

**VILLAGE OF LAKE BLUFF
BOARD OF TRUSTEES
REGULAR MEETING
NOVEMBER 22, 2021**

APPROVED MINUTES

1. CALL TO ORDER AND ROLL CALL

Village President Charlot called the meeting to order at 7:17 p.m. and Village Clerk Katharine Hatch called the roll.

The following were present:

Village President: Regis Charlot

Trustees: Barbara Ankenman
Kate Briand
Taryn Fisher
Joy Markee
Stephen Rappin
Susan Rider

Also Present: Katharine Hatch, Village Clerk
Peter Friedman, Village Attorney (VA)
Drew Irvin, Village Administrator
Bettina O’Connell, Finance Director
Jeff Hansen, Village Engineer
Glen Cole, Assistant to the Village Administrator (AVA)

2. PLEDGE OF ALLEGIANCE

President Charlot led the Pledge of Allegiance.

3. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 8, 2021 VILLAGE BOARD MEETING

Following a comment from Village Administrator Drew Irvin, Trustee Fisher moved to approve the November 8, 2021 Board of Trustees Regular Meeting Minutes as amended. Trustee Markee seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Briand, Fisher, Markee, Rappin, Rider, Ankenman
Nays: (0)
Absent: (0)

4. ITEM #4 – NON-AGENDA ITEMS AND VISITORS

President Charlot stated the Village President and Board of Trustees allocate fifteen minutes for those individuals who would like the opportunity to address the Village Board on any matter not listed on the agenda.

Each person addressing the Village Board of Trustees is asked to limit their comments to a maximum of five (5) minutes.

There were no requests to address the Board.

5. ITEM #5 – VILLAGE BOARD SETS THE ORDER OF THE MEETING

President Charlot stated he would, if there were no objections, take agenda item #11 then return to the regular order of the meeting. There were no objections from the Board.

6. ITEM #11 – A RESOLUTION APPROVING A SETTLEMENT AGREEMENT WITH SB2011 (Stonebridge Development Located at 136 Green Bay Road)

President Charlot reported in April 2011 The Roanoke Group (through its legal entity, “SB 2011 LLC”) purchased the Stonebridge Property and became the successor developer under the Development Agreement and the PRD Ordinance that were originally granted to the previous owner and developer in 2006. In conjunction with the transfer of the Property to SB 2011 on April 25, 2011, the Village adopted Ordinance 2011-07, which amended the PRD Ordinance. In 2020 various disputes arose between the developer and the Village resulting in two lawsuits being filed.

- On March 3, 2020, SB 2011 filed a lawsuit in the Circuit Court of Lake County that seeks to terminate the Development Agreement and PRD Ordinance, release the existing letter of credit posted with the Village, and require certain demolition permits be issued.
- On March 11, 2020, the Village filed a Complaint in the Circuit Court of Lake County seeking injunctive relief and fines related to SB 2011’s maintenance, removal and replacement of certain fences on the Property.

President Charlot reported both cases were consolidated before Judge Hoffman in Lake County Circuit Court. Both complaints survived motions to dismiss and extensive written and oral discovery was proceeding. Following settlement conferences with Judge Hoffman, both the Village and SB 2011 undertook extensive settlement discussions that have resulted in a proposed Settlement Agreement. The Settlement Agreement would, among other things: (i) avoid further cost, delay and uncertainty with regard to the property caused by the lawsuits; (ii) settle and compromise the claims set forth in the lawsuits; (iii) waive similar, related or additional claims and defenses, and (iv) provide for clarity with the regard to the rights and obligations of the Parties regarding the maintenance and future development of the property. President Charlot further reported the terms of the Settlement Agreement and related issues are described in detail in the attached Agreement, Q & A Document and the November 9, 2021 public memorandum from Village Attorney Peter Friedman. Procedurally, the Settlement Agreement is subject to the approval of the Village Board by Resolution duly adopted.

