and exhibit spaces, for the hoop house, and the farm animals at the proposed location. He noted some concerned with the possible increased activity on the site particularly during the evening hours. He noted concern about the café and dinners evolving into a commercial restaurant bringing in people who otherwise would not visit Elawa Farm. He stated general support for the café, expanded Market hours, and dinners but noted that combined, there will be over 200 events a year. He asked that an end time for Elawa Farm Foundation events be added back into the Special Use Permit. He stated that the increase in field trips from 16 to 25 per year could be problematic but acknowledged that he does not know how frequently field trips occurred in the past.

George Panos, 1105 Cahill Lane, stated that he has lived in the Middlefork Farm Subdivision for 15 years. He stated that Elawa Farm is an attractive feature of the neighborhood, an asset to the community and noted the positive changes that have occurred on the site since 2019. He expressed concern that changes at the site could cause traffic to get out of hand especially on Middlefork Drive. He stated that the Market brings in a great deal of traffic and is advertised on Waukegan Road. He said that it would be nice to have a quiet day on Sunday instead of extending the Market. He stated that the Wildlife Discovery Center did not bring in as much traffic consistently as the Market does. He asked that the café not be advertised on Waukegan Road like a restaurant.

Joe Weiss, 1360 Middlefork Drive, stated that he provided a letter to the Board. He said that he purchased his home across from Elawa Farm about a year ago. He stated that he enjoys looking out the window and seeing a farm. He stated that his home is one of the closest to the Farm adding that he works from the home. He stated that he has not observed problems with traffic but acknowledged that there are cars on Middlefork Drive when the Market is open but added that the impact is limited. He stated that he enjoys seeing weddings at the Farm. He commended Ms. Calvert for her oversight of the Farm. He stated that in his opinion, the café is a good way to support the farm noting that the Botanic Garden offers a similar amenity. He said that people do not go to Elawa Farm for food but will go to the café if they are at the site. He acknowledged the concerns of some of his neighbors but stated that in his opinion, Elawa Farm is an asset to the community.



In response to questions from Board member Moorhead, Ms. Czerniak stated that the Special Use Permit does not currently limit the days the Market can be open, just the hours, from 8 a.m. to 6 p.m. She acknowledged that there are busy days with people at the Market, at the park, and using the Forest Preserves trails. She stated that discussions are underway about expanding the parking lot to handle the peak activity times.

In response to questions from Board member Moorhead, Ms. Calvert stated that dinners will be limited to 60 guests per evening. She stated that assuming two guests per car, there will be about 30 cars on site during the evenings when dinners are held. She pointed out that the dinners will be in the evenings when no other events are occurring. She stated that there are no plans to advertise the café off of the site other than to the Elawa Farm community through weekly emails and social media. She stated the intent is that when people are in the area for other activities, there will be a place to buy a refreshment or snack.

In response to questions from Board member Rose, Ms. Calvert stated that the farm to table dinners will end at 9 p.m.

In response to questions from Board member Rose, Ms. Czerniak said that a 9:30 p.m. end time for the dinners can be added to the Special Use Permit.

In response to questions from Board member Miller, Ms. Calvert stated that the café will offer light snacks, grab and go salads, soups, and baked goods.

In response to questions from Board member Adams, Ms. Calvert stated that the request to increase the number of field trips from permitted from 16 to 25 will provide additional flexibility. She stated that currently, the food team works Tuesday through Saturday so it is unlikely that dinners will be offered on Sundays or Mondays.

In response to questions from Board member Miller, Ms. Calvert stated that field trips are limited to 30 students at a time adding that they arrive by bus or a smaller van. She stated a small group could come for a tour of the Farm and should not be considered a field trip.

In response to questions from Board member Kleeman, Ms. Calvert said that there will likely be a reduction in the total number of field trips without the Wildlife Discovery Center on site. She stated that the Foundation's mission is educational and explained that to offer more educational opportunities, the Foundation hopes to expand the revenue stream by more food offerings.

In response to questions from the Board, Ms. Czerniak stated that based on the Board's comments an ending time of 9:30 p.m. could be added for the weekly dinners and the maximum number of field trips per year limited to 20. She asked for direction on number of times per week the dinners should be permitted. She cautioned against including specific numbers of people permitted to attend a dinner noting the difficulty in enforcing a limit.

In response to questions from the Board, Ms. Calvert clarified that the Foundation currently offers two farm to table dinners a month adding that the dinners have become an important source of revenue. She stated that the Foundation would like the flexibility to schedule up to four dinners a week ramping up to that number over time. She stated that limiting the number to three dinners a week is workable.

In response to questions from Board member Rose, Ms. Calvert confirmed that food for the dinners will be cooked on site in a new commercial kitchen that will be built. She stated that the Elawa Farm Foundation receives 15 to 20 percent of the sales from vendors who participate in the Garden Market.

