



Village of Winnetka

Village Council Regular Meeting

February 21, 2023 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Quorum**
 - a. March 7, 2023 Regular Meeting
 - b. March 14, 2023 Study Session
 - c. March 21, 2023 Regular Meeting
- 4. Public Comments**
- 5. Reports**
- 6. Approval of Consent Agenda**
- 7. Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. January 31, 2023 Special Meeting
 - ii. January 31, 2023 Special Study Session
 - iii. February 7, 2023 Regular Meeting
 - b. Approval of Warrant List Dated January 27, 2023 - February 9, 2023
 - c. Resolution No. R-23-2023: Approving a Contract with Rubino Engineering, Inc. for Material Testing Services (Adoption)
 - d. Resolution No. R-24-2023: Approving an Outdoor Dining Agreement with Paradise Foods Italia LLC dba Tocco (Adoption)
 - e. Resolution No. R-25-2023: Approving an Outdoor Dining Agreement with Good Grapes (Adoption)
 - f. Resolution No. R-26-2023: Approving a Non-exclusive License Agreement for the Use of the Elm Street Train Station Parking Lot and Station Park for a Farmers Market (Adoption)
 - g. Resolution No. R-27-2023: Authorizing an Extension of the Agreement with Christy Webber & Company for the Commercial District Floral Program (Adoption)
 - h. Resolution No. R-28-2023: Awarding a Contract to St. Aubin Nursery & Landscape Group, Inc. for the Purchase and Planting of Parkway Trees (Adoption)
 - i. Resolution No. R-29-2023: Waiving Bidding and Approving the Purchase of Pedestrian Lighting from KSA Lighting & Controls Inc (Adoption)

- j. Approval of Annual Outdoor Seating Area Permits (Adoption)

8. Ordinances and Resolutions

- a. Ordinance No. M-04-2023: 232 Sheridan - GFA, Corner & Rear Yard Setback Variations (Introduction)
- b. Ordinance No. MC-03-2023: Amending Chapter 13.08 of the Winnetka Village Code Concerning Interconnection of Renewable Energy Sources (Introduction)
- c. Resolution No. R-30-2023: Amending Resolution No. R-117-2022 to Amend the Method of Calculating Renewable Energy Production Credits (Introduction)

9. Old Business

10. New Business

11. Appointments

12. Closed Session

13. Adjournment

NOTICE

All agenda materials are available at villageofwinnetka.org (*Governance > Agendas & Minutes*); the *Reference Desk at the Winnetka Library*; or in the *Manager's Office at Village Hall (2nd floor)*.

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

**MINUTES
WINNETKA VILLAGE COUNCIL
SPECIAL MEETING**

January 31, 2023

(Approved: xx)

A record of a legally convened Special Meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, January 31, 2023, at 6:15 PM.

- 1) Call to Order. Village President Chris Rintz called the meeting to order at 6:17 p.m. Present: Trustees Rob Apatoff, Andy Cripe, Tina Dalman, Bob Dearborn, and Kim Handler. Absent: Trustee John Swierk. Also Present: Village Manager Robert M. Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, and 1 persons in the audience.

Trustee Swierk enters at 6:19 pm.

- 2) Public Comment.

- i) Ted Wynnynchenko addresses Council on matters relating to the Open Meetings Act and legal action.

- 3) Closed Session for the Purpose of Discussing Probable or Imminent Litigation Pursuant to Section 2(c)(11) of the Open Meetings.

Trustee Handler, seconded by Trustee Apatoff, moved to adjourn to Closed Session for the Purpose of Discussing Probable or Imminent Litigation Pursuant to Section 2(c)(11) of the Open Meetings Act and to adjourn the Open Meeting automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business or comments. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: None.

The Council adjourned into Closed Session at 6:20 PM.

- 4) Adjournment. The Special Closed Session meeting ended at 6:45 p.m.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
SPECIAL STUDY SESSION
January 31, 2023**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, January 31, 2023, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:03 PM. Manager Bahan called the roll of the Village Council. Present: Trustees Rob Apatoff, Andy Cripe, Tina Dalman, Bob Dearborn, Kim Handler, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Deputy Village Clerk Berina Gradjan, Community Development Director David Schoon, Assistant Community Development Director Ann Klaassen, Community Development Building & Code Enforcement Manager Davorka Kirincic, Engineering Director Jim Bernahl, and approximately 49 persons in the audience.

- 2) Public Comment.

Ted Wynnychenko addresses Council regarding lakefront matters.

- 3) Lakefront Regulations Discussion and Direction – Continued.

President Rintz indicates that Council will continue discussing matters related to existing zoning, development, and engineering regulations regarding the lakefront.

Trustee Cripe emphasizes the importance of respecting both the lakefront homeowners privacy as well as the health, safety, and welfare of the public accessing the lakefront.

Trustee Cripe presents information regarding lakefront regulations currently established in the existing Village Code, enforcement of required permits for fences, walls, and impermeable surfaces along the lakefront, maintenance duties protecting the safety of the public, landscaping regulations on private premises, public nuisance related matters, variance standards, and matters addressing public safety and public health.

Council commends Trustee Cripe's informative presentation regarding existing lakefront regulations.

While Council recognizes that there is a lack of clarity regarding lakefront rules, regulations, and enforcement measures in the existing Village Code, Council consensus is to implement clarification and guidance and continue to be proactive with constructive conversations related to the lakefront.

Trustee Dalman emphasizes that study sessions are used for educational purposes and opportunities to express concerns, thoughts, and feedback for topics of discussion.

Council discusses matters related to permitting processes, zoning code regulations and improvements, variances, and lakefront standards.

Trustee Dearborn suggests that the Village implement enforcement measures for permit review and approval while the Village Code is in the process of being amended. Council indicates the importance of proceeding with constructive engagement with both lakefront homeowners and the community at large.

Trustee Dalman encourages members of the public to utilize the Village website for information and subscribe to the E-Newsletter to stay up-to-date with Village news and current issues.

Village Attorney Peter Friedman indicates that any amendments related to the Village Code will be brought before Council for review.

Public Comment

Dall Frank commends the work of Village Council and encourages Council to consider including lakefront homeowners in draft ordinances, provisions, and direction.

John Edwardson emphasizes the importance of communication between Council and members of the public and encourages Council to work diligently with the Illinois Department of Natural Resources and the U.S. Army Corps of Engineers.

Christina Codo commends Council on their work and the informative material provided for members of the public.

Warren James expresses concerns related to lakefront matters and Park District involvement.

Jim Rowland encourages Council to survey Winnetka residents on various issues.

Susie Schreiber addresses Council on matters related to the Lake Michigan Lakewide Management Plan.

David Stevens addresses Council on matters related to lakefront concerns and issues.

Katie Stevens encourages Council to exercise their jurisdiction and enforcement related to beach access.

Steve Ginison expresses concerns related to lakefront matters.

- 4) Adjournment. Trustee Cripe, seconded by Trustee Apatoff, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:12 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
February 7, 2023**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, February 7, 2023, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:06 PM. Village Manager Bahan called the roll. Present: Trustees Rob Apatoff, Andy Cripe, Tina Dalman, Robert Dearborn, Kim Handler, and John Swierk. Absent: None. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, Community Development Director David Schoon, Engineering Director Jim Bernahl, Assistant Village Engineer Emily Grimm, Civil Engineer Obaid Khalid, and approximately 3 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) February 14, 2023 Study Session - Canceled
 - b) February 21, 2023 Regular Meeting All of the Council members present said they expect to attend.
 - c) March 7, 2023 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Dearborn, who stated that he will not be in attendance.
- 4) Public Comment.
 - i) Irene Smith commends Council on the informative study session regarding lakefront regulations and addresses Council on matters regarding Centennial Park.
 - ii) Ted Wynnychenko addresses Council on concerns related to the lakefront.
 - iii) Jim King commends Council on the continued progress regarding Streetscape and Stormwater and addresses Council on matters related to underground and overhead utilities.
 - iv) Katie Stevens addresses Council on concerns related to the lakefront.
- 5) Reports:
 - a) Trustees.
 - i) Trustee Dalman states that there will be a special Plan Commission meeting regarding the Comprehensive Plan on Wednesday, February 15, 2023.
 - ii) Trustee Dearborn addresses Council on matters related to preservation awards, weekly electronic mailings, and North Shore Country Day School renovations.
 - b) Attorney. None.
 - c) Manager. None.

d) Village President.

President Rintz provides clarity on transparency regarding lakefront matters.

6) Approval of the Agenda.

Trustee Cripe, seconded by Trustee Apatoff, moved to approve the Agenda. By voice vote, the motion carried.

7) Consent Agenda

a) Approval of Village Council Minutes.

- i) January 3, 2023 Regular Meeting
- ii) January 10, 2023 Study Session
- iii) January 17, 2023 Regular Meeting

b) Approval of Warrant List dated January 13, 2023 – February 2, 2023 in the amount of \$3,827,681.71.

c) Resolution No. R-14-2023: Approval of Collective Bargaining Agreement – International Association of Firefighters (Adoption)

d) Resolution No. R-15-2023: MABAS Intergovernmental Agreement Renewal (Adoption)

e) Resolution No. R-18-2023: Rejecting all Bids, Waiving Bidding Requirements and Awarding a Contract to Weg Transformers USA, LLC for a 750 kVA Pad Mount Transformer (Adoption)

f) Resolution No. No. R-22-2023: Purchase of Two Police Squad Cars (Adoption)

Trustee Dalman, seconded by Trustee Cripe, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: None.

8) Ordinances and Resolutions.

a) Ordinance No. M-02-2023: 484 & 488 Elder – Plat of Consolidation (Introduction/Adoption)

Community Development Director David Schoon informs Council of a request submitted by the applicants approving a final plat of subdivision and a zoning variation that would consolidate the two existing lots into one single lot. If approved, the applicant intends to demolish the residence at 488 Elder Lane, consolidate the two existing lots, and construct an addition to the residential at 484 Elder Lane.

Council discusses matters regarding parking, property easements, landscaping concerns, and variations.

Trustee Handler, seconded by Trustee Dalman, moved to introduce Ordinance No. M-02-2023. By voice vote, the motion carried.

Trustee Apatoff, seconded by Trustee Dalman, moved to adopt Ordinance No. M-02-2023. By roll call vote, the motion carried. Ayes: Trustee Apatoff, Cripe, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: None. Abstain: None.

b) Resolution No. R-19-2023: Award Streetscape Phase 5 Contract (Adoption)

Assistant Village Engineer Emily Grimm informs Council on the scope of work related to Streetscape Phase 5 including location of work, awarding of contract to A Lamp Concrete Contractors, budget related matters, and the projected start date.

Council discusses matters related to budgeting, project costs, and planters.

Trustee Cripe, seconded by Trustee Apatoff, moved to adopt Resolution No. R-19-2023. By roll call vote, the motion carried. Ayes: Trustee Apatoff, Cripe, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: None.

c) Resolution No. R-20-2023: Award Annual Street Rehab Program Contract (Adoption)

Civil Engineer Obaid Khalid states that the Street Rehabilitation Project is performed annually to improve roadway infrastructure maintenance and that the contract will include the Village's Hot Mix Asphalt and Portland Cement Concrete Patching Programs.

Obaid Khalid informs Council of the project roadmap, budget related matters, bid process, and the Village's residential outreach plan for updates regarding the construction project.

Council discusses patching repair concerns, projected budget costs, and residential lead service line replacement concerns.

Water & Electric Director Brian Keys informs Council of anticipated costs related to private property lead service line replacements, provides information related to Community Development's voluntary program, and information pertaining to waivers.

Trustee Cripe, seconded by Trustee Dalman, moved to adopt Resolution No. R-20-2023. By roll call vote, the motion carried. Ayes: Trustee Apatoff, Cripe, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: None.

d) Resolution No. R-21-2023: Award of Hibbard Preserve Stormwater Contract (Adoption)

Engineering Director Jim Bernahl provides Council historical information related to the Hibbard Preserve project, scope of work, project elements, compliance components with Cook County Forest Preserve Intergovernmental Agreement, bid submittals, and project budgeting.

Finance Director Tim Sloth informs Council on budget source tracking related to project funds.

Council discusses projected project costs, unfunded expenses, budget related matters, and grant funding.

President Rintz urges staff to make sure that third party contractors are on schedule and meeting performance standards.

Trustee Cripe, seconded by Trustee Apatoff, moved to adopt Resolution No. R-21-2023. By roll call vote, the motion carried. Ayes: Trustee Apatoff, Cripe, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: None.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session: None.

13) Adjournment. President Rintz asks for call to adjourn. Trustee Dearborn, seconded by Trustee Apatoff, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:41 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated January 27, 2023 - February 9, 2023

PRESENTER: Robert M. Bahan

AGENDA DATE: February 21, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated January 27, 2023 - February 9, 2023

RECOMMENDATION:

Consider approving the Warrant List Dated January 27, 2023 - February 9, 2023

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-23-2023: Approving a Contract with Rubino Engineering, Inc. for Material Testing Services (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: February 21, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The FY 2023 budget includes \$25,000 in account 100.35.21-552 for soil/material testing.

EXECUTIVE SUMMARY:

Material testing services are performed on a regular basis on various items such as soils, asphalt, and concrete and are required as part of standard disposal or permitting requirements.

Staff issued a request for proposal from material testing firms in the region to perform this work. Similar to other standard Village professional service contracts, staff is proposing that the material testing service contract be issued as a multi-year agreement. The terms of this contract will be for a minimum of three years with two optional, single year extensions based on performance. This will assist staff with coordinating ongoing testing services and ensure the Village is receiving the most competitive fee for the work performed.

The Village received four proposals from the following firms for professional services, each proposal offering prices for various testing services.

1. Rubino Engineering, Inc
2. Testing Service Corporation
3. SEECO Consultants
4. Soil and Material Consultants, Inc

Staff analyzes the proposal costs and minimum charges with a mock scenario of various testing materials and quantities to ensure the most economical firm is chosen. Based on this analysis, Rubino Engineering, Inc. offered the lowest cost proposal.

Rubino Engineering, Inc. currently provides material testing services for the Village and staff anticipates that they will continue to provide consistent, and cost effective material testing services.

RECOMMENDATION:

Consider adopting Resolution No. R-23-2023, approving a multiyear contract with Rubino Engineering Inc. to perform material testing services for an annual budgeted amount of \$25,000, with a maximum term of five-years for a total not to exceed the amount of \$125,000.

ATTACHMENTS:

1. Resolution No. R-23-2023: Approving a Contract with Rubino Engineering, Inc. for Material Testing Services

RESOLUTION NO. R-23-2023

**A RESOLUTION APPROVING A CONTRACT WITH
RUBINO ENGINEERING, INC. FOR MATERIAL TESTING SERVICES**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka ("***Village***") to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village issued a request for proposals for material testing services to satisfy various disposal or permitting requirements ("***Services***"); and

WHEREAS, the Village received four proposals ("***Proposals***") for the provision of the Services to the Village; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, Rubino Engineering, Inc. ("***Contractor***"), was submitted the proposal that best satisfies the needs of the Village; and

WHEREAS, the Village Council desires to enter into a contract with Contractor ("***Agreement***") for Contractor to provide the Services for a period of three years, with an option to renew for two additional one-year periods ("***Renewal Options***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Agreement with Contractor;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement with Contractor in substantially the same form as attached as **Exhibit A** and a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement will, at the option of the Village Council, be null and void.

SECTION 4: AUTHORIZATION FOR RENEWAL OPTIONS. The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, the Renewal Options if (a) the Village Manager determines, in their discretion, that the Renewal Options are favorable

to the Village; and (b) the Renewal Options is substantially similar to the Renewal Options in the Agreement attached to this Resolution. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute any Renewal Options.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 21st day of February, 2023, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

January 31, 2023

To: Obaid Khalid
 Village of Winnetka PW Dept.
 1390 Willow Road
 Winnetka, Illinois 60093

Re: 2023-2025 Soil & Construction Material
 Testing Services
 Village of Winnetka

Rubino Proposal No. Q22.633

Via email: okhalid@winnetka.org

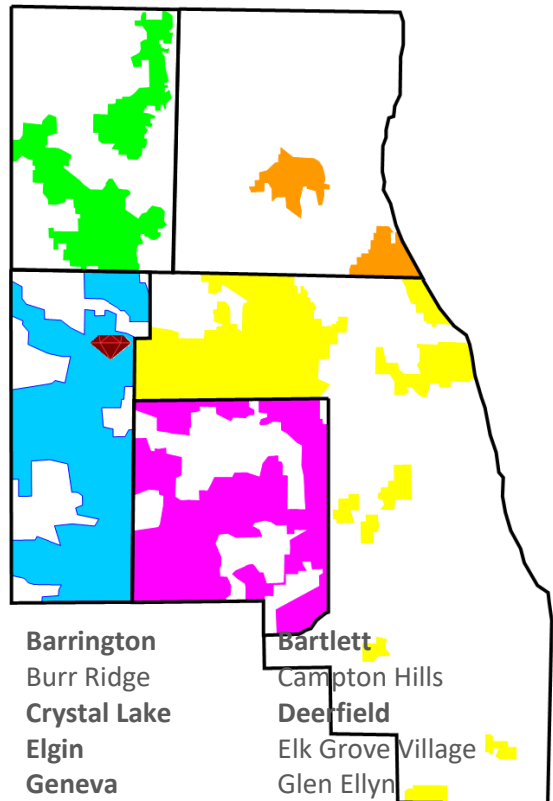
Dear Mr. Khalid,

Rubino Engineering, Inc. is pleased to submit the following information about our firm in response to your email on Dec. 27, 2022 indicating the Village's request for a multi-year contract for 2023-2025.

Rubino understands the Village of Winnetka is seeking a firm to perform QA HMA and concrete testing services, CCDD testing, geotechnical drilling and engineering, and pavement coring for a variety of municipal projects in the Village including:

- Water main and sewer replacement
- Street rehabilitation
- Sidewalk/curb replacement

Rubino was started by Michelle Lipinski, PE with 3 other employees in 2009. Currently, Rubino has 16 employees and is steadily growing. Rubino has had the privilege to work for the Village of Winnetka for the last 3 years, as well as the following municipalities listed below and highlighted on the Chicago county map to the right:



Algonquin	Arlington Heights	Aurora	Barrington	Bartlett
Batavia	Bensenville	Brookfield	Burr Ridge	Campton Hills
Carpentersville	Cary	Clarendon Hills	Crystal Lake	Deerfield
DeKalb	East Dundee	Elburn	Elgin	Elk Grove Village
Elmhurst	Evanston	Forest Park	Geneva	Glen Ellyn
Glencoe	Glenwood	Hampshire	Hanover Park	Harvard
Highland Park	Hinckley	Hoffman Estates	Homer Glen	Itasca
Johnsburg	Lake in the Hills	Libertyville	Lilly Lake	Lombard
McHenry	Mt. Prospect	Montgomery	Mundelein	Naperville
Niles	North Aurora	Oak Brook	Oak Park	Oswego
Palatine	Palos Park	Pingree Grove	Richton Park	Rockford
Rolling Meadows	Romeoville	Roselle	Schaumburg	Skokie
Sleepy Hollow	Somonauk	South Elgin	Spring Grove	St. Charles
Streamwood	Sugar Grove	Warrenville	West Chicago	Westchester
Westmont	Wheaton	Winnetka	Woodridge	Woodstock
Wood Dale	Yorkville			

COMPANY STAFFING AND REFERENCES

QA Testing / MFT References

- City of Elgin
 - Ron Rudd (847) 697-3160
- Village of Algonquin
 - Bob Mitchard (847) 658-2700
- Village of Bartlett
 - Dan Dinges (630) 837-0811
- Village of Winnetka
 - Jim Bernahl (847) 716-3568

Seth Rickert
 Laboratory
 Coordinator

Jenna Charak
 Project Administrator
 QA Material Testing

Laura Lockard
 Executive Admin

Heather Schellerer
 Accounting

**Local 150
 Technicians (see
 org chart for Quals):**

**Chris Petersen
 Andy Rhoton
 Cassandra Twait
 Theresa Lorenzey
 Bhavin Patadiya
 Billy Wright**

QA Testing / MFT Scope

- Field HMA Nuclear Density
- Lab HMA – Big “D”, Little “d”, A/C Content
- Field HMA / PCC Plant Inspection
- Field Concrete Testing – Slump, Air, Temp
- Lab Concrete– Compressive Strength

CCDD Scope

- Field Geoprobe or Hand Auger Sampling
- Field Stockpile Sampling
- Laboratory pH (LPC – Form 662)
- Laboratory Analytical (LPC – Form 663)
- Stamped CCDD Certification – 662 & 663
- CCDD Facility Pre-Approval Letter

Michelle Lipinski, PE
 President

Justin Watrobka, EI
 Project Engineer / Operations

Sabina Schmid, EI
 Staff Engineer

Matthew Kurz, EI
 Staff Engineer

Pavement Core / Geotechnical Scope

- Field Drilling, SPT Testing, Sampling
- Pavement Core, IBV Testing, Core Reporting
- Laboratory Geotechnical Testing – moisture, Atterberg, Grain Size, Organic, Unconfined Strength
- Engineering – Road Reconstruction, Subgrade Stability, Utility Construction, Pavement Recommendations, Slope Stability, Geotechnical Recommendations to support Buildings and Structures

CCDD References

- Village of Schaumburg
 - Mike Hall (847) 895-7100
- Village of Niles
 - Robert Rado (847) 588-7900
- City of Highland Park
 - Manny Gomez (847) 432-0807
- Village of Lombard
 - Ray Schwab (630) 620-5979

Anthony Tomaras - Project Manager
Jonathan Ignarski - Geologist
Holly Gregorich – Geologist
Parth Patel – Soil Scientist
David Lewandowski, PE – S.Engineer
Myrna Fleege - Geo Project Admin/Lab

Pavement Core / Geotechnical References

- Village of Carpentersville
 - Ted Bergeson (847) 836-2464
- Village of Oswego
 - Jennifer Hughes (630) 554-3242
- Village of Hanover Park
 - T.J. Moore (630) 823-5600
- Village of Libertyville
 - Fred Chung (847) 918-2100



Schedule of Fees 2023-2025

AGGREGATE, SOIL AND PAVEMENT MATERIALS		
<u>Field Testing</u>	Cost	Unit
Technician	\$98.00	Hour
Technician with Nuclear Gauge	\$385.00	Day minimum
Materials Pick Up	\$95.00	Hour
Project Engineer	\$95.00	Hour
<u>Laboratory Testing</u>	Cost	Unit
Moisture Content	\$6.00	Each
Organic Content	\$10.00	Each
Sieve Analysis – Washed	\$45.00	Each
Hydrometer Analysis	\$75.00	Each
Atterberg Limits	\$50.00	Each
Standard Proctor	\$175.00	Each
Modified Proctor	\$195.00	Each
Illinois Bearing Ratio	\$325.00	Each
pH Determination	\$15.00	Each
CCDD 663 Analytical	\$650.00	Each
<u>Engineering</u>	Cost	Unit
Senior Engineer (P.E.) - Includes project administration, field/laboratory engineering, consultation and report review.	\$120.00	Hour
Project Engineer	\$98.00	Hour
PAVEMENT MATERIALS		
Boring Layout	\$98.00	Hour
Utility Location	\$45.00	Hour
Drilling	\$29.00	Foot
Split Barrel Sampling	\$5.00	Each
Pavement Coring	\$105.00	Hour
Senior Engineer (P.E.) - Includes project administration, field /laboratory engineering, mix design review, consultation, and report review.	\$130.00	Hour
Project Engineer	\$98.00	Hour
BITUMINOUS CONCRETE		
<u>Plant Testing</u>	Cost	Unit
Technician	\$98.00	Hour
<u>Field Testing</u>	Cost	Unit
Technician with Nuclear Gauge	\$105.00	Hour
<u>Laboratory Testing</u>	Cost	Unit
Asphalt Content (ignition)	\$90.00	Each
Bulk Specific Gravity (gyratory)	\$95.00	Each
Maximum Specific Gravity	\$85.00	Each
Unit Weight – Cores	\$25.00	Each
<u>Engineering</u>	Cost	Unit

Senior Engineer (P.E.) – Includes project administration, field /laboratory engineering, mix design review, consultation and report review.	\$120.00	Hour
Project Engineer	\$98.00	Hour
PORTLAND CEMENT CONCRETE		
<u>Plant Testing</u>	Cost	Unit
Technician	\$98.00	Hour
<u>Field Testing</u>	Cost	Unit
Technician – Includes slump, air and casting cylinders	\$98.00	Hour
Cylinder Pick-Up	\$95.00	Hour
<u>Laboratory Testing</u>	Cost	Unit
Cylinder Compressive Strength	\$16.00	Each
<u>Engineering</u>	Cost	Unit
Senior Engineer (P.E.) – Includes project administration, field /laboratory engineering, mix design review, consultation and report review.	\$120.00	Hour
Project Engineer	\$98.00	Hour

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate for overtime, and 2.0 times the applicable rate for Sundays and Holidays.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A vehicle charge of \$65 per day applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

CLOSING

Rubino prides ourselves on high quality customer service and quick response times to client needs. We are constantly striving to improve our client service including hiring additional support staff and implementing new computer and accounting programs to aid in proper project closeout.

Rubino appreciates the experience we have gained working for the Village of Winnetka, as well as the opportunity to offer our services for the upcoming seasons. Please contact me with questions pertaining to this proposal.

Respectfully submitted,

RUBINO ENGINEERING, INC.

Michelle A. Lipinski, PE
President
michelle.lipinski@rubinoeng.com
(847) 931-1555 x101
(708) 214-2425 cell

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED - QA & GEOTECHNICAL
IDOT DBE-CERTIFIED
CITY OF CHICAGO WBE

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS	_____	DAY OF	_____	, 20__.
BY (please print):	_____			
TITLE:	_____			
COMPANY:	_____			
SIGNATURE:	_____			

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No.: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____

IDOT Section No.: _____	IDOT Contract No.: _____
IDOT Route No.: _____	County: _____
IDOT Job No.: _____	IDOT Project No.: _____
City: _____	QC Plan(s) Attached: ☐

7. Invoicing Address: _____

Attn: _____
Email: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal. Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Rubino Engineering, Inc. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s work. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of work from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold RUBINO ENGINEERING, INC., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the work or if, upon embarking upon its work, Rubino Engineering, Inc. is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the work. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional work as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to do work hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client.

6. RESPONSIBILITY: Rubino Engineering, Inc.'s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. WARRANTY: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: Subject to the foregoing limitations, Rubino Engineering, Inc. agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of Rubino Engineering, Inc.'s negligence to the extent of RUBINO ENGINEERING, INC.'s negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Rubino Engineering, Inc., the party initiating such action shall pay to Rubino Engineering, Inc. the costs and expenses incurred by Rubino Engineering, Inc. to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Rubino Engineering, Inc. shall prevail in such suit.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation.

12. EMPLOYEES/WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena. Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

13. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA of within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

14. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

15. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



Agenda Item Executive Summary

TITLE: Resolution No. R-24-2023: Approving an Outdoor Dining Agreement with Paradise Foods Italia LLC dba Tocco (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: February 21, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

During 2020 and 2021, in response to the COVID-19 pandemic, expanded temporary outdoor seating was authorized, including the closure of Chestnut Court for outdoor dining.

In March 2022, the Council held a study session to review options for approval of the seasonal closure of public streets for outdoor dining. In June 2022, the Council approved an Outdoor Dining Agreement with Paradise Foods Italia LLC dba Tocco for use of the south side of Chestnut Court for outdoor dining in the summer and fall of 2022.

EXECUTIVE SUMMARY:

At the March 8, 2022 Village Council Study Session, Council reviewed various options for a new policy to consider and approve requests to close public streets for outdoor dining. Council consensus was to implement a new approval process for outdoor dining via a license agreement. This option balanced the efficiency and transparency of the approval process with the opportunity for public input. In addition, each request would be considered on its own merits, since some streets may not be suitable for closure due to traffic concerns and access to other businesses. Routine use of public sidewalks for outdoor dining will continue to be approved by the Council with the existing Outdoor Seating Permit process.

Paradise Foods Italia LLC dba Tocco has submitted a request to close the south side of Chestnut Court between April 1 and November 30, 2023 on Monday through Saturday from 5:00 PM to 10:00 PM, and on Sunday from 4:30 PM to 10:00 PM. The Village attorney has drafted an Outdoor Dining Agreement which contains provisions for insurance requirements - the Village is named as an additional insured with a minimum liability limit of \$1,000,000 per occurrence and \$2,000,000 for the general aggregate. An insurance certificate evidencing this coverage has been provided.

RECOMMENDATION:

Consider adoption of Resolution No. R-24-2023 approving an Outdoor Dining Agreement with Paradise Foods Italia LLC dba Tocco.

ATTACHMENTS:

1. Resolution No. R-24-2023 - Approving an Outdoor Dining Agreement with Tocco

RESOLUTION NO. R-24-2023

**A RESOLUTION APPROVING AN OUTDOOR DINING AGREEMENT WITH
PARADISE FOOD ITALIA LLC D/B/A TOCCO**

WHEREAS, the Village of Winnetka (“*Village*”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, Paradise Food Italia LLC (“*Restaurant*”) is the operator of the food and beverage establishment known as Tocco located at 507 Chestnut Street in the Village; and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption, within a portion of the public right-of-way, during the summer and fall of 2022 (“*Outdoor Service*”); and

WHEREAS, outdoor dining brings vitality to the Village’s downtown business districts; and

WHEREAS, the Village and Restaurant desire to enter into an Outdoor Dining Agreement to permit the Restaurant to provide Outdoor Service (“*Outdoor Dining Agreement*”); and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to enter into the Outdoor Dining Agreement with the Restaurant;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF OUTDOOR DINING AGREEMENT. The Village Council hereby approves the Outdoor Dining Agreement by and between the Village and Restaurant in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE OUTDOOR DINING AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Outdoor Dining Agreement.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this February 21, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

EXHIBIT A
OUTDOOR DINING AGREEMENT

February 21, 2023

R-24-2023

OUTDOOR DINING AGREEMENT

THIS OUTDOOR DINING AGREEMENT ("Agreement"), dated as of this 21 day of February, 2023, ("**Effective Date**"), by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **PARADISE FOOD ITALIA LLC**, an Illinois limited liability company ("**Restaurant**").