Following a comment from President Charlot, VA Peter Friedman began the presentation regarding the fundamentals of the settlement agreement. He stated the Settlement Agreement is one document which requires the Board approval of the resolution which will result in the Village dismissing its complaint against SB 2011 and SB 2011, dismissing its complaint against the Village, both with prejudice both with parties to bear their own costs and with mutual releases, so that those claims and related claims identified in most cases will be dismissed with prejudice forever. He said the current property is governed by the existing PRD which was amended in 2011. The Settlement Agreement will allow for the PRD to be revoked after the required procedure, resulting in the property to revert to its underlying E1 zoning. The Settlement Agreement contains no other substantive commitments or agreements between the parties as to what will be approved if there is another development approval sought from the Village, so future developers will start from square one with

regard to any new proposal. He added the Settlement Agreement requires that the existing plat of subdivision, which as shown in the overlay the plat has numerous individual lots for the previously approved 85 units that will be eliminated, and there will be a five lot subdivision remaining. VA Friedman said the parties had intended this to be a one lot subdivision but the Plat Act does not allow you to create lots on all sides or both sides of a dedicated right away; therefore, the property was divided into its minimum number of lots. The two historic structures on the property are the Manor House and the Gate House and SB 2011 has already gone through the advisory review process, and filed a complete application for the demolition of both structures. He said the only thing that was preventing the demolition was litigation and the Villages position under its Development Agreement, so legally those buildings will be allowed to be demolished. However, the Settlement Agreement provision for the Manor House allows a 90 day period before the structure could be demolished. This period will allow the Village an opportunity to identify and remove certain architectural artifacts worth saving and preserving. Also, the owner is required to notify the Village if they receive any proposals for the property that would maintain the Manor House; however, the owner is not required to accept those offers, but they do have to notify the Village if one is received. The Gate House has a five-month period when it will be marketed by a national real estate group which the Village will have a role in selecting as well as be entitled to information about the marketing materials and any offers received. VA Friedman said the ultimate decision about whether to accept any offers is with the property owners.

Village Administrator Drew Irvin advised the Board that Staff have started assessing the property with a Contractor and started cataloging possible architectural preservation items which will be presented to the Board for consideration. He commented on certain materials that are not itemized in the Agreement that the Village may be able to obtain if the developer/owners allows such as fireplaces, stained glass windows, door hardware.

VA Friedman continued by stating the protection of the front 10 acres pursuant to the PRD Development Agreement. He stated that in 2006 the property owner was required and did record a Conservation Easement against the front 10 acres. As part of the Settlement Agreement the Village has agreed not to object if and when the property owner decides to seek to extinguish that Conservation Easement. However, there is a requirement that a Restrictive Covenant be recorded against the property soon after the Settlement Agreement is executed. The Restrictive Covenant restricts any development or buildings on the front 10 acres and kicks in simultaneously with the extinguishment of the Conservation Easement. VA Friedman said the Village purposes in regards to the front 10 acres, there should be no real difference at all between the maintenance of the front 10 acres between the time it is been under the Conservation Easement and the time it will be under the Restrictive Covenant. He said the provisions in the Settlement Agreement regarding future development stated it will either be an E1, as of right development with no variation, or a PRD. He said an E1 development would allow the Restrictive Covenant to remain on the property, but if a PRD is developed at the time the Village approves the PRD Ordinance, the Restrictive Covenant in the Settlement Agreement will go away. However, the Village will have the right to seek the same or similar protection as a condition to any approval of a future PRD. VA Friedman commented on additional provisions and stated the old Letter of Credit (LOC) is not necessary because it was securing only certain items but the development failed; however, there will be a replacement LOC of \$135,000 specifically to protect the maintenance of the front 10 acres among other things.

He said the Manor House demolition will incur a standard demolition fee, the fence along the West Witchwood property line will be replaced similar to the fence that was there before subject to the Village and Village Administrator's approval. Also, any construction fencing will be around the perimeter of the actual construction not around the entire property. The owner is indicated a desire, and the Village has agreed, to allow the entry bridge to be completed subjected to the Village review and approval. VA Friedman thanked the Board, Trustees Briand and Rider, and Staff for their efforts during the process. The Development Agreement and PRD desired by the Village placed significant restrictions on the development of the property,

and to unwind those restrictions to allow an opportunity for the property to be developed was a complicated matter and he applauded everyone for their guidance and dedication.