In response to questions from Board member Adams, Ms. Czerniak stated that the adjustment in rent that will be paid to the City for use of the space has not yet been determined. She noted that the rent goes toward the upkeep of the exterior of the building which the City maintains. She confirmed that the Wildlife Discovery Center contributed to maintenance of the buildings.

In response to questions from Board member Miller, Ms. Calvert stated that the dinner guests also get a tour of the property adding that many times, the people at the dinners are contributors to the Foundation.

In response to questions from Chairman Bass, Ms. Calvert stated that dinners will likely be on Tuesdays, Wednesdays, and Thursdays. She stated that it is anticipated that the income from the dinner will be about 15 to 20 percent of the Foundation's annual budget and is a significant revenue opportunity. She stated that based on experience to date, the dinners typically sell out and will be offered all year long.

In response to questions from Chairman Bass, Ms. Czerniak stated that she is not aware of any complaints received about the dinners held to date.

Board member Moorhead stated support for the amendments proposed noting that he was on the Board in 2019 when the discussion was much broader and controversial. He stated that the amendments presented are modest requests. He commended Ms. Calvert for abiding by the 2019 Special Use Permit. He stated support for a 9:30 p.m. ending time for dinners, 20 to 25 field trips per year, and a limit of three dinners per week.

Board member Rose agreed with Board member Moorhead.

Board member Kleeman agreed that a 9:30 p.m. ending time for the dinners should be added to the Special Use Permit along with limiting the dinners to three nights per week. He stated support for up to 25 field trips a year. He stated that the dinner offerings will benefit the Foundation financially.

Board member Miller stated support for allowing dinners on Sundays if desired by the Foundation noting that it could be an opportunity for family dinners in combination with seeing the animals.

Board members Kleeman and Rose agreed with Board member Miller.

Board member Adams agreed with allowing dinners up to three nights a week and allowing up to 25 field trips a year. He stated that in his opinion, dinners should not be permitted on Sundays to provide the neighbors with certainty that one night a week there will not be activity at Elawa Farm. He stated that is a reasonable accommodation to the neighbors.

Chairman Bass agreed with the comments of the other Board members. Hearing no further comments from the Board, he invited a motion.

Board member Moorhead made a motion to recommend approval of amendments to the Elawa Farm Special Use Permit for Elawa Farm as presented in the staff report with amendments in response to the Board's comments: dinners are permitted three nights a week until 9:30 p.m., and up to 25 field trips are permitted per year. He stated that the motion includes the adoption of the findings detailed in the staff report.

The motion was seconded by Board member Kleeman and approved by a vote of 6 to 0.

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## **ELAWA FARM LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is made as of the last date of signature ("**Effective Date**"), by and between **THE CITY OF LAKE FOREST**, Illinois, a home rule and charter municipal corporation, ("**City**") and the **ELAWA FARM FOUNDATION**, an Illinois not-for-profit corporation ("**EFF**"), which parties, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

**WHEREAS**, in September 1998, the City acquired a 16-acre parcel of land, including the original farm complex buildings, that were originally part of the A. Watson Armour family's early 20th Century gentleman's farm and commonly known as "Elawa Farm," located at 1401 Middlefork Drive, Lake Forest, Illinois; and

**WHEREAS**, Elawa Farm is (a) historically unique as one of the last remaining, intact gentleman's farm in the Midwest, (b) ecologically unique because of its proximity to the 600-acre Middlefork savanna now owned by the Lake County Forest Preserve District, which Savanna was originally part of the Elawa Farm acreage and contains a 12-acre parcel that is one of the finest and few remaining examples of a black soil, tall grass prairie in the United States, and (c) unique because of the interest in making Elawa Farm a nationally recognized example of a facility coupling historic preservation and nature conservation; and

**WHEREAS**, the EFF, a 501(c)(3) corporation, was incorporated and organized on September 12, 2002 to fundraise and collaborate with the City on the preservation and adaptive reuse of Elawa Farm; and

**WHEREAS**, as the owner of the Elawa Farm property, the City has control over the use, operation, and maintenance of the property, as well as the authority to utilize the property for City programs and to enter into agreements to authorize others to use the property consistent with the terms and conditions established by the City for such uses as detailed in the Special Use Permit as it may be amended from time to time; and

**WHEREAS**, in July 2010, the Mayor and City Council approved a Special Use Permit for general operations at Elawa Farm (which was ratified in April 2011, and then amended in 2019 and 2023), and will be referred to as the "*Special Use Permit*"; and

**WHEREAS**, on March 17, 2014, the City and the EFF entered into an "Elawa Farm Operating Agreement" to more fully define their respective roles and responsibilities to each other and with respect to Elawa Farm, including the terms and conditions for the development, use, operation, management, and maintenance of Elawa Farm ("**2014 Agreement**"); and