WITNESSETH:

WHEREAS, outdoor dining brings a vitality to the Village's downtown business districts; and

WHEREAS, the Restaurant is the operator of the Food and Beverage Establishment – Tocco located at 507 Chestnut Street in the Village ("**Property**"); and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption ("**Outdoor Service**") during the spring, summer, and fall of 2023; and

WHEREAS, the Village Council has approved the Restaurant's request to use a portion of the public right-of-way for Outdoor Service provided that the Restaurant execute and agree to the terms of this Agreement;

NOW, THEREFORE, the Restaurant voluntarily declares that the Property, the Outdoor Service Area (as defined below), all portions thereof, and all improvements constructed thereon or therein, are and shall be held, used, and occupied subject to the following restrictions and provisions:

1. Outdoor Service shall be provided only on the area depicted in **Exhibit A** ("**Outdoor Service Area**").

2. The Restaurant acknowledges and agrees that in providing Outdoor Service, it will comply with all applicable federal, State, and local laws, statutes, ordinances, regulations, and orders, including, without limitation, any operational guidance concerning Outdoor Service promulgated by the Governor, Illinois Department of Public Health, Illinois Department of Commerce and Economic Opportunity, or other State agency (collectively, "**Requirements of Law**").

3. The Restaurant acknowledges and agrees that, by allowing the Restaurant to provide Outdoor Service in the Outdoor Service Area, the Village is not vesting any rights in the Restaurant to any additional zoning or permit approvals, regardless of expenditures incurred by the Restaurant in improving the Outdoor Service Area.

4. The Restaurant acknowledges and agrees that it may setup and use for Outdoor Service the Outdoor Service Area only during the following times between the following dates April 1, 2023 and November 30, 2023:

- Monday through Saturday: 5:00 p.m. to 10:00 p.m.
- Sunday: 4:30 p.m. to 10:00 p.m.

(collectively, "**Permitted Times**".) The Restaurant may not place, setup, store, or use any of its tables, chairs, or other personal property on the Outdoor Service Area during any time except during the Permitted Times.

5. The Restaurant acknowledges and agrees that: (i) it has confirmed that its general liability insurance, and if it serves alcohol, its dram shop insurance, provides coverage for Outdoor Service in the Outdoor Service Area; and (ii) it will maintain such insurance during all times it engages in Outdoor Service.

6. The Restaurant shall not be allowed to park or use any food trucks, trailers, or other vehicles to prepare or serve food or beverages in or near the Outdoor Service Area without the prior written approval of the Village and compliance with all permitting and other regulations of the Village.

7. The Restaurant hereby agrees to release, indemnify, and hold harmless the Village, its agents, servants, officials, attorneys, and employees from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, liabilities, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, arising out of, occasioned by, connected with, or in any way attributable to: (a) this Agreement; (b) any action or inaction taken by the Village pursuant to or in connection with this Agreement or the use of the Outdoor Service Area for Outdoor Service; or (c) the operation of the Property and/or the Outdoor Service Area during the COVID-19 pandemic.

8. Applicant must provide a policy of insurance that names the Village of Winnetka as an additional insured with Applicant, with minimum liability limits of \$2,000,000 for the general aggregate and \$1,000,000 for each occurrence. The certificate of insurance must be approved by the Finance Director prior to utilizing the Outdoor Service Area.

9. The Restaurant acknowledges and agrees that:

A. The Village shall have the right at any time, in its absolute discretion, and without prior or written notice to the Restaurant: (i) to terminate this Agreement; (ii) to enforce any applicable Requirement of Law; (iii) to require the Restaurant to immediately terminate Outdoor Service and restore the Outdoor Service Area to its condition prior to its use for Outdoor Service at Restaurant's sole cost and expense, normal wear and tear excepted; and (iv) to adopt additional orders or ordinances which may impact the Restaurant's ability to provide Outdoor Service or use of the Outdoor Service Area.

B. The Restaurant will not challenge any actions taken by the Village in accordance with Section and 9.A of this Agreement.

10. The individual signing this Agreement represents and warrants that they have been authorized to sign this Agreement on behalf of the Restaurant and bind the Restaurant.

IN WITNESS WHEREOF, the Restaurant and the Village have caused this Agreement to be executed by duly authorized representatives on the date first above written.

PARADISE FOOD ITALIA LLC, an Illinois
limited liability company

By: _____

Its: _____

VILLAGE OF WINNETKA, an Illinois home
rule municipal corporation

By: _____
Robert Bahan, Village Manager

EXHIBIT A

DEPICTION OF AREA DESIGNATED FOR OUTDOOR SERVICE





Agenda Item Executive Summary

TITLE: Resolution No. R-25-2023: Approving an Outdoor Dining Agreement with Good Grapes (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: February 21, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

During 2020 and 2021, in response to the COVID-19 pandemic, expanded temporary outdoor seating was authorized, including the closure of Chestnut Court for outdoor dining. In March 2022, the Council held a study session to review options for approval of the seasonal closure of public streets for outdoor dining. In June 2022, the Council approved an Outdoor Dining Agreement with Good Grapes for use of the north side of Chestnut Court for outdoor dining in the summer and fall of 2022.

EXECUTIVE SUMMARY:

At the March 8, 2022 Village Council Study Session, Council reviewed various options for a new policy to consider and approve requests to close public streets for outdoor dining. Council consensus was to implement a new approval process for outdoor dining via a license agreement. This option balanced the efficiency and transparency of the approval process with the opportunity for public input. In addition, each request would be considered on its own merits, since some streets may not be suitable for closure due to traffic concerns and access to other businesses. Routine use of public sidewalks for outdoor dining will continue to be approved by the Council with the existing Outdoor Seating Permit process.

Good Grapes has submitted a request to close the north side of Chestnut Court between April 1 and November 30, 2023 on Monday through Saturday from 5:00 PM to 10:00 PM, and on Sunday from 4:30 PM to 10:00 PM. The Village attorney has drafted an Outdoor Dining Agreement which contains provisions for insurance requirements - the Village is named as an additional insured with a minimum liability limit of \$1,000,000 per occurrence and \$2,000,000 for the general aggregate. An insurance certificate evidencing this coverage has been provided.

RECOMMENDATION:

Consider adoption of Resolution No. R-25-2023, approving an Outdoor Dining Agreement with Good Grapes.

ATTACHMENTS:

1. Resolution No. R-25-2023 - Approving an Outdoor Dining Agreement with Good Grapes

RESOLUTION NO. R-25-2023

**A RESOLUTION APPROVING
AN OUTDOOR DINING AGREEMENT WITH GOOD GRAPES, LLC**

WHEREAS, the Village of Winnetka (“***Village***”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, Good Grapes, LLC (“***Restaurant***”) is the operator of the food and beverage establishment known as Good Grapes located at 821 Chestnut Court in the Village; and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption, within a portion of the public right-of-way, from April 1 to November 30, 2023 (“***Outdoor Service***”); and

WHEREAS, outdoor dining brings vitality to the Village’s downtown business districts; and

WHEREAS, the Village and Restaurant desire to enter into an Outdoor Dining Agreement to permit the Restaurant to provide Outdoor Service (“***Outdoor Dining Agreement***”); and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to enter into the Outdoor Dining Agreement with the Restaurant;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF OUTDOOR DINING AGREEMENT. The Village Council hereby approves the Outdoor Dining Agreement by and between the Village and Restaurant in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE OUTDOOR DINING AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Outdoor Dining Agreement.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this February 21, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

EXHIBIT A
OUTDOOR DINING AGREEMENT

OUTDOOR DINING AGREEMENT

THIS OUTDOOR DINING AGREEMENT ("**Agreement**"), dated as of this __21__ day of __February__, 2023, ("**Effective Date**"), by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **GOOD GRAPES, LLC**, an Illinois limited liability company ("**Restaurant**").

WITNESSETH:

WHEREAS, outdoor dining brings a vitality to the Village's downtown business districts; and

WHEREAS, the Restaurant is the operator of the Food and Beverage Establishment – Good Grapes located at 821 Chestnut Court in the Village ("**Property**"); and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption ("**Outdoor Service**") during the spring, summer, and fall of 2023; and

WHEREAS, the Village Council has approved the Restaurant's request to use a portion of the public right-of-way for Outdoor Service provided that the Restaurant execute and agree to the terms of this Agreement;

NOW, THEREFORE, the Restaurant voluntarily declares that the Property, the Outdoor Service Area (as defined below), all portions thereof, and all improvements constructed thereon or therein, are and shall be held, used, and occupied subject to the following restrictions and provisions:

1. Outdoor Service shall be provided only on the area depicted in **Exhibit A** ("**Outdoor Service Area**").

2. The Restaurant acknowledges and agrees that in providing Outdoor Service, it will comply with all applicable federal, State, and local laws, statutes, ordinances, regulations, and orders, including, without limitation, any operational guidance concerning Outdoor Service promulgated by the Governor, Illinois Department of Public Health, Illinois Department of Commerce and Economic Opportunity, or other State agency (collectively, "**Requirements of Law**").

3. The Restaurant acknowledges and agrees that, by allowing the Restaurant to provide Outdoor Service in the Outdoor Service Area, the Village is not vesting any rights in the Restaurant to any additional zoning or permit approvals, regardless of expenditures incurred by the Restaurant in improving the Outdoor Service Area.

4. The Restaurant acknowledges and agrees that it may setup and use for Outdoor Service the Outdoor Service Area only during the following times between the following dates April 1, 2023 and November 30, 2023:

- Monday through Saturday: 5:00 p.m. to 10:00 p.m.
- Sunday: 4:30 p.m. to 10:00 p.m.

(collectively, "**Permitted Times**".) The Restaurant may not place, setup, store, or use any of its tables, chairs, or other personal property on the Outdoor Service Area during any time except during the Permitted Times.

5. The Restaurant acknowledges and agrees that: (i) it has confirmed that its general liability insurance, and if it serves alcohol, its dram shop insurance, provides coverage for Outdoor Service in the Outdoor Service Area; and (ii) it will maintain such insurance during all times it engages in Outdoor Service.

6. The Restaurant shall not be allowed to park or use any food trucks, trailers, or other vehicles to prepare or serve food or beverages in or near the Outdoor Service Area without the prior written approval of the Village and compliance with all permitting and other regulations of the Village.

7. The Restaurant hereby agrees to release, indemnify, and hold harmless the Village, its agents, servants, officials, attorneys, and employees from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, liabilities, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, arising out of, occasioned by, connected with, or in any way attributable to: (a) this Agreement; (b) any action or inaction taken by the Village pursuant to or in connection with this Agreement or the use of the Outdoor Service Area for Outdoor Service; or (c) the operation of the Property and/or the Outdoor Service Area during the COVID-19 pandemic.

8. Applicant must provide a policy of insurance that names the Village of Winnetka as an additional insured with Applicant, with minimum liability limits of \$2,000,000 for the general aggregate and \$1,000,000 for each occurrence. The certificate of insurance must be approved by the Finance Director prior to utilizing the Outdoor Service Area.

9. The Restaurant acknowledges and agrees that:

A. The Village shall have the right at any time, in its absolute discretion, and without prior or written notice to the Restaurant: (i) to terminate this Agreement; (ii) to enforce any applicable Requirement of Law; (iii) to require the Restaurant to immediately terminate Outdoor Service and restore the Outdoor Service Area to its condition prior to its use for Outdoor Service at Restaurant's sole cost and expense, normal wear and tear excepted; and (iv) to adopt additional orders or ordinances which may impact the Restaurant's ability to provide Outdoor Service or use of the Outdoor Service Area.

B. The Restaurant will not challenge any actions taken by the Village in accordance with Section and 9.A of this Agreement.

10. The individual signing this Agreement represents and warrants that they have been authorized to sign this Agreement on behalf of the Restaurant and bind the Restaurant.

IN WITNESS WHEREOF, the Restaurant and the Village have caused this Agreement to be executed by duly authorized representatives on the date first above written.

GOOD GRAPES LLC, an Illinois limited liability company

By: _____

Its: _____

VILLAGE OF WINNETKA, an Illinois home rule municipal corporation

By: _____
Robert Bahan, Village Manager

EXHIBIT A

DEPICTION OF AREA DESIGNATED FOR OUTDOOR SERVICE

2023 Outdoor Seating Area Map

Good Grapes, 821 Chestnut Court

Outdoor Dining on Chestnut Court

Good Grapes

Street Dining Area:

12 Tables/48 Chairs

Chestnut Ct

Chestnut Ct

Chestnut Ct

Chestnut Ct

Chestnut Ct

Chestnut Ct

5-Foot Public
Pedestrian
Walkway

 - Seating on public right of way
(total proposed: 12 tables/48 chairs)

 Barricades

 Pedestrian walkway on sidewalk



Agenda Item Executive Summary

TITLE: Resolution No. R-26-2023: Approving a Non-exclusive License Agreement for the Use of the Elm Street Train Station Parking Lot and Station Park for a Farmers Market (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: February 21, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The annual Winnetka Farmers Market began operations in 2017. The event was traditionally held in the Parking Lot adjacent to Village Hall in downtown Winnetka. In 2022, the Market moved to the Elm Street Train Station Parking Lot and the adjacent Station Park due to construction activities in the Village Hall parking lot. After a successful 2022 season, the Chamber has requested to use the same location for the 2023 Winnetka Farmers Market.

EXECUTIVE SUMMARY:

The train station parking lot is owned by the Union Pacific Railroad Company and leased to the Village to maintain and operate. Station Park is owned by the Winnetka Park District. The 2023 Winnetka Farmers Market will be held each Saturday from June 3rd through October 28th from 7:30am to 12:30 pm. The Farmers Market is a free public event which will showcase 65-75 unique vendors and is expected to attract over 30,000 visitors to downtown Winnetka. Given the scope and extensive footprint of the event, a formal license agreement should be agreed upon before granting approval to the special event permit. The license agreement is between the Village, the Winnetka-Northfield-Glencoe Chamber of Commerce and the Winnetka Park District. Key points identified in the license agreement include:

- Location, date and times for the event including setup, operation and cleanup.
- Defined use of the premises.
- Market plan
- Parking
- Waste management and utilities.
- Insurance, indemnification and waiver of liability

RECOMMENDATION:

Consider adoption of Resolution No. R-26-2023, approving a Non-exclusive License Agreement for use of the Elm Street Train Station Parking Lot and Station Park for the Farmers' Market.

ATTACHMENTS:

1. Resolution No. R-26-2023: Farmers Market License Agreement

RESOLUTION NO. R-26-2023

**A RESOLUTION APPROVING A NON-EXCLUSIVE LICENSE AGREEMENT
FOR THE USE OF THE ELM STREET TRAIN STATION PARKING LOT AND
STATION PARK FOR A FARMERS' MARKET**

WHEREAS, the Village of Winnetka ("***Village***") is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Union Pacific Railroad Company, a Delaware corporation ("***UPRR***"), is the owner of the property commonly known as the Elm Street Train Station Parking Lot; and

WHEREAS, the Village is the tenant of the Train Station Parking Lot pursuant to a lease agreement with the UPRR dated August 1, 1978 ("***Lease***"); and

WHEREAS, the Winnetka Park District ("***Park District***") is the owner of the Property located adjacent to the Elm Street Parking Lot and commonly known as Station Park ("***Park***"); and

WHEREAS, the Winnetka-Northfield-Glencoe Chamber of Commerce, Inc. ("***Chamber***"), traditionally has hosted a farmers' market in the Village on Saturdays during the summer ("***Market***"); and

WHEREAS, the Market is a positive and valuable community asset that has been well received by Village residents; and

WHEREAS, the Chamber has requested to host the 2023 Market in the Train Station Parking Lot and Park; and

WHEREAS, the Village and Park District desire to authorize the Chamber to use the Train Station Parking Lot and Park for the 2023 Market; and

WHEREAS, the Village, Park District, and Chamber desire to enter into a non-exclusive license agreement to permit the Chamber to use the Train Station Parking Lot and Park for the 2023 ("***License Agreement***"); and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to enter into the License Agreement with the Chamber and Park District;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

February 21, 2023

R-26-2023

SECTION 2: APPROVAL OF LICENSE AGREEMENT. The Village Council hereby approves the License Agreement by and among the Village, Park District, and Chamber in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE LICENSE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final License Agreement.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this February 21, 2023, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
LICENSE AGREEMENT

February 21, 2023

R-26-2023

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement"), dated as of this 21st day of February, 2023, ("**Effective Date**"), by and among the **VILLAGE OF WINNETKA**, an Illinois home rule municipality ("**Village**"), the **WINNETKA PARK DISTRICT**, an Illinois park district ("**Park District**"), and the **WINNETKA-NORTHFIELD-GLENCOE CHAMBER OF COMMERCE, INC.**, an Illinois not-for-profit corporation ("**Chamber**").

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

SECTION 1. RECITALS.

A. The Union Pacific Railroad Company ("**UPRR**") is the owner of the property commonly known as the Elm Street Train Station Parking Lot, which is depicted in **Exhibit A** attached hereto and incorporated herein ("**Train Station Parking Lot**").

B. The Village has leased the Parking Lot from the UPRR pursuant to that certain Lease Agreement dated August 1, 1978 ("**Lease**").

C. The Park District is the owner of the property located adjacent to the Elm Street Parking Lot known as Station Park, which is depicted in **Exhibit A** attached hereto and incorporated herein ("**Park**").

D. The Chamber hosts a farmers' market in the Village each summer on Saturdays in the Village's parking lot adjacent to Village Hall ("**Market**").

E. The Village and Park District desire to authorize the Chamber to use the Train Station Parking Lot and Park for the 2023 Market, subject to the terms and conditions of this Agreement.

F. The Village, Park District, and Chamber desire to enter into this Agreement to permit the Chamber to use the Train Station Parking Lot and Park for the 2023 Market.

SECTION 2. GRANT AND TERM OF LICENSE.

A. Grant of Village License. Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to the Chamber, and the Chamber hereby accepts, a non-exclusive revocable license to use the Train Station Parking Lot for the sole purpose of hosting the 2022 Market pursuant to and in strict accordance with the terms and provisions of this Agreement ("**Village License**"). The Chamber acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to the Chamber to alter the Train Station Parking Lot in any way other than as expressly set forth in this Agreement.

B. Grant of Park District License. Subject to the terms and conditions set forth in this Agreement, the Park District hereby grants to the Chamber, and the Chamber hereby accepts, a non-exclusive revocable license to use the Park for the sole purpose of hosting the 2023 Market

pursuant to and in strict accordance with the terms and provisions of this Agreement ("**Park District License**"). The Chamber acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to the Chamber to alter the Park in any way other than as expressly set forth in this Agreement.

C. As-Is, Where-Is. The Chamber hereby accepts the Train Station Parking Lot and Park in their condition at the time of use, WHERE-IS and AS-IS, and subject to applicable requirements of law. The Chamber acknowledges and agrees that: (i) the Village and Park District have made no representations or warranties as to the suitability of the Train Station Parking Lot or Park for the Chamber's intended purposes; and (ii) the Village and Park District will have no responsibility to maintain the Train Station Parking Lot or Park in any particular condition or manner. The Chamber waives any implied warranty that the Train Station Parking Lot or Park are or will be suitable for the Chamber's intended purposes.

D. Limitation of Interest. Except for the Village Licensee and Park District License granted pursuant to this Agreement, the Chamber shall have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Train Station Parking Lot or Park. The Chamber will not engage in or allow any of its vendors or contractors to engage in, any activities or actions that cause the Village to violate the Lease.

E. Term. This License shall be for a term commencing on the Effective Date of this Agreement and ending on the earlier to occur of: (i) a terminating event as described in Section 2.F of this Agreement; or (ii) October 28, 2023.

F. Termination of License; Restoration of Licensed Premises.

1. **Termination Event.** Without prejudice to any other rights and remedies available pursuant to Section 7 of this Agreement, the License shall automatically expire upon the occurrence of any of the following:

a. **Failure to Comply.** The Chamber has violated any material provision of this Agreement; provided, however, that prior to termination pursuant to this Section 2.F.1.a, the Village and Park District shall provide the Chamber with 10 days written notice and an opportunity to cure the violation.

b. **Dangerous Condition.** The Village or Park District determine, in their reasonable discretion, that the Market threatens the public health and safety, and that the termination of the Market and this Agreement is necessary to abate the dangerous condition.

2. **Restoration of Licensed Premises.**

a. **Chamber Obligation.** Upon termination of this Agreement pursuant to this Section 2.F or at the end of the term as set forth in Section 2.E, the Chamber, at its sole cost and expense, shall restore the Train Station Parking Lot and Park as nearly as practicable to its condition as of the Effective Date, including, without limitation: (1) repair of the Train Station Parking Lot, if necessary in the reasonable determination of the Village; (2) repair of the Park, if necessary in the reasonable determination of the Park District; and (3) restoration of all other

Village-owned, Village-leased, and Park District-owned property as nearly as practicable to the condition immediately preceding the 2023 Market, if disturbed or damaged by the Chamber or any of its vendors, contractors, customers, agents, or guests. Notwithstanding the foregoing, it is understood and agreed that with respect to the repair of the Park referred to above, in the event of damage to grassy areas, the Chamber shall only be required to reseed such areas and shall not be obligated to purchase or install sod in any such areas. In no event shall the Chamber be responsible for any damages to the Train Station Parking Lot and/or the Park to the extent resulting SOLELY from any act or omission of the Village or the Park District or any of their respective employees or agents.

b. Failure to Restore. In the event that the Chamber fails or refuses to repair or restore the Train Station Parking Lot, Park, or any Village-owned, Village-leased, or Park District-owned property that is disturbed or damaged by the Chamber or any of its vendors, contractors, customers, agents, or guests, in accordance with Section 2.F.2.a of this Agreement, the Village and Park District shall have the right, but not the obligation, to perform and complete the repair and/or restoration and to charge the Chamber for all reasonable direct out-of-pocket costs and expenses incurred by the Village or Park District, for such work. The rights and remedies provided in this Section 2.F.2.b shall be in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village and Park District. Notwithstanding the foregoing, in no event shall the Chamber be responsible for the purchase and/or installation of sod in the Park.

SECTION 3. USE OF LICENSED PREMISES.

A. Hours of Operation. The Chamber shall operate the Market only on Saturdays between the hours of 7:30 a.m. and 12:30 p.m.

B. Special Event Permit. The Chamber must apply for and obtain from the Village a special event permit pursuant to Chapter 5.66 of the “Winnetka Village Code 1999,” as amended, prior to operating the Market, and the Chamber must comply with any conditions imposed on such special event permit.

C. Set-Up and Break-Down. The Chamber shall be responsible for managing the set up and tear down of the Market. The Chamber and its contractors and vendors shall be permitted to begin to setup of the Market beginning at 6:00 p.m. each Friday. The Chamber and its contractors and vendors shall by 2:00 p.m. each Saturday, remove of their displays, equipment, and personal property from the Train Station Parking Lot and Park, clean the Train Station Parking Lot and Park of all rubbish and spills, and conduct all restoration work. The Chamber acknowledges and agrees that neither the Village nor the Park District shall be responsible for providing security for any equipment or personal property of the Chamber or its agents, contractors, and vendors.

D. Storage. The Village shall permit the Chamber to use the approximately 800 sq. ft. commercial space at 754 Elm Street in the Elm Street Train Station ("***Storage Room***") between June 1 and October 31 to store equipment and personal property for the Market until the end of the Term of this Agreement. The Chamber's use of the Storage Room shall be at its own risk, and the Chamber acknowledges that the Village shall have no duty to provide security for the Storage Room and any equipment and personal property stored therein. The Chamber shall not be permitted to store any dangerous, flammable, or explosive materials in the Storage Room.

E. Utilities. The Village reserves the right to charge the Chamber for any water used by the Chamber or any of its contractors and vendors during the Market in excess of water utilized for cleaning the Park or the Train Station Parking Lot. All electric cords must be rated for outdoor use, grounded, and installed in a manner as to not be a tripping hazard. All generators must be grounded and exhaust fumes must be kept away from the public.

F. Trash Removal. The Chamber shall clear all debris from the surface of the premises by sweeping or hosing off the surface at the termination of each market day. The Village will provide for trash removal from the Market.

G. Designated Representative. The Chamber shall designate in writing to the Village and Park District a "***Market Manager***" who shall be responsible for managing the general operations of the Market and the Chamber's use of the Train Station Parking Lot and Park. The Market Manager shall be readily accessible by telephone and upon the Village's or Park District's request, shall be available to be present at the Train Station Parking Lot and Park within a reasonable period of time. The Chamber shall immediately notify the Village and Park District in writing of any change in the identity and telephone number of the Market Manager.

H. Rules and Regulations. The Village and Park District shall have the right from time to time upon notice thereof to the Chamber, to prescribe rules and regulations with respect to the Train Station Parking Lot and Park, which in its reasonable judgement may be desirable for the use of thereof. The Chamber agrees to comply with all such rules and regulations provided all such rules and regulations shall not contradict any right expressly granted to the Chamber herein. A violation of such rules and regulations shall constitute default by the Chamber under this Agreement. The Chamber will require its vendors and contractors to abide by such rules.

I. Parking by the UPRR. In the event of an emergency or maintenance on the railroad by the UPRR or any of its contractors, the Chamber agrees not to interfere with, and to prevent the Market from interfering with, the operations of the UPRR and its contractors, and will permit the UPRR and its contractors to park vehicles in the Train Station Parking Lot during the Market.

J. Emergency Market Closure. The Village reserves the right to cancel any Market day in the event of an emergency or an imminent threat to public health and safety as determined in the sole discretion of the Village. The Village and Park District will not be responsible or liable for any monetary or other damages to the Chamber in the event of such emergency Market closure. The Village will endeavor to provide as much advance notice to the Chamber as practicable prior to an emergency Market closure.

K. Market Plan. At least two weeks prior to the first Market day, the Chamber shall submit to the Village and Park District a plan for the Village's and Park District's approval that sets forth the locations of vendor displays, equipment, and utility usage.

SECTION 4. RESERVATION OF RIGHTS.

A. Village Reservation of Rights. The Village hereby reserves the right to use the Train Station Parking Lot in any manner that will not prevent, impede, or interfere in any way with the exercise by Chamber of the rights granted pursuant to this Agreement. The Village shall have the right to grant other non-exclusive sub-leases or licenses over, along, upon, under or across the Train Station Parking Lot. The Village reserves its right of full and normal access to the Train Station Parking Lot for the maintenance of any existing or future utility located thereon. The Village also reserves the right to conduct ongoing maintenance of the Train Station Parking Lot.

B. Park District Reservation of Rights. The Park District hereby reserves the right to use the Park in any manner that will not prevent, impede, or interfere in any way with the exercise by Chamber of the rights granted pursuant to this Agreement. The Park District shall have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, under or across the Park. The Park District reserves its right of full and normal access to the Park for the maintenance of any existing or future utility located thereon. The Park District also reserves the right to conduct ongoing maintenance of the Park.

SECTION 5. LIENS.

The Chamber hereby represents and warrants that it shall take all necessary action to keep all portions of the Train Station Parking Lot and Park free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the Chamber or its agents on the Train Station Parking Lot or Park.

SECTION 6. LIABILITY AND INDEMNITY.

A. Village and Park District Review. The Chamber acknowledges and agrees that the Village and Park District are not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's and Park District's review and approval of any plans for the Market, or the issuance of any approvals, permits, certificates, or acceptances for the installation, operation, or maintenance of the Train Station Parking Lot and Park, and that the Village's and Park District's review and approval of any such plans for the Market and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Chamber or any of its vendors, contractors, successors, assigns, or any third party, against damage or injury of any kind at any time.

B. Indemnity. The Chamber agrees to, and does hereby, defend (at the Village's and Park District's option), hold harmless and indemnify the Village and Park District and all Village and Park District elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the Chambers use of the Train Station Parking Lot and Park; (ii) the Market; or (iii) the Chamber's performance of, or failure to perform, its obligations under this Agreement (collectively, "***Indemnified Claims***"), whether or not any such Indemnified Claim is due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of the Chamber; provided, however, that this indemnity shall not apply to willful misconduct or gross negligence on the part of the Village or Park District.

C. Defense Expense. The Chamber, only as to its own acts or omissions, shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village and Park District in defending itself with regard to any and all of the Indemnified Claims.

D. Waiver of Liability. Except with respect to any negligent act or omission of the Village and/or the Park District, the Chamber will, and does hereby, waive, release, and relinquish all claims of every kind, known and unknown, present and future, that Chamber may have against the Village and the Park District and their officers, agents, servants, and employees, arising out of, connected with or in any way related to the use of the Train Station Parking Lot and Park, or as a result of the condition, maintenance, and use of the Train Station Parking Lot and Park.

E. Assumption of Risk. The Chamber agrees to assume the full risk of any injuries, including death, and all costs, damages, and losses that Chamber or its employees, agents, contractors, agents, servants, employees, contractors, guests, customers, or invitees may sustain while on the Train Station Parking Lot and Park, or as a result of the condition, maintenance, or use of the Train Station Parking Lot and Park.

F. Insurance. The Chamber agrees to obtain and maintain commercial general liability insurance and workers' compensation insurance covering its use of the Train Station Parking Lot and Park throughout the term of this Agreement. The amount of the required coverage shall be approved by the Village and Park District, but in no event shall liability coverage be in an amount less than two million dollars (\$2,000,000.00) combined single limit per occurrence with a general aggregate of no less than three million dollars (\$4,000,000.00) per person. The Village and Park District shall be named as an additional insured by policy endorsement on a primary and non-contributory basis, and the insurer shall have a rating and be of a class size satisfactory to the Village's and Park District's director of finance. The Chamber shall tender a certificate of insurance to the Village and Park District evidencing the requested coverage prior to operating the Market.