President Charlot opened the floor to public comments.

Stephanie Bjork (resident) said she believes she is the only third party enforcer of a Conservation Easement in the United States and shared information regarding her Illinois Supreme Court litigation. Ms. Bjork said the Federal Conservation Easement which is a critical document was not provided for consideration then she elaborated on her 11-year litigation and circumstances which allows her to prevail in court. The extensive research documents she provided include perpetuity standards put in place by the Federal Government and the Internal Revenue Service for the purpose of protecting the public interest. Ms. Bjork said she was disturbed to see in the Agreement, the essential gutting of the potential third party enforcement provision; specifically, the provision for those within 500 feet to enforce the Conservation Easement. She said this is a substantial tax benefit to the people involved and it is paid for by the taxpayer. If there is not any interest by the grantor and the grantee to enforce these things, absent a responsible third party, they do not get enforced. She commented on actions regarding for cases involving an agreement between a grantor and grantee, legal fees and said from her perspective the Village could enforce the Conservation Easement and get the property back without incurring legal fees, so she does not understand the need because it does not serve the public. She said she would hope that her case would invalidate the Agreement presented this evening because it is her understanding the action taken is not current law. Ms. Bjork said this is a perpetuity discussion and her concern about not adhering to her hard-fought litigation. She hopes the Board will understand this is not just about this one property as there are many other potential Village properties that have federal documents filed with restrictions. Also, she thinks it is important that the subrogation through any financing which has to be bylaw to be enforced and effective those financial documents have to be subrogated and signed off on the taxing body to get the benefit, and all the parties involved much agree to adhere to the document.

President Charlot opened the floor for comments from the Board.

In response to a comment from Trustee Briand, VA Friedman said the Conservation Easements recorded against the property right now the Village is not the grantor or the grantee under that document. The Village only becomes the grantor after the development is developed and the property is transferred to the Village which never happened. All that the Village has done in the Agreement is stated that it will not object and there is nothing in the Agreement to the extinguishment. That does not excuse the grantor and/or the grantee from full compliance with the law and particularly with regard to the extinguishment of the Conservation Easement. He said under the document itself, it can not be extinguished except in pursuant to judicial proceeding and there are other property owners within 500 feet of the property. In all of the negotiations with regard to the Settlement Agreement made no statements or certainly no promises or agreement or anything to excuse the grantor or grantee from whatever is required to comply with the Conservation Easements as long as it continues to exist, and with regard to whatever is required, if they desire to extinguish it. He said the Village agrees pursuant to the Settlement Agreement that it will not object and the perpetuity standard continue to be the law, and so that the grantor and the grantee are going to have to deal with that in court.

In response to a comment from Trustee Rappin, VA Friedman clarified that an affirmative vote this evening would not take away Lake Bluff residents rights to protect the front 10 acres to the extent that they have rights under the Statute and Conservation Easement. The Village as an entity is agreeing it will not object to the extinguishment type.

Trustee Rider said she heard it referenced that the Village is agreeing to exchange a Conservation Easement for a Restrictive Covenant. Her understanding is we will not actively oppose the Conservation Easement being extinguished, provided it can properly be extinguished, pursuant to the terms of the document itself and law.

However, we said if and when they get that extinguished, a Restrictive Covenant will take its place, right upon the extinguishing of the Conservation Easement. Understanding the Conservation Easement properly drafted and deeded to us, which had not happened yet, would have been a much stronger protection but we fully understand that it was probably impossible to get it developed with that Conservation Easement. She said this is not an exchange of a very strong Conservation Easement for a weak Restrictive Covenants, so much as a backstop, should they succeed in getting the Conservation Easement removed, the Village would have the backstop of the Restrictive Covenant to protect the front 10 acres.

