

# Lake Forest Academy Campus Master Plan Addendum April 11, 2016



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Approved By  
Lake Forest Academy Board of Trustees Executive Committee  
As of April 5, 2016

# **Lake Forest Academy Master Plan Application Addendum April 11, 2016**

## **Introduction and Purpose**

On February 22, 2016, Lake Forest Academy (LFA) formally presented its Special Use Permit amendment application and related Master Plan modifications to the City of Lake Forest Zoning Board of Appeals (ZBA).<sup>1</sup> During that meeting many residents of Academy Woods (AW) testified on an assortment of issues that occasion clarification and further elaboration from LFA. Specifically, the purpose of this Addendum is to:

- Address all concerns voiced by each member of the ZBA at the conclusion of the February 22<sup>nd</sup> meeting.
- Address all questions and concerns contained in the City's Staff Comments and Recommendation memorandum of February 22, 2016.
- Provide background data and additional detail concerning every aspect of LFA's Master Plan application about which concerns were registered.

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<sup>1</sup> On September 15, 2005, the Lake Forest City Council granted LFA an amendment to its then current Special Permit "authorizing the continued existence and operation of Lake Forest Academy, a private high school and related facilities and uses, as well as for other purposes for which the Campus has been used in the past, including, but not limited to, the filming of motion pictures, rental for private parties, exhibitions, and summer camps in accordance with the Annexation Agreement dated April, 2, 1990 and in accordance with the Campus Master Plan which is attached to this Ordinance . . . ." The grant of approval is referred to as the 2005 Approval. The Zoning Board of Appeals of The City of Lake Forest held public hearings on April 25, 2004, and May 23, 2005 to consider LFA's application for an amendment to its Special Use Permit then in effect and recommended the grant thereof.

- Propose changes in the 2016 Master Plan, as originally filed, that reasonably address the concerns expressed by the ZBA and LFA's neighbors in AW.

## **Comparison – Proposed 2016 Master Plan In Contrast To 2005 Master Plan**

The ZBA asked for a summary of the changes in the proposed 2016 application in contrast to the 2005 Approval. The significant changes are as follows:

- Removal of a proposed academic building south of Korhumel, adjacent to the baseball field.
- Replacement of Warner House and Marshall Field dormitories with structures with the same capacities.
- Resurface with artificial turf two existing natural turf fields to the east of the game field and track and construct a new natural turf field to the north of the game field and track.
- Addition of a scoreboard for the baseball field.
- Addition of lights on LFA's 5 northern athletic fields and the tennis courts.
- Other aspects of the new plan are either renovations or minor additions to existing structures.

The first major initiative in LFA's recently adopted Strategic Plan is the Educational Experience – Creating Inspired Global Citizens. A key implementing component is improving student-life experiences and facilities. Every new project or change envisioned in LFA's 2016 Master Plan directly enhances the student-life experience. Equally important, they all aim to sharpen LFA's competitive edge in comparison to other public and private secondary schools and to maximize LFA's institutional

reputation, attraction and value as an educational asset of Lake Forest and the larger metropolitan community.

### **Baseball Field and Scoreboard**

LFA's baseball field, located between Academy Woods on the north and East Lake on the south, has been in place and in use since 1948. It was renovated in 2013. Several Academy Woods residents spoke about the baseball field and the proposed scoreboard during public testimony. Further, a ZBA member requested further detail. LFA submits the following comments for greater clarity.

- AW retained counsel to assist them with opposing the 2013 renovation. Central to their opposition was their claim that the baseball field was not encompassed in the 2005 Approval and therefore required amendment of the LFA Special Use Permit before a building permit could be issued. Based on the opinion of the City Attorney, the City determined amendment of the LFA's Special Use Permit was not required and issued a building permit. LFA completed the renovation in complete conformity with all applicable rules, regulations and specifications imposed by the building permit.
- LFA sought to address and assuage the concerns of AW during the renovation. It offered to construct a fence along the AW property to prevent athletic participants from venturing onto AW property and to protect against errant baseballs landing in AW properties. AW declined.<sup>2</sup> LFA offered to install a removable outfield fence if AW would help absorb the incremental cost. AW did not respond to that offer.

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<sup>2</sup> LFA's letter to the Community Development Center, dated December 19, 2013, explaining details of the proposed renovation addressed this matter as follows: "Per agreement with [Academy Woods Homeowners Association], at this time we will not extend the third base line fence. We jointly acknowledge that this will allow balls to pass through into the buffer space between AWHHA and LFA, if not into the backyards of AWHHA homes adjacent to the field. AWHHA will allow teams using the field the right to retrieve the balls in the backyards, being mindful and respectful of resident plantings and privacy."

- LFA has been voluntarily maintaining buffer vegetation along the southern AW border. During 2015 LFA replaced 13 border arborvitae and installed 5 Northern spruces and 11 junipers.<sup>4</sup>
- Residents of AW have maintained that the developer of the subdivision promised an “unfettered view” of East Lake during its sale process. There is no such promise in any of the written contractual arrangements governing the borders of AW and LFA. There is an agreement which covered the boundary and “residential buffer” areas – called the Declaration of Preservation Restrictions. It is described below at pages 7-8. It provides for no view easement of any sort. A promise such as claimed must be in writing in order to be valid. LFA never made such a promise – oral or written.
- Usage of the baseball field is infrequent. The 2015 baseball season stretched from March 23<sup>rd</sup> to May 13<sup>th</sup> with daily practices limited by the weather. A total of 16 games were played.
- LFA’s 2016 Master Plan application includes a new permanent baseball scoreboard. LFA envisions the scoreboard to be aesthetically modest in design utilizing solar power with illumination only during games.

## **Drainage and Water Retention**

Drainage and the retention pond in the East Watershed of the northeast quadrant of the LFA campus drew several comments and concerns on the part of AW homeowners at the February 22<sup>nd</sup> meeting. The commentary prompted a request from the ZBA for further clarification. This issue has historically been marked by a degree of confusion and misunderstanding so LFA welcomes the opportunity to clarify the issues involved to further AW’s understanding.

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<sup>4</sup> Attached as Exhibit A are copies of emails which demonstrate the good faith efforts of LFA to accommodate AW homeowners and AW homeowners’ extensive involvement in the process.

## **Legal Responsibilities**

A brief outline of the structure of legal arrangements on this subject between LFA and AW (as the successor to the developer)<sup>5</sup> should help delineate the parties' respective positions.