SECTION 7. ENFORCEMENT.

A. Enforcement. The Village and the Chamber may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Chamber agrees that it will not seek, and does not have the right to seek, recovery of a judgment for monetary

damages against the Village or Park District, or any of their elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

B. Prevailing Party. In the event of a judicial proceeding brought by a party against another party, the prevailing party in the judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 8. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the parties by: (i) personal delivery; (ii) deposit in the United States Registered Mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 8.A. The address of any party may be changed by written notice to the other parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties shall be addressed to, and delivered at, the following addresses:

If to the Village:	Village of Winnetka 510 Green Bay Road Winnetka, IL 60093 Attention: Village Manager
with a copy to:	ELROD FRIEDMAN LLP 325 LaSalle Street, Suite 450 Chicago, IL 60654 Attention: Peter M. Friedman, Village Attorney
If to the Park District:	Winnetka Park District 540 Hibbard Road Winnetka, IL 60093 Attention: John Peterson
If to the Chamber:	Winnetka-Northfield-Glencoe Chamber of Commerce 841 Spruce Street, Suite 204 Winnetka, Illinois 60093 Attention: Terry Dason
with a copy to:	Franklin, Greenswag, Channon & Capilla, LLC 181 Waukegan Road, Suite 205 Northfield, Illinois 60093 Attention: Richard A. Greenswag

B. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this Agreement.

C. Amendments. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

D. Authority to Execute. The parties hereby warrant and represent to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so.

E. Non-Waiver. The Village and Park District shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village or Park District to exercise at any time any right granted to the Village or Park District shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's or Park District's right to enforce that right or any other right.

F. Assignment. This Agreement may not be assigned by the Chamber without the prior written consent of the Village and Park District.

G. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the License granted pursuant to this Agreement.

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

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

K. Survival of Obligations. All obligations of the Chamber pursuant to this Agreement that have not been fully performed as of the termination of this Agreement shall survive such termination, including, without limitation, the restoration obligations set forth in Section 2.E.2 of this Agreement, and the liability and indemnity obligations set forth in Section 6 of this Agreement.

L. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the Village, Park District, or the Chamber.

M. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to constitute a duly authorized original.

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

[SIGNATURE PAGE FOLLOWS]

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

WINNETKA PARK DISTRICT,
an Illinois park district

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

**WINNETKA-NORTHFIELD-GLENCOE
CHAMBER OF COMMERCE, INC.,** an
Illinois not-for-profit corporation

By: _____

By: _____

Its: _____

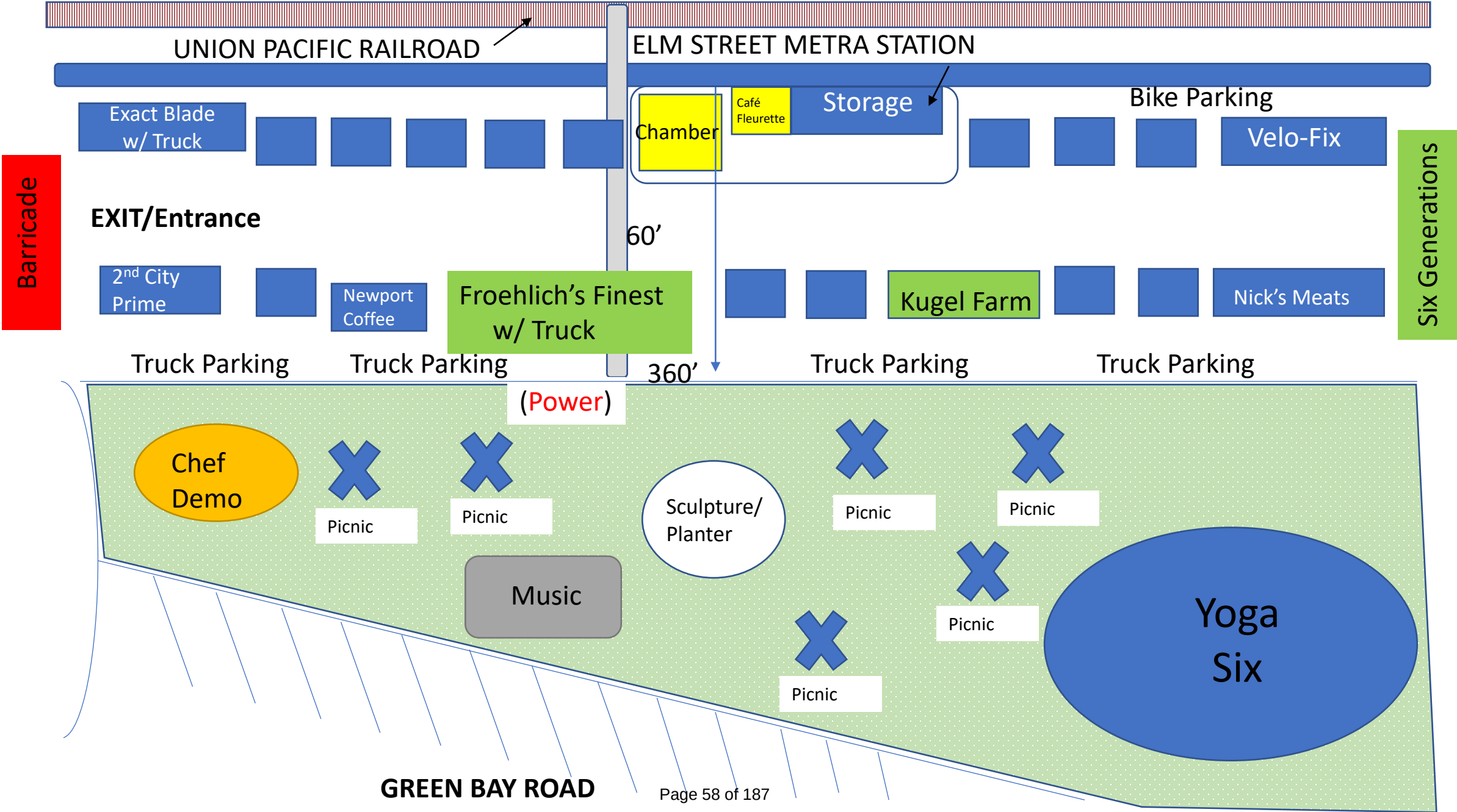
Its: _____

EXHIBIT A

DEPICTION OF TRAIN STATION PARKING LOT AND PARK

2023 Winnetka Farmers' Market – Site Map

MAP NOT DRAWN TO SCALE





Agenda Item Executive Summary

TITLE: Resolution No. R-27-2023: Authorizing an Extension of the Agreement with Christy Webber & Company for the Commercial District Floral Program (Adoption)

PRESENTER: Andrew Lueck

AGENDA DATE: February 21, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The FY 2023 budget includes \$60,000 in account 100.35.26-545 for the commercial district floral program.

EXECUTIVE SUMMARY:

In the summer of 2018, staff bid the multi-year downtown floral contract (2019-2021) with the option of two, one-year extensions based on performance. The annual contractual cost includes summer baskets and planters, winter planters, and maintenance. The Village entered into a three-year contract with Christy Webber Landscapes for the Commercial District Floral Program for an amount not to exceed \$35,570. The contract allowed for an extension into 2022 and 2023 at the discretion of the Village.

The scope of the floral program increased in 2021 and 2022, with additional ground planters added as part of streetscape construction. The planters included both summer and winter decor and maintenance. The scope was modified minimally for 2023. This has increased the cost of the annual program to \$59,023 in 2021, \$59,103 in 2022 and \$59,517 in 2023. Village Council previously approved amended floral contracts through Resolution No. R-22-2021 on February 16, 2021 and Resolution No. R-35-2022 on March 1, 2022. Christy Webber completed work under the first four years of the contract in a satisfactory manner. Therefore, staff recommends exercising the option to extend the contract with Christy Webber into 2023.

RECOMMENDATION:

Consider adoption of Resolution No. R-27-2023, authorizing the Village Manager to issue a purchase order to Christy Webber Landscapes to complete the 2023 Business District Floral Program for an amount not to exceed \$59,517.

ATTACHMENTS:

1. Resolution No. R-27-2023: Approving Extension with Christy Webber for Floral Program
2. Winnetka Planters and Hanging Basket Program Proposal 2023

**A RESOLUTION AUTHORIZING AN EXTENSION OF THE AGREEMENT
WITH CHRISTY WEBBER & COMPANY
FOR THE COMMERCIAL DISTRICT FLORAL PROGRAM**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka (“**Village**”) to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, in 2019, the Village entered into a three-year agreement (“**Agreement**”) with Christy Webber & Company d/b/a Christy Webber Landscapes (“**Contractor**”) for the maintenance of floral hanging baskets and ground planters in the Village’s commercial districts (“**Work**”); and

WHEREAS, Contractor has done a satisfactory job performing the Work; and

WHEREAS, the Agreement provided the Village two options to extend the term of the Agreement for additional one-year terms upon the terms set forth in the Agreement, and, in 2022, the Village Council approved the first extension of the Agreement for an additional year; and

WHEREAS, the Village Council desires to exercise the Village’s second option to extend the term of the Agreement for an additional year (“**Extension**”); and

WHEREAS, the Village has budgeted sufficient funds for the Work to be performed during the Extension; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to authorize the Extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF EXTENSION. The Village Council hereby approves the Extension of the Agreement for an additional year.

SECTION 3: AUTHORIZATION TO EXECUTE EXTENSION. The Village Council hereby authorizes and directs the Village President, Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, any documents necessary to effectuate the Extension.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 21st day of February, 2023, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

Proposal



www.christywebber.com

Estimator: Ben Ubben
Phone: (773) 533-0477

Proposal: BU22258

Date: 8/17/2022

Client Info:

Client Name: Village of Winnetka
Client Contact: Andrew Lueck
Site Address: 1390 Willow Rd
Winnetka

Scope of Work

2023 Hanging Baskets and Ground Planters

Description of Services

Quantity

UOM

Extended Price

Summer Commercial District Planters and Hanging Baskets

Ground Planters - Hubbard Woods and Multi-season	\$110.00	21.0	EA	\$2,310.00
Street-scape Ground	\$150.00	46.0	EA	\$6,900.00
Hanging Baskets	\$98.00	96.0	EA	\$9,408.00
Planter and Hanging Basket Watering and Maintenance/Month	\$4,711.00	5.0	EA	\$23,555.00

Winter Commercial District Planters

Ground Planters - Multi-season	\$275.00	10.0	EA	\$2,750.00
Street-scape Ground Planters	\$295.00	46.0	EA	\$13,570.00
Planter Maintenance x 2 Months (removal of dead/damaged materials, adjustments to display, and removal of debris)	\$512.00	2.0	EA	\$1,024.00

Additional Labor \$40.00/hour

Total: \$ 59,517.00

TERMS AND CONDITIONS

TIME:

This estimate is based on the use of 1 crew. Crew size may vary depending on the task but this will NOT change the estimate total. If more or less days are worked the total estimate will remain the same.

WEATHER:

Weather is always a factor to be considered by Christy Webber Landscapes & their subcontractors. As a result, weather conditions may affect the schedule/progress of any job throughout the season. Christy Webber Landscapes will do their best to inform you of any changes, but please be aware that weather may conflict with any deadline.

WATERING: ALL plants need water! Please take responsibility for watering your plants DURING & AFTER installation. A plant's success is most frequently attributed to the provision of water. Not watering your plants will invalidate your guarantee (guarantee details below). Checking both the plants AND soil on a regular basis THROUGHOUT the season, even if you have an irrigation system, will help you know whether they are too dry OR even too wet. A plant care fact sheet is also available from Christy Webber Landscapes that offers tips for watering and general care

Proposal



www.christywebber.com

(see www.christywebber.com)

CONTRACT TERMS:

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon accidents, delays, or product unavailability beyond our control. We reserve the right to make necessary substitutions.

LIMITED GUARANTEE:

No adjustments or replacements will be made until the agreed-upon contract is paid in full. Due to their delicate nature, there are NO guarantees on transplanted material, perennials, boxwoods, rhododendrons, hollys, ground cover, roses, annuals, indoor plants or sod. All other plant material provided by us shall be replaced only if the plant material or our planting method is found to be defective within one (1) year of the contract date. No guarantee on replacements. All hardscape material purchased and installed by Christy Webber Landscapes will be guaranteed for three (3) years from the date of installation. All carpentry work completed by Christy Webber Landscapes will be guaranteed for one (1) year from date of installation. This guarantee covers installation or product defects only; it does not include damage from misuse or acts of nature. Failure to make payment according to the terms of this contract shall invalidate any warranty.

PAYMENT TERMS:

DOWN PAYMENT is due upon contract acceptance, in the amount of \$_____ An additional \$_____ will be due at 50% completion. Payment of the balance due shall be made within 10 days of completion. Payments may be made by VISA, MasterCard, or check. Late payments of the balance will result in a 1.5% late charge (18% annually) assessed monthly until paid in full. At our discretion, based upon the size of the contract and the duration of the project, you may receive a progress billing at 75% completion of the project. A final billing will be made at completion of the project. Payment of the balance due shall be made within 10 days of completion.

ACCEPTANCE OF PROPOSAL:

The proposed prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment shall be made as outlined above. In the event of a default of payment, I shall be liable for your reasonable attorney fees and court costs incident to collection of any unpaid balances. This proposal may be withdrawn by C.W.L. if not accepted within 20 days.

BY SIGNING BELOW, THIS ESTIMATE SERVES AS MY CONTRACT:

Owner/Authorized Agent Signature: _____ Date: _____

Christy Webber & Co. Signature: _____ Date: _____

To make a payment, please visit <https://www.christywebber.com/pay-invoice-cwl>

or contact Accounting directly at 773-533-0477, extension 1286

Credit Card information to be faxed to secure line- 773-533-0670



Agenda Item Executive Summary

TITLE: Resolution No. R-28-2023: Awarding a Contract to St. Aubin Nursery & Landscape Group, Inc. for the Purchase and Planting of Parkway Trees (Adoption)

PRESENTER: Andrew Lueck

AGENDA DATE: February 21, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The FY 2023 Village budget contains \$65,000 for planting trees on Village parkways and rights-of-way, in account 100.35.26-545.

EXECUTIVE SUMMARY:

On January 31, 2023, the Village held a bid opening for the 2023 Tree Planting Program request for bids. The program includes the planting of approximately 202 trees on Village parkways in 2023. The request called for itemized pricing of various tree species at specified sizes and quantities. Three firms responded to the request, and their bids are summarized as follows:

St. Aubin Nursery & Landscaping, Inc. - \$72,412 total cost
Yellowstone Landscape Group - \$74,611.50 total cost
Cornerstone Partners - \$184,955 total cost

St. Aubin Nursery & Landscaping, Inc. provided the lowest bid on 58 species-size combinations, with an associated quantity of 185 trees. Yellowstone Landscape Group nursery provided the lowest bid on 4 species-size combinations, with an associated quantity of 17 trees. Cornerstone Partners did not provide the lowest bid on any species-size combination. St. Aubin Nursery was the only firm able to provide every species and size of tree requested by the Village. The Village previously contracted with St. Aubin Nursery for parkway tree planting from 2018-2021, with work being completed in a satisfactory manner.

The total cost for St. Aubin Nursery to provide all 202 trees in 2023 would be \$72,412. However, the quantity of trees at specific sizes to be planted by the Village listed in bid documents was an estimate. Therefore, the Village can modify the quantities of each species and size planted to lower the overall contract cost. The total contract cost will thus be kept below the budgeted amount of \$65,000 for 2023.

Village staff recommends awarding the 2023 Village Tree Planting Program contract to St. Aubin Nursery. Resolution No. R-28-2023 awards a contract to St. Aubin Nursery & Landscaping, Inc. for Parkway Tree Planting in the amount not to exceed \$65,000.

RECOMMENDATION:

Consider adopting Resolution No. R-28-2023, awarding a contract to St. Aubin Nursery & Landscaping, Inc. for Parkway Tree Planting in an amount not to exceed \$65,000, with the option to extend the contract into 2024 and 2025.

ATTACHMENTS:

1. Resolution No. R-28-2023: Approving a Contract for Parkway Tree Planting
2. Parkway Tree Planting Bid Tabulation 2023

RESOLUTION NO. R-28-2023

**A RESOLUTION AWARDING A CONTRACT TO
ST. AUBIN NURSERY & LANDSCAPE GROUP, INC.
FOR THE PURCHASE AND PLANTING OF PARKWAY TREES**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka ("**Village**") to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village has appropriated funds for the purchase and planting of trees on Village-owned parkways ("**Work**"); and

WHEREAS, the Village requested bids for the performance of the Work; and

WHEREAS, the Village received bids for the Work from three bidders and opened the bids on January 31, 2023; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that St. Aubin Nursey & Landscaping Group, Inc. ("**Contractor**") is the lowest responsible bidder for the Work; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for Contractor to perform the Work in an amount not to exceed \$65,000.00 ("**Contract**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to award the Contract to Contractor;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in substantially the form attached as **Exhibit A**, and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract.

SECTION 4: AUTHORIZATION TO EXERCISE OPTION TO EXTEND CONTRACT. The Village Manager is hereby authorized, in his discretion, to exercise the two options to extend the term of the Contract for an additional years upon the terms set forth in the Contract.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 21st day of February 2023, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

VILLAGE OF WINNETKA

RFB #023-001

CONTRACT FOR

2023 Tree Planting Program

Full Name of Bidder

Principal Office Address

Local Office Address

Contact Person

St. Aubin Nursery & Landscaping, Inc. ("Bidder")
35445 Irene Rd. Kirkland, IL 60146
Same as above
Todd Sullivan Telephone Number 815-522-3535

TO: Village of Winnetka ("Owner")
510 Green Bay Road
Winnetka, IL 60093
Attention: Assistant Finance Director

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **2023 Tree Planting Program**.
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided,

performed, and completed in accordance with the **specifications and special conditions attached hereto and by this reference made a part of this Contract (Attachment A)**. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, including performance bond procurement,

Village of Winnetka

RFB #023-001

-3-

the Village will not pay more than the line item prices as outlined in Attachment A.

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Invoice to Village upon Work completion. Payment upon acceptance by Village.

All payments may be subject to deduction or set off by reason of any failure of Bidder to perform under this Contract/Proposal.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by **December 15, 2023**.

4. Financial Assurance

A. Bonds. Each Bidder's Proposal shall be accompanied by a security deposit of at least 10 percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide. Furthermore, the awarded bidder must furnish performance and payment bonds totaling 100% of the contract amount no less than fourteen (14) days prior to the Contract start date.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.
Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within **five** years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. All work activities shall comply with the Prevailing Wage Act.

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or

omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

Dated: January 10, 2023

Bidder's Status: ☒ Illinois Corporation () Partnership () Individual Proprietor
(State) (State)

Bidder's Name:

St. Aubin Nursery & Landscaping, Inc

Doing Business As (if different):

Same

Signature of Bidder or Authorized Agent:



(corporate seal)
(if corporation)

Printed Name: C. Todd Sullivan

Title/Position: President

Bidder's Business Address:

35445 Irene Rd.
Kirkland, IL 60146

Bidder's Business Telephone: 815-522-3535 Facsimile: 815-522-6662

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS
C. Todd Sullivan	President	35445 Irene Rd. Kirkland, IL
Jessica Sullivan	Secretary	35445 Irene Rd. Kirkland, IL
C. Todd Sullivan	Treasurer	35445 Irene Rd. Kirkland, IL

SCHEDULE OF PRICES

PARKWAY TREE SPECIES	DIAMETER SIZE	APPROX. QTY.	FURNISHED AND PLANTED TOTAL COST PER TREE
Bald Cypress (Taxodium distichum)	2" 3"	4 1	\$ <u>300</u> - \$ <u>1200</u> - \$ <u>400</u> - \$ <u>400</u> -
Beech (Fagus sylvatica)	2" 3"	4 1	\$ <u>300</u> - \$ <u>1200</u> - \$ <u>400</u> - \$ <u>400</u> -
Birch, Whitespire (Betula populifolia) "Whitespire"	2" 3"	2 1	\$ <u>330</u> - \$ <u>660</u> - \$ <u>430</u> - \$ <u>430</u> -
Blackgum (Nyssa sylvatica)	2" 3"	4 1	\$ <u>400</u> - \$ <u>1600</u> - \$ <u>460</u> - \$ <u>460</u> -
Buckeye, Ohio (Aesculus glabra)	2" 3"	5 2	\$ <u>300</u> - \$ <u>1500</u> - \$ <u>350</u> - \$ <u>700</u> -
Buckeye, red (Aesculus pavia)	2"	4	\$ <u>350</u> - \$ <u>1400</u> -
Catalpa (Catalpa speciosa)	2" 3"	6 2	\$ <u>300</u> - \$ <u>1800</u> - \$ <u>400</u> - \$ <u>800</u> -
Crabapple, red jewel (Malus Jewel Cole)	2"	3	\$ <u>300</u> - \$ <u>900</u> -
Crabapple, Royal Raindrop (Malus „JKS-KW5“)	2"	3	\$ <u>300</u> - \$ <u>900</u> -
Dawn redwood (Metasequoia glyptostroboides)	2" 3"	5 2	\$ <u>350</u> - \$ <u>1750</u> - \$ <u>450</u> - \$ <u>900</u> -
Dogwood, corneilan cherry (Cornus mas)	2"	4	\$ <u>350</u> - \$ <u>1400</u> -
Elm Hybrid (Ulmus sp.) 'Princeton', 'New Horizon' 'Triumph', 'Frontier'	2" 3"	4 1	\$ <u>300</u> - \$ <u>1200</u> - \$ <u>400</u> - \$ <u>400</u> -
Ginkgo (Ginkgo Biloba Male only)	2" 3"	6 2	\$ <u>370</u> - \$ <u>2220</u> - \$ <u>490</u> - \$ <u>980</u> -
Hackberry (Celtis occidentalis)	2" 3"	9 2	\$ <u>300</u> - \$ <u>2700</u> - \$ <u>400</u> - \$ <u>800</u> -
Hickory, bittersnut (Carya cordiformis)	2"	3	\$ <u>550</u> - \$ <u>1650</u> -

AVAILABILITY SUBJECT TO PRIOR ORDERS

Hickory, shagbark (Carya ovata)	2" 3"	4 1	\$ 550 - \$ 2200 - \$ 750 - \$ 750 -
Hophornbeam (Ostrya virginiana)	2"	4	\$ 350 - \$ 1400 -
Hornbeam, American (Carpinus caroliniana)	2" 3"	4 2	\$ 350 - \$ 1400 - \$ 450 - \$ 900 -
Hornbeam, European upright (Carpinus betulus "Fastigata")	2"	4	\$ 320 - \$ 1280 -
Horsechestnut (Aesculus hippocastanum)	2"	4	\$ 330 - \$ 1320 -
Katsura tree (Cercidiphyllum japonicum)	2"	4	\$ 320 - \$ 1280 -
Kentucky Coffeetree (Gymnocladus dioicus)	2" 3"	6 2	\$ 300 - \$ 1800 - \$ 400 - \$ 800 -
Lilac, Japanese Tree (Syringa reticulata) 'Ivory Silk' 'Bailnce'	2"	7	\$ 320 - \$ 2240 -
Lilac, Peking (Syringa pekinensis)	2"	2	\$ 320 - \$ 640 -
Linden Silver (Tilia tomentosa)	2"	2	\$ 300 - \$ 600 -
London Planetree (Platanus x acerifolia) "Morton Circle, "Bloodgood"	2" 3"	5 2	\$ 300 - \$ 1500 - \$ 400 - \$ 800 -
Magnolia - Tree Form (Magnolia sp.)	2"	2	\$ 340 - \$ 680 -
Maple, Tatarian (Acer tataricum)	2"	3	\$ 300 - \$ 900 -
Maple, State Street (Acer miyabei 'Morton' STATE STREET)	2" 3"	3 4	\$ 320 - \$ 960 - \$ 420 - \$ 1680 -
Maple, Sugar (Acer saccharum "Balista" "Barrett Cole" "Morton)	2" 3"	3 1	\$ 320 - \$ 960 - \$ 420 - \$ 420 -
Oak, Chinquapin (Quercus muehlenbergii)	2" 3"	6 2	\$ 329 - \$ 1974 - \$ 429 - \$ 858 -
Oak, Shingle (Quercus imbricaria)	2" 3"	4 2	\$ 329 - \$ 1316 - \$ 429 - \$ 858 -

AVAILABILITY SUBJECT TO PRIOR ORDERS
RFB #023-001

-14-

Village of Winnetka

Oak, regal prince (Quercus robur x bicolor "Long")	2" 3"	2 2	\$ <u>329</u> - \$ <u>658</u> - \$ <u>429</u> - \$ <u>858</u> -
Oak, Swamp White (Quercus bicolor)	3"	1	\$ <u>440</u> - \$ <u>440</u> -
Redbud, Eastern (Cercus canadensis)	2"	4	\$ <u>385</u> - \$ <u>1540</u> -
Serviceberry (Amelanchier laevis, Amelanchier x grandiflora "Autumn Briliance")	2"	5	\$ <u>350</u> - \$ <u>1750</u> -
Smoketree (Cotinus obovatus, coggygia)	2"	5	\$ <u>350</u> - \$ <u>1750</u> -
Sweetgum (Liquidambar styraciflua)	2" 3"	4 2	\$ <u>385</u> - \$ <u>1540</u> - \$ <u>470</u> - \$ <u>940</u> -
Tuliptree (Liriodendron tulipifera)	2" 3"	4 2	\$ <u>300</u> - \$ <u>1200</u> - \$ <u>400</u> - \$ <u>800</u> -
Yellowwood (Caldrastis kentukea)	2" 3"	5 2	\$ <u>410</u> - \$ <u>2050</u> - \$ <u>510</u> - \$ <u>1020</u> -
Grand Total			\$ <u>72,412.00</u>

AVAILABILITY SUBJECT TO PRIOR ORDERS

**VILLAGE OF WINNETKA
CONTRACT FOR 2023 TREE PLANTING PROGRAM**

BID PACKAGE

BIDDER'S SWORN WORK HISTORY STATEMENT

C. Todd Sullivan ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder's business:

Tree Nursery

2. Composition of Work

During the past three years, Bidder's work has consisted of:

10 % Federal

80 % As Contractor

20 % Bidder's Forces

30 % Other Public

20 % As Subcontractor

80 % Subcontractors

60 % Private

0 % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 110 years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
Dept. of Ag. - State of IL	Nursery	518-4449	12-31-2023

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	Village of Lincolnshire	Village of Hoffman Estates	Village of Bloomington
Owner Address	One Old Half Day Rd. Lincolnshire, IL	1900 Hassel Rd. Hoffman Estates, IL	201 Bloomington Rd. Bloomington, IL
Reference	Tim Rayner	Nick Lackowski	James Johnson
Telephone Number	847-913-2382	847-815-7413	630-671-5804
Type of Work	Pkwy Trees Supply & Plant Trees	Pkwy Trees Supply & Plant Trees	Pkwy. Trees Supply & Plant Trees

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	<u>NA</u>	<u>NA</u>	<u>NA</u>
Amount of Contract	<u>49,000</u>	<u>42,000</u>	<u>33,000</u>
Date Completed	<u>Ongoing</u>	<u>Ongoing</u>	<u>Ongoing</u>

DATED: January 10, 2023.

<u>Bidder</u>	<u>Attest</u>
By: <u>[Redacted]</u>	By: <u>[Redacted]</u>
Title: <u>President</u>	Title: <u>Secretary</u>

Subscribed and Sworn to before me on January 10, 2023.