Trustee Briand said if the property owner is unsuccessful it is her understanding that has no impact on the rest of the Settlement Agreement. She said she does appreciate the previous comments and thinks the Village needs to be aware as a municipality of any consequences. She does not want there to be an impression that the Village is giving away something without serious contemplation and elaborated her experience during the negotiations. Trustee Briand reiterated that the Village was in a position where this would have been continuous litigation; however, she does not want to underestimate the seriousness as there could be unforeseen consequences. She thinks it is important to know that whatever happens in court regarding efforts to extinguish the Conservation Easement has no bearing on the rest of the Settlement Agreement. A discussion followed.

Ms. Bjork said this is not just about extinguishment of the Conservation Easement as there are consequences because the money gets paid back to somebody and she asked the following questions: who is the holder of the easement, where is the original document, who are the parties involved, how much money was granted, who has right to enforce, have the property owners within 500 feet notified, and is the court aware of our case. She said she had fought long and hard on the benefit of the public at great personal expense. Ms. Bjork said she assumed someone else would be responsible for enforcement she never expected the job would be placed on the public who can not recover legal fees.

In response to questions from Ms. Bjork, VA Friedman said the Village does not hold the Conservation Easement and he will provide the documents recorded against the property. He said the current holder of the Easement the grantor is Stonebridge Lake Bluff, LLC and the grantee is Stonebridge Conservation NFP in Illinois not for profit corporation. Ms. Bjork elaborated on her concerns regarding the Conservation Easement and IRS guidelines. She said her hope is that everybody will do their job properly, and this would not become a public spectacle or something that receives negative publicity for any party. Ms. Bjork said she thinks there will be consequences and the Village has the potential to take more positive action for the taxpayers. The proposed Settlement Agreement makes specific reference to removing of third party right and she thinks this document be future reviewed before taken an action because she does not think it is accurate.

In response to a comment from Trustee Rider, VA Friedman confirmed that the Settlement Agreement states that the Village will not be a party or oppose their effort to extinguish the Conservation Easement, and have made no representations about anyone else right to object if they have such a right. The provision in the Settlement Agreement in regards to a third party beneficiary is that the parties (Village and SB 2011) states that no claim as a third party beneficiary under this agreement by any person or entity will be made or be valid against the parties. VA Friedman said the Village is not a party to the Conservation Easement and he does not think anybody would interpret that as allowing the Village or SB 2011 from extinguishing whoever has rights to enforce the Conservation Easement. The Village does not have that authority in this document because those parties are not party to this agreement.

Trustee Rider expressed her understanding that actions taken this evening would not take anyone rights under the Conservation Easement but saying the Village will not actively going into court to oppose their efforts to remove the Conservation Easement. VA Friedman said there are currently no court case which involves the extinguishment of the Conservation Easement.

In response to questions from Trustee Ankenman, VA Friedman said the Conservation Easement was a required document attached to the Development Agreement that we required be recorded against the front 10 acres when the Village granted the original PRD to protect the 10 acres. The Village can not hold the property owners responsible for any IRS violations. He said Staff has accomplished the Village purpose by working with the developer to ensure the front 10 acres was preserved for the past 15 years. VA Friedman said he is not disputing the law that if the Village chose to enforce the Conservation Easement and was successful there may very well be a right to reimbursement of legal fees but that is the Board discretion.

Following a discussion, VA Friedman said legally the Village may step in as a third party enforcer but agrees in the Settle Agreement not to object. A discussion followed.

Trustee Briand said for the record that this was not dealt with in any flippant manner, she is not discounting anything, and the Village must be incredibly mindful of other properties with Conservation Easement.

Village Administrator Irvin shared historical information regarding the Conservation Easement establishment.

In response to a question from Trustee Markee, VA Friedman said he does not believe the Settlement Agreement would set a precedent. He assumes without prejudging any future decisions that the Village has enforcement rights in regards to the Crabtree Conservation Easement and can exercise those rights if needed. He said there really is not any precedent with regard to Village legislative decisions because each decision is separate and particularly in this case, he do not think it is precedential against the Village. He thinks the concerns is if the court allows it to be extinguished, then perhaps the decision would give somebody else a better argument regarding extinguishing their Conservation Easement.