The relationship is governed by the Reciprocal Easement Agreement (REA) entered into in 1993 and amended in May 2011<sup>6</sup> and by one other legal instrument not relevant to drainage and water retention. In very broad strokes, the REA deals with the following matters relevant to this subject: (1) construction and maintenance of utilities for the respective properties, (2) construction and maintenance of underground stormwater sewer lines and water lines for the respective properties, (3) construction and maintenance of a stormwater detention pond to be located on LFA property, and (4) allocation of costs and expenses for the foregoing items. AW's predecessor in interest – the developer – had the basic obligation to construct the underground stormwater sewer lines, including the lines under LFA property running from the residential development to the detention pond and the lines running from the residential development to East Lake, as well as to construct the detention pond on LFA property. Following completion: (i) the obligation to maintain all stormwater and sewer lines on the residential development plus the stormwater sewer lines running from the

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<sup>5</sup> The residential development known as Academy Woods contemplated the construction and sale of 77 homes on lots subdivided out of property acquired from LFA by Mr. Robert G. Shaw. Mr. Shaw used a trust with a bank trustee to acquire the land (Trustee) and used a corporate entity (AWL) to effect the development itself, including construction and sale of the homes to individual homeowners. Incident to the development he also created the Academy Woods Homeowners Association (AWHA) to function over the long-term as the organizational representative of the individual homeowners acquiring residences. The Declaration of Preservation Restrictions described below refers to AWL as the Grantee. The operative legal agreements provide that AWHA was to assume and succeed to all rights, duties and obligations of AWL, the Grantee and the Trustee upon completion of the development and sale of all 77 residences to the homeowners. That has occurred. AWHA is now the only party on the AW side with legal rights and obligations under any of the agreements. For simplicity, this Addendum uses the term AW to refer variously to Academy Woods as a neighborhood, the legal entity AWHA and the homeowners of Academy Woods collectively, as is appropriate in the specific context.

<sup>6</sup> The Reciprocal Easement Agreement is attached as Exhibit B. The First Amendment to the Reciprocal Easement Agreement is attached as Exhibit C.

residential development to the detention pond and from the residential development to East Lake remained with AW, **NOT** LFA; and (ii) the obligation to maintain and repair the detention pond was assumed by LFA, but AW was to share the attendant costs on a 50/50 basis. Significantly, as noted, the parties amended the REA in May 2011, but did not change these arrangements.

- The original 1994 design and construction of the north pond and water retention area<sup>7</sup> as well as the design and construction of the 2008 expansion were approved by the City of Lake Forest and Lake County. The overall system results in a high water mark that comes close to the three AW homes on its southern border. In the designs approved in both 1994 and 2008, water is intended to reach its high point at the base of the homeowners' lots. To date the system has worked as designed, with excess water flowing through the system to its desired destination east of the rail track. Upon approval of the Master Plan, LFA will further investigate whether the swale and the wooded areas through which the pond drains before passing under the railroad track can be improved to provide better drainage. Any improvement can only be undertaken with the cooperation and participation of AW under the terms of the REA.
- The homes situated closest to the north pond were in fact built approximately 18 inches under approved grade. Even with this error by the developer of AW, LFA is not aware of any occasion when any of those homes had a flooding issue.
- LFA has investigated the water retention issue at the northwest corner of AW near the southeast corner of the intersection of Warner and Caxy Drives. This problem has been caused both by incorrect grading and the ill-considered positioning of a landscaping berm by the AW developer when the project was originally built. This condition can be addressed with modest grading and drainage pipe. LFA is in the process of providing an "as-built" drawing of the adjacent temporary parking area along with the proposed solution for the drainage improvements in this area and will work with AW and the affected resident to implement the solution. LFA will expect a reasonable expense sharing

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<sup>7</sup> References to the "north pond" and "water retention area" refer to the "detention pond" originally built by the developer under the terms of the REA.

arrangement with AW and the resident as part of that implementation.

- LFA believes that water runoff from the temporary parking lot at the northeast corner of Warner and Caxy Drives flows to the north (*i.e.*, does not cause or exacerbate the water retention issue described on the preceding page). In any event, when LFA applies for a building permit to pave that parking lot, a definitive plan providing appropriate drainage for water runoff from the lot will be developed and implemented.
- Artificial turf fields will be built with a pervious or permeable surface and will be constructed such that any water runoff flows to the north. It is particularly noteworthy that this change will actually **reduce** the amount of storm water that currently flows to the north pond.
- Upon approval of the Master Plan, LFA will investigate reducing or eliminating overtopping of East Lake onto Academy Drive during a 100 year event.

## **Berm Maintenance and Residential Buffer**

The berm/buffer (defined in the parties' agreements as the "Conservancy" or the "Protected Property") was the topic of many comments by AW residents at the February 22<sup>nd</sup> meeting. Most, if not all, of those comments rested on the predicate assumption that LFA is responsible for maintaining the Conservancy and has been delinquent in doing so. LFA would like first to offer the following points of clarification and then, second, to suggest a potential alternative, middle ground approach.

- The Conservancy was established by the second of the two legal documents entered into at the time of AW's development – the Declaration of Preservation Restrictions, dated as of June 1, 1993 (DPR).<sup>8</sup>
- The basic structure of the DPR is restrictive in the sense that it creates a kind of "no-man's land" carved out of LFA's property

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<sup>8</sup> The DPR is attached as Exhibit D.

along the western and northern boundaries of AW (called the “Conservancy” or the “Protected Property”), and it essentially says this corridor will remain pristine, undisturbed and free of improvement, debris or other unsightliness. The so-called “Declaration” is LFA’s commitment to refrain from doing anything to diminish the prescribed condition of the Conservancy. There is no affirmative obligation or undertaking on the part of LFA to do anything – and certainly not to maintain the Conservancy.

- In May 2011, following some 18 or 19 months of negotiations commenced at AW’s request, the parties entered into an amendment of the DPR.<sup>9</sup>
- The DPR amendment essentially added an affirmative permission for AW to enter into the Protected Property and commanded that AW should maintain the portion of the Protected Property that, as part of the construction of the AW development, had been improved by grading, berming and planting grass, trees and shrubs and had been intended to provide a visual screen between LFA and AW.
- In conclusion of the same negotiation, in May 2011 the parties also amended the REA. Among other things, the REA amendment granted to AW, as requested and bargained for, the right (and the obligation) to landscape the easterly side of what is now known as Caxy Drive “from the west end of [AW] northward to the northwest corner of [AW].” Taken together with the amendment to the DPR described above, AW bargained for and obtained the exclusive right and obligation to landscape and maintain the entire area along Caxy Drive from the curb of Caxy Drive across the entirety of the Conservancy area running parallel and coextensive with the length of Caxy Drive.<sup>10</sup>

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<sup>9</sup> The First Amendment to the Declaration of Preservation Restrictions is attached as Exhibit E.