**WHEREAS**, as part of the 2023 amendment to the Special Use Permit, the City authorized expanded use of Elawa Farm Property by EFF to include all of the farm buildings with exception of the small residential building, ("the Cottage"); and

**WHEREAS**, in recognition of the evolving role and activities at Elawa Farm, as well as the importance of Elawa Farm to the City, its residents, and to the broader community in the Lake

Forest-Lake Bluff area, the EFF and the City terminated the 2014 Operating Agreement and, in 2021, entered into a Lease Agreement to clarify the parties' roles and responsibilities with respect to Elawa Farm and modify certain terms relating to the use, occupancy, and maintenance of portions of Elawa Farm by the EFF and by the City and City entities and other terms and conditions for the development, use, operation, management, and maintenance of Elawa Farm ("2021 Lease"); and

**WHEREAS**, the parties now desire to repeal and replace the 2021 Lease in its entirety with a new "Elawa Farm Lease Agreement," as set forth herein ("2023 Lease");

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements set forth below, the parties hereby agree as follows:

**Section 1. Recitals.** The foregoing recitals are material to this Agreement and are incorporated herein as if fully set forth in this Section 1.

**Section 2. Prior Agreements.** This Agreement supersedes and replaces all prior agreements between the City and the EFF, including without limitation the 2021 Lease. Upon execution of this Agreement, the terms of the 2021 Lease will be rendered null and void.

**Section 3. The Elawa Farm Property.** The Elawa Farm Property is described in **Exhibit A** ("Elawa Farm Property") and designated and depicted on **Exhibit C**.

**Section 4. Term.** This Agreement will be effective for an initial term of ten (10) years from the effective date of this Agreement, unless sooner terminated as hereinafter provided. This Agreement will automatically renew for additional ten-year terms unless a party notifies the other party at least 180 days prior to the expiration of the then-current term that it does not desire to renew the Agreement. The initial term and any renewal terms will be collectively known as the "Term."

**Section 5. Rent.** The EFF is required to pay to the City rent in the amount set forth in **Exhibit B** per month for the Term of the Agreement, due on the first day of each calendar month ("Rent"). Rent will increase on May 1st of each year through the term of this Agreement, beginning on May 1, 2025, which increase will be based on the then current Consumer Price Index (CPI) used for the Property Tax Extension Limitation Law (PTELL) that is published by the Illinois Department of Revenue.

**Section 6. EFF's Use and Occupancy.**

**A. Use and Occupancy.** Except as otherwise provided in this Agreement, including the City's rights under Section 7 of this Agreement, EFF will have the right to use and occupy, and the right to quiet enjoyment to the Property identified as "Elawa Farm Foundation" areas on **Exhibit C** ("EFF Areas"). The EFF Areas (interior space) total approximately **INSERT** square feet as detailed on **Exhibit C**. EFF's use of the EFF Areas or any portion of the Elawa Farm Property (and any use by a Third-Party User or guest of EFF) must be in accordance with this Lease Agreement, the Special Use Permit (a copy of which is attached as **Exhibit D**), the Master Plan, and any amendments thereto. Any amendment to the Special Use Permit will be automatically incorporated

into **Exhibit D** without amendment to this Lease Agreement. EFF must, at its sole cost and expense, obtain and abide by any governmental approvals that may be required in connection with the use of the Property for the EFF's intended use.

B. Terms for Third-Party Use. During the Term, and subject to full compliance with the Special Use Permit, the EFF is authorized to impose charges on users and others occupying the EFF Areas, and the EFF will be entitled to keep all proceeds from these user charges. As a condition for any third parties to host events on, or to enter an agreement for longer term use of, the EFF Areas or a portion thereof, the EFF must require a third party ("Third Party User") to sign a written agreement that includes, at a minimum, the following: (i) the Third Party User will release and hold harmless the City and its boards, committees, commissions, officers, officials, employees, agents, attorneys, and representatives ("City Representatives") from and against any suits, actions, lawsuits, injuries, damages, losses, liens, costs, expenses (including any attorneys' fees), judgments, or other claims of any sort of nature ("Claims") relating to or arising from its use or occupancy of the Property and (ii) the Third Party User's rights to use the EFF Areas are subject to the City's rights under and terms of this Agreement. Guests of Third-Party User, need not sign such waivers, but EFF must indemnify the City against any Claims of Third-Party Users or their Guests under Section 11.A. of this Agreement and EFF will make reasonable efforts to identify itself or the Third-Party User as the host, organizer, or manager of such event. "Third-Party User" does not include use of the Elawa Farm Property by the City or its departments and entities.

C. Use of Parking Lot. During the Term, EFF and its guests (including approved Third-Party Users) will have non-exclusive use of the parking lot located on that portion of Elawa Farm Property located outside the EFF Areas, subject to generally applicable limitations and conditions that the City may establish from time-to-time.