Trustee Briand said she thinks that if a third party that has the enforcement capacity does not do so, regardless of the reason, that could create a domino theory. She said the matter was discussed at length and there were risks involved either way and commented on how she arrives at her decision.

President Charlot said great effort and pain for us to come to these conclusions and decision, and to come to that agreement it is we have spent a significant amount of time and money to come to this point.

Trustee Rappin said he thinks the Village recognizes the point regarding why leave the residents to handle this on their own. He thinks the calculation made allows the Village to deal with the developer and noted rights were given up but a Restrictive Covenant is in place as we are not a party to the Conservation Easement. The balance negotiation allows the Village to protect itself with a Restrictive Covenant and he thinks the choice of not having a Settlement Agreement to protect the Village right to be a party to enforcing the Conservation Easement later to him does not add up.

Trustee Markee said after an enormous amount of time spent on this matter, she is impressed that a settlement has been reached. She is hopeful that moving forward the property can be developed and possible a future gem in the community.

As there were no further questions from the Board, Trustee Ankenman moved to adopt the resolution. Trustee Markee seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Fisher, Markee, Rappin, Rider, Ankenman, Briand
Nays: (0)
Absent: (0)

7. ITEM #6A – WARRANT REPORT FOR NOVEMBER 9 – 22, 2021

President Charlot reported expenditure of Village funds for payment of invoices in the amount of \$268,211.85 for November 9 – November 22 for a total amount of \$268,211.85. He said the Invoice Register Report shows checks with a status of “open” or “paid”. All checks with the status of “open” are computer generated checks for the Board’s final approval. Checks with the status of “paid” are manual checks processed.

Following a comment from Village Administrator Irvin, Trustee Markee moved to approve the Warrant Report. Trustee Ankenman seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Markee, Rappin, Rider, Ankenman, Briand, Fisher
Nays: (0)
Absent: (0)

8. ITEM #6B – OCTOBER 2021 FINANCE REPORT

At President Charlot’s request, Finance Director Bettina O’Connell provided a brief summary of the October 2021 Financial Report highlighting major revenue sources and expenditures for the period.

- The monthly sales tax revenue on a cash basis for October FY22 is \$336,012, which is \$14,397 or 4.5% greater than FY21 cash basis receipts of \$321,615. FY22 year to date sales tax revenue is \$456,044 greater than the May-October FY21 cash basis receipts.
- Building Permit revenue for FY22 to date is \$225,245, \$72,865 greater than the same reporting period last fiscal year.
- General Fund FY22 total revenues of \$7,936,098 are \$1,514,960 or 23.6% greater than October FY21 year to date revenues.
- FY22 current expenditures are consistent with or less than budgeted for the total General Fund; the FY year to date expenditures of \$5,586,636 are \$1,033,726 greater than the expenditures for the same period in FY21.

In response to a question from Trustee Briand, Finance Director O’Connell said the sales tax revenue by sector chart is updated with calendar year data from the Illinois Department of Revenue website and the next quarter data has not been posted. Finance Director O’Connell reviewed the line graph chart in regards to swings in sales tax revenue. A discussion followed.

As there were no further questions from the Board, Trustee Fisher moved to accept the Finance Report. Trustee Markee seconded the motion. The motion passed on a unanimous voice vote.

9. ITEM #7 – VILLAGE ADMINISTRATOR’S REPORT

Village Administrator Irvin provided an updated regarding removal of redundant infrastructure poles and noted the plan is to remove the existing poles along East Washington Avenue, Simpson Avenue, Scranton Avenue, Maple Avenue, Prospect Avenue and Ravine Forest. He continued by providing an update regarding the ongoing East Scranton Avenue Streetscape project and noted the plan is to mill and overlay sections of Scranton Avenue between Oak Avenue and Walnut Avenue and substantially complete the project by the end of the week.

In response to a comment from Trustee Briand, Village Engineer Jeff Hansen stated the contractor owns the asphalt plants so there are no worries regarding plant closures. He said the asphalt will be poured when the

weather warmed to the forecasted 52-degree temperatures pursuant to the Illinois Department of Transportation requirement and will be warranted.