<sup>10</sup> The descriptions of the legal arrangements between the parties are derived from summaries of the REA, the REA amendment, the DPR and DPR amendment which LFA utilizes for internal administrative purposes. For completeness and in aid of clarification of these arrangements, LFA attaches these summaries as Exhibits F, G, H and I, respectively, with the qualification that the only definitive evidence of the

- The AW negotiating position, negotiating objectives and understanding of the legal relationship of the parties is clearly evidenced by a memorandum from the President of the AW association addressed to all residents, dated October 1, 2009.<sup>11</sup> Its general approach to working with LFA also reflects a significant contrast in style and attitude.
- LFA believes that AW's complaints and attacks concerning the condition of the Conservancy could be remedied quite simply if AW would just exercise the rights and discharge the obligations for which it bargained in the May 2011 amendments.
- Despite that belief, LFA would vastly prefer to restore and recover the spirit of its neighborly relationship with AW rather than just insisting upon the letter of the legal agreements. In pursuit of that preferential objective, LFA is willing to discuss the adoption of a joint Berm/Buffer Master Plan with AW. This is envisioned as a phased comprehensive plan expected to address the area in a comprehensive, ecologically correct and aesthetically pleasing manner that is fair and financially feasible for both parties.
- Through conversations with the City Arborist and Mariani Landscaping, LFA has developed and paid for an assessment and map of the Conservancy which could be the basis of a remedial plan. Since LFA and AW are neighbors and since they each have significant interests in the substance of such a plan, it is axiomatic that each must adopt and take full and joint responsibility for such a plan. This joint responsibility must necessarily include close communication and coordination on the plan itself, on its implementation and the requisite financial support from each party. LFA stands ready, willing and able to proceed in developing

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parties' legal relationship is contained in the executed and recorded legal instruments themselves.

<sup>11</sup> The memorandum details the history of the AW development, the relationship of the parties and LFA's recent growth as a school. It also clearly expresses AW's interest in LFA's success as a school and a harmonious relationship with LFA. The entire memorandum is attached as Exhibit J.

this plan in a cooperative partnership with Academy Woods. LFA invites AW to join the partnership.

## **Turf Fields**

LFA's turf field proposal generated expressions of concern from several AW residents as well as a request for further clarification from the ZBA. We would make the following comments in response.

### **Student Benefit**

- This project is driven by the goal of improving the student experience at LFA and thus improving the institution's secondary school competitiveness.
- All LFA students are required to participate in team sports. This is a cornerstone requirement for the holistic development of every LFA student and is a key factor in making LFA a unique experience. To accomplish this goal LFA needs appropriate fields so that all teams can practice and play their matches.
- At present, the athletic fields must accommodate practices and games for 7 varsity and junior varsity teams in the fall and 8 in the spring. The present natural grass fields are located in an area that is frequently too wet for use. This forces LFA teams either to travel to alternate locations or to cancel the scheduled practice or game. Further, state regulations prohibit scheduling field hockey playoff games on any field that is not equipped with artificial turf. This means LFA teams qualifying for the playoffs can never play at home. This project will effectively address all of these issues.
- The absence of one or more athletic turf fields in LFA's portfolio of athletic facilities significantly hampers the school's ability to recruit high caliber student athletes. Replacing natural turf with artificial turf as planned will substantially improve LFA's competitive position vs. nearly every public and private secondary school with which LFA competes for quality athletes.

### **Scope**

- Of the five fields located in the northeast quadrant of campus, only the two fields directly east of the football field will have natural turf replaced with artificial turf.

### LFA Usage and Guidelines

- LFA student use would be extensive during the fall and spring seasons, as is presently the case, weather permitting. While the two fields would be open from 8:00 AM to dusk, most activity would occur after 2:30 PM on weekdays and beginning at 8:00 AM on Saturday and Sunday. LFA anticipates there would be little or no use during December, January and February.

### Water runoff/Retention

- As with all proposed projects, LFA fully understands that proper drainage and water retention will be a condition of receiving City building permit approval to assure compliance with all applicable Lake County and City rules and regulations. It is anticipated that turf fields will be constructed such that water runoff will flow to the north avoiding the retention pond north AW's northern boundary.

## **Athletic Field Lighting**

LFA's athletic field lighting project generated considerable comment from AW as well as a request from the ZBA and the City Administration for further clarification and detail. In response, LFA would stress the following points.

### Student Benefit

- As with the turf fields, the athletic field lighting project is driven by LFA's commitment to improve the student athletic experience and thus strengthen LFA's secondary school program competitive position.
- Both the turf fields and the tennis courts are critical to fulfilling LFA's dedication to the principle of full team sport participation. By definition, lighting those athletic venues will extend the daily usage window. With a lengthened day in the late fall and early spring seasons, LFA will be able to schedule its team practices, games and matches more effectively as well as have the ability to complete events without the risk or reality of suspension or cancellation because of darkness. Travel to LFA on school days often results in

events starting as late as 5:00PM. This timing limits varsity events and forces junior varsity teams to be scheduled at sites off the LFA campus.

- Lighting would allow LFA the option to schedule early evening games and matches on Friday or Saturday. This ability would significantly enhance school morale and athletic interest as all students would be free of their own athletic commitments and would be able to attend those contests in a more inclusive, all-school atmosphere.

### Scope

- LFA is amending its lighting request to include only the game field (the football field), two turf fields and the tennis courts, excluding the two fields east of the proposed turf fields and the practice field to the north of the game field as contained in the original application.

### LFA Usage and Guidelines

- LFA expects the lights to be used primarily by its athletic teams during the fall and spring seasons. LFA anticipates virtually no usage in December, January, and February. During usage months lighting would be limited to 10:00 PM.

### Technical Aspects

- Initial investigations regarding lighting of the proposed fields and tennis courts call for the use of LED lighting mounted on six poles for the tennis courts and six poles to light both the turf fields and the game field. This configuration will allow for focusing of the light on the fields and courts while preventing spill light to neighboring areas. The impact of the lighting will drop to zero foot candles well before the LFA property line.

### AW Protection

LFA fully understands and appreciates the need for appropriate screens and/or barriers to protect AW homeowners affected by this project. LFA would construct or install whatever screens or barriers would be required to secure the applicable building permit necessary to proceed with installing lighting as proposed.

## **Athletic Field House**

The athletic field house was included in LFA's 2005 Master Plan and was therefore covered by the 2005 Approval. It remains a part of the 2016 Master Plan because it has not yet been built. AW residents questioned its purpose and proposed use at the February 22<sup>nd</sup> ZBA meeting. We address those with the following points.

### **Student Benefit**

- As is the case with turf fields and athletic field lighting, the athletic field house project is driven solely by LFA's goal to improve the student experience and to make the school more competitive and more attractive to prospective families and students.