[Redacted]
Notary Public

My commission expires: March 23, 2026



ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Winnetka ("Owner") as of _____, 20__.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF WINNETKA

Signature: _____

Printed name: _____

Title: _____

2023 Parkway Tree Planting Bids - Price per Tree Installed

NB = No bid

Species	Size	Est Qty.	St Aubin	St Aubin Total	Yellowstone	Yellowstone Total	Cornerstone Partners	Cornerstone Total
Bald Cypress	2"	4	300.00	1,200.00	373.30	1,493.20	1,000.00	4000
	3"	1	400.00	400.00	583.90	583.90	1,140.00	1140
Beech	2"	4	300.00	1,200.00	475.30	1,901.20	1,280.00	5120
	3"	1	400.00	400.00	693.90	693.90	1,400.00	1400
Birch, Whitespire	2"	2	330.00	660.00	357.30	714.60	940.00	1880
	3"	1	430.00	430.00	559.90	559.90	985.00	985
Blackgum	2"	4	400.00	1,600.00	445.30	1,781.20	1,120.00	4480
	3"	1	460.00	460.00	678.90	678.90	1,400.00	1400
Buckeye, Ohio	2"	5	300.00	1,500.00	373.30	1,866.50	NB	NB
	3"	2	350.00	700.00	583.90	1,167.80	NB	NB
Buckeye, Red	2"	4	350.00	1,400.00	373.30	1,493.20	NB	NB
Catalpa	2"	6	300.00	1,800.00	357.30	2,143.80	1,000.00	6000
	3"	2	400.00	800.00	559.90	1,119.80	1,110.00	2220
Crabapple, red jewel	2"	3	300.00	900.00	345.30	1,035.90	920.00	2760
Crabapple, Royal Raindrop	2"	3	300.00	900.00	345.30	1,035.90	1,025.00	3075
Dawn redwood	2"	5	350.00	1,750.00	373.30	1,866.50	1,040.00	5200
	3"	2	450.00	900.00	583.90	1,167.80	1,145.00	2290
Dogwood, corneilan cherry	2"	4	350	1,400.00	357.30	1,429.20	1,050.00	4200
Elm, Hybrid	2"	4	300.00	1,200.00	345.30	1,381.20	1,020.00	4080
	3"	1	400.00	400.00	535.90	535.90	1,100.00	1100
Ginkgo	2"	6	370.00	2,220.00	475.30	2,851.80	1,245.00	7470
	3"	2	490.00	980.00	693.90	1,387.80	1,125.00	2250
Hackberry	2"	9	300.00	2,700.00	373.30	3,359.70	1,020.00	9180
	3"	2	400.00	800.00	583.90	1,167.80	1,200.00	2400
Hickory, bitternut	2"	3	550.00	1,650.00	NB	NB	NB	NB
Hickory, shagbark	2"	4	550.00	2,200.00	455.30	1,821.20	NB	NB
	3"	1	750.00	750.00	NB	NB	NB	NB
Hophornbeam	2"	4	350.00	1,400.00	357.30	1,429.20	1,040.00	4160
Hornbeam, American	2"	4	350.00	1,400.00	357.30	1,429.20	1,050.00	4200
	3"	2	450.00	900.00	583.90	1,167.80	1,130.00	2260
Hornbeam, European upright	2"	4	320.00	1,280.00	373.30	1,493.20	1,245.00	4980
Horsechestnut	2"	4	330.00	1,320.00	373.30	1,493.20	1,330.00	5320
Katsura tree	2"	4	320.00	1,280.00	NB	NB	NB	NB
Kentucky Coffeetree	2"	6	300.00	1,800.00	373.30	2,239.80	1,000.00	6000
	3"	2	400.00	800.00	583.90	1,167.80	1,200.00	2400
Lilac, Japanese Tree	2"	7	320.00	2,240.00	357.30	2,501.10	1,050.00	7350
Lilac, Peking	2"	2	320.00	640.00	357.30	714.60	1,050.00	2100
Linden, Silver	2"	2	300.00	600.00	357.30	714.60	1,025.00	2050
London Planetree	2"	5	300.00	1,500.00	357.30	1,786.50	960.00	4800
	3"	2	400.00	800.00	559.90	1,119.80	1,050.00	2100

Magnolia - Tree Form	2"	2	340.00	680.00	377.30	754.60	NB	NB
Maple, Tatarian	2"	3	300.00	900.00	361.30	1,083.90	NB	NB
Maple, State street	2"	3	320.00	960.00	357.30	1,071.90	1,000.00	3000
	3"	4	420.00	1,680.00	NB	NB	1,150.00	4600
Maple, Sugar	2"	3	320.00	960.00	357.30	1,071.90	1,050.00	3150
	3"	1	420.00	420.00	559.90	559.90	1,140.00	1140
Oak, Chinquapin	2"	6	329.00	1,974.00	373.30	2,239.80	1,050.00	6300
	3"	2	429.00	858.00	583.90	1,167.80	1,140.00	2280
Oak, Shingle	2"	4	329.00	1,316.00	373.30	1,493.20	1,050.00	4200
	3"	2	429.00	858.00	583.90	1,167.80	1,500.00	3000
Oak, Regal Prince	2"	2	329.00	658.00	373.30	746.60	1,050.00	2100
	3"	2	429.00	858.00	583.90	1,167.80	1,175.00	2350
Swamp White Oak	3"	1	440.00	440.00	583.90	583.90	1,245.00	1245
Redbud, Eastern	2"	4	385.00	1,540.00	373.30	1,493.20	1,050.00	4200
Serviceberry	2"	5	350.00	1,750.00	373.30	1,866.50	1,090.00	5450
Smoketree	2"	5	350.00	1,750.00	NB	NB	NB	NB
Sweetgum	2"	4	385.00	1,540.00	373.30	1,493.20	1,130.00	4520
	3"	2	470.00	940.00	583.90	1,167.80	1,190.00	2380
Tuliptree	2"	4	300.00	1,200.00	NB	NB	1,050.00	4200
	3"	2	400.00	800.00	NB	NB	1,120.00	2240
Yellowwood	2"	5	410.00	2,050.00	373.30	1,866.50	1,050.00	5250
	3"	2	510.00	1,020.00	559.90	1,119.80	1,500.00	3000
Total				72,412.00		74,611.50		184,955.00



Agenda Item Executive Summary

TITLE: Resolution No. R-29-2023: Waiving Bidding and Approving the Purchase of Pedestrian Lighting from KSA Lighting & Controls Inc (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: February 21, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The FY 2023 budget includes \$1,310,000 for the 2023 Phase 5 Streetscape Project and \$620,000 for the proposed improvements at 93 Green Bay Road. Both of these projects are budgeted in Account No. 402.15.01-650.

EXECUTIVE SUMMARY:

As part of the Phase 5 Streetscape Project, and the proposed commercial improvements at 93 Green Bay Road, the Village is proposing to include the addition of enhanced pedestrian lighting. Proposed Streetscape pedestrian lighting will be located along the north side of Elm Street, generally between Lincoln Avenue and Arbor Vitae Road, and LED bollards at the southwest corner of the intersection of Lincoln Avenue and Elm Street. The proposed Streetscape lighting is an extension of the Phase 3 Lincoln Avenue lighting program.

As part of proposed lighting improvements at 93 Green Bay Road, similar Sternberg pedestrian lights will be placed along the east side of Green Bay Road and on site within the public gathering space. No LED bollards are planned for the 93 Green Bay Road commercial site.

Similar to the previous Streetscape projects, the addition of pedestrian lighting and LED roadway bollards will improve the overall lighting along these corridors and provide for the enhancement of holiday lighting. Each of the new pedestrian lights will include attachments to allow for the placement of place making banners.

To ensure that the work is completed on time, and to avoid potential mark-up fees, staff is requesting the authorization to move forward with the Village directly purchasing the pedestrian lights and LED bollards as part of the Phase 5 Streetscape Project and the proposed improvements at 93 Green Bay Road. These lighting fixtures typically have longer lead times for delivery and, since these items are considered critical for the completion of the work, staff is seeking approval to expedite the purchase.

The Village received a quote from the Sternberg lighting vendor, KSA Lighting & Controls, for the purchase of the additional lights and attachments for an amount not to exceed \$74,609. KSA Lighting & Controls is the sole source provider of Sternberg lights that are utilized by the Village. The Village has purchased from this sole source vendor for all previous Streetscape phases.

At the February 7, 2023 Village Council meeting, staff reported that the estimated cost of the long lead time Sternberg lights for the Streetscape Project was \$47,000; the actual cost included in the KSA Lighting & Controls quote is \$46,506. The actual cost of Sternberg lights for the proposed improvements at 93 Green Bay Road is \$28,103. The total quote for both the Streetscape Project (\$46,506) and 93 Green Bay Road (\$28,103) is \$74,609.

The Village has budgeted \$1,310,000 for the 2023 Phase 5 Streetscape Project and \$620,000 for the proposed improvements at 93 Green Bay Road, both of which are budgeted in Account No. 420.15.01-650. Staff is proposing to use \$74,609 from this account for the purchase of Streetscape lighting.

RECOMMENDATION:

Consider adopting Resolution No. R-29-2023, approving a proposal from KSA Lighting & Controls, for the purchase of Sternberg Pedestrian Lights and LED Bollards for the Elm Street Streetscape Project (Phase 5) and proposed commercial improvements at 93 Green Bay Road for an amount not to exceed \$74,609.

ATTACHMENTS:

1. Resolution No. R-29-2023: Waiving Bidding and Approving the Purchase of Pedestrian Lighting from KSA Lighting & Controls, Inc.

RESOLUTION NO. R-29-2023

A RESOLUTION WAIVING BIDDING AND APPROVING THE PURCHASE OF PEDESTRIAN LIGHTING FROM KSA LIGHTING & CONTROLS, INC.

WHEREAS, the Village of Winnetka ("***Village***") is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village desires to purchase Sternberg pedestrian lights and LED bollards for the Phase 5 Streetscape Project and the public improvements planned for 95 Green Bay Road (collectively, "***Lighting Fixtures***"); and

WHEREAS, in the past, the Village has purchased Lighting Fixtures from KSA Lighting & Controls, Inc. ("***Vendor***") for the Streetscape Project; and

WHEREAS, the Village desire to purchase the Lighting Fixtures from the Vendor to ensure that they match the lighting fixtures previously used by the Village; and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code the bidding requirements may be waived for contracts which by their nature are not adaptable to competitive bidding; and

WHEREAS, the Vendor is the sole source proprietary vendor for the Lighting Fixtures that match the lighting fixtures previously used by the Village, and has offered to provide the Lighting Fixtures to the Village for a total price not to exceed \$74,609.00 ("***Agreement***"); and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve the Agreement with Vendor;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1. RECITALS. The Village Council adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2. WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Lighting Fixtures.

SECTION 3: APPROVAL OF AGREEMENT. The Village Council approves the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

February 21, 2022

R-29-2023

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Vender; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Vendor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the Village Council, be null and void..

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by the vote of two-thirds of the Trustees.

ADOPTED this 21st day of February, 2023, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

February 21, 2022

R-29-2023

EXHIBIT A

February 21, 2022

R-29-2023



LIGHTING & CONTROLS

Quote

Job Name: Village of Winnetka
Quote #: 23-25711-0
Quote Label: Initial Version
Job Location: Winnetka, Illinois
Issue Date: 1/23/2023
Good Through: 2/21/2023
Quoted By: Rimbos, Tim

KSA LIGHTING INC
150 E PIERCE RD
SUITE 650
ITASCA, IL 60143-1222
(Phn) 630-307-6955 EXT:
(Fax) 630-307-6965

Quoted To: End User Quotation
To be purchased through an
authorized electrical distributor

Quoted For: Village of Winnetka
Winnetka, IL

Type	Qty	Manufacturer / Brand	Catalog #	Line Comment	Unit \$	Ext \$
	12	Sternberg Lighting	SSP10143-PT-MS805ALED-73-3ARC27T3-MDL03-SV2-FHD-FMC-FDRB/4211'-3"TFP5-C-GFI IUC-2-BDBA6/CM		\$5,463.00	\$65,556.00
	5	Sternberg Lighting	4201LED-1L27TS-MDL07-FDRB/CM		\$1,653.00	\$8,265.00
	1	Sternberg Lighting	CUSTOM FINISH SET UP FEE (PER CUSTOM FINISH)		\$788.00	\$788.00

Grand Total: \$74,609.00

Notes

- * Manufacturer's Standard Freight Terms and Conditions for Sale Apply - Subject to change without notice.
- * Any deviation voids this quote.
- * Alternate Fixtures are not included in the total.
- * Final confirmation of quantities and design intent is the responsibility of the contractor.
- * Subject to approval; No plans or specs were provided at bid time.
- * Certain assumptions have been made to assemble a functional system from the supplied documents. Final verification that all necessary equipment has been specified and ordered is the responsibility of the specifier/contractor. Please read the accompanying Bill of Materials carefully to verify that all items are correct.
- * Please reference KSA quote number on purchase order.
- * A set of submittals marked "Approved as Noted", or KSA Release Waiver Form, will be required for all project orders.
- * Partial releases are subject to additional freight charges.
- * Linear product over eight foot runs will require Factory Drawings approved. Distributor Hold For Release po is required to get factory drawings - which can take 1-2 weeks. Order will not be released to production until factory drawings are approved. Standard catalog cuts/specs will NOT be accepted.
- * KSA does not take responsibility for accuracy of submittals unless they are done by KSA or reviewed by KSA prior to submitting.
- * All control products will require submittal sets generated by KSA. Full Submittal sets are available upon receipt of HFR Purchase orders and require approximately 2 weeks to produce. Device color, voltage and counts must be verified prior to project release.
- * nLight devices require CAT 5 cable connections between devices. 1500 ft max cable length per zone. The preferred CAT 5 cable pin out for the nLight network is T568B.
- * Onsite Startup or fixture addressing for any Lighting or Controls material is NOT included unless specifically called out for on this quote.



LIGHTING & CONTROLS

Quote

Job Name: Village of Winnetka
Quote #: 23-25711-0
Quote Label: Initial Version
Job Location: Winnetka, Illinois
Issue Date: 1/23/2023
Good Through: 2/21/2023
Quoted By: Rimbos, Tim

Freight/Order Terms

Sternberg Lighting:	\$7500.00 net distributor cost for factory pre-paid to a single location within the 48 contiguous United States. Multiple location shipments and/or split subject to additional freight charges. Residential shipments require flat charge of \$100 per shipment. Sternberg Lighting Terms of Sale: 2) All orders \$10,000.00 and over require approved drawings prior to release. 3) Price good until expiration date. Lamps not included unless noted in part number. 4) Sternberg Lighting reserves the right to correct any typographical errors. 5) Cancellation of released purchase orders are subject to a 50% cancellation fee.	Freight Minimum:	\$7,500	Qualifies: Yes
		Order Minimum:	\$50.00	Qualifies: Yes



Agenda Item Executive Summary

TITLE: Approval of Annual Outdoor Seating Area Permits (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: February 21, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Annual outdoor seating area permit approval, as required for commercial use of Village sidewalks (Village Code Section 12.04.070).

EXECUTIVE SUMMARY:

The Village Code requires Village Council permission for businesses to operate on public sidewalks. Sixteen Winnetka businesses have applied for outdoor seating permits. The applicants submitted proposed layout sketches and certificates of insurance showing at least \$1,000,000/ occurrence and \$2,000,000 general aggregate liability, naming the Village as an additional insured.

The Village's insurance broker is in the process of reviewing and approving the insurance certificates, and Public Works Director Gio McLean will inspect the requested table layouts. Staff will work with the applicants to assure appropriate passage of pedestrians.

RECOMMENDATION:

Consider approval of the 2023 Outdoor Seating Area Permit applications, pending final insurance certificate and table layout approval by the Village.

ATTACHMENTS:

1. 2023 Outdoor Seating Area Permit Applicants

Licensee	Business Address	Permit Number	# of Tables	# of Chairs
At Properties	30 Green Bay Road	1	2	2
501 Local	501 Chestnut Street	2	10	40
Fred's Garage	574 Green Bay Road	3	4	16
Good Grapes - Sidewalk	821 Chestnut Ct	4	10	40
Grateful Bites Pizza Shoppe	899 Green Bay Road	5	6	26
HeART Studio	964 Green Bay Road	6	1	2
Hometown Coffee & Juice	749 Elm Street	7	23	68
Little Honeycomb	540 Lincoln Avenue	8	13	48
Noah's Ark	831 Elm St	9	1	2
Once Upon a Bagel	1050 Gage St	10	6	18
Peet's Coffee	817 Elm Street	11	6	17
Spirit Elephant	924 Green Bay Rd	12	5	10
Stacked and Folded	551 Lincoln Ave	13	6	24
Tocco	507 Chestnut St	14	8	16
Town & Oak	921-23 Green Bay Rd	15	7	28
True Juice	542 Chestnut St	16	2	4



Agenda Item Executive Summary

TITLE: Ordinance No. M-04-2023: 232 Sheridan - GFA, Corner & Rear Yard Setback Variations (Introduction)

PRESENTER: David Schoon

AGENDA DATE: February 21, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

INTRODUCTION

On February 21, 2023, the Village Council is scheduled to consider Ordinance M-04-2023 in response to an application submitted by Amy and William Franzen (collectively, the "Applicant") as the owners of the property located at 232 Sheridan Road (the "Subject Property"). (**Attachment 1**) The Applicant requests approval of the following zoning variations to allow construction of an addition to the existing residence on the Subject Property:

1. **Roofed Lot Coverage** of 2,128.62 square feet, whereas a maximum of 2,114.59 square feet is permitted, a variation of 14.03 square feet (0.66%) [Section 17.30.030 – Intensity of Use of Lot];
2. **Gross Floor Area (GFA)** of 3,778.69 square feet, whereas a maximum of 3,132.72 square feet is permitted, a variation of 645.97 square feet (20.62%) [Section 17.30.040 – Maximum Building Size] [Note: The existing residence currently consists of 3,631.88 square feet. The proposed addition would add 146.81 square feet of GFA];
3. **Corner Yard Setback** of 8.3 feet from the private road easement along the north property line, whereas a minimum of 22.82 feet is required, a variation of 14.52 feet (63.63%) [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The residence currently provides a corner yard setback of 5.65 feet];
4. **Rear Yard Setback** of 7.08 feet from the west property line, whereas a minimum of 15.45 feet is required, a variation of 8.37 feet (54.17%) [Section 17.30.070 – Rear Yard Setback] [Note: The residence currently provides a rear yard setback of 14 feet];
5. **Front-facing attached garage width** of 22.52 feet, whereas a maximum width of 22 feet is permitted, a variation of 0.52 feet (2.36%) [Section 17.30.110 – Garages]; and
6. **Front-facing attached garage door width** of 18 feet, whereas a maximum width of 9 feet is permitted for an individual door, a variation of 9 feet (100%) [Section 17.30.110 – Garages].

The variations are being requested in order to construct a two-story addition on the west side of the existing residence. The existing one-car attached garage would be expanded to accommodate a

second vehicle, along with expansion of the kitchen and the second floor above.

ADVISORY BOARD/COMMISSION REVIEW

The Zoning Board of Appeals (ZBA) first considered the request on December 12, 2022. At the December meeting the Board focused its discussion on the amount of additional gross floor area and the rear yard setback being requested. The Board asked the Applicant if the width of the garage and the kitchen addition, as well as the second-floor addition above, could be reduced to minimize the relief necessary. At the request of the Applicant, the Board voted unanimously to continue the request until the January meeting to provide the Applicant an opportunity to consider reducing the size of the proposed addition.

In response to comments and questions at the December meeting, the Applicant revised the plans to reduce the width of the proposed two-story addition by 2 feet. Additionally, the revised plans reflect the removal of an existing one-story bump-out in the family room, measuring approximately 26 square feet. The amended plans reduced the requested variations for (i) roofed lot coverage; (ii) gross floor area; (iii) rear yard setback; and (iv) front-facing attached garage width. The requested variations for the corner yard setback and the front-facing attached garage door width remain unchanged.

The ZBA considered the amended request on January 9, 2023. **Attachment 2** includes the January staff report to the ZBA, which summarizes the amended request and provides details of the variations. Attachment 2 also includes minutes of the December and January ZBA meetings. After hearing from the Applicant and receiving written correspondence from three adjacent neighbors in support of the request, the ZBA discussed the changes made by the Applicant to mitigate the requested relief. Two members were still concerned about the additional gross floor area, especially on the second floor. Ultimately, by a vote of 4-2, the Board recommended approval of the request.

Subsequent to the January ZBA meeting, a fourth neighbor provided written support of the request which is included in **Attachment 3**.

RECOMMENDATION:

Given the ZBA recommendation was not unanimous, the Council will consider Introduction of Ordinance No. M-04-2023.

ATTACHMENTS:

1. Ordinance No. M-04-2023: Granting Variations from the Winnetka Zoning Ordinance to Allow Construction of an Addition - 232 Sheridan Road
2. January 5, 2023, ZBA Staff Report and Attachments, December 12, 2022, ZBA Meeting Minutes, and January 9, 2023, ZBA Meeting Minutes
3. Additional Public Correspondence

**AN ORDINANCE GRANTING VARIATIONS FROM THE
WINNETKA ZONING ORDINANCE TO ALLOW THE CONSTRUCTION
OF AN ADDITION TO AN EXISTING RESIDENCE WITHIN
THE R-4 SINGLE FAMILY RESIDENTIAL DISTRICT
(232 Sheridan Road)**

WHEREAS, Amy and William Franzen (collectively, the “*Applicant*”) are the record title owners of the parcel of real property commonly known as 232 Sheridan Road in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“*Subject Property*”); and

WHEREAS, the Subject Property is approximately 0.18 acres in area and located within the R-4 Single Family Residential District of the Village (“*R-4 District*”) and is improved with a single-family residence (“*Residence*”); and

WHEREAS, the Applicant desires to construct a two-story addition to the Residence (“*Proposed Addition*”); and

WHEREAS, pursuant to Section 17.30.030 of the Winnetka Zoning Ordinance (“*Zoning Ordinance*”), the maximum permitted roofed lot coverage for the Subject Property is 2,114.59 square feet; and

WHEREAS, pursuant to Section 17.30.040 of the Zoning Ordinance, the maximum permitted gross floor area for the Subject Property is 3,132.72 square feet; and

WHEREAS, pursuant to Section 17.30.050 of the Zoning Ordinance, the required corner yard setback for the Subject Property is 22.82 feet; and

WHEREAS, pursuant to Section 17.30.070 of the Zoning Ordinance, the required rear yard setback for the Subject Property is 15.45 feet; and

WHEREAS, pursuant to Section 17.30.110 of the Zoning Ordinance, the maximum permitted front-facing attached garage width for the Subject Property is 22 feet; and

WHEREAS, pursuant to Section 17.30.110 of the Zoning Ordinance, the maximum permitted front-facing attached garage door width for the Subject Property is 9 feet for an individual door; and

WHEREAS, to construct the Proposed Addition on the Subject Property, the Applicant filed an application for variations from: (i) Section 17.30.030 to allow roofed garage coverage of 2,128.62 square feet; (ii) Section 17.30.040 to allow a gross floor area of 3,778.69 square feet; (iii) Section 17.30.050 to allow a corner yard setback of 8.3 feet from the private road easement along the north property line; (iv) Section 17.30.070 to allow a rear yard setback of 7.08 feet from the west property line; (v) Section 17.30.110 to allow a front-facing attached garage width of 22.52 feet;

and (vi) Section 17.30.110 to allow a front-facing attached garage door width of 18 feet (collectively, the “*Variations*”); and

WHEREAS, on December 12, 2022 and January 9, 2023, after due notice thereof, the Zoning Board of Appeals (“**ZBA**”) conducted a public hearing on the Variations and, by a vote of four members in favor and two opposed, recommended that the Council of the Village of Winnetka (“**Village Council**”) approve the Variations; and

WHEREAS, pursuant to Section 17.60.050 of the Zoning Ordinance, the Village Council has determined that: (i) the Variations are in harmony with the general purpose and intent of the Zoning Ordinance and are in accordance with general or specific rules set forth in Chapter 17.60 of the Zoning Ordinance; and (ii) there are practical difficulties or particular hardships in the way of carrying out the strict letter of the provision or regulation of the Zoning Ordinance from which the Variations have been sought; and

WHEREAS, the Village Council has determined that approval of the Variations for the Subject Property within the R-4 District is in the best interest of the Village and its residents;

NOW, THEREFORE, the Council of the Village of Winnetka do ordain as follows:

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this section as the findings of the Village Council, as if fully set forth herein.

SECTION 2: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Variations from Sections 17.30.030, 17.30.040, 17.30.050, 17.30.070 and 17.30.110 of the Zoning Ordinance to allow the construction of the Proposed Addition on the Subject Property are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

SECTION 3: CONDITIONS. The Variations granted by Section 2 of this Ordinance are subject to, and contingent upon, compliance by the Applicant with the following conditions:

- A. **Commencement of Construction.** The Applicant must commence the construction of the Proposed Addition no later than 12 months after the effective date of this Ordinance.
- B. **Compliance with Regulations.** Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Addition and Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- C. **Reimbursement of Village Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees,

costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

- D. Compliance with Plans. The development, use, and maintenance of the Proposed Addition on the Subject Property must be in strict accordance with the plans prepared by J.P. Franzen Associates Architects, P.C., consisting of 8 sheets, with a latest revision date of December 15, 2022, copies of which are attached to, and by this reference, made part of this Ordinance as **Exhibit B (“Plans”)**, except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Clerk Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Section 2 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: AMENDMENTS. Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting variations.

SECTION 7: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8: EFFECTIVE DATE.

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the Village Council in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 8.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 21st day of February, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2023.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees
of the Village of Winnetka,
Illinois, this ____ day of _____,
2023.

Introduced: _____, 2023

Passed and Approved: _____, 2023

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 1 IN WHITE'S RESUBDIVISION OF WINNETKA VILLAGE BEING A SUBDIVISION OF BLOCK 2 IN PHILLIPS PARTITION OF SUBDIVISION IN FRACTIONAL SOUTH EAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 232 Sheridan Road, Winnetka, Illinois.

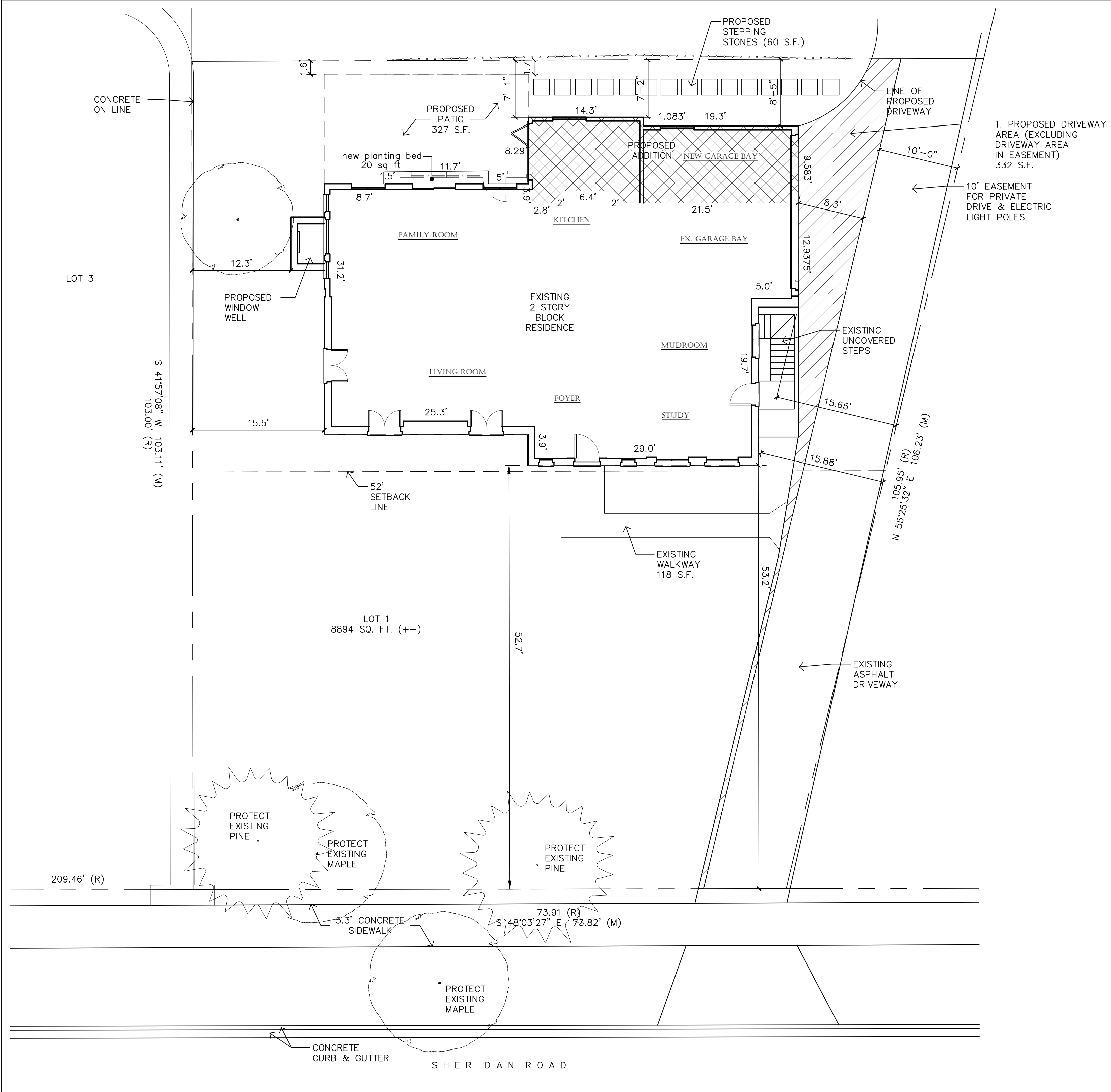
PIN: 05-21-411-014-0000

EXHIBIT B

PLANS

(SEE ATTACHED EXHIBIT B)

EXHIBIT B

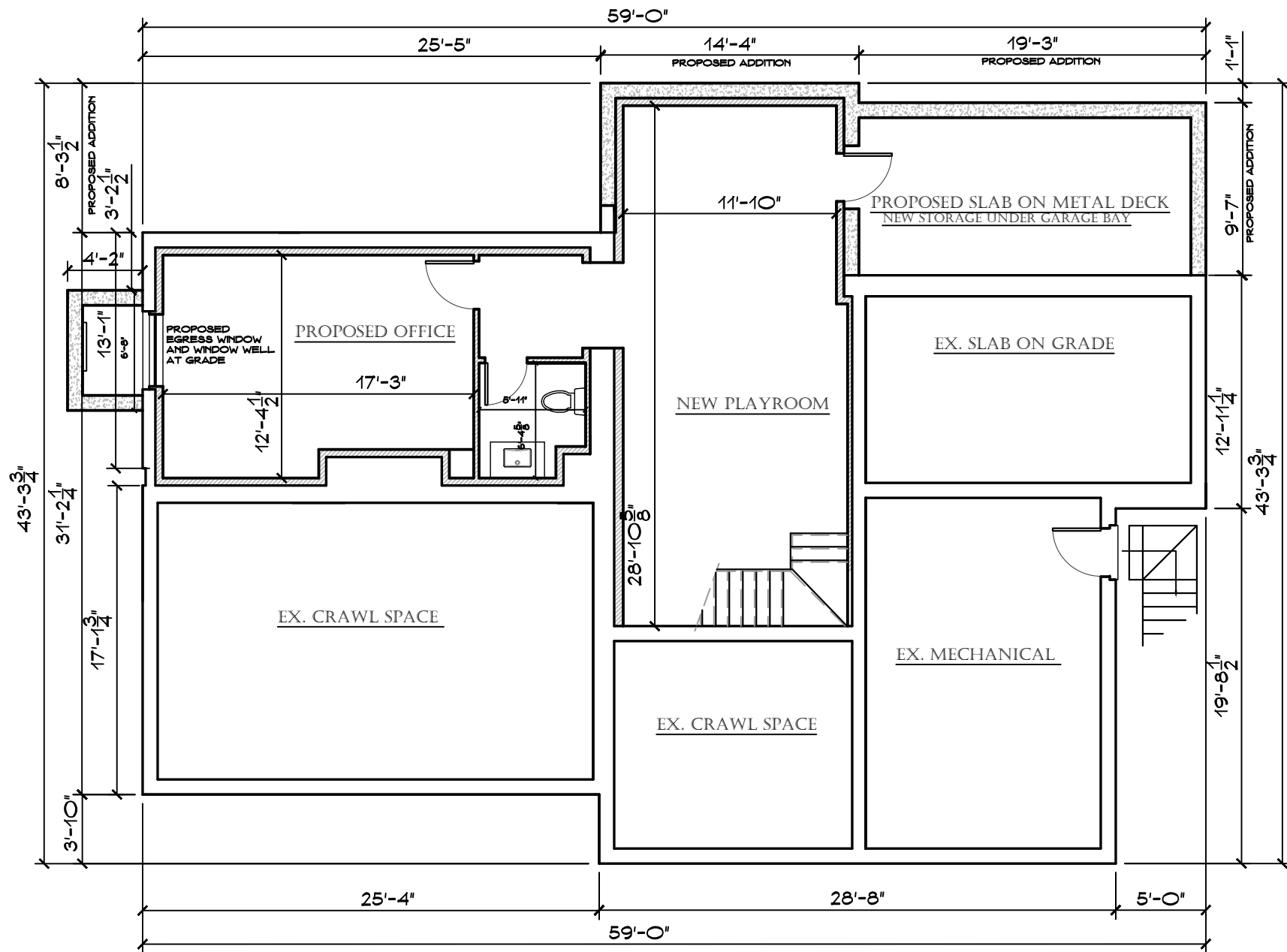


ALL EXISTING SITE INFORMATION DERIVED FROM PROPERTY BOUNDARY SURVEY PREPARED FOR:
WILLIAM & AMY FRANZEN
232 SHERIDAN ROAD
WINNETKA, IL 60093

BY:
EXACTA LAND SURVEYORS, LLC
316 EAST JACKSON STREET
MORRIS, IL 60450
(773) 305-4011
SURVEY #: 2207.2860
DATED: 11.04.22 (REV.)