D. Utilities. During the Term, the EFF will be responsible for payment of the City of Lake Forest Utility Bill inclusive of charges for water and the fees related to sanitation and pensions, as described on **Exhibit B**. EFF will also be responsible for payment of the electric bill for the EFF Use Areas in the event that the utility company begins imposing charges on the City for electric services as a result of this Agreement. Upon the effective date of the lease, EFF will assume responsibility for payment of the sewer and natural gas charges. In the event the EFF does not timely pay the Lake Forest Utility Bill when due, the City will have the right, but not the obligation, to pay the charges and the amount of the charges and any interest or penalties assessed upon delinquent charges (plus the full amount of any expenses, including attorneys' fees) and recover those costs from the EFF inclusive of an administrative processing fee not to exceed 7%.

E. Maintenance of Grounds. EFF shall have sole responsibility for maintenance of the Garden Area as depicted in the Special Use Permit. In addition, in recognition of EFF's interest in overseeing the grounds maintenance approach and procedures used on the overall Elawa Farm property, including, but not limited to the use of any applications to control vegetation, EFF shall be permitted to continue managing the grounds maintenance contract. EFF shall contract with a landscape contractor subject to City approval of the proposed firm upon a determination that the contractor is qualified to perform any necessary maintenance and properly licensed. EFF shall be responsible for payment of all costs associated with this contract.



F. Access; Inspections. In addition to any access that is reasonably necessary and convenient for the City's use and maintenance of the Elawa Farm Property, the City and its agents have the right to enter the EFF Areas for the purpose of examining and inspecting any part of the EFF Areas upon reasonable advance notice to EFF if the City deems it necessary or desirable to determine compliance with this Agreement; provided, however, that notice to the EFF will not be required in the event of a bona fide emergency.

**Section 7. City's Use and Occupancy of the Elawa Farm Property.**

A. City. The City and its departments reserve and retain rights to use and occupy, and the right to the quiet enjoyment, to the Elawa Farm Property in conformance with the Special Use Permit. The City may use the Elawa Farm Property for City sponsored community meetings, activities, and events up to six (6) times annually on a date and at a time that is mutually agreeable to both parties.

B. Visitor Center. The EFF shall maintain an area identified as the "Visitor Center" at a location determined by EFF and deemed acceptable to the City. The Visitor Center will serve as a first stop for those who may be unfamiliar with the Elawa Farm property overall. As such, the space shall be set up in a manner that is available and welcoming to the members of the public. Said set up shall include limited exhibits and information provided by the EFF about ongoing and upcoming programs and activities as well as contact information for EFF in addition to general information about Elawa Farm overall.

C. Operating and Management Agreements. The City has the right to enter into one or more agreements for operation and/or maintenance of all or any portion of the Elawa Farm Property (to include the EFF Areas), provided that the EFF's right to use and occupy the EFF Areas in accordance with the Special Use Permit and the terms of this lease is not impacted by such agreement.

**Section 8. EFF Fundraising and Annual Reporting.**

A. Naming Rights. The Parties acknowledge that part of the activities of the EFF with respect to its use and occupancy of the EFF Areas will involve fundraising efforts through private and other contributions. The City agrees that the EFF may enter into agreements or other arrangements to confer limited naming rights to donors, but only over the EFF Areas, and only with City Council approval in its sole discretion. The EFF will agree not to rename the EFF Areas or the buildings within the EFF Areas from its current name of "Elawa Farm" nor may any naming rights agreement extend beyond the then-current Term of this Agreement.

B. Donations. The City agrees to transmit to EFF donations that are made on behalf of the EFF. Similarly, if the EFF receives donations made on behalf of the City, its departments or entities, EFF agrees to transmit to the City donations that are made on behalf of the City or its departments or entities.

C. Annual Report. The EFF must submit to the City Manager, on an annual basis: (i) its annual approved operating budget within thirty days of approval; (ii) its annual financial report within thirty days of completion; (iii) a status report on fundraising receipts for the benefit of EFF;

and (iv) a report regarding the EFF's improvements and enhancements to the EFF Areas, including the amounts expended on said work.

**Section 9. Upkeep, Maintenance, and Repair.**

A. EFF Responsibilities. The EFF will have the responsibility, at its sole cost and expense, to regularly inspect and report on the EFF Areas and to maintain, upkeep, and repair the EFF Areas in a safe, sanitary, and sound condition, and as described on **Exhibit E** to this Agreement. The parties agree that the responsibilities set forth in **Exhibit E** may be updated from time-to-time, by reasonable agreement of the parties, without requiring a formal amendment to this Lease Agreement. In the event the City determines that the EFF has failed to satisfactorily perform its duties to upkeep, maintain, repair, or replace the EFF Areas as required by this Agreement, the City will have the option, but not the obligation, (a) to perform such upkeep, maintenance, repair, or replacement itself and to be reimbursed for such upkeep, maintenance, repair, or replacement work by the EFF upon invoice therefor, which reimbursement amount (plus the full amount of any expenses, including attorneys' fees, incurred by the City in recovering such reimbursement amount from the EFF) or (b) to terminate this Agreement, subject to the cure provisions contained in Section 15 of this Agreement.