### **Student Usage**

- With LFA's requirement for all students to participate in team athletics, the field house will provide desperately needed practice space for indoor sports programs. Presently, Glore Gym affords a single practice court that is used by three volleyball teams in the fall, five basketball teams in the winter and two volleyball teams and a badminton team in the spring. LFA's squash team currently uses off-campus facilities.
- In addition, this new facility will provide space for LFA teams in the fall and spring when it is too cold or wet to practice on the outdoor fields. This would be an enormously positive asset benefiting the cross-country, track, soccer, football, softball, tennis, field hockey, lacrosse and baseball programs.
- The field house will also make it possible to have a winter track program and team as exist at competitive prep schools across the US.
- The field house space will permit the establishment of group fitness, strength and agility programs for all students and faculty as well as space for Club and intramural teams.
- Finally, the facility would be expected to be open for recreational use by LFA students and faculty on weekday evenings until 8:00 PM and throughout the weekends. Since approximately 50% of the LFA student population boards and 75% of the faculty members live on campus, this provides the entire community an extremely

attractive and valuable opportunity for leisure and wellness activities.

## **Outdoor Amplified Sound**

Amplified sound has been a component of LFA athletic activities – certainly interscholastic competitions – since the earliest days of the school’s residence at the present location. Moreover, the school has used amplified sound for many years for Reid Hall events including school-sponsored events, weddings and banquets. School dances (e.g., proms) and catered weddings have almost invariably included the presence of live music performances (usually a band). As such, LFA has been unaware that the use of outdoor amplified sound should be a component of its Master Plan, nor has that been called to LFA’s attention by AW or in the context of the previous special permit applications (1990 and 2005). Nevertheless, this aspect of LFA’s operations is now included in the application.

### **Usage Guidelines**

- Any use of amplified sound for athletic activities at the game field is approved and monitored by LFA’s Director of Athletics. For LFA athletic events sound will continue to be used as in the past for music and for the field announcer at LFA track meets and football games. Very occasionally music is played during athletic practices.
- For other LFA sponsored school events using outdoor amplified sound including House Cup competitions, Senior Skip Day, reunions and other banquets, sound would be turned off immediately at the conclusion of the event and never later than 10:00 PM.
- Weddings at LFA also use, on occasion, outdoor amplified sound. All such amplified sound concludes no later than 11:00 PM.

## **LFA Rental Activities**

LFA’s long-established practice of periodically renting its facilities to third parties has drawn considerable comment from Academy Woods and a request from both the ZBA and the City Staff for clarification. These

concerns and inquiries fall generally into one or more of the following categories.

- The relevance and importance of the rental program in relation to LFA's primary educational mission.
- The overall scope, relative importance and financial significance of LFA's rental activities.
- Specific data on historic usage by activity and facility both currently and as may be reasonably forecast in connection with the implementation of the new elements of the current Master Plan application.
- Description of LFA's management of its rental activities including the vetting process for potential renters; applicable scheduling philosophy and procedures; and operational systems for traffic control, safety and parking.
- Guidelines for the rental use of LFA's facilities both currently and with the implementation of the proposed Master Plan extension.

To illuminate the relevance of LFA's rental activities, respond to the requests for clarification and address noted concerns, LFA has comprehensively reviewed the status and impact of its existing programs, their financial importance to the health of the school and what future effects might reasonably be anticipated from all rental activities as a result of the proposed Master Plan modifications.

### ***Background and LFA Rental Philosophy***

LFA has opened its campus to third party rentals for decades. It is able to say anecdotally the use of Reid Hall for weddings and the use of the campus for an annual week long antique show in June were regular occurrences in the 1960s – and perhaps earlier. Rental activity has always been and continues to be a part of LFA's operating model, as is true for many educational institutions. This derives from multiple sources, including the unique nature and character of the campus as a descendant of the Armour Estate, the nine-month duration of the school year, the functionality and flexible utility of the school's physical plant as an educational vehicle and the school's financial condition and operational drivers. The last of these includes in particular the modest size of the endowment, the size of the school's long-term debt obligations

and the limits of a largely tuition-funded annual operation. LFA does minimal advertising or promoting for its rental activities, relying principally on word of mouth referrals to generate bookings. Apart from financial considerations, LFA's rental of athletic facilities is also motivated by a philosophy of affording access to these facilities – when possible – to youth and educational groups needing it and by recognition that such community engagements generally support admissions recruiting.

The importance of rental activities notwithstanding, the quality and excellence of LFA's educational mission have always been the primary focus of everything LFA does. Rentals have always been secondary and tangential to the mission; and they will continue to be subordinate, but supportive contributors to the primary educational mission. Every rental opportunity is subjected to a threshold test which determines whether it will even be considered and evaluated in detail: What impact does opening the campus to this opportunity have on the educational program, the students and the overall LFA community? If there is any anticipated detrimental or diminishing impact, the opportunity is declined.

For a variety of reasons, all of LFA's rental activities are divided into two segments – those that occur during the nine-month school year (School Year Rental Activities) and those that occur during the three-month summer vacation (Summer Vacation Programs). The principal reasons derive from the presence or absence of the school population, the much reduced daily and special occasion traffic patterns in the summer and the potential availability of virtually the entire campus for summer activities.

### ***Financial Impact of School Year Rental Activities***

Revenues from all 2015 School Year Rental Activities totaled \$1.02 million, representing 3.7% of LFA's \$27.7 million 2017 budget.<sup>13</sup> Given LFA's extremely modest endowment of \$28.3 million as of September 30,

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<sup>13</sup> A similar description and analysis of Summer Vacation Programs appears below under LFA Summer Vacation Programs at page 23 and more particularly under Financial Impact of Summer Programs and Summer Weddings at page 24.

2015, as well as its \$16.3 million of long-term debt, this revenue source is essential to the school's financial health. <sup>14</sup>

### ***Scope of School Year Rental Activities - 2015***

To best describe its programs, LFA reviewed and analyzed all 2015 rentals by facilities used and specific activity. The highlights include:

#### Facilities Used during the Academic Year

- Reid Hall
- Mackenzie Ice Arena
- Pool
- Cressey Center
- Baseball Field (Currently used only during Summer Vacation)
- Glore Gym
- Track

#### Activities, Frequency, Size, Duration and Traffic Impact

##### *Weddings – Reid Hall*

- Frequency – 47 in 2015; 24 in the summer vacation; 23 in the academic year.
- Size – The average number of participants per wedding (including staff) was 163; the number of participants (including staff) for all 47 events ranged from 85 to 264.
- Day of Week - 26 occurred on Saturday, 12 on Friday, 8 on Sunday and 1 on Thursday
- Time of Day - Weddings are usually planned in the evenings from 5:30 PM to 12:00 AM. Should a wedding be planned in the daytime, it must not conflict with the academic mission of the school and be able to be managed with effective parking and traffic controls.