FOR TOWN APPROVALS ONLY
11.15.22 r 12.15.22

ADDRESS OF CONSTRUCTION: 232 SHERIDAN ROAD WINNETKA, IL 60093	DATE:
LOT #: 1 ZONE: R-4	
APPLICANT: FRANZEN ASSOCIATES 95 HARBOR ROAD SOUTHPORT, CT 06890	
OWNER OF RECORD: WILLIAM & AMY FRANZEN 232 SHERIDAN ROAD WINNETKA, IL 60093	
PROPOSED SITE PLAN	
FRANZEN ASSOCIATES 95 HARBOR ROAD SOUTHPORT, CT 06890 TEL: (203) 259-0529 Fax: (203) 254-6497	SCALE: 1/8" = 1' - 0" DRAWN BY: RFA PROJECT #: 122021 DRAWING #: SP-1
PROJECT NORTH	ACTUAL NORTH



FOUNDATION - BASEMENT PROPOSED
SCALE 1/8"=1'-0"

**JPFRANZEN
ASSOCIATES
ARCHITECTS, P.C.**

TIDE MILL BUILDING
55 HARBOR ROAD
SOUTHFORD, CT 06480
(203) 239-0029

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

PROPOSED PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022
DEC. 15, 2022

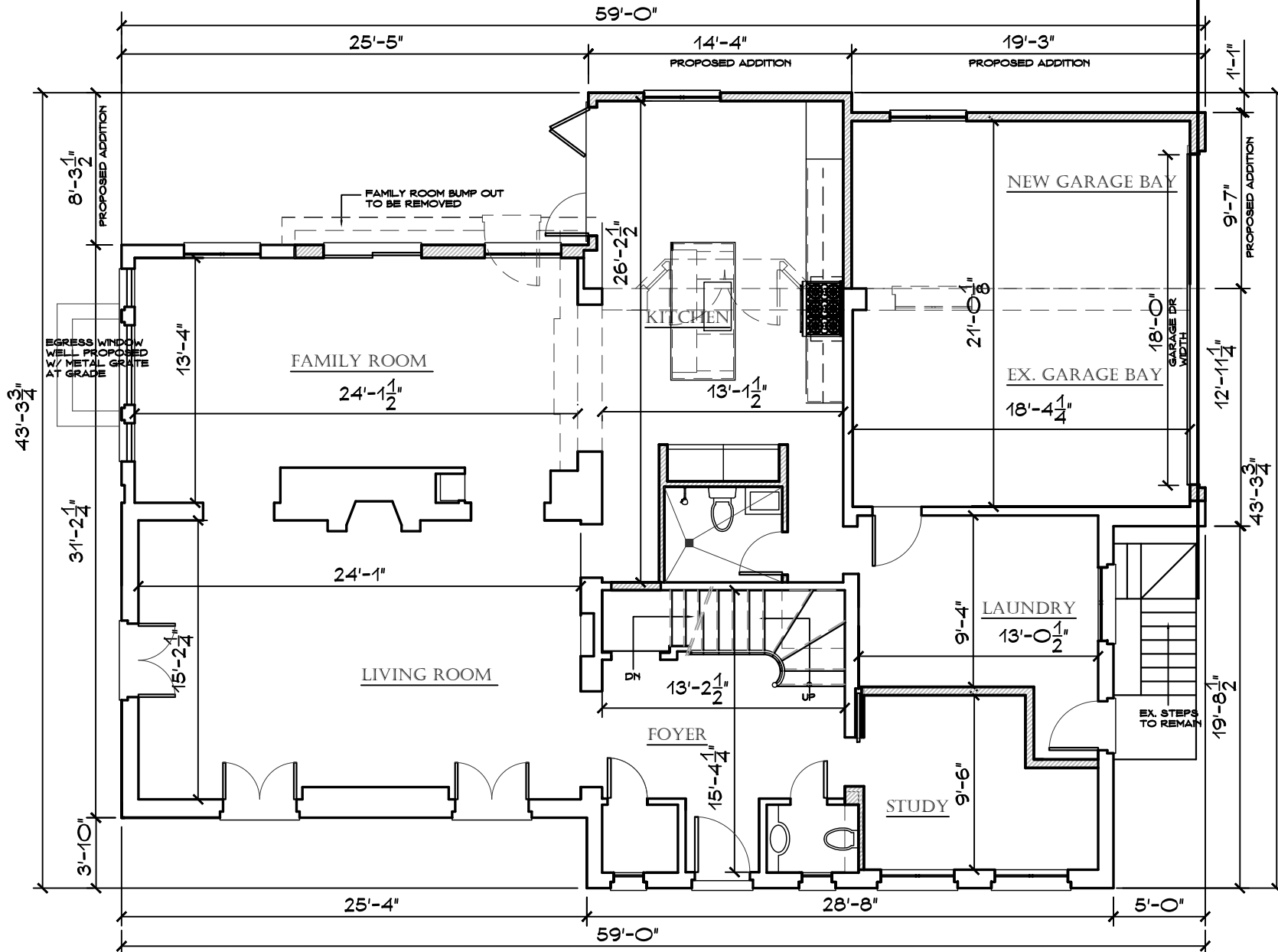
SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO

A-0

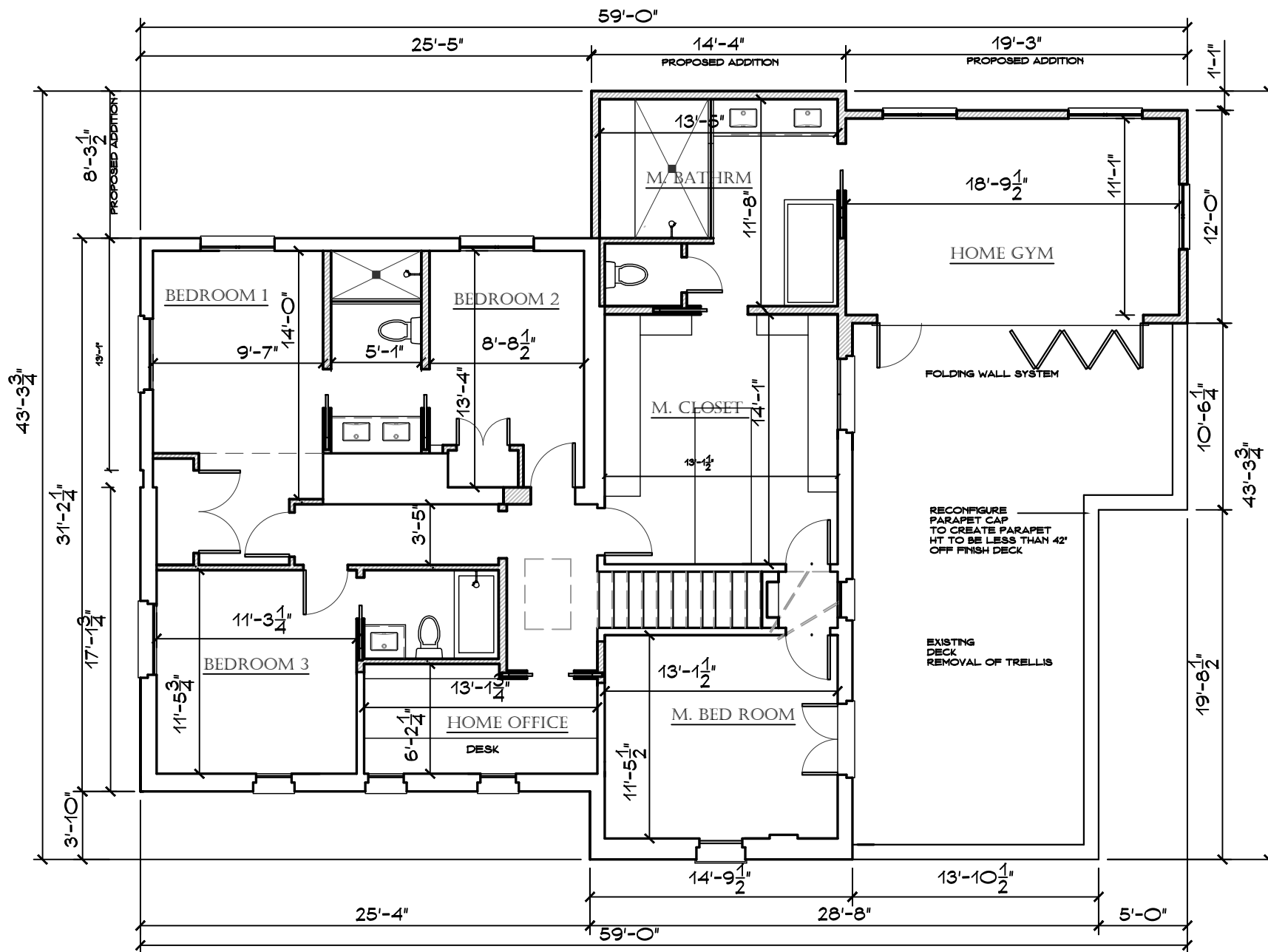


FIRST FLOOR - PROPOSED

SCALE

1/8"=1'-0"

J.P.FRANZEN ASSOCIATES ARCHITECTS, P.C.		ALTERATIONS AND ADDITIONS TO THE RESIDENCE MR. AND MRS. FRANZEN 232 SHERIDAN ROAD WINNETKA IL		SCALE AS NOTED
TIDE MILL BUILDING 50 HARBOR ROAD SOUTHPORT, CT 06480 (203) 259-0029		PROPOSED PLANS AND ELEVATIONS		DRAWN BY JTS
				JOB NO 093022
				DRAWING NO A-1



SECOND FLOOR - PROPOSED

SCALE

1/8"=1'-0"

SCALE AS NOTED	ALTERATIONS AND ADDITIONS TO THE RESIDENCE MR. AND MRS. FRANZEN 232 SHERIDAN ROAD WINNETKA IL	JPFRANZEN ASSOCIATES ARCHITECTS, P.C. THE MILL BUILDING 95 HARBOR ROAD SOUTHPORT, CT 06480 (203) 299-0029
DRAWN BY JTS		
JOB NO 093022	DATE OCT. 31, 2022 NOV. 15, 2022	PROPOSED PLANS AND ELEVATIONS
DRAWING NO A-2		



FRONT (EAST-STREET SIDE) ELEVATION-PROPOSED

SCALE

1/8"=1'-0"

**J.P.FRANZEN
ASSOCIATES
ARCHITECTS. P.C.**

TIDE MILL BUILDING
95 HARBOR ROAD
SOUTHPORT, CT 06490
(203) 239-0329

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

PROPOSED PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022
NOV. 15, 2022
DEC. 15, 2022

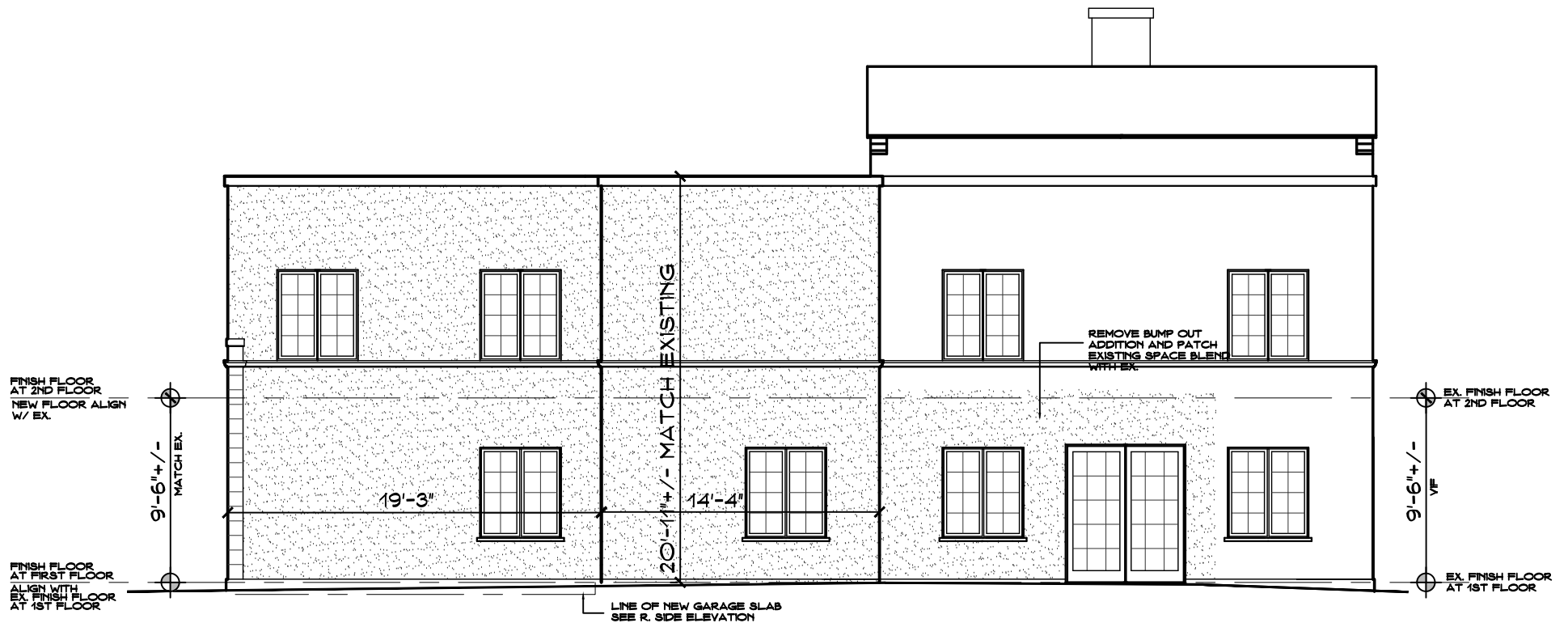
SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO

A-3



REAR (WEST) ELEVATION -PROPOSED
SCALE 1/8"=1'-0"

**J.P. FRANZEN
ASSOCIATES
ARCHITECTS, P.C.**

TIDE MILL BUILDING
95 HARBOR ROAD
SOUTHFORD, CT 06480
(203) 239-0529

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

PROPOSED PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022
NOV. 15, 2022
DEC. 15, 2022

SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO

A-4



R. SIDE (NORTH) ELEVATION-PROPOSED

SCALE

1/8"=1'-0"

**J.P.FRANZEN
ASSOCIATES
ARCHITECTS. PC.**

TIDE MILL BUILDING
95 HARBOR ROAD
SOUTHFORD, CT 06480
(203) 239-0529

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

PROPOSED PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022
NOV. 15, 2022
DEC. 15, 2022

SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO

A-5



L. SIDE (SOUTH) ELEVATION-PROPOSED

SCALE

1/8"=1'-0"

**J.P. FRANZEN
ASSOCIATES
ARCHITECTS. P.C.**

TIDE MILL BUILDING
95 HARBOR ROAD
SOUTHPORT, CT 06490
(203) 239-0329

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

PROPOSED PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022
NOV. 15, 2022
DEC. 16, 2022

SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO

A-6

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Winnetka, Illinois ("*Village*");

WHEREAS, Amy and William Franzen (collectively, the "*Applicant*") are the record title owners of the parcel of real property commonly known as 232 Sheridan Road in Winnetka, Illinois ("*Subject Property*"); and

WHEREAS, the Subject Property is approximately 0.18 acres in area and located within the R-4 Single Family Residential District of the Village ("*R-4 District*") and is improved with a single-family residence ("*Residence*"); and

WHEREAS, the Applicant desires to construct a two-story addition to the Residence ("*Proposed Addition*"); and

WHEREAS, to construct the Proposed Addition on the Subject Property, the Applicant filed an application for variations from: (i) Section 17.30.030 to allow roofed garage coverage of 2,128.62 square feet; (ii) Section 17.30.040 to allow a gross floor area of 3,778.69 square feet; (iii) Section 17.30.050 to allow a corner yard setback of 8.3 feet from the private road easement along the north property line; (iv) Section 17.30.070 to allow a rear yard setback of 7.08 feet from the west property line; (v) Section 17.30.110 to allow a front-facing attached garage width of 22.52 feet; and (vi) Section 17.30.110 to allow a front-facing attached garage door width of 18 feet (collectively, the "*Variations*"); and

WHEREAS, Ordinance No. M-04-2023, adopted by the Village Council on _____, 2023 ("*Ordinance*"), grants the Variations; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Applicant does hereby agree and covenant as follows:

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of the

Variations for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the Variations for the Subject Property.

5. The Applicant hereby agrees to pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out-of-pocket expenses, such as attorneys' and experts' fees, and will also include the reasonable value of any services rendered by any employees of the Village.

Dated: _____, 2023

ATTEST: **AMY FRANZEN**

By: _____

ATTEST: **WILLIAM FRANZEN**

By: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
DATE: JANUARY 5, 2023
SUBJECT: 232 SHERIDAN ROAD – VARIATIONS (AMENDED CASE NO. 22-30-V2)

INTRODUCTION

On January 9, 2023, the Zoning Board of Appeals will continue a public hearing on an amended application submitted by Amy and William Franzen (collectively the “Applicant”), as the owners of the property located at 232 Sheridan Road (the “Subject Property”). The Applicant now requests approval of the following zoning variations to allow construction of an addition to the existing residence on the Subject Property:

1. **Roofed Lot Coverage** of 2,128.62 square feet, whereas a maximum of 2,114.59 square feet is permitted, a variation of 14.03 square feet (0.66%) [Section 17.30.030 – Intensity of Use of Lot];
2. **Gross Floor Area (GFA)** of 3,778.69 square feet, whereas a maximum of 3,132.72 square feet is permitted, a variation of 645.97 square feet (20.62%) [Section 17.30.040 – Maximum Building Size] [Note: The existing residence currently consists of 3,631.88 square feet. The proposed addition would add 146.81 square feet of GFA];
3. **Corner Yard Setback** of 8.3 feet from the private road easement along the north property line, whereas a minimum of 22.82 feet is required, a variation of 14.52 feet (63.63%) [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The residence currently provides a corner yard setback of 5.65 feet];
4. **Rear Yard Setback** of 7.08 feet from the west property line, whereas a minimum of 15.45 feet is required, a variation of 8.37 feet (54.17%) [Section 17.30.070 – Rear Yard Setback] [Note: The residence currently provides a rear yard setback of 14 feet];
5. **Front-facing attached garage width** of 22.52 feet, whereas a maximum width of 22 feet is permitted, a variation of 0.52 feet (2.36%) [Section 17.30.110 – Garages]; and
6. **Front-facing attached garage door width** of 18 feet, whereas a maximum width of 9 feet is permitted for an individual door, a variation of 9 feet (100%) [Section 17.30.110 – Garages].

The initial hearing on December 12, 2022, was properly noticed on November 24, 2022, in the *Winnetka Talk* and a mailed notice was sent to property owners within 250 feet of the Subject Property in compliance with the Zoning Ordinance. As of the date of this memo, staff has received two written comments from the public regarding this application. One comment was received the day of the December ZBA meeting and was provided to the Board via email prior to the meeting, as well as at the meeting on December 12. The second comment was received after the December meeting. Both written comments are included in this report as Attachment D1. For reference, the December 8 staff report and attachments are provided as Attachment C1 of this report.

As will be discussed later in the report, ***the Applicant has reduced the extent of the zoning relief requested for (i) roofed lot coverage; (ii) gross floor area, (iii) rear yard setback, and (iv) front-facing attached garage width.*** The Village Council still has final jurisdiction on this request as only the Council has the authority to grant variations to (i) exceed the permitted gross floor area by more than 10%; and (ii) reduce a corner yard setback or a rear yard setback for a principal building by more than 50% of the required setback.

DECEMBER 12, 2022, ZBA PUBLIC HEARING

At its regular monthly meeting on December 12, the ZBA held a public hearing on the Applicant's requested zoning relief. At the December meeting, the Board focused its discussion on the amount of additional gross floor area and the rear yard setback being requested. The Board asked the Applicant if the width of the garage and the kitchen addition, as well as the second-floor addition above, could be reduced to minimize the relief necessary. At the request of the Applicant, the Board voted unanimously to continue the request until the January meeting to provide the Applicant an opportunity to consider reducing the size of the proposed addition. A copy of the draft December 12 minutes is included in the January 9 agenda packet for the ZBA's approval.

AMENDED PROPOSED PLAN

In response to comments and questions at the December 12 ZBA meeting, the Applicant has provided the attached revised plans (Attachment B1). The plans have been revised to reduce the width of the proposed two-story addition by 2 feet. Additionally, the revised plans reflect the removal of an existing one-story bump-out in the family room, on the west elevation, measuring approximately 26 square feet.

As reflected in the amended plans, the proposed garage would be 22.52 feet in width, rather than 24.94 feet as originally proposed and presented to the Board at the December 12 meeting. As a result, the additional garage bay would measure 19.25 feet by 9.58 feet (184 square feet), a reduction of 47 square feet from the original plan. The Applicant has also reduced the size of the proposed kitchen addition to 151 square feet, a reduction of 13 square feet from the original plan. As result of the entire addition being reduced by 2 feet, the second-floor addition above the garage and kitchen, consisting of a primary bathroom and gym, has been reduced by 44 square feet.

In summary, the net increase in roofed lot coverage is approximately 291 square feet, a reduction of 97 square feet from the original plan. The net increase in GFA is now 147 square feet, a reduction of 153 square feet from the originally proposed increase of 300 square feet. The proposed width of the garage door remains unchanged at 18 feet.

Excerpts of the amended site plan, floor plans, and building elevations are provided on the following pages as Figures 1 through 6.

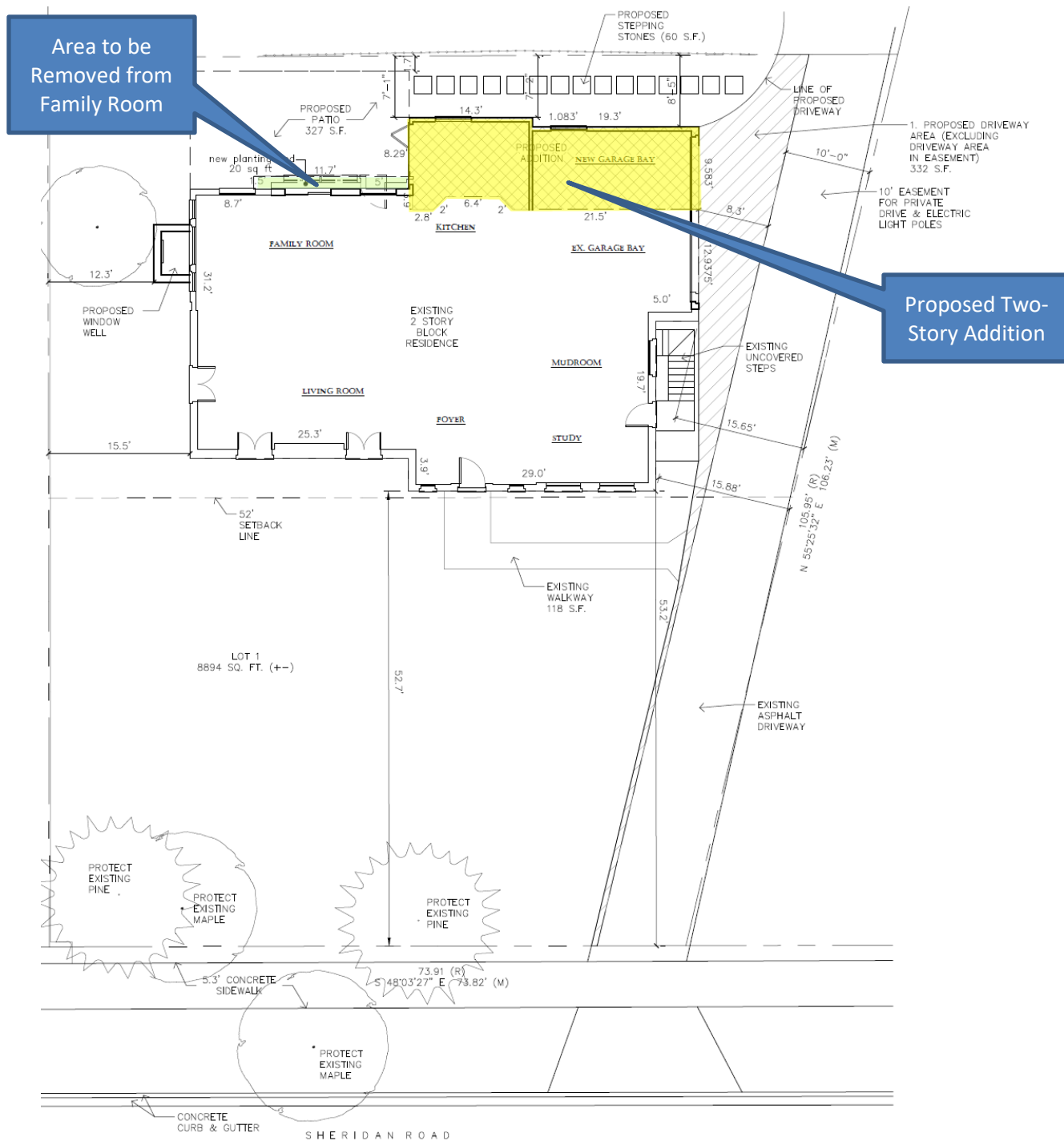


Figure 1 – Amended Site Plan

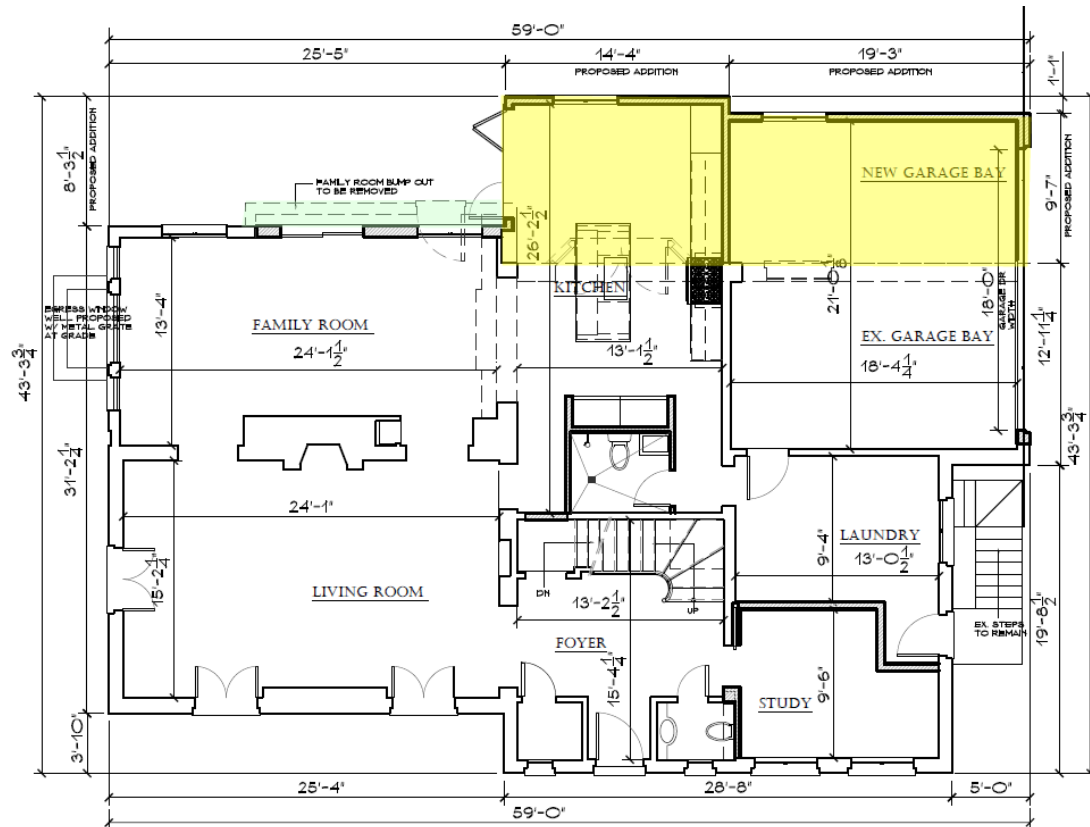


Figure 2 – Amended First Floor Plan

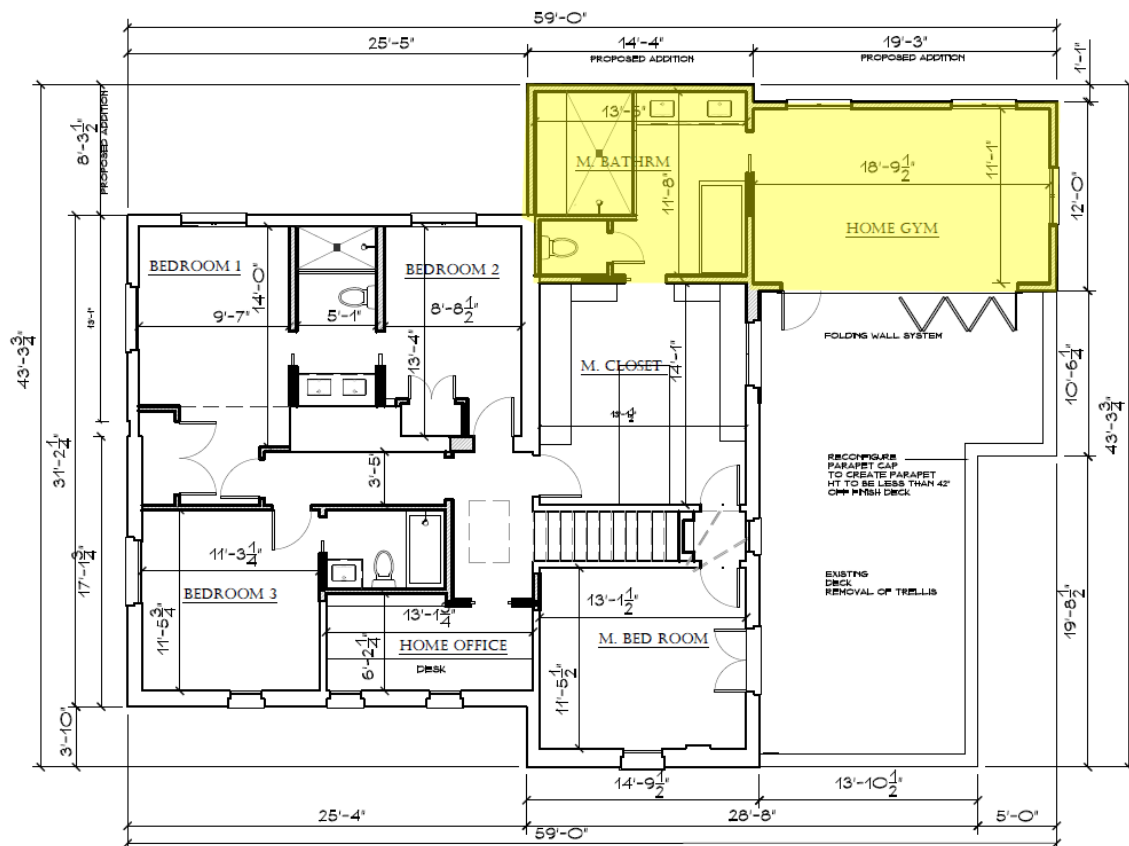


Figure 3 – Amended Second Floor Plan



Figure 4 – Amended Rear Building Elevation (West)



Figure 5 – Amended Corner Elevation (North)



Figure 6 – Amended Side Elevation (South)

REQUESTED ZONING RELIEF

The attached amended zoning matrix highlights the existing lot and the proposed improvement's compliance with the R-4 zoning district (Attachment A1). Six variations are still being requested: (1) roofed lot coverage; (2) gross floor area; (3) minimum corner yard setback; (4) minimum rear yard setback; (5) maximum front-facing attached garage width; and (6) maximum front-facing attached garage door width. However, the amended plan represents a reduction in the proposed roofed lot coverage, gross floor area, and front-facing attached garage width, as well as an increase in the proposed rear yard setback. The requested variations for the corner yard setback and the front-facing attached garage door width remain unchanged.