B. City Responsibilities. As the owner of the Elawa Farm Property, the City agrees to maintain and upkeep the Property consistent with the City's customary practices for City-owned properties, including snow removal from parking lots and walkways, except for those maintenance obligations of EFF that are listed in **Exhibit E**. The City further agrees to provide an annual update to EFF regarding the City's proposed capital projects in the Elawa Farm Property, and to provide reasonable notice to EFF prior to commencing work that would interfere with EFF's use under this Lease.

**Section 10. Damages.** To the extent that EFF causes damage or injury to any portion of the EFF Areas or any portion of the Elawa Farm Property, EFF will be responsible for the cost of repair or replacement resulting from such damage or injury.

**Section 11. Indemnification.**

A. EFF shall indemnify, save harmless, and defend the City and the City Representatives from and against any and all lawsuits, claims, demands, liens, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses ("Claims") that may arise, or be alleged to have arisen, out of or in connection with the EFF's use of the EFF Areas or any portion of the Elawa Farm Property. The EFF shall not cause any liens to be placed on the EFF Areas or any portion of the Elawa Farm Property without the express prior written consent of the City. Should any lien be placed on the EFF Areas or any portion of the Elawa Farm Property as a result of the actions or inactions of the EFF, the City has the right, but not the obligation, to discharge such lien in order to prevent either an imminent foreclosure on the lien or an imminent judicial sale, and the City will have the right to recover from EFF the full amount paid in discharging such lien (plus full amount of any expenses, including attorneys' fees, incurred by the City in recovering the paid lien amount from EFF).

B. The City shall indemnify, save harmless, and defend the EFF, its boards, committees, commissions, officers, agents, and employees, against any and all Claims that may arise, or be alleged to have arisen, out of or in connection with the City's use of the EFF Areas or any portion of the Elawa Farm Property.

C. Nothing contained in any provision of this Agreement is intended to nor will it constitute a waiver of the defenses available to the City under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

#### **Section 12. Insurance.**

A. The EFF must obtain, maintain, and continue in effect throughout the term of this Agreement, at its sole cost and expense during the term of this Agreement, at least the following policies of insurance or equivalent coverages issued by a company with at least an "A" rating from the most recently published Alfred M Best and Company Guide and authorized to do business in the State of Illinois, and subject to the City's approval:

1. General comprehensive liability insurance, insuring the EFF against liability for personal and bodily injury, death, or damage to property arising out of the use of the EFF Areas by the EFF. Such insurance shall provide coverage with policy limits of not less than \$2 million in the event of bodily injury or death to one or more persons and in an amount of not less than \$2 million for property damage.
2. If applicable, automobile liability insurance, on an "any auto" basis, with a combined single limit for personal injury and property damage not less than \$1 million.
3. Workers' compensation insurance, with such limits as are required by law.
4. Employer's liability insurance, with limits not less than \$500,000 per person-injury and \$1 million per occurrence.

The EFF will have the City, its officials, officers, employees, and agents identified by original endorsement as an "additional insured" (or equivalent) in connection with the general liability and auto liability coverages. Any such policy must provide that the policy may not be cancelled or changed without the EFF and the City receiving notice of such impending cancellation or change at least 30 days in advance of the effective date of such cancellation or change. EFF will furnish the City with a certificate of insurance and, original endorsement signed by a person authorized to bind coverage on behalf of the insurance company reflecting the coverage required herein. Nothing in this Agreement precludes the EFF from obtaining other insurance, including insurance for personal articles or other improvements, fixtures, and furnishings of the EFF in the EFF Areas.

B. The City agrees to maintain, at its sole cost and expense during the term of this Agreement, "all risk" property insurance for the Elawa Farm Property in an amount reasonably equivalent to the estimated replacement value of the buildings, structures, and related improvements on the Elawa Farm Property.

C. Upon request of the other party, the City or the EFF will promptly provide the other party with copies of insurance policies or coverage documents that are required under this Section.