10. ITEM #8 – VILLAGE ATTORNEY’S REPORT

Village Attorney Peter Friedman had no report.

11. ITEM #9 – VILLAGE PRESIDENT’S REPORT

President Charlot reported on the upcoming It’s a Wonderful Life in Lake Bluff and Pop-Up Market scheduled for December 4 there will be a Pop-Up Market events (2 p.m. to 5 p.m.) and shared information regarding up the participating vendors and entertainers. He said additional information can be found on the Lake Fore/Lake Bluff Chamber of Commerce website.

12. ITEM #10 – ACCEPTANCE OF THE CORRESPONDENCE

President Charlot introduced the correspondence from the Informational Reports on November 5 and 12, 2021.

Trustee Ankenman made a motion to accept the correspondence as submitted. Trustee Briand seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Ankenman, Briand, Fisher, Markee, Rappin, Rider
Nays: (0)
Absent: (0)

13. ITEM #12 – A PUBLIC HEARING REGARDING YEAR 2021 PROPERTY TAX LEVY

President Charlot said the Village of Lake Bluff, in keeping with past practice, will conduct a public hearing on the proposed YR 2021 property tax levy. As part of the hearing, Finance Director O’Connell will present information on the Finance Committee’s tax levy recommendation. The hearing notice was published in the Lake County News-Sun on November 9, 2021 and on the Village’s website on November 17, 2021. Please refer to the subsequent two agenda items for the proposed tax levy information and ordinances.

President Charlot declared the public hearing open.

Finance Director O’Connell said the presentation is for the property tax bill that will be sent to property owners in May of 2022. Finance Director O’Connell’s PowerPoint presentation began with the property tax history and main variables of the tax levy (Assessment and Rates). She said topics that will be addressed this evening include: sources of revenue, assessment cycle, how tax dollars are used, historical and data information and impact on a media family home.

Finance Director O’Connell showed a chart reflecting sources of revenue and noted the important process in the tax levy is the taxing assessment cycle. The timing of the determination of the tax levy amount creates a challenge because it occurs prior to the preparation of the fiscal year annual budget and the period during which funds will be used. The property tax rates determined by the Lake County Clerk and appears on the property owners tax bill and the tax rate is applied to a property’s assessed valuation which determines the amount of money the tax payer pays to the Village and other taxing districts. The Village is only one of many taxing bodies which appear on the annual property tax bill. Finance Director O’Connell stated the Village as a home rule community is not subject to the Property Tax Extension Limitation Act (PTELL); however, a Resolution passed in 2005 committing the Village to abide by the PTELL limit. She said that this means that

any increase greater than 5%, or CPI whichever is less would require a public hearing for approval. An estimate of taxes to be levied in the form of a levy ordinance must be prepared not less than 20 days prior to the adoption of the levy.

Finance Director O'Connell explained the taxing districts, budget and tax levy cycle, assessment valuation, tax bill process and the Lake County Chief Assessor process. Finance Director O'Connell showed a chart reflecting how tax dollars are used and said the Village represented 9%, and the remaining tax bodies represented as high as 40% and as low as 0% of the property tax bill.

Finance Director O'Connell continued the presentation showing a chart reflecting the assessed value by property classification for the past 10 years, along with the tax extension over the same period which also included the library extension. The graphic reveals that the total EAV peaked prior to 2011 and declined by 25%. She noted the 2021 estimated EAV has also declined since 2020. She said there are factors that affect the Villages' EAV such as market value, income generating capacity, and new construction or annexation. She noted there has been no annexation of property since 1998 when the Sanctuary Subdivision became part of the Village.