Maximum Roofed Lot Coverage (RLC). The site currently contains 1,837.24 square feet of RLC. The net increase in RLC with the proposed amended addition and removal of a portion of the existing family room is 291.38 square feet, bringing the total RLC to 2,128.62 square feet, whereas a maximum of 2,114.59 square feet is permitted, a variation of 14.03 square feet (0.66%). The amended plan represents a reduction of 97.4 square feet from the original proposal.

Maximum Building Size (GFA). The site currently contains 3,631.88 square feet of GFA, exceeding the maximum permitted GFA by 499.16 square feet. The net increase in GFA with the proposed amended plan is 146.81 square feet; bringing the total GFA to 3,778.69 square feet, whereas a maximum of 3,132.72 square feet is permitted, a variation of 645.97 square feet (20.62%). This is a reduction of 153.58 square feet from the original proposal.

Corner Yard Setback (Private Road Easement). The existing residence is legally nonconforming with respect to the required corner yard setback as it currently provides a corner yard setback of 5.65 feet from the outer limits of the private road easement along the north property line of the Subject Property, encroaching the minimum required setback of 22.82 feet by 17.17 feet. The proposed addition would provide a corner yard setback of 8.3 feet, requiring a variation of 14.52 feet (63.63%). The proposed corner yard setback would remain the same with the amended plan.

Rear Yard Setback (West Property Line). The existing residence is also legally nonconforming with respect to the minimum required rear yard setback as it currently provides a rear yard setback of 14 feet from the west property line, encroaching the minimum required setback of 15.45 feet by 1.45 feet. The proposed amended addition would provide a rear yard setback of 7.08 feet, requiring a variation of 8.37 feet (54.17%). This is an increase of 1.98 feet from the rear yard setback proposed on the original plan.

Front-Facing Attached Garage Width. The existing attached garage is 12.94 feet in width. The proposed additional garage bay, which would measure 9.58 feet in width, would bring the total width of the garage to 22.52 feet. The Zoning Ordinance allows a maximum width of 22 feet when an attached garage is part of the front elevation of the building. The amended plan represents a reduction of 2.42 feet in width for the garage from the original plan.

Front-Facing Attached Garage Door Width. The proposed garage door would be 18 feet in width, which is the same as originally proposed. The Zoning Ordinance allows a maximum of two individual 9-foot wide garage doors on a front-facing attached garage.

For those zoning requirements requiring variations, the following compares the Zoning Ordinance requirements, the existing conditions, as well as the difference between the originally proposed plan and the amended plan currently before the Board.

	CODE REQUIREMENT	EXISTING CONDITION	ORIGINAL PLAN	AMENDED PLAN
MAXIMUM ROOFED LOT COVERAGE	2,114.59 square feet	1,837.24 square feet	2,226.02 square feet	2,128.62 square feet
MAXIMUM GROSS FLOOR AREA	3,132.72 square feet	3,631.88 square feet	3,932.27 square feet	3,778.69 square feet
MINIMUM CORNER YARD SETBACK	22.82 feet	5.64 feet	8.3 feet	8.3 feet
MINIMUM REAR YARD SETBACK	15.45 feet	14 feet	5.1 feet	7.08 feet
MAXIMUM FRONT-FACING ATTACHED GARAGE WIDTH	22 feet	12.54 feet	24.94 feet	22.52 feet
MAXIMUM FRONT-FACING GARAGE DOOR WIDTH	Two 9-foot wide doors	One 9.75-foot wide door	One 18-foot wide door	One 18-foot wide door

FINDINGS

Does the ZBA find that the requested variations meet the standards for granting such variations; and if so, is the ZBA prepared to make a recommendation to the Village Council regarding the requested relief? If so, a ZBA member may wish to make a motion recommending approval or recommending denial based upon the following:

Move to recommend **approval [denial]** of the following variations granting:

1. Roofed Lot Coverage of 2,128.62 square feet, whereas a maximum of 2,114.59 square feet is permitted, a variation of 14.03 square feet (0.66%) [Section 17.30.030 – Intensity of Use of Lot];
2. Gross Floor Area (GFA) of 3,778.69 square feet, whereas a maximum of 3,132.72 square feet is permitted, a variation of 645.97 square feet (20.62%) [Section 17.30.040 – Maximum Building Size];
3. Corner Yard Setback of 8.3 feet from the private road easement along the north property line, whereas a minimum of 22.82 feet is required, a variation of 14.52 feet (63.63%) [Section 17.30.050 – Front and Corner Yard Setbacks];
4. Rear Yard Setback of 7.08 feet from the west property line, whereas a minimum of 15.45 feet is required, a variation of 8.37 feet (54.17%) [Section 17.30.070 – Rear Yard Setback];
5. Front-facing attached garage width of 22.52 feet, whereas a maximum width of 22 feet is permitted, a variation of 0.52 feet (2.36%) [Section 17.30.110 – Garages]; and
6. Front-facing attached garage door width of 18 feet, whereas a maximum width of 9 feet is permitted for an individual door, a variation of 9 feet (100%) [Section 17.30.110 – Garages].

The Zoning Board of Appeals finds, based on evidence in the record or a public document, that the variations requested are **in harmony [not in harmony]** with the general purpose and intent of the Zoning Ordinance and that each of the following eight standards on which evidence is required pursuant to Section 17.60.050 of this Code **has been met [has not been met]** in connection with this variation application **[subject to the following conditions...]**

The eight standards to consider when granting a variation are as follows:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.
2. The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants.
3. The variation, if granted, will not alter the essential character of the locality.
4. An adequate supply of light and air to the adjacent property will not be impaired.
5. The hazard from fire and other damages to the property will not be increased.
6. The taxable value of the land and buildings throughout the Village will not diminish.
7. The congestion in the public street will not increase.
8. The public health, safety, comfort, morals, and welfare of the inhabitants of the Village will not otherwise be impaired.

ATTACHMENTS

Attachment A1: Amended Zoning Matrix

Attachment B1: Applicant's Revised Plans

Attachment C1: December 8, 2022, ZBA Staff Report and Attachments

Attachment D1: Public Correspondence

ATTACHMENT A1

ZONING MATRIX

(Amended 01.03.2023)

ADDRESS: 232 Sheridan Road

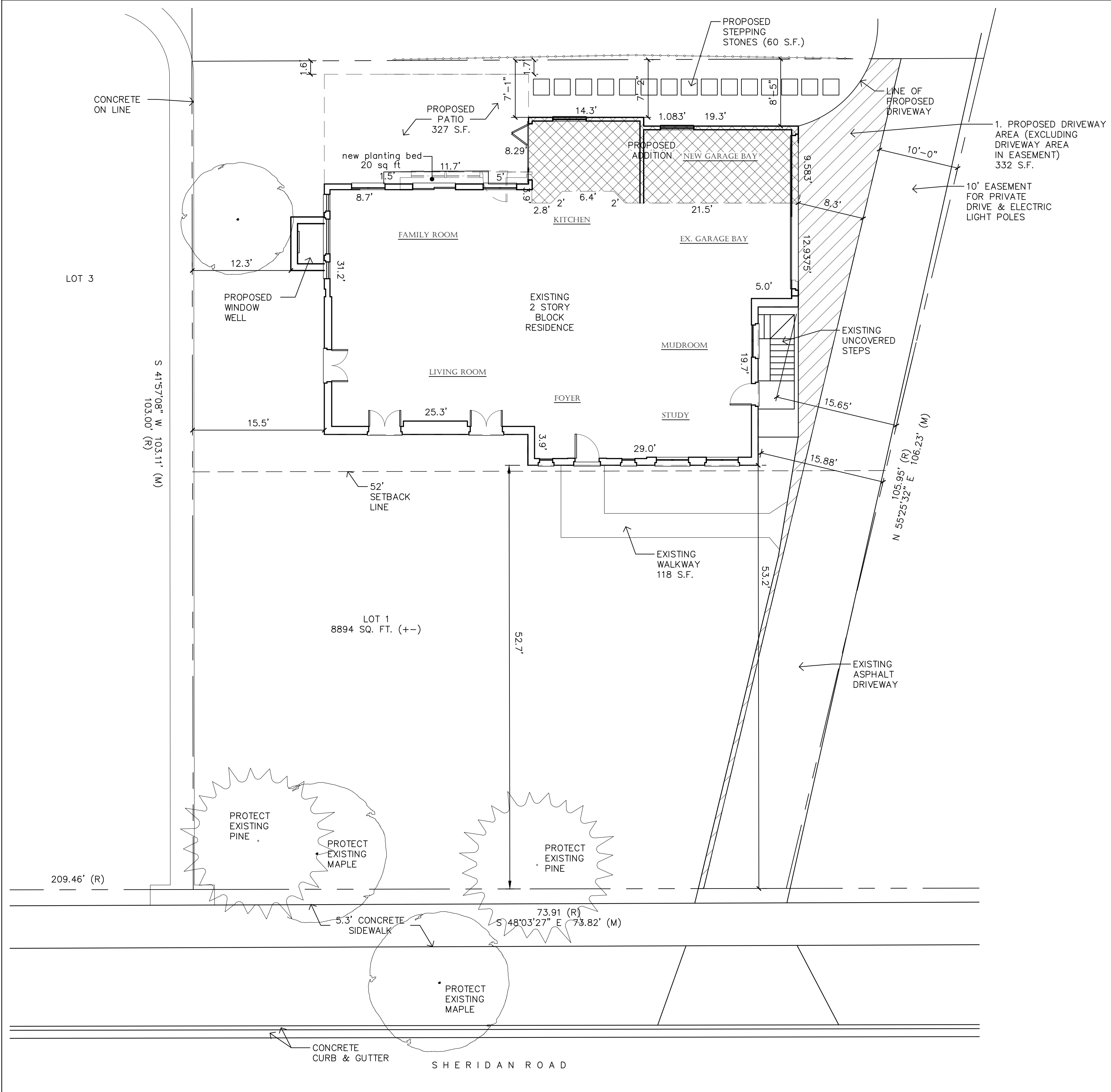
CASE NO: 22-30-V2

ZONING: R-4

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	13,300 SF	7,831.8 SF	N/A	N/A	EXISTING NONCONFORMING
Min. Average Lot Width	70 FT	76.04 FT	N/A	N/A	OK
Min. Lot Depth	120 FT	103 FT	N/A	N/A	EXISTING NONCONFORMING
Max. Roofed Lot Coverage	2,114.59 SF (1)	1,837.24 SF	2,128.62 SF	291.38 SF	14.03 SF (0.66%) VARIATION
Max. Gross Floor Area	3,132.72 SF (1)	3,631.88 SF	3,778.69 SF	146.81 SF	645.97 SF (20.62%) VARIATION
Max. Impermeable Lot Coverage	3,915.9 SF (1)	3,196.24 SF	3,093.43 SF	-102.81 FT	OK
Max. Front Yard Lot Coverage	575 SF	0 FT	0 FT	0 FT	OK
Min. Front Yard (Sheridan/East)	30 FT	52.7 FT	52.7 FT	0 FT	OK
Min. Corner Yard (Private Easement/North)	22.82 FT	5.65 FT	8.3 FT (3)	0 FT	14.52 FT (63.63%) VARIATION
Min. Side Yard (South)	7.6 FT	15.5 FT	15.5 FT	0 FT	OK
Min. Rear Yard (West)	15.45 FT	14 FT	7.08 FT	-6.92 FT	8.37 FT (54.17%) VARIATION

NOTES:

- (1) Based on net lot area of 7,831.8 s.f. Gross lot area is 8,894 s.f. Area private road easement (1,062.2 s.f.) is excluded from the lot area for zoning purposes).
- (2) Variation amount is the difference between proposed and requirement.
- (3) Existing nonconforming setback of 5.65 feet will remain. Proposed addition would provide a setback of 8.3 feet from the outer limits of the private road easement.

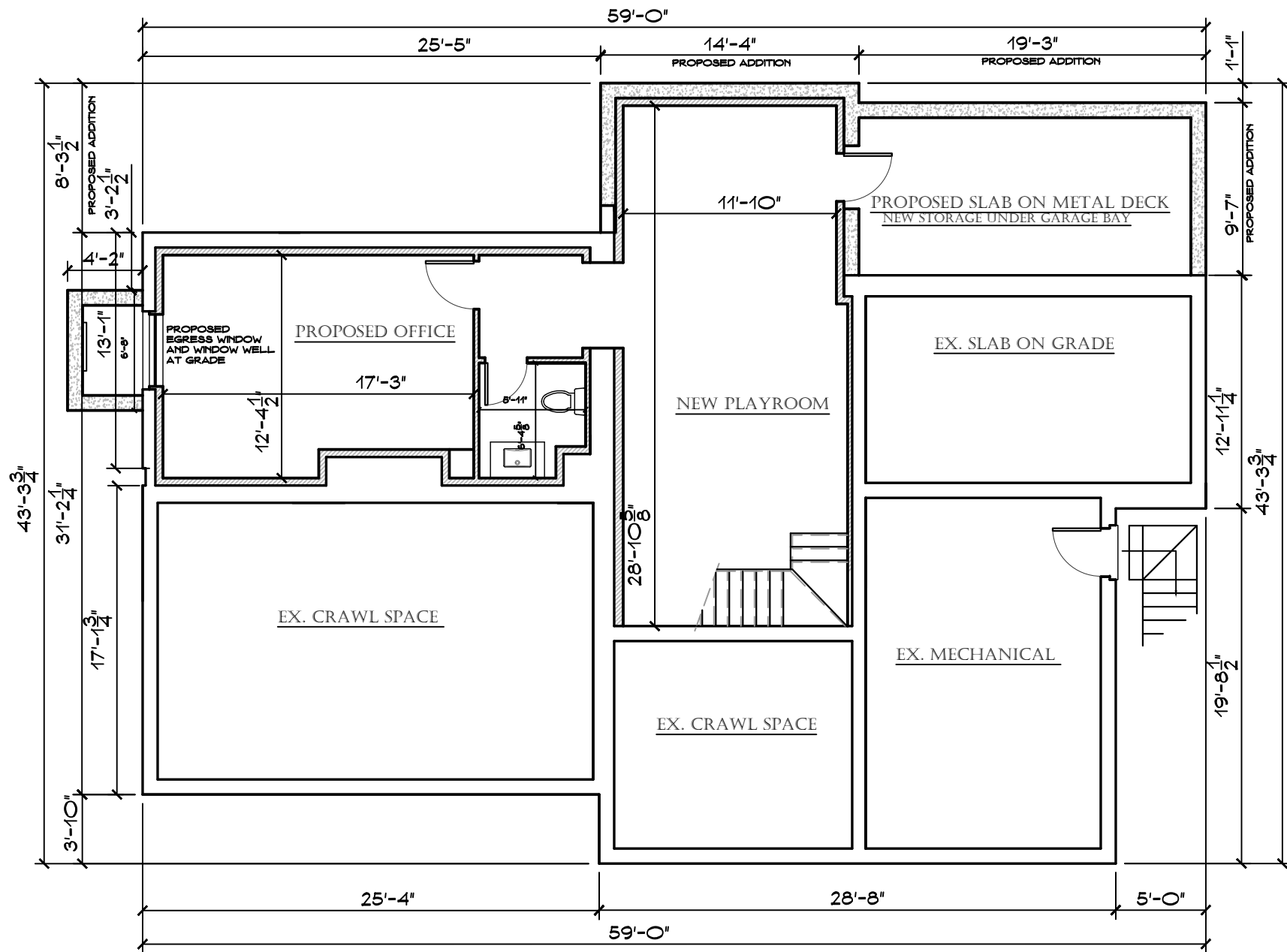


ALL EXISTING SITE INFORMATION DERIVED FROM PROPERTY BOUNDARY SURVEY PREPARED FOR:
WILLIAM & AMY FRANZEN
232 SHERIDAN ROAD
WINNETKA, IL 60093

BY:
EXACTA LAND SURVEYORS, LLC
316 EAST JACKSON STREET
MORRIS, IL 60450
(773) 305-4011
SURVEY #: 2207.2860
DATED: 11.04.22 (REV.)

FOR TOWN APPROVALS ONLY
11.15.22 r 12.15.22

ADDRESS OF CONSTRUCTION: 232 SHERIDAN ROAD WINNETKA, IL 60093	DATE:
LOT #: 1 ZONE: R-4	
APPLICANT: FRANZEN ASSOCIATES 95 HARBOR ROAD SOUTHPORT, CT 06890	
OWNER OF RECORD: WILLIAM & AMY FRANZEN 232 SHERIDAN ROAD WINNETKA, IL 60093	
PROPOSED SITE PLAN	
FRANZEN ASSOCIATES 95 HARBOR ROAD SOUTHPORT, CT 06890 TEL: (203) 259-0529 Fax: (203) 254-6497	SCALE: 1/8" = 1' - 0" DRAWN BY: RFA PROJECT #: 122021 DRAWING #: SP-1
PROJECT NORTH	ACTUAL NORTH



FOUNDATION - BASEMENT PROPOSED
SCALE 1/8"=1'-0"

**JPFRANZEN
ASSOCIATES
ARCHITECTS, P.C.**

TIDE MILL BUILDING
55 HARBOR ROAD
SOUTHFORD, CT 06480
(203) 239-0029

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

PROPOSED PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022
DEC. 15, 2022

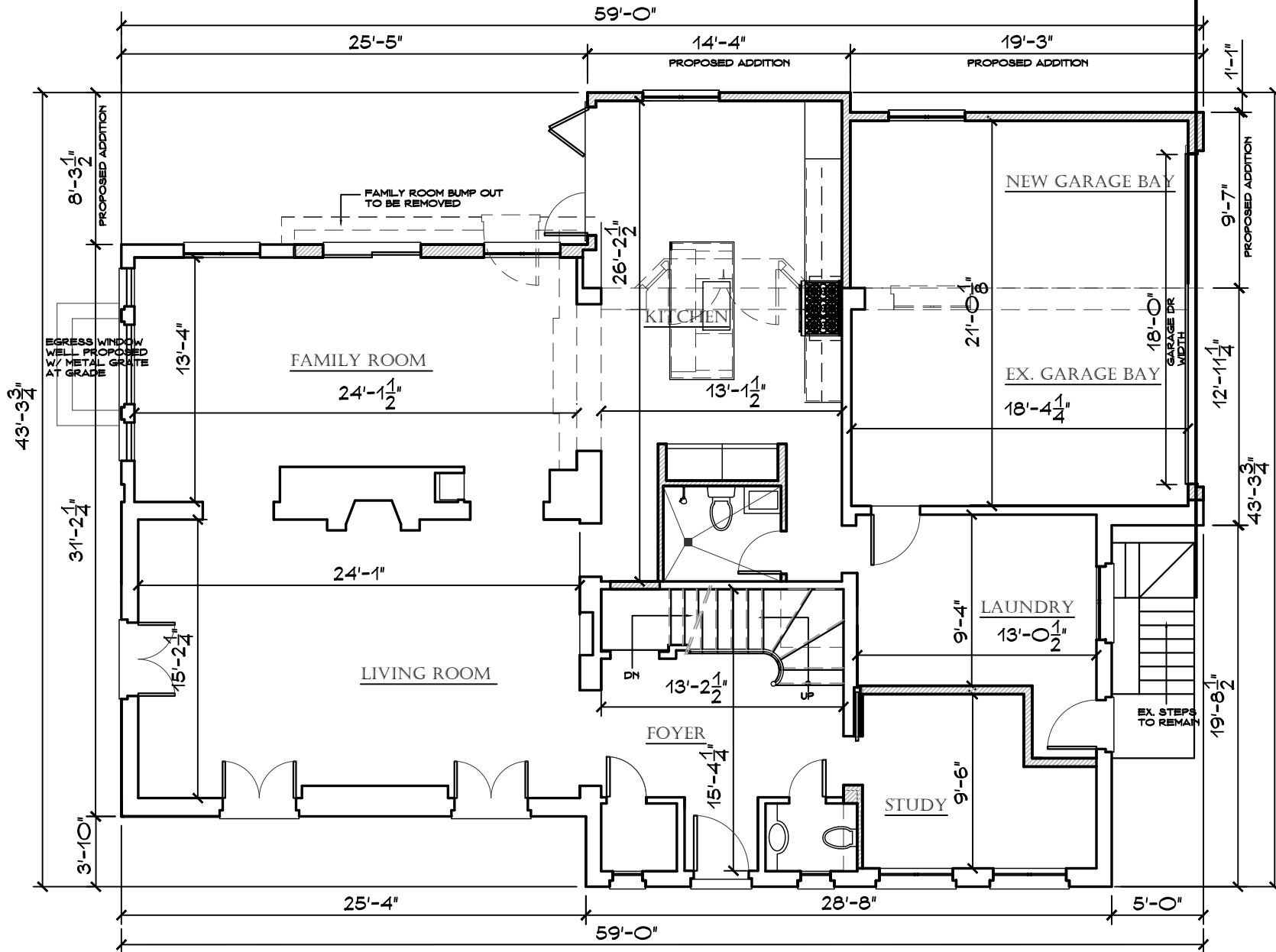
SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO

A-0



FIRST FLOOR - PROPOSED

SCALE

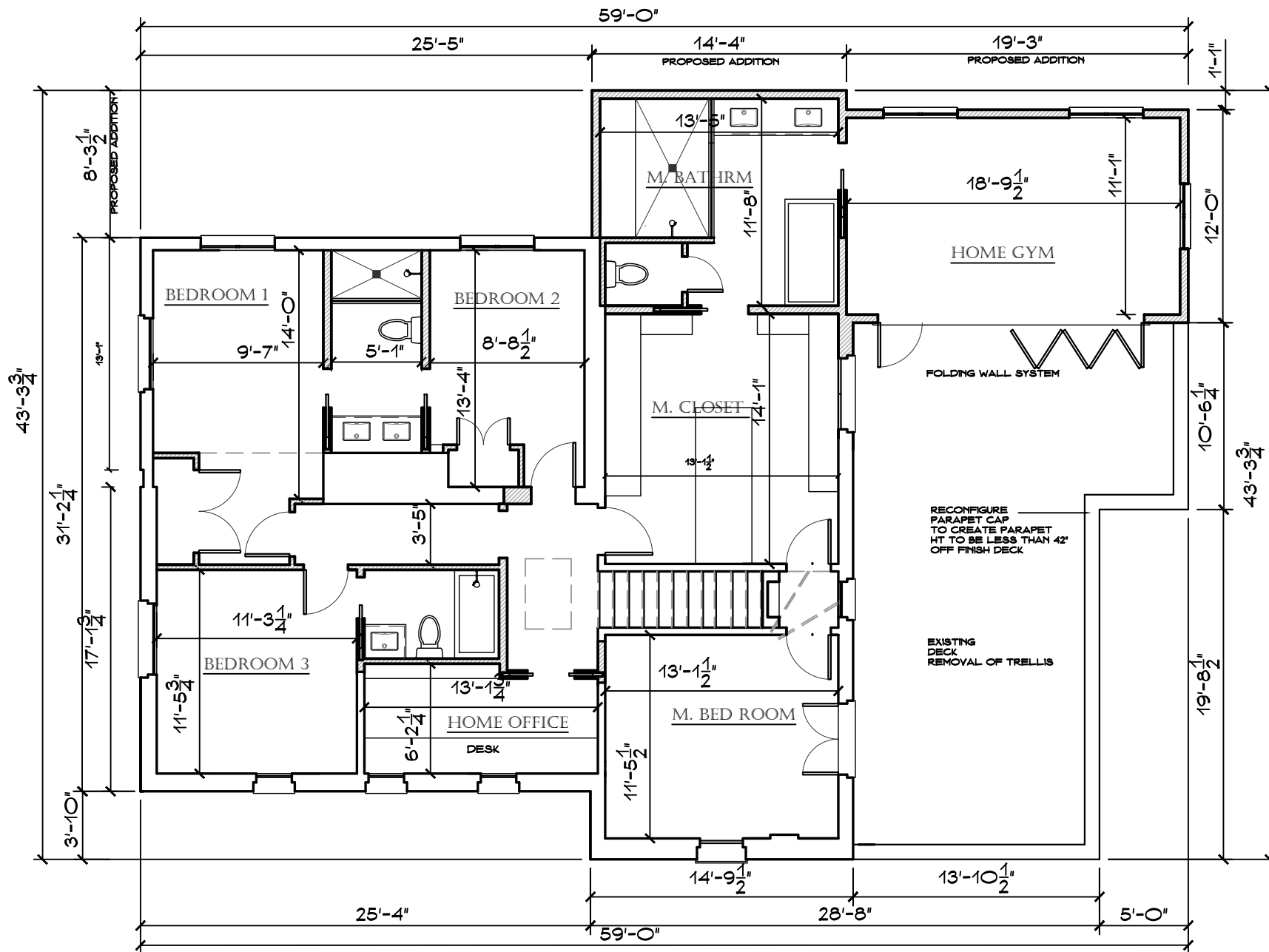
1/8"=1'-0"

J.P. FRANZEN ASSOCIATES ARCHITECTS, P.C.		THE MILL BUILDING 50 HARBOR ROAD SOUTHPORT, CT 06460 (203) 259-0029		9
ALTERATIONS AND ADDITIONS TO THE RESIDENCE MR. AND MRS. FRANZEN 232 SHERIDAN ROAD WINNETKA IL		PROPOSED PLANS AND ELEVATIONS		
SCALE AS NOTED		DATE OCT. 31, 2022 NOV. 16, 2022 DEC. 16, 2022		
DRAWN BY JTS		DRAWING NO A-1		

**J.P. FRANZEN
ASSOCIATES
ARCHITECTS, P.C.**

TIDE MILL BUILDING
50 HARBOR ROAD
SOUTHPORT, CT 06480
(203) 259-0029





SECOND FLOOR - PROPOSED

SCALE

1/8"=1'-0"

SCALE AS NOTED	DRAWN BY JTS
	JOB NO 093022
	DRAWING NO A-2
	DATE OCT. 31, 2022
ALTERATIONS AND ADDITIONS TO THE RESIDENCE MR. AND MRS. FRANZEN 232 SHERIDAN ROAD WINNETKA IL	
PROPOSED PLANS AND ELEVATIONS	
DATE OCT. 31, 2022	
NOV. 15, 2022	
J.P. FRANZEN ASSOCIATES ARCHITECTS, P.C. THE MILL BUILDING 95 HARBOR ROAD SOUTHPORT, CT 06490 (203) 239-0029	