**Section 13 Environmental Compliance.**

A. The EFF will, at the EFF's sole cost and expense, comply with all environmental laws pertaining to the EFF's use and occupancy of the EFF Areas or any portion of the Elawa Farm Property, including the following (collectively referred to as the "Environmental Laws"):

1. Any applicable federal, state, or local statute, law, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction, directive, requirement by, of, or agreement with any governmental agency, existing as of this Agreement's execution date and as enacted or amended thereafter, relating to (a) the protection, preservation, or restoration of the environment (including, without limitation, air, water, vapor, surface water, ground water, drinking water supply, surface land, subsurface land, plant and animal life, or any other natural resource), or to human health and safety; or (b) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release, or disposal of, hazardous substances.
2. The Environmental Laws also includes, without limitation, any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass, and strict liability) that may impose liability or obligations for injuries or damages related or incidental to, or threatened as a result of, the presence of or exposure to any hazardous substance and the following statutes and implementing regulations:
  - a. the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.);
  - b. the Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.);
  - c. the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.);
  - d. the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 et seq.);
  - e. the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.); and
  - f. the Occupational Safety and Health Act, as amended (29 U.S.C. § 651 et seq.).

B. Except as is customary for ordinary cleaning and maintenance, the EFF will not cause or permit any hazardous substance to be brought, kept, stored, or used in or about the Property in violation of any of the Environmental Laws. "Hazardous substance" includes, without limitation, any explosive or radioactive material, asbestos containing material, urea formaldehyde

foam insulation, polychlorinated biphenyls, special waste, or petroleum products or any derivative or by-product thereof, methane, toxic waste, pollutant, contaminant, hazardous waste, toxic or hazardous substances, or related materials, as defined in the Environmental Laws.

C. If the EFF causes or permits any hazardous substance to be brought, kept, stored, or used in or about the Property in violation of any of the Environmental Laws and such violation results in the contamination of the Property, the EFF shall indemnify, save harmless, and defend the City and the City Representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the EFF's acts or omissions in connection with such hazardous substance whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the EFF, except to the extent caused by the sole negligence of the City.

D. The EFF represents, covenants, and warrants that the EFF's use and occupancy in, on, or under the EFF Areas and any other part of the Elawa Farm Property will be in compliance with all applicable Environmental Laws.

E. Nothing in this Agreement requires either party to assume any responsibility for any violation of Environmental Law caused by the act or omission of the other party, or any department or agent of such party.

F. Nothing in this Agreement requires the EFF to assume any responsibility for any environmental contamination or condition that existed on the Elawa Farm Property prior to EFF's use and occupancy thereof.

**Section 14. Assignment.** The EFF may not assign or otherwise transfer all or any part of its interest in this Agreement or in the EFF Areas or any portion of the Elawa Farm Property without the prior written consent of the City. Any assignment or transfer without written consent will, at the City's option, be deemed to be void and of no force or effect. Notwithstanding any assignment or transfer, the EFF will remain fully liable on this Agreement and will not be released from performing any of the terms, covenants, or conditions of this Agreement.

**Section 15. Default and Other Disputes.**

A. **EFF Default:**

1. The EFF will be in default of this Agreement if the EFF (i) breaches any covenant or condition of this Agreement (including but not limited to a violation of the Special Use Permit) and fails to cure the default, in the reasonable opinion of the City, within 30 days after notice from the City specifying the default complained of (provided that if such default is not reasonably susceptible of cure within said 30 day period and if the EFF, in the reasonable opinion of the City, is diligently and continuously pursuing such cure to completion, then such cure period shall be extended for such period of time as is reasonably necessary to complete the curative activities), or (ii) abandons the EFF Areas.

2. Remedies available to the City include, without limitation, zoning enforcement, cancellation of or restrictions on future events and activities, the imposition of fines, a stop work order, or termination of this Agreement, subject to the notice and cure provisions of Section 15.A. The City also has the right, but not the obligation to perform EFF's maintenance obligations and to invoice EFF for costs incurred by the City, including attorneys' fees and other expenses.

B. City Default. The City will be in default of this Agreement if the City breaches any of its covenants contained in this Agreement and does not cure such default within 30 days after notice from the EFF specifying the default complained of (provided that if such default is not reasonably susceptible of cure within said 30 day period and if the City is diligently and continuously pursuing such cure to completion then such cure period shall be extended for such period of time as is reasonably necessary to complete the curative activities).

C. Other Disputes. In addition to matters that may constitute a breach or default under this Agreement, the parties agree to attempt to resolve all other disputes arising under this Agreement amicably between themselves.

**Section 16. Force Majeure.** Except as otherwise expressly set forth herein, in the event that either party to this Agreement is delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive laws or regulations of governmental agencies, riots, insurrection, war, or other reasons of a like nature not the fault of the party delayed in doing acts required under the terms, covenants, and conditions of this Agreement (all of such reasons or causes referred to in this Agreement as "Force Majeure"), then performance of such acts shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