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<sup>14</sup> It is notable that the \$1.02 million of revenue is approximately 3.6% of the school's current endowment. While elimination of the activities generating these revenues would eliminate some direct and variable expenses, for illustrative purposes this would effectively require LFA to find other revenues elsewhere approximating 3% to 4% of the endowment to provide comparable funding for its educational mission and program. Assuming a very healthy 8% return, it would take more than \$12.7 million of additional endowment to replace those funds.

- Traffic and Parking Impact - Weddings typically generate between 45 and 135 vehicles per event. Valet parking is invariably provided. Weekend evening weddings have minimal impact on traffic and parking because these times are low points in LFA's traffic and parking patterns both during the school year and during the summer vacation.
- Security - The LFA Security Department is on duty during all wedding events.
- Guidelines - Day of Week: only Friday, Saturday or Sunday during school year.

#### *Banquets and Dinners – Reid Hall*

- Frequency - Occasionally. There were three such events in 2015.
- Size - The guest and staff count ranged from four to 156; the average was 78.
- Day of Week - Weekend.
- Time of Day - Each event occurred in the evening
- Traffic and Parking Impact - None.

#### *Hockey Ice Time Rental – Mackenzie Ice Arena*

- Frequency - Ice time is rented out by the hour. Four Youth Hockey leagues rented space in 2015. Some usage occurred on 258 days during 2015. On average there was some usage on 21 days per month. LFA does not enter into long-term contracts, retaining control over scheduling on a daily and hourly basis.
- Day of Week - Weekday rentals are typically available for 60 minute practice sessions. Weekend rentals are available for either 60 minute practice sessions or 90 minute game slots.
- Time of Day - Ice time rentals are only available when LFA is not using the ice for its hockey programs, which include boys prep, boys varsity and girls varsity squads. Generally this limits rental start times to 6:00 PM on weekdays and 8:00 AM on weekends. All ice rentals end no later than 10:00 PM.
- Traffic and Parking Impact - The effect on LFA's traffic counts from ice time usage is minimal. On average the one hour rentals generate approximately 15 vehicles and the 90 minute game rentals generate approximately 30 vehicles. These vehicle totals combined with the ice time rental policy creating 60 or 90 minute intervals

result in a vehicle flow that is controlled at a low level on Academy Drive. Parking in the lot in front of the rink is always available and is more than adequate.

- Rental Vetting and Requirements – LFA rents ice time to local schools and members of the USA Hockey youth hockey organization. Insurance and background checks of all adult supervisors must be provided by the renting organization.
- Security – LFA Security provides 24-hour campus supervision and is on duty during all hockey rental times and polices the rink, its parking lot and traffic flow.
- Guidelines – LFA does not expect any growth in its ice time rental program. Ice time rental is available only to school or youth organizations. Alcohol possession and consumption are strictly prohibited, whether by spectators or participants. Spectators are prohibited from venturing outside the immediate vicinity of the ice rink. No rentals commence before 8:00 AM and all rentals end at or before 10:00 PM.

### *Swimming Pool*

- Frequency – In 2015 LFA rented its indoor swimming pool on 99 days to a single user. The rental is on an hourly basis giving LFA the ability to control usage at all times.
- Day of the Week – Monday through Friday.
- Time of Day – All usage was between 6:30 PM and 8:30 PM.
- Traffic and Parking Impact – The average number of participants for each rental period was 30. This resulted in a vehicle count of 30 or less. Even with a vehicle count of 30 vehicles per hour, the program has no meaningful effect on LFA traffic and parking because of its timing during weekday evening hours when LFA traffic patterns and parking requirements are light.
- Guidelines: Demand for pool time has been and remains low. Should conditions change LFA would limit any adult rentals to weekday evenings during the school year.

### *Cressey Center*

- 2015 Rentals – Cressey was rented once in 2015. The event, *The Nutcracker*, performed by the North Shore Dance Academy, was a three-day holiday event held from Friday, December 4<sup>th</sup> through Sunday, December 6<sup>th</sup>, utilizing the facility from 4:00 PM to 8:00 PM

each day. Maximum headcount of all dancers, audience and staff totaled 529 on both Saturday and Sunday. LFA estimated that the event generated approximately 265 vehicles each of those days. LFA Security managed all parking and traffic activities for the event with no significant traffic flow issues. This event was monitored during the December 2015 traffic study performed by Kimley-Horn which concluded that the event was managed with minimum traffic or parking issues.

- Future Rental Events and Guidelines – Cressey Center is an excellent site for speaking or performing arts events. LFA would entertain requests to use the facility in the future. Any event would only be permitted if there were no conflicts with the educational mission. Any such event must end no later than 10:00 PM. No such event would be permitted to generate parking or traffic issues that LFA Security cannot manage.

#### *Baseball Field*

- 2015 Rentals – The baseball field was rented 4 times during the Summer Vacation.
- Guidelines – In the future LFA will continue to limit rentals of the baseball field to school and youth teams. LFA Security will patrol the area when rented.

#### *Glore Gym*

- 2015 Rentals – This facility had one rental in 2015, a youth basketball group with 10 participants.
- Guidelines – LFA expects little demand for gym rentals in the future. However, such rentals would be considered only if they did not adversely affect the academic mission and were hourly rentals.

#### *Track*

- 2015 Rentals – This facility was rented once in 2015.

#### *Final Comments on 2015 Rentals*

- The vast majority of LFA's rentals in 2015 were for weddings in Reid Hall and for use of the ice rink.
- LFA manages its rental activities to minimize traffic and assure that adequate on-site parking is always available. On days when rentals

do occur, only rarely are more than two scheduled simultaneously. Scheduling of events also takes into account the size of routine, recurring traffic volumes at the time when the event would be scheduled.

### ***Rental Expectations from New Facilities***

The 2016 Master Plan's athletic field house approved in the 2005 Master Plan and the proposed new artificial turf field surfaces could provide a degree of incremental rental opportunity. This may also be true for the fields and tennis courts that would be equipped with lights.

#### *Athletic Field House*

- General Comments – As previously noted, this project was included in the 2005 Approval but has not been built. The need for this facility is totally student and faculty driven and as a result will be extensively used by the LFA community. Accordingly, it is not expected to be capable of generating much rental activity.
- Guidelines – Should any rental opportunities be presented, LFA would limit such use to occasions that do not adversely affect the primary LFA educational mission; to youth athletic or wellness groups; and for use during the School Year between 6:00 PM and 10:00 PM on weekdays and between 8:00 AM and 10:00 PM on weekends.