FRONT (EAST-STREET SIDE) ELEVATION-PROPOSED

SCALE

1/8"=1'-0"

**J.P.FRANZEN
ASSOCIATES
ARCHITECTS. P.C.**

TIDE MILL BUILDING
95 HARBOR ROAD
SOUTHPORT, CT 06480
(203) 239-0329

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

PROPOSED PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022
NOV. 15, 2022
DEC. 15, 2022

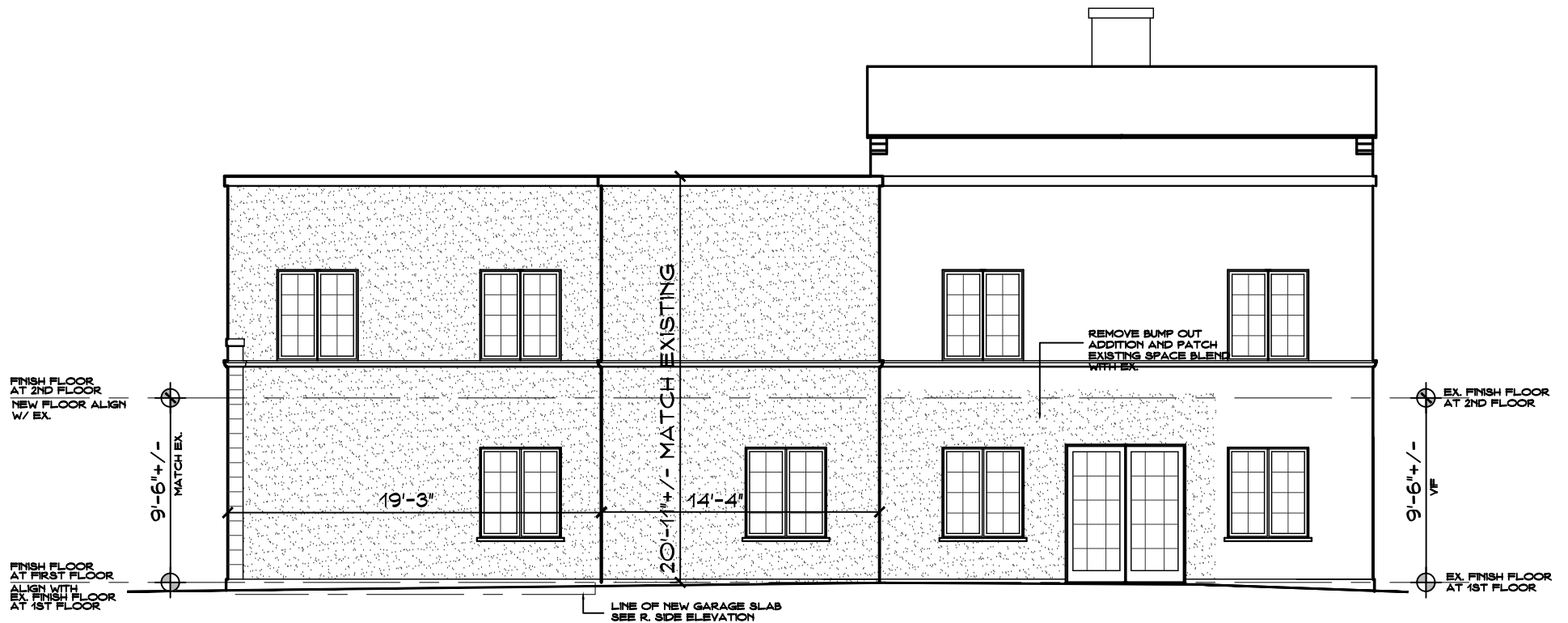
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AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO

A-3



REAR (WEST) ELEVATION -PROPOSED

SCALE

1/8"=1'-0"

**J.P.FRANZEN
ASSOCIATES
ARCHITECTS. PC.**

TIDE MILL BUILDING
95 HARBOR ROAD
SOUTHPORT, CT 06490
(203) 239-0529

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

PROPOSED PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022
NOV. 15, 2022
DEC. 15, 2022

SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO

A-4



R. SIDE (NORTH) ELEVATION-PROPOSED

SCALE

1/8"=1'-0"

**J.P.FRANZEN
ASSOCIATES
ARCHITECTS. PC.**

TIDE MILL BUILDING
95 HARBOR ROAD
SOUTHFORD, CT 06480
(203) 239-0529

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

PROPOSED PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022
NOV. 15, 2022
DEC. 15, 2022

SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO

A-5



L. SIDE (SOUTH) ELEVATION-PROPOSED

SCALE

1/8"=1'-0"

**J.P. FRANZEN
ASSOCIATES
ARCHITECTS. P.C.**

TIDE MILL BUILDING
95 HARBOR ROAD
SOUTHPORT, CT 06490
(203) 239-0329

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

PROPOSED PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022
NOV. 15, 2022
DEC. 16, 2022

SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO

A-6



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
 FROM: ANN KLAASSEN, ASSISTANT DIRECTOR
 DATE: DECEMBER 8, 2022
 SUBJECT: 232 SHERIDAN ROAD – VARIATIONS (CASE NO. 22-30-V2)

INTRODUCTION

On December 12, 2022, the Zoning Board of Appeals (ZBA) is scheduled to hold a public hearing on an application submitted by Amy and William Franzen (collectively the “Applicant”) as the owners of the property located at 232 Sheridan Road (the “Subject Property”). The Applicant requests approval of the following zoning variations to allow construction of an addition to the existing residence on the Subject Property:

1. **Roofed Lot Coverage** of 2,226.02 square feet, whereas a maximum of 2,114.59 square feet is permitted, a variation of 111.43 square feet (5.27%) [Section 17.30.030 – Intensity of Use of Lot];
2. **Gross Floor Area (GFA)** of 3,932.27 square feet, whereas a maximum of 3,132.72 square feet is permitted, a variation of 799.55 square feet (25.52%) [Section 17.30.040 – Maximum Building Size] [Note: The existing residence currently consists of 3,631.88 square feet. The proposed addition would add 300.39 square feet of GFA];
3. **Corner Yard Setback** of 8.3 feet from the private road easement along the north property line, whereas a minimum of 22.82 feet is required, a variation of 14.52 feet (63.63%) [Section 17.30.050 – Front and Corner Yard Setbacks] [Note: The residence currently provides a corner yard setback of 5.65 feet];
4. **Rear Yard Setback** of 5.1 feet from the west property line, whereas a minimum of 15.45 feet is required, a variation of 10.35 feet (66.99%) [Section 17.30.070 – Rear Yard Setback] [Note: The residence currently provides a rear yard setback of 14 feet];
5. **Front-facing attached garage width** of 24.94 feet, whereas a maximum width of 22 feet is permitted, a variation of 2.94 feet (13.36%) [Section 17.30.110 – Garages]; and
6. **Front-facing attached garage door width** of 18 feet, whereas a maximum width of 9 feet is permitted for an individual door, a variation of 9 feet (100%) [Section 17.30.110 – Garages].

A mailed notice was sent to property **owners** within 250 feet of the Subject Property in compliance with the Zoning Ordinance. The hearing was properly noticed in the *Winnetka Talk* on November 24, 2022. As of the date of this memo, staff has not received any written comment from the public regarding this application.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant variations to (i) allow a zoning lot with a pre-FAR building (constructed prior to 1989) to exceed the maximum permitted GFA by more than 10%; and (ii) reduce a corner yard setback or a rear yard setback

for a principal building by more than 50% of the required setback. Typically, the ZBA has final jurisdiction on requests to exceed the maximum permitted roofed lot coverage by no more than 20%. Additionally, the Zoning Administrator typically has final jurisdiction on requests to exceed the permitted width for front-facing attached garages and garage doors; however, since this request includes additional zoning relief for which the ZBA and the Zoning Administrator do not have jurisdiction, the Village Council also has final jurisdiction on the requests to exceed the permitted roofed lot coverage and width for a front-facing attached garage and garage door.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.18 acres in size, is located on the west side of Sheridan Road, between Fuller and Elder Lanes, and contains an existing two-story residence with an attached garage (see Figure 1). The Subject Property is not a rectangular shape. It is a trapezoid shape with a front lot line, which runs along Sheridan Road, that is narrower than the rear lot line, which is the west property line. Also, the corner lot line, along the private road, is not perpendicular to the front lot line (see Figure 2). The property is zoned R-4 Single Family Residential, and it is bordered by R-4 Single Family Residential to the north, south, and west, and R-2 Single Family Residential to the east (see Figure 3). The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The zoning of the property is consistent with the Comprehensive Plan.

The existing lot is a legal nonconforming corner lot that is 7,831.8 square feet in net lot area (the area of the private road easement is excluded from the lot area for zoning purposes), while the minimum required lot area for a corner lot in the R-4 District is 13,300 square feet. Also, the lot is 103 feet in depth, while the minimum required lot depth for a lot in the R-4 District is 120 feet.

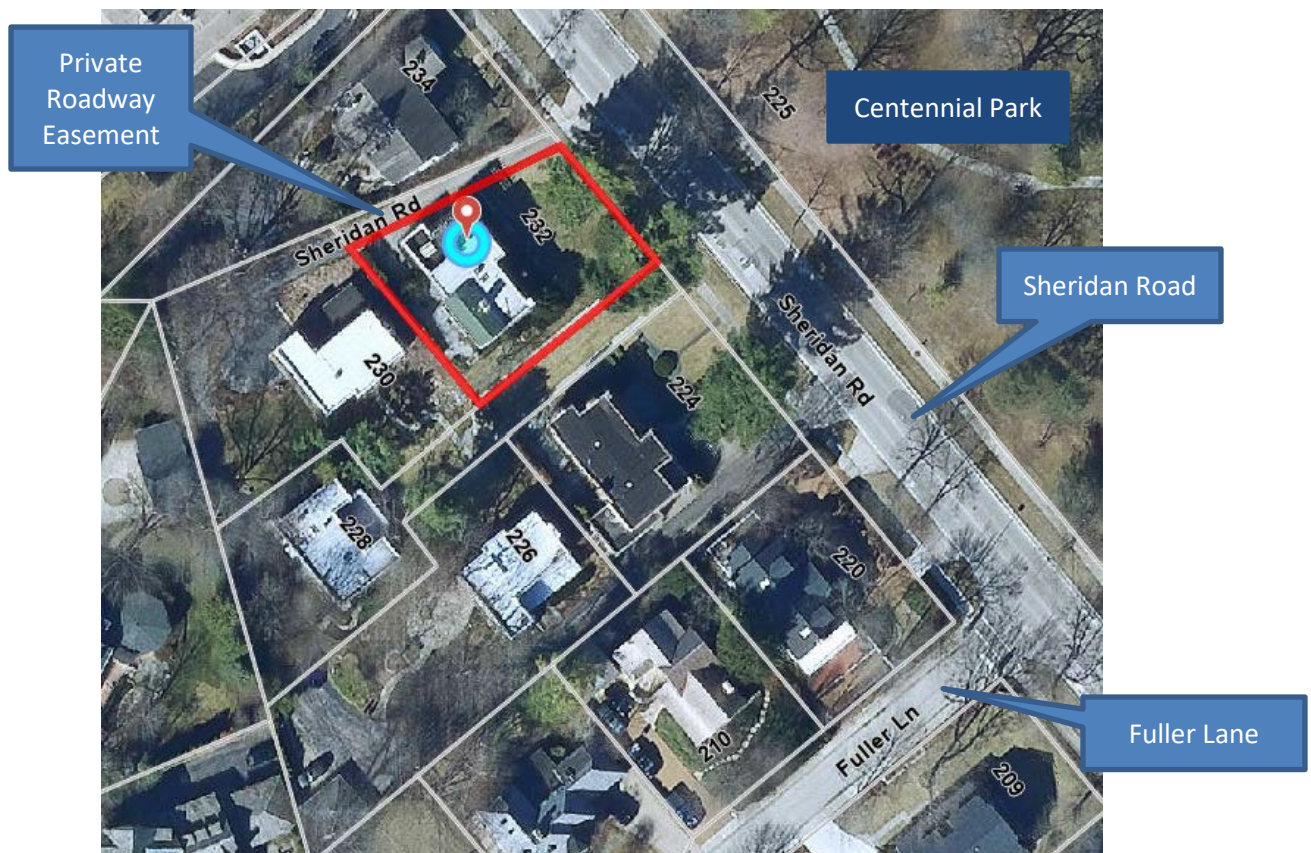


Figure 1 – Aerial Map

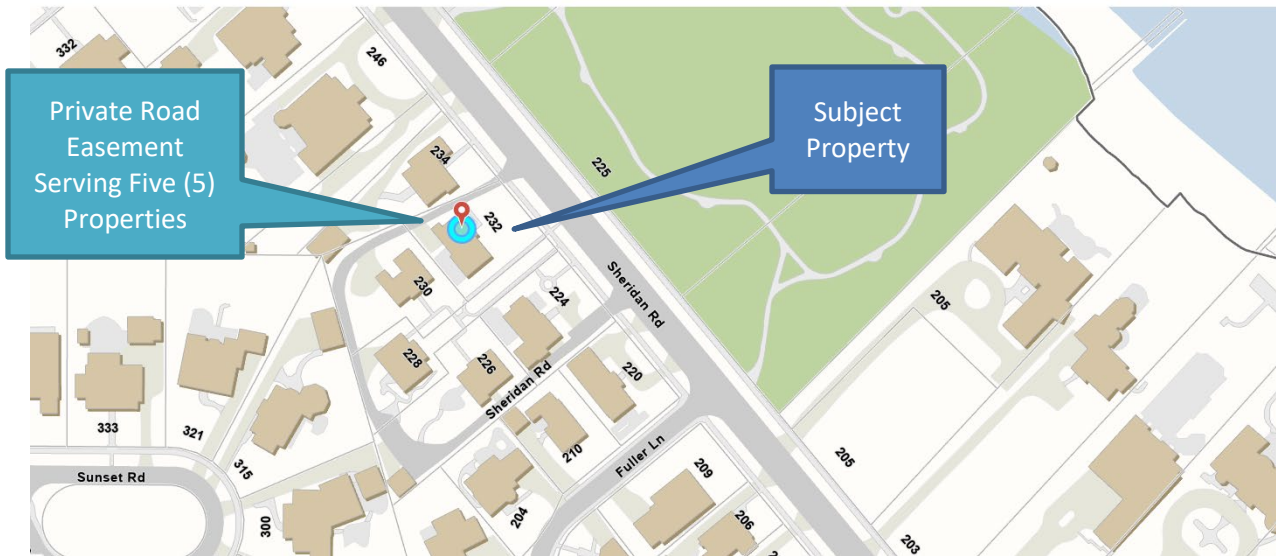


Figure 2 – GIS Map View



Figure 3 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The residence was built in 1926. The following subsequent building permits were issued in:

1. 1991 to construct an addition and remodel the residence; and
2. 1999 to construct a trellis over the existing second floor deck.

The Applicant acquired the property in August 2022. There are no previous zoning cases on file for the Subject Property.

Figures 4 and 5 on the following page are current photos of the site.



Figure 4 – Subject Property (Front Elevation – Sheridan Road)



Figure 5 – Subject Property (Southerly Front Elevation)

PROPOSED PLAN

The variations are being requested in order to construct a two-story addition on the west side of the existing residence. The proposed addition on the first floor includes expansion of the existing one-car attached garage into a two-car garage as well as expansion of the kitchen. The second-floor addition immediately above the first floor addition would consist of a home gym and a primary bathroom.

The existing parapet walls on the north side of the second floor are 3.58 feet in height, requiring the existing roof deck (515 square feet) to be included in the calculation of existing GFA. According to the definition of GFA in the Zoning Ordinance, “all areas of a building or structure that have exterior walls that extend more than 3.5 feet above the floor on two or more sides of such area” are included in the calculation of GFA. The proposed plans include removal of the existing trellis and reducing the height of the parapet walls to less than 3.5 feet so that the roof deck would no longer be included in the calculation of GFA. Therefore, the net increase in GFA is approximately 300 square feet. The proposed increase in roofed lot coverage is approximately 389 square feet. The proposed addition is described as follows:

First Floor:

- One additional garage bay measuring 19.25 feet by 12 feet (231 square feet); and
- Kitchen addition measuring approximately 164 square feet.

Second Floor:

- Primary bathroom addition measuring approximately 180 square feet; and
- Home gym addition measuring approximately 246 square feet.

Excerpts of the proposed site plan, floor plans, and proposed building elevations are provided on the following pages as Figures 6 through 12. The complete set of plans are provided in the application materials (Attachment C).

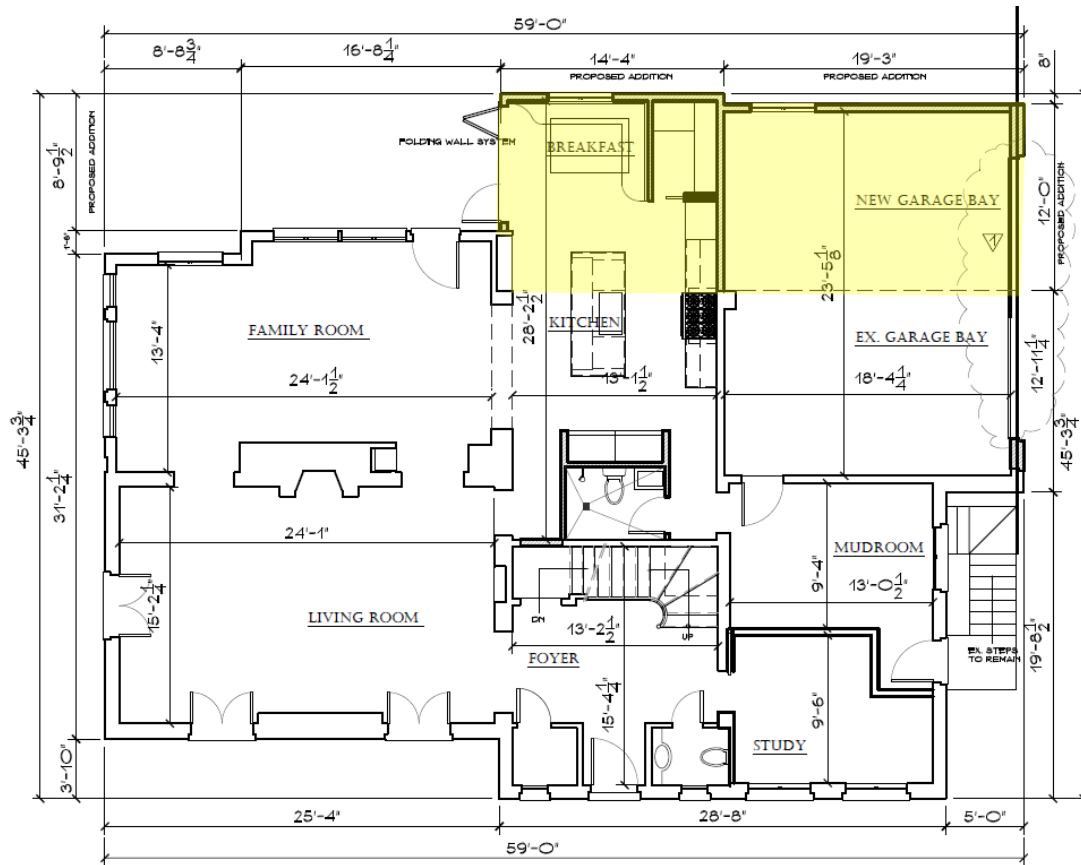


Figure 7 – Proposed First Floor Plan

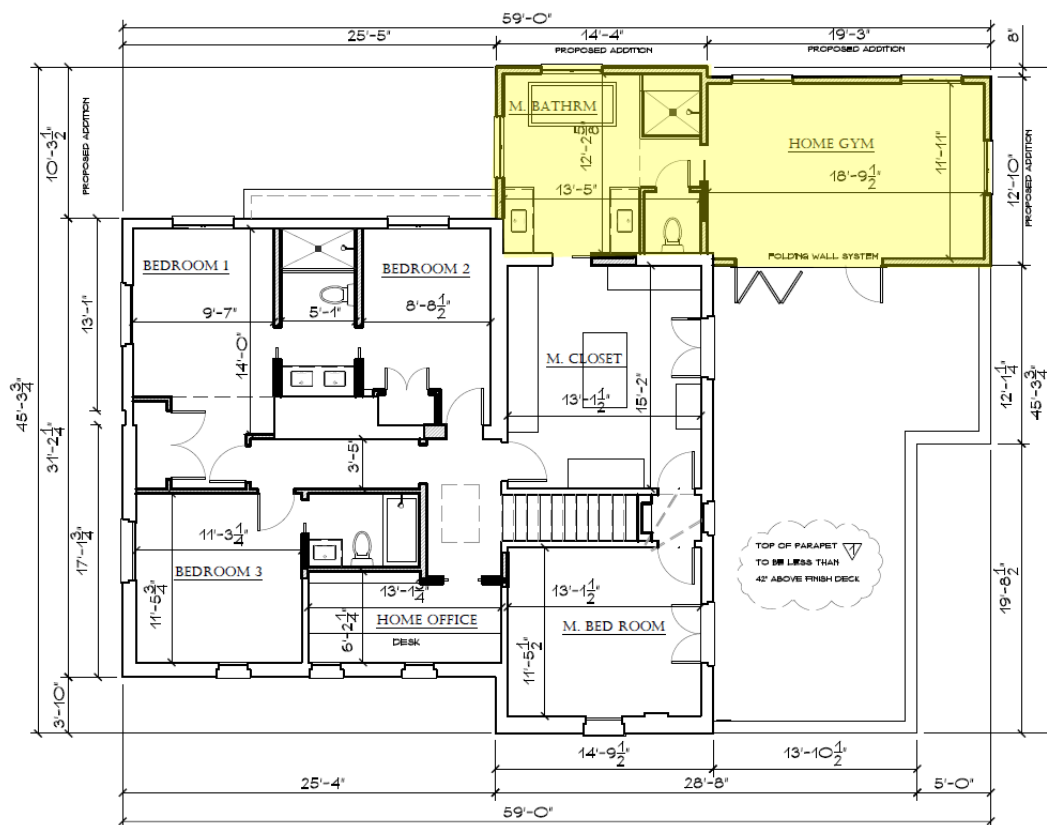


Figure 8 – Proposed Second Floor Plan



Figure 9 – Proposed Front Elevation (Sheridan Road)



Figure 10 – Proposed Rear Elevation (West)

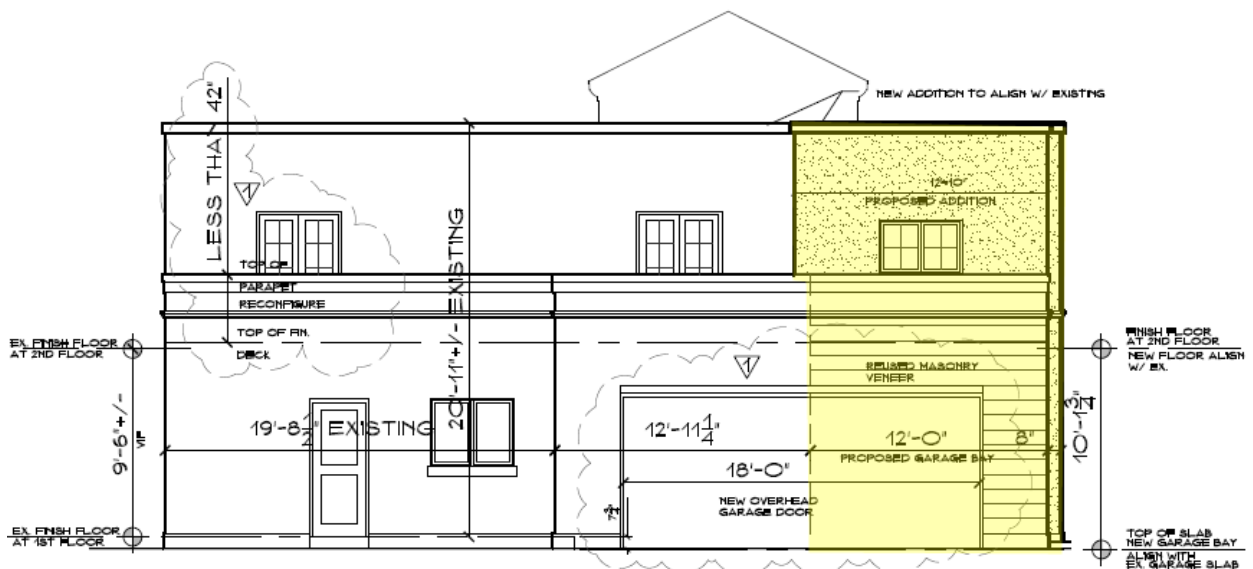


Figure 11 – Proposed Corner Elevation (North)



Figure 12 – Proposed Side Elevation (South)

Given the ZBA often receives questions regarding the stormwater regulations applicable to a specific request being considered by the ZBA, attached is a Stormwater Matrix (Attachment B). Based on the proposed plan, which represents a reduction in impermeable lot coverage, it appears additional stormwater detention would not be required. However, a final determination will be made by Village Engineering staff. Figure 13 below represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year flood area.

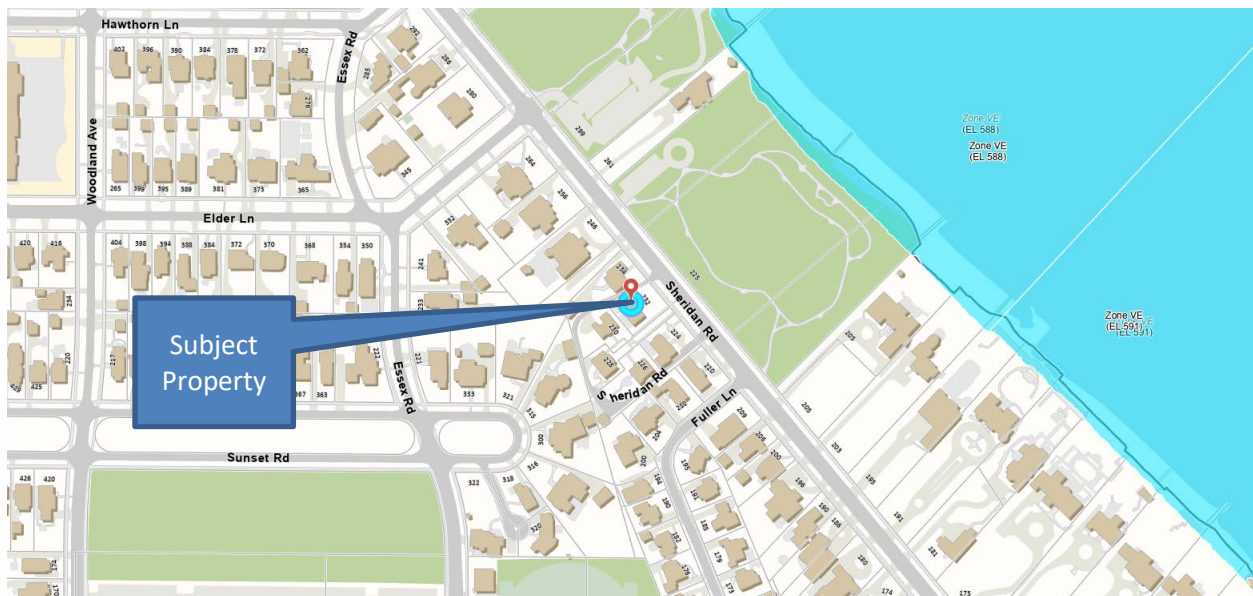


Figure 13 – GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached Zoning Matrix highlights the existing lot and the proposed improvement's compliance with the R-4 zoning district (Attachment A). Six variations are being requested: (1) roofed lot coverage; (2)

gross floor area; (3) minimum corner yard setback; (4) minimum rear yard setback; (5) maximum front-facing attached garage width; and (6) maximum front-facing attached garage door width.

Maximum Roofed Lot Coverage (RLC). The site currently contains 1,837.24 square feet of RLC. The increase in RLC with the proposed addition is 388.78 square feet, bringing the total RLC to 2,226.02 square feet, whereas a maximum of 2,114.59 square feet is permitted, a variation of 111.43 square feet (5.27%).

Maximum Building Size (GFA). The site currently contains 3,631.88 square feet of GFA, exceeding the maximum permitted GFA by 499.16 square feet. The net increase in GFA with the proposed addition is 300.39 square feet, bringing the total GFA to 3,932.27 square feet, whereas a maximum of 3,132.72 square feet is permitted, a variation of 799.55 square feet (25.52%).

Corner Yard Setback (Private Road Easement). The existing residence is legally nonconforming with respect to the required corner yard setback as it currently provides a corner yard setback of 5.65 feet from the outer limits of the private road easement along the north property line of the Subject Property, encroaching the minimum required setback of 22.82 feet by 17.17 feet. The proposed addition would provide a corner yard setback of 8.3 feet, requiring a variation of 14.52 feet (63.63%).

Rear Yard Setback (West Property Line). The existing residence is also legally nonconforming with respect to the minimum required rear yard setback as it currently provides a rear yard setback of 14 feet from the west property line, encroaching the minimum required setback of 15.45 feet by 1.45 feet. The proposed addition would provide a rear yard setback of 5.1 feet, requiring a variation of 10.35 feet (66.99%).

Front-Facing Attached Garage Width. The existing attached garage is 12.94 feet in width. The proposed additional garage bay, which would measure 12 feet in width, would bring the total width of the garage to 24.94 feet. The Zoning Ordinance allows a maximum width of 22 feet when an attached garage is part of the front elevation of the building.

Front-Facing Attached Garage Door Width. The proposed garage door would be 18 feet in width. The Zoning Ordinance allows a maximum of two individual 9-foot wide garage doors on a front-facing attached garage.