Finance Director O'Connell stated the 2021 aggregate total levy calculated under the PTELL is \$4,556,707 which is slightly different than what was originally calculated because there was a slight decrease in EAV from the estimates provided by the County. She said compared to prior year the extension was \$4,476,317 based on the consumer price index factor of 1.4% and estimated new construction of \$2.2 million. The total EAV estimate to decrease by 1.62% and the levy increased 1.796% from 2020. She said the anticipated Lake Bluff Library Board has requested a property tax levy of \$1,032,728 for 2021 year. The previous year request was \$1,114,510. Finance Director O'Connell showed a breakdown of the 2021 tax levy estimate and noted the property tax rates are determined by Lake County. She showed a chart of the 2021 tax levy breakdown by functions and noted the chart shows the levy by purpose; however, it is important to note that they levy does not fully fund these functions. She stated the Village relies on multiple sources of revenue such as sales and other taxes; building permits and other user fees; and licenses and fines to cover the costs to provide these services.

Finance Director O'Connell reviewed the 2021 Village share of the tax bill on a home with a market value of \$642,700 assuming the estimated change in EAV from 2020 to 2021, and realizing a hold on the Village portion of the extension, would be about \$50.35. She showed a chart of surrounding community's comparison market value (EAV, total rate and property tax).

Trustee Briand referenced the Property Tax Levy estimated calculation that was reviewed at the October 25th, 2021 Finance Committee meeting. She referenced an estimated change of \$77,000 less in tax revenues related to the decrease in EAV, asking Finance Director O'Connell if the shortfall could be bridged without a property tax increase.

Director O'Connell explained that the preliminary levy estimates presented at the Finance Committee meeting included the dollar value changes related to three different scenarios, a levy freeze, a levy estimated with out a CPI increase, and a levy calculated with CPI. She clarified that the levy scenario with CPI included a \$15,665 decrease to General Fund portion of the levy and a \$77,835 increase to the Police Pension Fund portion of the levy.

Trustee Briand asked if it was possible to make up the difference in a way that the Village is in the same financial place, using money we already have as opposed to reaching into the pockets of residents? Finance Director O'Connell concurred that General Fund balance dollars could be utilized to resolve property tax levy shortcomings. However, she noted, this has an accumulative affect and each year that the levy is frozen or CPI

is not taken reduces future years, as you can only apply the multiplier to the prior year's extension. Therefore, if the full amount or part of the full amount is not taken, the Village will lose the ability to calculate the Levy at the higher cumulative percentage.

Trustee Briand expressed her preference to set aside any plans to spend anything that is not categorically necessary, especially if CPI was not utilized in future years.

As there were no comments from the Board or Public, President Charlot closed the public hearing.

14. ITEM #13 – AN ORDINANCE LEVYING PROPERTY TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2021 AND ENDING APRIL 30, 2022 FOR THE VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS

President Charlot said pursuant to State law, on or before the last Tuesday in December, the Village must file with the County Clerk an Ordinance requesting a property tax to be levied on all taxable property within the Village. After review of levy estimates and financial projections as presented by staff, the Finance Committee, at their October 25th meeting unanimously recommended approval of an aggregate property tax levy of \$ 4,556,637. Subsequent to the Finance Committee meeting the County Assessor provided updated EAV estimates that were used to make an adjustment to the aggregate tax levy of \$ 4,556,707, the Village share of the property tax levy is \$3,523,979. He further stated it is anticipated that the Lake Bluff Public Library Board will requested a property tax levy of \$1,032,728 for the year 2021. The total levy amount of \$4,556,707 is in compliance with the Property Tax Limitation Act and the Truth In Taxation Act was not required for this levy.

As there were no comments from the Board or Public, Trustee Ankenman moved to approve first reading of the ordinance. Trustee Rappin seconded the motion. The motion passed on a voice vote.

15. ITEM #14 – AN ORDINANCE ABATING 2021 PROPERTY TAXES LEVIED FOR GENERAL OBLIGATION DEBT SERIES 2019 AND 2019A BONDS FOR THE VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS

President Charlot said the Village currently has Refunding Bonds Series 2019 and 2019A General Obligation ("G.O.") bonds outstanding. Pursuant to Ordinances 2019-18 and 2019-26, the County Clerk is required to extend a property tax levy in an amount sufficient to pay the interest and principal on the bonds. He further stated fortunately, the Waterworks Fund has adequate funds to transfer to the Waterworks Bond and Interest Account for principal and interest payments on the 2019 General Obligation Bonds and the 2019A Refunding Bonds, which allows the Village to abate the annual property tax levy. Because the bond ordinances directing extension of the annual property tax levy were filed with the County Clerk, an ordinance is required to abate (not levy) the property tax for these bonds.