#### *Turf Fields and Lights*

- General Comments – The two turf fields will be used extensively by LFA students. However, there will be opportunities to rent the fields when they are not in use by LFA students. LFA intends to consider such opportunities on a case-by-case basis.
- Guidelines – Rentals would only be considered if the fields are not needed for LFA students; usage would only be permitted for school and youth athletic teams; rentals would be on an hourly basis for each event and during the School Year rentals would be permitted from 6:00 PM to 10:00 PM on weekdays and from 8:00 AM to 10:00 PM on weekends.

## ***LFA's Rental Management Policies and Procedures***

### **Application and Vetting Procedures**

LFA's lease agreements contain detailed controls of the types and kinds of uses that are permissible in connection with rental of the specific LFA facility. These include restrictions on the particular area of campus that is available to the lessee, restrictions on alcohol use, and restrictions on the date and times of events. Insurance and background checks for adult supervisors may be required as appropriate. Campus security is on-site 24 hours a day, seven days a week, and augmented as necessary. Additional traffic management and parking plans are in place for both LFA activities and leased uses.

### **Scheduling Approach and Procedures**

Approval and scheduling of all rental activities is under the supervision of the Chief Financial Officer. Rental opportunities recommended for use of the athletic facilities are managed by the Athletic Director; fine arts rentals by the Director of the Fine Arts Department; and catering rentals including weddings by the Director of Catering. The CFO approves each acceptable opportunity after considering the purpose of the event, its impact on LFA's academic mission, its size, and its timing to determine whether the event can be accommodated with acceptable levels of traffic flows and parking. The event is then accepted and scheduled or rejected.

### **Management Practices for Traffic Control, Safety and Parking**

At the time of application, the CFO must be provided with estimates of the number of participants for each rental, together with estimates of overall traffic levels and parking needs, allowing for balancing of regular campus traffic and parking needs with expected rental usage. With this approach weddings are almost always in the evening when school traffic is greatly reduced; pool rentals are on weekday evenings when traffic is low; hockey rentals are cancellable on a daily basis and are limited to 15-30 vehicles/hour. Parking for rentals is managed similarly. Events are almost always scheduled outside of peak parking demand times. Finally, the CFO is responsible for coordination with LFA Security to assure proper traffic flow and adequate parking in acceptable locations. LFA normally has no more than two rental activities on any given day. Rental traffic flows occur at times when regular school flow is low and when there is adequate parking on campus. The system works effectively.

## **LFA Summer Vacation Programs**

### **History and Philosophy**

LFA has had an extensive summer program of camps, seminars and athletic programs for decades. When the academic year ends in May and all students and many faculty depart, the campus becomes virtually deserted at its most attractive time of the year. From a practical perspective even with its extensive infrastructure, it would generate no revenue to support LFA's comprehensive but expensive secondary school program. Summer programs as well as the majority of the wedding business fills this void. In some cases they also afford attractive admissions recruiting exposure for summer camp participants and families as well as young athletes and potential new staff.

### **Scope of Summer Activities**

#### *Summer Programs*

- **Activities** – In 2015 the overall summer program included 13 camps offering activities such as soccer, swimming, dance, coaching, hockey and baseball and music development programs. These are in addition to LFA's English as a Second Language (ESL) program and the Panther Day Camp.
- **Size and Duration of Programs** – With the exception of ESL, camps range in duration from 1 to 14 days. ESL offers a 30-day program. In 2015 the range of program participants ran from 25 to 150 people.
- **Facilities Used** – Most programs are residential at LFA. As such they utilize a large proportion of LFA's facilities, including dormitories, athletic and educational facilities and the student center.
- **Effect on Traffic and Parking** – The effect of these programs on traffic flow and parking requirements is minimal as they occur when school is not in session. Further, programs are multiday with most participants boarding on campus. This minimizes daily traffic flow and parking needs.

#### *Weddings*

- The wedding program is described above. However, it is important to note that 24 of the 47 weddings in 2015 were held

in the summer when school was not in session. These events also occur when LFA's traffic flows and parking needs are minimal.

### Guidelines

Summer Programs do not generate significant traffic flow because school is not in session. Accordingly, LFA does not believe that specific guidelines are needed. However, LFA always manages its activities in a manner that insures smooth traffic flows, adequacy of parking availability and the absence of an overload of traffic or parking capacity.

### Financial Impact of Summer Programs and Summer Weddings

Absent the Summer Programs and Summer Weddings, the LFA campus would be essentially vacant for three months every year, leaving an extensive expense base unutilized and uncovered. In fact, revenues from these activities are expected to contribute approximately \$2.0 million or 7.3% of LFA's \$27.7 million budget for 2017. With an endowment of just \$28.3 million, this revenue source is critical for LFA.<sup>15</sup>

## **Traffic, Safety and Parking**

These issues were the focus of many of the comments made by AW homeowners at the recent ZBA meeting. Both AW and LFA have commissioned studies focusing on traffic flows, safety and parking in preparation for the Master Plan process. Both have provided insights on these issues. LFA would offer the following comments on these topics.

### Traffic

- Kimley-Horn Traffic Study – LFA commissioned Kimley-Horn (K-H) to complete a comprehensive traffic study for the period of Thursday, December 3, 2015, through Sunday, December 6, 2015. LFA chose this period because it included its largest School Year Rental Activity in 2015. Thus, the results analyze traffic flows both on a normal school day and on LFA's busiest traffic weekend. K-H's study concluded that based upon its review of the existing traffic conditions LFA does not significantly impact the

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<sup>15</sup> The analysis outlined in footnote 14 above applies with equal if not greater force here. Without these revenues (and assuming immaterial direct, variable expenses associated with their generation), the school would need to find another source for \$2.0 million of revenues to support its educational mission and program.

intersections of Illinois Route 60 and Academy Drive or the intersection of Academy Drive and Yale Court/Academy Woods Drive. The intersections operate acceptably during typical weekdays and special events. Further, K-H concluded that existing traffic conditions also demonstrate capacity to effectively manage future traffic conditions associated with the planned improvements identified in the Campus Master Plan extension application.