#### **Section 17. Termination; Surrender of Property.**

A. Terminating Events. This Agreement will terminate upon the occurrence of any one or more of the following events:

1. The EFF and the City mutually agree to terminate this Agreement.
2. Following a default of either of the parties pursuant to this Agreement (including but not limited to a violation of the Special Use Permit) without completion of an effective cure if the default is subject to cure.
3. The expiration of the initial Term (or any additional Term as authorized pursuant to Section 4 of this Agreement).
4. The following changes to the organizational structure of the EFF: (a) dissolution of the EFF, whether voluntary or involuntary; (b) merger of the EFF into, or acquisition of the EFF by, another organization; (c) the disposition of all or a substantial portion of the assets and properties of the EFF; or (d) such a substantial change in the purposes or functions of the EFF that it no longer operates or is no



longer able to operate as a Farm and community venue serving the residents of the City, unless (i) the organization succeeding to or acquiring the EFF or acquiring its assets and properties shall be capable of carrying on the activities of the EFF and shall agree to assume the EFF'S obligations and responsibilities under this Agreement and (ii) the City shall consent to the substitution of such organization as a party to this Agreement in lieu of the EFF.

5. In the event that any existing principal building on the EFF Areas ("Elawa Farm Buildings") suffers material damage and, within a period of 365 days from the date that the existence of such material damage has been determined, the City and the EFF fail to come to an agreement upon an acceptable program for the rebuilding, repair, or restoration of the Elawa Farm Buildings.

6. In the event that any portion of the EFF Areas ceases to be fit for the intended purposes of this Agreement or otherwise not fit for occupancy in accordance with the codes and regulations of the City.

7. In the event that all or substantially all of the EFF Areas is taken by any governmental agency or utility that has the power of eminent domain, then the EFF will have the right to terminate this Agreement within 60 days thereafter.

B. City's Use of the Property Upon Termination. Upon termination of this Agreement, the EFF must cease use of the Property and deliver possession of the EFF Areas to the City, and all improvements or additions to the EFF Areas, if any, made to the EFF Areas by the EFF will become the property of the City without compensation therefor. The City may then make use of the Property as the City deems appropriate.

#### **Section 18. Taxes.**

A. Exemption. The parties mutually acknowledge (i) their belief that the Elawa Farm Property is entitled to a real estate tax exemption, and (ii) their mutual obligation to seek, obtain, and maintain the Property's tax exempt status. However, to the extent that real estate taxes are imposed upon the EFF Areas or any portion of the Elawa Farm Property as a result of the use or occupancy of the EFF Areas by the EFF or any of its Third Party Users, the EFF will pay, promptly and before they become delinquent, all general and special real estate taxes assessed during the Term of this Agreement. In the event that the EFF does not timely pay any real estate taxes when due, the City shall have the right, but not the obligation, to pay such taxes, and recover from the EFF the full amount and any interest or penalties assessed upon any past-due taxes (plus the full amount of any expenses, including attorneys' fees, incurred by the City in recovering any taxes, interest, or penalties paid from EFF).

B. Other Taxes. In addition to real estate taxes, EFF will pay any and all other taxes arising from its use and operation of the EFF Areas.

**Section 19. General.**

A. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be (a) personally delivered, (b) delivered by a reputable overnight courier, (c) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (d) emailed. Unless otherwise expressly provided in this Agreement, notices shall be deemed received at the earlier (1) of actual receipt, or (2) one business day after deposit with an overnight courier as evidenced by a receipt of deposit or (3) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Notices must be directed to the parties at their respective addresses set forth below or at such other address as either party may, from time-to-time, specify by written notice to the other in the manner described above:

City:

The City of Lake Forest  
220 E. Deerpath  
Lake Forest, IL 60045  
Attention: City Manager

EFF:

Elawa Farm Foundation  
1401 Middlefork Drive  
Lake Forest, IL 60045  
Attention: Executive Director

B. Binding Effect. The benefits of this Agreement will inure to and the obligations hereof will be binding upon the heirs, personal representatives, successors, and assigns of the respective parties hereto.

C. Time of the Essence. Time is of the essence in the performance of all terms, covenants, and conditions of this Agreement.

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

E. Non-Waiver. The failure of the City or the EFF to enforce against the other any term, covenant, or condition of this Agreement will not be deemed a waiver thereof, nor void or affect the right of the aggrieved party to enforce the same term, covenant, or condition on the occasion of any subsequent breach or default; nor will the failure of either party to exercise any option in this Agreement upon any occasion arising therefor be deemed or construed to be a waiver of the right to exercise that same kind of option upon any subsequent occasion.

F. No Joint Venture. Nothing contained in this Agreement will be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the parties hereto, it being agreed that no provision herein contained nor any acts of the parties herein will be deemed to create any relationship between the parties hereto other than the relationship of contracting parties as herein set forth.

G. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation will be made, or be valid against the Parties.