As there were no comments from the Board or Public, Trustee Markee moved to approve first reading of the ordinance. Trustee Fisher seconded the motion. The motion passed on a unanimous voice vote.

16. ITEM #15 – AN ORDINANCE APPROVING A FINAL PLAN AND SPECIAL USE PERMIT FOR LOT ONE OF ARDEN SHORE SUBDIVISION (425-429 Shore Acres Drive)

President Charlot said in March 2021 the Village Board approved Ordinance 2021-5 which authorized a subdivision and a number of variations for the Arden Shore subdivision. The subdivision concerned the site of the former Arden Shore Child and Family Services campus, a group home and residential program that ceased operations in 1995 and has remained vacant since. The subdivision and variations contemplate the

development of the wester ~18.2 acres of the site as a practice range for Shore Acres golf course and the eastern ~7.8 acres as a single family residence complemented by two accessory dwelling units.

President Charlot said in the absence of final plans that would typically be required before awarding a variation, Ordinance 2021-5 approved the variations contingent upon the Joint Plan Commission and Zoning Board of Appeals (PCZBA and the Village Board approving a Final Plan that met certain conditions. In October 2021 the Village received a proposed Final Plan for approval. The Final Plan proposes the construction of two accessory dwelling units as well as a residential poolhouse with light, heat, and bathing or shower facilities. The Applicant has represented that these facilities were originally intended to reside within an accessory dwelling unit and were separated for architectural reasons. This poolhouse is nevertheless governed as a special use under the Village's zoning regulations and requires the approval of a special use permit to construct and use. The PCZBA memorandum provides additional detail. President Charlot further stated the PCZBA opened a public hearing concerning this application at its November 17 meeting. At the conclusion of the hearing, the PCZBA recommended unanimously that the Village Board approve the final plan and grant the special use permit in the form of the draft Ordinance.

In response to a comment from Trustee Briand, Village Administrator Irvin explained why the PCZBA is requesting the proposed small scale ADUs be processed in this manner.

Trustee Briand said this would be idea because it is unobtrusive and extremely private and said it will be interested to see how future requests are reviewed. Village Administrator Irvin said the SUP Process would allow each request to be considered individually.

As there were no comments from the Board, Trustee Rider moved to approve first reading of the ordinance. Trustee Markee seconded the motion. The motion passed on a unanimous voice vote.

17. ITEM #16 – TRUSTEE’S REPORT

There were no Trustee's reports.

18. ITEM #17 – CONSIDERATION OF THE NOVEMBER 8, 2021 EXECUTIVE SESSION MEETING MINUTES

Trustee Rappin moved to approve the November 8, 2021 Board of Trustees Executive Session Meeting Minutes as presented. Trustee Briand seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Rappin, Rider, Ankenman, Briand, Fisher, Markee
Nays: (0)
Absent: (0)

19. ITEM #17 – EXECUTIVE SESSION

At 9:15 p.m. Trustee Markee moved to enter into Executive Session for the purpose of discussing Pending Personnel (5 ILCS 120/2(c)(2)). Trustee Fisher seconded the motion. The motion passed on the following roll call vote:

Ayes: (6) Rider, Ankenman, Briand, Fisher, Markee, Rappin
Nays: (0)
Absent: (0)

There being no further business to discuss, Trustee Fisher moved to adjourn out of executive session. Trustee Rider seconded the motion and at 9:26 p.m. the motion passed on the following roll call vote:

Ayes: (6) Markee, Rappin, Rider, Ankenman, Briand, Fisher
Nays: (0)
Absent: (0)

20. ITEM #18 – ADJOURNMENT

Trustee Ankenman moved to adjourn the regular meeting. Trustee Briand seconded the motion and the motion passed on a unanimous voice vote at 9:27 p.m.

Respectfully Submitted,

R. Drew Irvin
Village Administrator

Katharine Hatch
Village Clerk