- AW Traffic Study – AW commissioned Kenig, Lindgren, O’Hara, Aboona, Inc. (KLOA) to conduct a traffic study covering November 1, 2015, through November 7, 2015. LFA and K-H have several concerns relating to this study, including the following. First, the KLOA study did not count or analyze volumes for the intersection of Academy Drive with Yale Court/Academy Woods Drive. Second, in discussing its own count of daily traffic volumes on Academy Drive, KLOA claims they are understated because they were taken “between sport seasons.” KLOA argues (without any supporting facts or sourcing) LFA has up to 21 weekly home games scheduled in the fall sports season and 12 games per week in the spring season. In fact in 2015, LFA’s home athletic events averaged 6.6 events per week in the fall and 7.2 events per week in the spring. Third, KLOA’s trip generation comparison used rates relating to land-use code 530 as the basis for its comparison. This land-use classification is not comparable to LFA’s operations. Fourth, KLOA’s accident data is both incomplete and misleading. As discussed below under the caption “Safety” at page 28, KLOA indicates that the roadway segment of Academy Drive and Faculty Circle is listed in IDOT’s 2014 Local Five Percent Report. This classification appears to be due to a coding error and likely would not be justified if the single accident in question had been appropriately coded. Further, KLOA’s summary of traffic accidents occurring at Illinois Route 60 where it intersects with Academy Drive offers no detail from which to determine whether the accidents occurred on Route 60, in the intersection with Academy Drive or on Academy Drive itself. LFA has no records of any auto accidents on Academy Drive

in the past five years.<sup>16</sup> LFA and K-H will request all pertinent information in the possession of the COLF and the LFPD in an effort to ascertain whether any of the accidents in question occurred on or near Academy Drive or somewhere else. Finally, the KLOA study does not conclude that traffic on Academy Drive itself is excessive and beyond the capacity of the roadway itself. Nor could it because it is not.

- City of Lake Forest Traffic Analysis – The City of Lake Forest has used Gewalt Hamilton Associates, Inc. (GHA) to review LFA’s Master Plan dated January 27, 2016, the K-H and KLOA traffic studies and the 96-Hour Intersection Turning Movement Counts from the K-H study. GHA’s conclusions and recommendations are contained in its memorandum, dated March 4, 2016, to the City of Lake Forest.
- LFA Daily Traffic Study – LFA has completed an analysis of its traffic flows from all non-routine sources for each day in 2015, including all extracurricular school activities, athletic events and ancillary activities. For the nine-month school year period, in 2015, LFA estimated and computed the following daily auto traffic statistics:
  - Median daily number of vehicles for the school year – 115
  - Daily average number of vehicles – 136
  - Number of days vehicle count exceeded 200 – 68
  - Number of days vehicle count exceeded 100 – 157
  - Number of days vehicle count was below 100 – 138
  - Fewest number of vehicles – 0
  - Largest number of vehicles – 535

These data support several conclusions: (1) LFA has management control of its non-routine vehicle counts on a daily basis; (2) the volume of non-routine vehicular traffic introduced by these activities is modest; (3) this traffic volume contributes only a very modest – and manageable – increment to the regular, routine traffic volume at LFA; and (4) even during periods of elevated traffic volume at LFA these activities do not stretch or overtax the capacity of LFA’s road and parking network.

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<sup>16</sup> LFA’s absence of records is not conclusive. Drivers involved in an accident on Academy Drive (a private road) are under no obligation to report such an occurrence to LFA Security and would be unlikely to do so.

- Illinois Route 60/Academy Drive Intersection – All parties involved in studying the traffic issue agree that the traffic signal green light at this intersection adversely affects Academy Drive traffic traveling southbound and exiting LFA or AW. LFA is prepared to initiate efforts with IDOT to modify signal times and to permit right turns on red to address this issue. While IDOT may or may not be willing to accommodate LFA’s request to modify the signal,<sup>17</sup> LFA will continue those efforts. In any event, as noted in the GHA conclusions, “it is not uncommon and is acceptable for local roadways, such as Academy Drive, to operate at this level of service in the Chicagoland area, especially along SRA routes, such as I-60.”
- LFA firmly believes that traffic on Academy Drive remains at acceptable levels reasonably and safely accommodating all LFA-generated activity as well as all traffic generated by AW. In all of its rental decisions, traffic volume and flow is a critical factor in accepting and scheduling events as can be seen in LFA’s specific approaches to all rental activities described above. The data from LFA’s review of traffic generated by non-routine on-campus activities reinforces this conclusion. Moreover, the changes envisioned in LFA’s Master Plan application will not generate significantly increased traffic levels. If there is any traffic growth, it will occur at times of lower volume due to LFA’s strategy of event scheduling. Moreover, the GHA conclusions and recommendations restate without objection or qualification that: “The K-H study and the Master Plan indicate that the student population, as well as the use of its facilities for non-school (rental) events, is not anticipated to substantially change or materially impact traffic operations in conjunction with the projects recommended in the Master Plan.”

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<sup>17</sup> LFA has been advised and believes its efforts – and its prospects of success with IDOT – would be improved if the City of Lake Forest were to join LFA and AW (through K-H and KLOA) in making a joint expert request supported with pertinent data.

## Safety

- LFA has been and will always be fundamentally committed to maintaining a safe campus. As an independent secondary boarding school, its commitment to safety is second to none and is critical to the school's existence and success.
- LFA addresses campus security with a fully equipped and trained security department that is provided under contract by Securitas USA, an international expert in providing such services (<http://www.securitasinc.com/>). The LFA Security Department includes 4 professionals providing 24-hr security on campus as well as support for all campus activities including academic and athletic events and rental operations, parking management and traffic control. As the staff members are not registered law enforcement officials, they are not empowered to issue traffic or parking citations.
- During the Master Planning process, certain AW homeowners questioned whether Academy Drive has the capacity to accommodate the traffic being generated by LFA. With a single lane in each direction, roadways such as Academy Drive are typically considered to have a capacity of 8,000 to 12,000 vehicles per day. Traffic counts conducted by both K-H and KLOA suggest that approximately 2,000 vehicles, generated both by LFA and AW, normally use the roadway daily. As such, Academy Drive is able to reasonably accommodate the traffic currently being generated and any potential increases that may be possible in the future.
- One AW homeowner submitted a public letter asserting that "The route 60 and Academy drive [*sic*] is one of the most dangerous intersections in Illinois. Many tragic accidents and deaths have occurred at this intersection." The AW traffic study asserted that "Academy Drive between I-60 and Faculty Circle is listed in IDOT's 2014 Local Five Percent Report." As noted above, based on its investigation to date, LFA believes the mention of Academy Drive in that report is due to erroneous coding of an accident which actually occurred on Illinois Route 60. Two newspaper reports of the accident demonstrate a pickup truck travelling east on Route 60 was struck in a head-on collision with a semi-

tractor trailer traveling west on Route 60.<sup>18</sup> One report identified its source as LFPD's Deputy Chief. K-H and LFA are working to remove any reference to Academy Drive in the IDOT 2014 Local Five Percent Report.