H. Consents. Whenever the consent or approval of either party is required herein, that consent or approval must be in writing and will not be unreasonably withheld or delayed, and, in

all matters contained herein, both parties will have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

I. Warranties Regarding Execution. In order to induce the EFF to enter into this Agreement, the City hereby warrants and represents to the EFF that it has the authority and legal right to make, deliver, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement and that the party executing this Agreement on behalf of the City has full authority to bind the City to the obligations set forth herein. In order to induce the City to enter into this Agreement, the EFF hereby warrants and represents to the City that the EFF has the authority and legal right to make, deliver, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement and the party executing this Agreement on behalf of the EFF has full authority to bind the EFF to the obligations set forth herein.

J. Governing Law. This Agreement will be governed by, construed, and enforced in accordance with the internal laws, but not the conflict of laws rules, of the State of Illinois.

K. Severability. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. In addition, to the extent any invalidity is the result of a procedural deficiency that can be readily cured, the parties agree to take such curative actions as may be necessary or appropriate.

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

M. Exhibits. Exhibit A through E attached hereto are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

N. Amendments. This Agreement may not be modified or amended except by written instrument executed by each of the parties.

O. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:

ELAWA FARM FOUNDATION

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Its: Executive Director

ATTEST:

THE CITY OF LAKE FOREST

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Its: Mayor

## EXHIBIT A

### Depiction of the Property

LOT 76 IN MIDDLEFORK FARM, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 30 AND THE NORTH HALF OF SECTION 31, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 1, 1998 AS DOCUMENT 4214648, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 76, THENCE SOUTH 24°15'44" WEST 108.17 FEET ALONG THE EASTERLY LINE OF SAID LOT TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 566.00 FEET; THENCE SOUTHERLY 359.48 FEET ALONG SAID CURVE, CHORD BEARING SOUTH 6°04'02" WEST, CHORD DISTANCE 353.47 FEET; THENCE SOUTH 12°07'42" EAST 20.08 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 176.00 FEET; THENCE SOUTHERLY 46.79 FEET ALONG SAID CURVE, CHORD BEARING SOUTH 19°44'40" EAST, CHORD DISTANCE 46.65 FEET; THENCE SOUTH 42°35'02" WEST 70.00 FEET; THENCE NORTH 90°00'00" WEST 200.00 FEET; THENCE NORTH 27°00'00" WEST 90.00 FEET; THENCE NORTH 90°00'00" WEST 230.00 FEET; THENCE NORTH 70°00'00" WEST 50.00 FEET; THENCE SOUTH 80°00'00" WEST 95.00 FEET; THENCE NORTH 30°00'00" WEST 70.00 FEET; THENCE NORTH 20°00'00" EAST 50.00 FEET; THENCE SOUTH 89°00'00" EAST 50.00 FEET; THENCE NORTH 77°00'00" EAST 80.00 FEET; THENCE NORTH 00°00'00" EAST 100.00 FEET TO THE NORTHWESTERLY LINE OF SAID LOT; THENCE NORTH 51°54'35" EAST 420.00 FEET ALONG SAID NORTHWESTERLY LINE; THENCE 89°53'05" EAST 280.00 FEET ALONG THE NORTH LINE OF SAID LOT TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

## **EXHIBIT B**

### **Rent**



## Exhibit B - Rent

**Monthly Rental Rate through 5/31/24:**

\$3,977.17

### **FY24 Rental Calculation Basis**

Maintenance Materials	3,800
Parking Lot Maintenance/Hand Shoveling	9,000
Contractual Services*	15,000
Elawa Capital Replacement/Maintenance	52,000
Elawa Tuckpointing/Exterior Maintenance	10,000
	<hr/>
	89,800
	<hr/>
FY24 Monthly Rental Base	\$7,483.33

**Monthly Rental Rate effective 6/1/24 through 4/30/25:**

FY24 Monthly Rental Base adjusted by 12/31/23 CPI/PTELL
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\* Contractual Services include maintenance of:  
Life Safety Equipment, Masonry Repairs, Fire Alarms  
Fire Extinguishers, Backflows, Fire Sprinklers, Generator,  
Plumbing and Electrical minor repairs

EFF shall be responsible for payment of City of Lake Forest utility bill and all other utilities (sewer, natural gas, electric), HVAC maintenance and repairs, as well as janitorial services and supplies.

## **EXHIBIT C**

### **Depiction of the Elawa Farm Property**

## **EXHIBIT D**

### **Special Use Permit**

## **EXHIBIT E**

### **Maintenance Responsibilities of the EFF**

In the EFF Areas, EFF is responsible for the following:

1. Complete the Weekly Building Maintenance Checklist provided by the City's Building Maintenance Supervisor and submit weekly to the Building Maintenance Supervisor.
2. Daily janitorial services
3. Replacement of light bulbs
4. Maintenance, repairs and replacement of floor coverings, painting, window treatments, furniture and any non-structural ornamentation.
5. Any upgrades to the HVAC, electrical, plumbing, or other infrastructure necessitated by any improvements made by EFF to the EFF Areas.