The recent traffic studies offered several safety ideas that LFA feels are very positive and will attempt to undertake. Those actions include:

- Jogger/Walker Path – LFA wishes to collaborate with AW to construct a pathway from Corbin Circle along Academy Drive to the existing pathway at the northeast corner of East Lake. LFA believes this pathway is an excellent idea. This will result in a clear pathway from campus to Illinois Route 60 that would take all pedestrians, joggers and/or bikers off Academy Drive itself. LFA will need the participation and cooperation of AW to complete this project because a considerable portion of the proposed path location is on AW common ownership property.
- Increased Signage – LFA intends to install additional signage along Academy Drive, including Chevron Alignment signs on the curve entering campus.
- Tree Trimming – With the approval of AW, LFA will trim vegetation on the north side of Academy Drive at the intersection of Academy Woods Drive to improve visibility for drivers turning left (eastbound) onto Academy Drive from Academy Woods Drive.
- Centerline Painting – LFA intends to refresh the double yellow centerline on Academy Drive.

### Parking

- Currently LFA has 415 designated parking places on campus. This is more than adequate to handle virtually all of LFA's parking needs. In a normal year there are only a few times that parking requires resort to grassy areas used only on special occasions. These include graduation, parents' weekend and College Night. For these events excess vehicles use the grass area of LFA's property south of Wood House Drive and west of the baseball field. No rental activity occurs on those days. LFA will, on a best efforts basis, limit parking in this area.

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<sup>18</sup> The two newspaper reports are attached together as Exhibit K.

- Parking for all large events is managed by LFA Security to assure vehicles are parked in approved areas. Valet parking is also used for most weddings.
- At the request of AW, LFA has made changes to its parking procedures to minimize the effect on the AW homeowners. In the last 12 months LFA has prohibited any parking for baseball game spectators on the grassy areas west of the baseball field that LFA owns; LFA has posted and enforced no parking on the grass area south of Warner Drive and north of Academy Woods, also LFA's property; and LFA has prohibited bus parking along Caxy Drive.
- LFA intends to continue managing its rental program so no event or combination of events will result in parking needs that exceed the school's designated parking area capacity. In any unanticipated circumstance where this becomes a possibility, LFA will require and provide off-site parking to address the excess.

### **Secondary Access**

A secondary access road to LFA has been discussed for many years. All parties involved in the process and affected by the outcome understand the complexity of the question. The lack of a secondary access route was the topic of several comments from Academy Woods participants at the recent ZBA meeting. LFA would make the following points to update all parties.

- Currently there are two practical – albeit problematic – alternatives for a secondary access road. The first, exiting north through the Chicago Bears property, would be prohibitively expensive due to the cost of constructing the likely route through wetland areas and due to LFA's contractual cost with the Bears. The second alternative would be a route west from LFA's western border along the southern border of the Abbott property in the Conway office park. LFA continues to have conversations with Abbott regarding such an easement, but to date Abbott has expressed neither interest nor willingness to entertain such an arrangement.
- An open secondary access route has both positive and negative attributes. While the benefits to LFA and Academy Woods are clear, traffic generated by the Conway office park developments is

enormous. Neither LFA nor AW would want this traffic driving through LFA and AW properties as an alternative to using currently available, very heavily traveled access roads for that commercial development.

- While a secondary access is desirable as an ultimate solution, emergency vehicle access in the short term would likely still be possible even if an accident were to take place along Academy Drive. In an emergency situation, these vehicles could likely mount the curb and use the right of way adjacent to the roadway or travel across the baseball field to gain access to LFA and AW.
- LFA will continue to work on this issue with the City of Lake Forest, the Chicago Bears and Abbott. It is LFA's view that the optimal solution would be a gated limited access secondary route that could be used only for emergency purposes.

### **Communications with Academy Woods**

LFA is and will continue to be committed to having a positive and constructive neighborly relationship with AW. As can be seen in the Report to Residents attached as Exhibit J, the relationship has been positive at times over the years. Anecdotally, there are many times when LFA folks meet with AW family members on LFA's campus as they jog, walk their dogs or just enjoy the special space. The AW residents frequently comment on what a unique, pleasant place they live in. That being said, starting in early 2015 LFA embraced the goal of improving the relationship. Accomplishments in that direction in the last 15 months include:

- The Chair of LFA's Board of Trustees' Property Committee reached out to the AW Board President to establish a direct line of communication on all issues of importance to either party. Communication has been active.
- LFA changed its administrative responsibility for its relationship with AW to the Associate Head of School creating another positive communication channel between the two neighbors.
- The LFA Property Committee Chair made a presentation to the AW 2015 Annual Meeting outlining the current status of LFA's activities and plans as well as its academic and financial health. At

that meeting there was a healthy question and answer session with the residents.

- During 2015 communication for most of the year was very active. LFA's Associate Head of School as well as its Property Committee Chair met 10 times on a face-to face basis with AW's President to discuss a host of matters of common interest. Out of those meetings many positive actions were taken, including LFA's posting "No Parking" signs on Warner Drive; LFA's closing off Wood House Drive during home baseball games to address AW concerns about spectator parking; LFA's repainting the roofs of its baseball dugouts to reduce glare to AW residents; LFA's planting of arborvitae, spruce and juniper at the baseball field for AW's benefit; LFA's removal of the protective padding on its baseball field fence; LFA's accelerating its dead tree removal efforts; and LFA's prohibiting bus parking along Caxy Drive.
- LFA and AW actively communicate via email regarding events on campus as well as any issues that require immediate attention. Email volume has been substantial covering many topics.
- LFA included communicating with AW as a key component in its Master Plan process. Prior to actually drafting the Plan, LFA discussed many of its components with AW throughout the summer of 2015. LFA shared with AW its time line for the actual Master Plan application process and scheduled two update meetings with AW to discuss its issues, concerns and suggestions to help create a better application. These conversations at times were frustrating as AW often expressed unequivocal, unqualified and absolute objections on issues without offering specific fact-based evidence or data to support its objections or suggestions how changes could ameliorate the concerns expressed.

LFA remains committed to maintaining a positive relationship with AW. There are many issues both in the proposed plan and in just being good neighbors over time that require a positive, neighborly relationship.

## **Conclusion**

Through this Addendum LFA has tried to effectively address all of the concerns voiced by ZBA Board Members as well as the questions and concerns of the City's Staff Comments and Recommendation

memorandum of February 22, 2016. Of equal importance, LFA hopes the Addendum provides information for AW to better understand LFA and its positions on the issues generating conflict. Further LFA hopes it is clear to AW that LFA is committed to maintaining a beautiful, safe environment for the entire neighborhood and all its residents. LFA is a unique, historic institution of tremendous value to all members of the community, including LFA families, its students, AW families and Lake Forest in general. The Master Plan extension has been crafted to envision what is necessary for LFA to continue to improve its position as a leading institution of secondary education. A healthy, successful LFA is the optimal outcome for all.