FINDINGS

Section 17.60.040 of the Zoning Ordinance lists eight variation standards that the Board must find a variation application meets. The Applicant has supplied as part of their application materials a narrative addressing how this proposal meets these standards.

Does the ZBA find that the requested variations meet the standards for granting such variations; and if so, is the ZBA prepared to make a recommendation to the Village Council regarding the requested relief? If so, a ZBA member may wish to make a motion recommending approval or recommending denial based upon the following:

Move to recommend **approval [denial]** of the following variations granting:

1. Roofed Lot Coverage of 2,226.02 square feet, whereas a maximum of 2,114.59 square feet is permitted, a variation of 111.43 square feet (5.27%) [Section 17.30.030 – Intensity of Use of Lot];

2. Gross Floor Area (GFA) of 3,932.27 square feet, whereas a maximum of 3,132.72 square feet is permitted, a variation of 799.55 square feet (25.52%) [Section 17.30.040 – Maximum Building Size];
3. Corner Yard Setback of 8.3 feet from the private road easement along the north property line, whereas a minimum of 22.82 feet is required, a variation of 14.52 feet (63.63%) [Section 17.30.050 – Front and Corner Yard Setbacks];
4. Rear Yard Setback of 5.1 feet from the west property line, whereas a minimum of 15.45 feet is required, a variation of 10.35 feet (66.99%) [Section 17.30.070 – Rear Yard Setback];
5. Front-facing attached garage width of 24.94 feet, whereas a maximum width of 22 feet is permitted, a variation of 2.94 feet (13.36%) [Section 17.30.110 – Garages]; and
6. Front-facing attached garage door width of 18 feet, whereas a maximum width of 9 feet is permitted for an individual door, a variation of 9 feet (100%) [Section 17.30.110 – Garages].

The Zoning Board of Appeals finds, based on evidence in the record or a public document, that the variations requested are **in harmony [not in harmony]** with the general purpose and intent of the Zoning Ordinance and that each of the following eight standards on which evidence is required pursuant to Section 17.60.050 of this Code **have been met [have not been met]** in connection with this variation application **[subject to the following conditions...]**

The eight standards to consider when granting a variation are as follows:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.
2. The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants.
3. The variation, if granted, will not alter the essential character of the locality.
4. An adequate supply of light and air to the adjacent property will not be impaired.
5. The hazard from fire and other damages to the property will not be increased.
6. The taxable value of the land and buildings throughout the Village will not diminish.
7. The congestion in the public street will not increase.
8. The public health, safety, comfort, morals, and welfare of the inhabitants of the Village will not otherwise be impaired.

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Stormwater Matrix

Attachment C: Application Materials

ATTACHMENT A

ZONING MATRIX

ADDRESS: 232 Sheridan Road

CASE NO: 22-30-V2

ZONING: R-4

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	13,300 SF	7,831.8 SF	N/A	N/A	EXISTING NONCONFORMING
Min. Average Lot Width	70 FT	76.04 FT	N/A	N/A	OK
Min. Lot Depth	120 FT	103 FT	N/A	N/A	EXISTING NONCONFORMING
Max. Roofed Lot Coverage	2,114.59 SF (1)	1,837.24 SF	2,226.02 SF	388.78 SF	111.43 SF (5.27%) VARIATION
Max. Gross Floor Area	3,132.72 SF (1)	3,631.88 SF	3,932.27 SF	300.39 SF	799.55 SF (25.52%) VARIATION
Max. Impermeable Lot Coverage	3,915.9 SF (1)	3,196.24 SF	3,188.83 SF	-7.41 FT	OK
Max. Front Yard Lot Coverage	575 SF	0 FT	0 FT	0 FT	OK
Min. Front Yard (Sheridan/East)	30 FT	52.7 FT	52.7 FT	0 FT	OK
Min. Corner Yard (Private Easement/North)	22.82 FT	5.65 FT	8.3 FT (3)	0 FT	14.52 FT (63.63%) VARIATION
Min. Side Yard (South)	7.6 FT	15.5 FT	15.5 FT	0 FT	OK
Min. Rear Yard (West)	15.45 FT	14 FT	5.1 FT	-8.9 FT	10.35 FT (66.99%) VARIATION

NOTES:

- (1) Based on net lot area of 7,831.8 s.f. Gross lot area is 8,894 s.f. Area private road easement (1,062.2 s.f.) is excluded from the lot area for zoning purposes).
- (2) Variation amount is the difference between proposed and requirement.
- (3) Existing nonconforming setback of 5.65 feet will remain. Proposed addition would provide a setback of 8.3 feet from the outer limits of the private road easement.

ATTACHMENT B

Stormwater Volume Requirements for Development Sites

In addition to meeting the following storm water volume detention requirements, development sites must meet all other Village storm water management requirements such as drainage and grading, storm water release rates, storage system design requirements, etc.

	Storm Water Detention Volume Requirements	Applicable Requirement
A. New Home Construction - Previously Developed Lot	The amount of additional required storm water detention volume is based upon the difference between maximum impermeable lot coverage, per Zoning Code, and existing lot coverage, using the run-off coefficient for a 100-year storm event for both.	
B. New Home Construction - Previously <u>Undeveloped</u> Site	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
C. Redevelopment of Site for Different Use (e.g. single family to multi-family, or commercial)	The amount of required storm water detention volume is based upon the maximum impermeable lot coverage, using the run-off coefficient for 100-year storm event.	
D. Improvements to Existing Home and/or Lot, causing an increase in impermeable lot coverage <u>greater or equal to 25%</u>.	The amount of additional required storm water detention volume is based upon the difference between the proposed and existing impermeable lot coverage, using the run-off coefficient for 100 year storm event. (Note: If the increase in impermeable lot coverage is less than 25%, additional storm water detention volume is <u>not</u> required.)	<i>Applies to 232 Sheridan Road</i> <i>Based upon preliminary review of information to date, it appears that 232 Sheridan Road <u>would not</u> have to provide additional storm water detention volume. However, a final determination will be made by Village Engineering staff.</i>

ATTACHMENT C

Village of Winnetka
ZONING VARIATION APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 22-30-V2

Property Information

Site Address: 232 Sheridan Rd. Winnetka, IL 60093

Owner Information

Name: Amy and Willy Franzen
Address: [REDACTED] Sheridan Rd.
Winnetka, IL 60093
City, State, ZIP: [REDACTED]
Email: [REDACTED]

Primary Contact: Willy Franzen
Phone No. [REDACTED]
Date property acquired by owner: 8-15-2022

Architect Information

Name: J P Franzen Assoc.
Primary Contact: Jack Franzen
Address: 95 Harbor Rd.
Southport, CT 06890
City, State, ZIP: [REDACTED]
Phone No. 203-259-0529
Email: jpfranzen@mac.com

Attorney Information

Name: N.A.
Primary Contact: [REDACTED]
Address: [REDACTED]
City, State, Zip: [REDACTED]
Phone No. [REDACTED]
Email: [REDACTED]

Nature of any restrictions on property: 10' Easement on North side of property

Brief explanation of variation(s) requested (attach separate sheet providing additional details):
Variation to increase GFA and Building Roofed Coverage beyond that which is allowed and to
decrease rear and side setbacks to less than what is allowed. Permission to install over-sized
garage door. See attached narrative.

Property Owner Signature: [REDACTED]

Date: 11/9/2022

232 Sheridan Rd. Description of Work and Hardship

We are proposing to expand the existing single family residence at 232 Sheridan Rd. by means of an addition to the rear of the existing structure. The additional roofed area as a result of the proposed addition would be 398.6 SF. The addition is composed of two masses. The Northerly volume is a proposed Garage addition with living space above. The adjacent Southerly volume is a proposed Kitchen addition with living space above. The resulting Roofed Building Coverage and GFA will be 2228 SF and 3945 GFA respectively.

The Roofed Building Coverage of 2228 SF will exceed the allowable (2115.3 SF) by 112.7 SF or 5.3%. The GFA will exceed the allowable (3133.8 SF) by 811.2 SF or 25.9%.

The Northerly volume of the addition would be set back from the Westerly (rear) property line by 6' as opposed to the required 15.45' and from the Northerly easement by 8.3' versus the required 22.81'.

The Southerly volume of the addition would be set back from the Westerly (rear) property line by 5.2' as opposed to the required 15.45'.

The addition of a double-wide garage door on the Northerly side also requires a variance.

We believe the strict application of the provisions of the zoning regulations would result in a clearly demonstrated practical difficulty or hardship and that such difficulty and hardship would justify our request. Specifically, addressing the Standards for Granting of Zoning Variations:

1. We believe the existing property is deficient in off-street covered parking.
2. The property is part of a five-lot subdivision that was developed in 1926 on the West side of Sheridan Rd. Because there is an encircling private road created by means of a 10' easement, the corner front yard setback 22.81' is measured from the easement- not the property line. Because of this, both the pre-existing nonconforming setback of 5.6' and the proposed setback to the Garage addition are deficient. Due to the angle of the Northerly property line, the proposed setback of 8.3' will be greater by about 2.7'. There is no other possible location to expand the Garage. The GFA of the existing structure is already in excess of the maximum (3620.4 SF existing versus 3133.8 SF allowed). Currently the 3620.4 SF of existing GFA includes 501 SF of deck space on the Second Floor due to the 43" parapets. The proposal is to raise the deck by several inches to improve drainage. Because of this, the parapet areas will no longer count towards GFA. We will be increasing the GFA by a net amount of 324.6 SF. The lot and structure were created prior to existing zoning regulations. The fact that the base lot area is further reduced for the purpose of calculations by the easement magnifies the non-conformity. Without the easement, this lot could support 3557.6 SF of GFA.

We are also requesting a variation for the installation of an 18' wide oversized garage door. The situation of the existing house parallel to Sheridan Rd. in combination with the angle of the Northerly property line and easement make the approach to the existing single bay garage extremely precarious. It is virtually impossible to access the existing bay with anything larger than a full sized sedan. The proposed door faces the side of the property so as to be largely out of view.

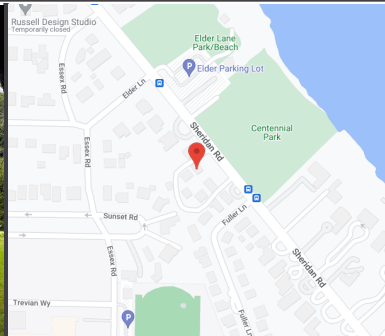
3. The variation if granted will not alter the essential character of the locality since the neighboring structure to the immediate South (a mirror image in the original development) has already undergone similar modifications that were granted by this board in 2004. The

proposed work will be carried out in the sea style using reclaimed materials as much as possible. Increased coverage is proposed to be built largely over already existing impermeable areas- so resulting impermeable areas will still be in conformance with the regulations. Much of the proposed work is to the side and rear of the property and thereby subordinate to the architecture facing Sheridan Rd. and largely out of view.

4. Adequate light and air will be supplied to the adjacent property. The existing privacy hedge on the Westerly property line will be maintained.
5. Fire hazard will not be increased as existing and proposed material to be used (block and stucco) are non combustible.
6. The tax value will in all likelihood be increased due to the improved parking and additional living space.
7. The congestion in the public street will not increase for the reasons stated above.
8. The comfort, safety, morals and welfare of the inhabitants of the Village will not be otherwise impaired. The improvements intended to expand and modernize the structure will be carried out in such a way as to recognize the cultural resource and architectural significance of the Leah White subdivision and development.



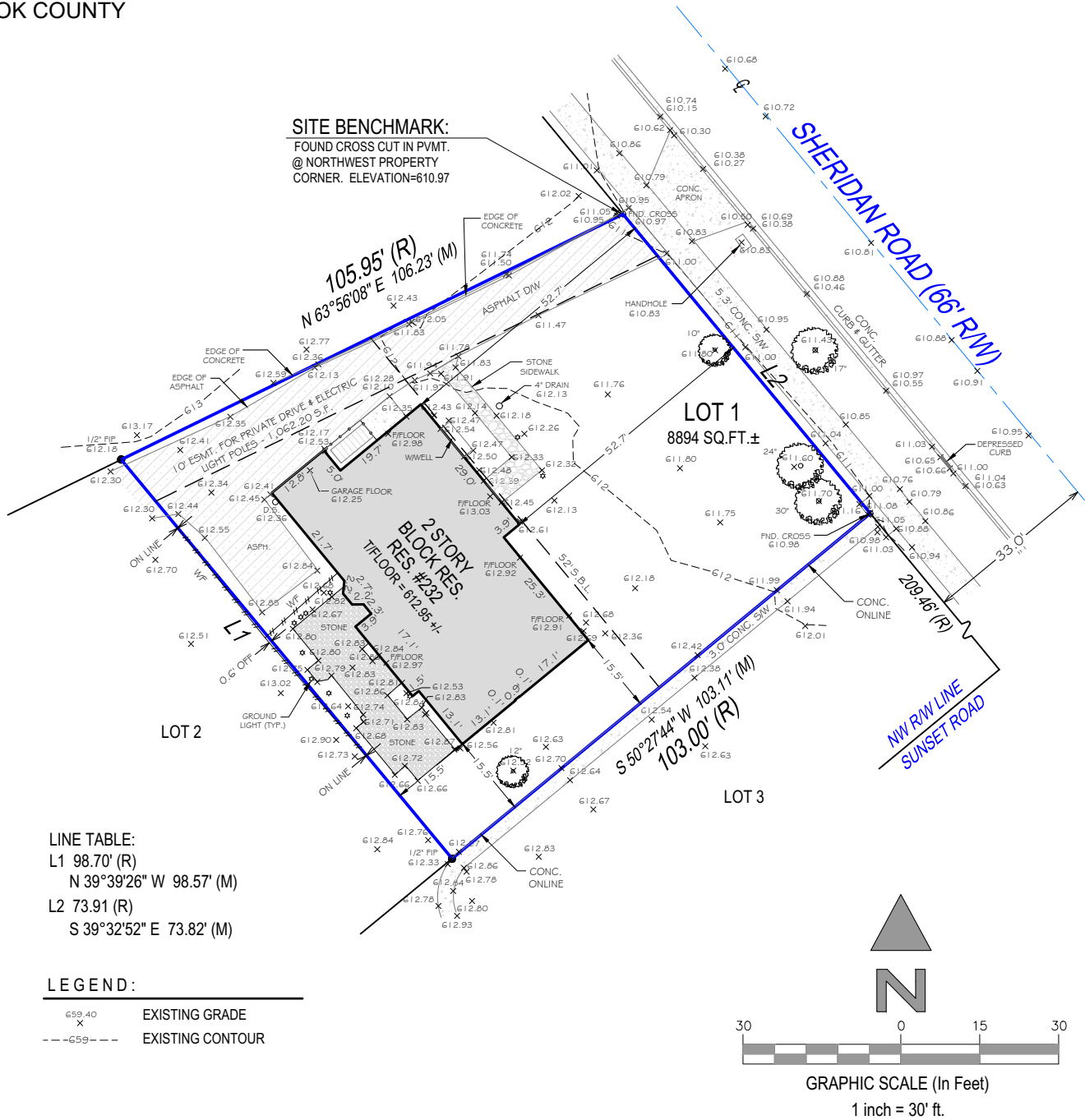
www.exactaland.com | office: 773.305.4011



PROPERTY ADDRESS: 232 SHERIDAN ROAD, WINNETKA, ILLINOIS 60093

SURVEY NUMBER: 2207.2860-02

2207.2860
BOUNDARY & TOPOGRAPHY SURVEY
COOK COUNTY



STATE OF ILLINOIS } SS
COUNTY OF LASALLE }

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.

[Handwritten signature]



ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2971
LICENSE EXPIRES 11/30/2022
EXACTA LAND SURVEYORS, LLC
PROFESSIONAL DESIGN FIRM 184008059-0008

POINTS OF INTEREST:
1. CONCRETE OVER PROPERTY LINE 2. ASPHALT OVER PROPERTY LINE



Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450



DATE OF SURVEY: 11/04/22
FIELD WORK DATE: 11/3/2022
REVISION DATE(S): (REV.1 11/4/2022)

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION
PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

JOB SPECIFIC SURVEYOR NOTES:

LEGAL DESCRIPTION:
LOT 1 IN WHITE S RESUBDIVISION OF WINNETKA VILLAGE BEING A SUBDIVISION OF BLOCK 2 IN PHILLIPS PARTITION OF SUBDIVISION IN FRACTIONAL SOUTH EAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- GENERAL SURVEYOR NOTES:
1. The Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership of the lands or any fences shown hereon. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.

2. The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise the purpose and intent of this survey is not for any construction activities or future planning.

3. If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above ground inspection. No excavation was performed to determine its location.

4. This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.

5. Alterations to this survey map and report by other than the signing surveyor are prohibited.

6. Dimensions are in feet and decimals thereof.

7. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.

8. Unless otherwise noted "SIR" indicates a set iron rebar, 5/8 inch in diameter and twenty-four inches long.

9. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.

10. Points of Interest (POI's) are select above-ground improvements, which may appear in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI's may not represent all items of interest to the viewer. There may be additional POI's which are not shown or called-out as POI's, or which are otherwise unknown to the surveyor.

11. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.

12. The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.

13. Due to varying construction standards, building dimensions are approximate and are not intended to be used for new construction or planning.

14. Surveyor bearings are used for angular reference and are used to show angular relationships of lines only and are not related or orientated to true or magnetic north. Bearings are shown as surveyor bearings, and when shown as matching those on the subdivision plats on which this survey is based, they are to be deemed no more accurate as the determination of a north orientation made on and for those original subdivision plats. North 00 degrees East is assumed and upon preparation of this plat, the resulting bearing between found points as shown on this survey is the basis of said surveyor bearings as defined and required to be noted by Illinois Administrative Code Title 68, Chapter VII, Sub-Chapter B, Part 1270, Section 1270.56, Paragraph B, Sub-Paragraph 6, Item k.

15. THIS SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE PHONE NUMBER SHOWN HEREON.

SURVEYOR'S LEGEND

<table><tr><th colspan="2">LINETYPES</th></tr><tr><td></td><td>Boundary Line</td></tr><tr><td></td><td>Center Line</td></tr><tr><td></td><td>Chain Link or Wire Fence</td></tr><tr><td></td><td>Easement</td></tr><tr><td></td><td>Edge of Water</td></tr><tr><td></td><td>Iron Fence</td></tr><tr><td></td><td>Overhead Lines</td></tr><tr><td></td><td>Structure</td></tr><tr><td></td><td>Survey Tie Line</td></tr><tr><td></td><td>Vinyl Fence</td></tr><tr><td></td><td>Wall or Party Wall</td></tr><tr><td></td><td>Wood Fence</td></tr><tr><th colspan="2">SURFACE TYPES</th></tr><tr><td></td><td>Asphalt</td></tr><tr><td></td><td>Brick or Tile</td></tr><tr><td></td><td>Concrete</td></tr><tr><td></td><td>Covered Area</td></tr><tr><td></td><td>Water</td></tr><tr><td></td><td>Wood</td></tr><tr><th colspan="2">SYMBOLS</th></tr><tr><td></td><td>Benchmark</td></tr><tr><td></td><td>Center Line</td></tr><tr><td></td><td>Central Angle or Delta</td></tr><tr><td></td><td>Common Ownership</td></tr><tr><td></td><td>Control Point</td></tr><tr><td></td><td>Catch Basin</td></tr></table>	LINETYPES			Boundary Line		Center Line		Chain Link or Wire Fence		Easement		Edge of Water		Iron Fence		Overhead Lines		Structure		Survey Tie Line		Vinyl Fence		Wall or Party Wall		Wood Fence	SURFACE TYPES			Asphalt		Brick or Tile		Concrete		Covered Area		Water		Wood	SYMBOLS			Benchmark		Center Line		Central Angle or Delta		Common Ownership		Control Point		Catch Basin	<table><tr><td></td><td>Elevation</td></tr><tr><td></td><td>Fire Hydrant</td></tr><tr><td></td><td>Find or Set Monument</td></tr><tr><td></td><td>Guywire or Anchor</td></tr><tr><td></td><td>Manhole</td></tr><tr><td></td><td>Tree</td></tr><tr><td></td><td>Utility or Light Pole</td></tr><tr><td></td><td>Well</td></tr><tr><th colspan="2">ABBREVIATIONS</th></tr><tr><td>(C)</td><td>- Calculated</td></tr><tr><td>(D)</td><td>- Deed</td></tr><tr><td>(F)</td><td>- Field</td></tr><tr><td>(M)</td><td>- Measured</td></tr><tr><td>(P)</td><td>- Plat</td></tr><tr><td>(R)</td><td>- Record</td></tr><tr><td>(S)</td><td>- Survey</td></tr><tr><td>A/C</td><td>- Air Conditioning</td></tr><tr><td>AE</td><td>- Access Easement</td></tr><tr><td>ANE</td><td>- Anchor Easement</td></tr><tr><td>ASBL</td><td>- Accessory Setback Line</td></tr><tr><td>B/W</td><td>- Bay/Box Window</td></tr><tr><td>BC</td><td>- Block Corner</td></tr><tr><td>BFP</td><td>- Backflow Preventer</td></tr><tr><td>BLDG</td><td>- Building</td></tr><tr><td>BLK</td><td>- Block</td></tr><tr><td>BM</td><td>- Benchmark</td></tr><tr><td>BR</td><td>- Bearing Reference</td></tr><tr><td>BRL</td><td>- Building Restriction Line</td></tr><tr><td>BSMT</td><td>- Basement</td></tr><tr><td>C</td><td>- Curve</td></tr><tr><td>C/L</td><td>- Center Line</td></tr><tr><td>C/P</td><td>- Covered Porch</td></tr><tr><td>C/S</td><td>- Concrete Slab</td></tr><tr><td>CATV</td><td>- Cable TV Riser</td></tr><tr><td>CB</td><td>- Concrete Block</td></tr><tr><td>CH</td><td>- Chord Bearing</td></tr><tr><td>CHIM</td><td>- Chimney</td></tr><tr><td>CLF</td><td>- Chain Link Fence</td></tr><tr><td>CME</td><td>- Canal Maintenance Easement</td></tr><tr><td>CO</td><td>- Clean Out</td></tr><tr><td>CONC</td><td>- Concrete</td></tr><tr><td>COR</td><td>- Corner</td></tr><tr><td>CS/W</td><td>- Concrete Sidewalk</td></tr><tr><td>CUE</td><td>- Control Utility Easement</td></tr><tr><td>CVG</td><td>- Concrete Valley Gutter</td></tr><tr><td>D/W</td><td>- Driveway</td></tr><tr><td>DE</td><td>- Drainage Easement</td></tr><tr><td>DF</td><td>- Drain Field</td></tr><tr><td>DH</td><td>- Drill Hole</td></tr><tr><td>DUE</td><td>- Drainage & Utility Easement</td></tr><tr><td>ELEV</td><td>- Elevation</td></tr><tr><td>EM</td><td>- Electric Meter</td></tr><tr><td>ENCL</td><td>- Enclosure</td></tr><tr><td>ENT</td><td>- Entrance</td></tr><tr><td>EOP</td><td>- Edge of Pavement</td></tr><tr><td>EOW</td><td>- Edge of Water</td></tr><tr><td>ESMT</td><td>- Easement</td></tr><tr><td>EUB</td><td>- Electric Utility Box</td></tr><tr><td>F/DH</td><td>- Found Drill Hole</td></tr><tr><td>FCM</td><td>- Found Concrete Monument</td></tr><tr><td>FF</td><td>- Finished Floor</td></tr><tr><td>FIP</td><td>- Found Iron Pipe</td></tr><tr><td>FIPC</td><td>- Found Iron Pipe & Cap</td></tr><tr><td>FIR</td><td>- Found Iron Rod</td></tr><tr><td>FIRC</td><td>- Found Iron Rod & Cap</td></tr><tr><td>FN</td><td>- Found Nail</td></tr><tr><td>FN&D</td><td>- Found Nail & Disc</td></tr><tr><td>FRRSPK</td><td>- Found Rail Road Spike</td></tr><tr><td>GAR</td><td>- Garage</td></tr><tr><td>GM</td><td>- Gas Meter</td></tr><tr><td>ID</td><td>- Identification</td></tr><tr><td>IE/EE</td><td>- Ingress/Egress Easement</td></tr><tr><td>ILL</td><td>- Illegible</td></tr><tr><td>INST</td><td>- Instrument</td></tr><tr><td>INT</td><td>- Intersection</td></tr><tr><td>IRRE</td><td>- Irrigation Easement</td></tr><tr><td>L</td><td>- Length</td></tr><tr><td>LAE</td><td>- Limited Access Easement</td></tr><tr><td>LB#</td><td>- License No. (Business)</td></tr><tr><td>LBE</td><td>- Limited Buffer Easement</td></tr><tr><td>LE</td><td>- Landscape Easement</td></tr><tr><td>LME</td><td>- Lake/Landscape Maintenance Easement</td></tr><tr><td>LS#</td><td>- License No. (Surveyor)</td></tr><tr><td>MB</td><td>- Map Book</td></tr><tr><td>ME</td><td>- Maintenance Easement</td></tr><tr><td>MES</td><td>- Mitered End Section</td></tr><tr><td>MF</td><td>- Metal Fence</td></tr><tr><td>MH</td><td>- Manhole</td></tr><tr><td>MHWL</td><td>- Mean High Water Line</td></tr><tr><td>NR</td><td>- Non-Radial</td></tr><tr><td>NTS</td><td>- Not to Scale</td></tr><tr><td>NAVD88</td><td>- North American Vertical Datum 1988</td></tr><tr><td>NGVD29</td><td>- National Geodetic Vertical Datum 1929</td></tr><tr><td>OG</td><td>- On Ground</td></tr><tr><td>ORB</td><td>- Official Records Book</td></tr><tr><td>ORV</td><td>- Official Record Volume</td></tr><tr><td>O/A</td><td>- Overall</td></tr><tr><td>O/S</td><td>- Offset</td></tr><tr><td>OFF</td><td>- Outside Subject Property</td></tr><tr><td>OH</td><td>- Overhang</td></tr><tr><td>OHL</td><td>- Overhead Utility Lines</td></tr><tr><td>OHWL</td><td>- Ordinary High Water Line</td></tr><tr><td>ON</td><td>- Inside Subject Property</td></tr><tr><td>P/E</td><td>- Pool Equipment</td></tr><tr><td>PB</td><td>- Plat Book</td></tr><tr><td>PC</td><td>- Point of Curvature</td></tr><tr><td>PCC</td><td>- Point of Compound Curvature</td></tr><tr><td>PCP</td><td>- Permanent Control Point</td></tr><tr><td>PI</td><td>- Point of Intersection</td></tr><tr><td>PLS</td><td>- Professional Land Surveyor</td></tr><tr><td>PLT</td><td>- Planter</td></tr><tr><td>POB</td><td>- Point of Beginning</td></tr><tr><td>POC</td><td>- Point of Commencement</td></tr><tr><td>PRC</td><td>- Point of Reverse Curvature</td></tr><tr><td>PRM</td><td>- Permanent Reference Monument</td></tr><tr><td>PSM</td><td>- Professional Surveyor & Mapper</td></tr><tr><td>PT</td><td>- Point of Tangency</td></tr><tr><td>PUE</td><td>- Public Utility Easement</td></tr><tr><td>R</td><td>- Radius or Radial</td></tr><tr><td>R/W</td><td>- Right of Way</td></tr><tr><td>RES</td><td>- Residential</td></tr><tr><td>RGE</td><td>- Range</td></tr><tr><td>ROE</td><td>- Roof Overhang Easement</td></tr><tr><td>RP</td><td>- Radius Point</td></tr><tr><td>S/W</td><td>- Sidewalk</td></tr><tr><td>SBL</td><td>- Setback Line</td></tr><tr><td>SCL</td><td>- Survey Closure Line</td></tr><tr><td>SCR</td><td>- Screen</td></tr><tr><td>SEC</td><td>- Section</td></tr><tr><td>SEP</td><td>- Septic Tank</td></tr><tr><td>SEW</td><td>- Sewer</td></tr><tr><td>SIRC</td><td>- Set Iron Rod & Cap</td></tr><tr><td>SMWE</td><td>- Storm Water Management Easement</td></tr><tr><td>SN&D</td><td>- Set Nail and Disc</td></tr><tr><td>SQFT</td><td>- Square Feet</td></tr><tr><td>STL</td><td>- Survey Tie Line</td></tr><tr><td>STY</td><td>- Story</td></tr><tr><td>SV</td><td>- Sewer 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Pole		Well	ABBREVIATIONS		(C)	- Calculated	(D)	- Deed	(F)	- Field	(M)	- Measured	(P)	- Plat	(R)	- Record	(S)	- Survey	A/C	- Air Conditioning	AE	- Access Easement	ANE	- Anchor Easement	ASBL	- Accessory Setback Line	B/W	- Bay/Box Window	BC	- Block Corner	BFP	- Backflow Preventer	BLDG	- Building	BLK	- Block	BM	- Benchmark	BR	- Bearing Reference	BRL	- Building Restriction Line	BSMT	- Basement	C	- Curve	C/L	- Center Line	C/P	- Covered Porch	C/S	- Concrete Slab	CATV	- Cable TV Riser	CB	- Concrete Block	CH	- Chord Bearing	CHIM	- Chimney	CLF	- Chain Link Fence	CME	- Canal Maintenance Easement	CO	- Clean Out	CONC	- Concrete	COR	- Corner	CS/W	- Concrete Sidewalk	CUE	- Control Utility Easement	CVG	- Concrete Valley Gutter	D/W	- Driveway	DE	- Drainage Easement	DF	- Drain Field	DH	- Drill Hole	DUE	- Drainage & Utility Easement	ELEV	- Elevation	EM	- Electric Meter	ENCL	- Enclosure	ENT	- Entrance	EOP	- Edge of Pavement	EOW	- Edge of Water	ESMT	- Easement	EUB	- Electric Utility Box	F/DH	- Found Drill 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LAE	- Limited Access Easement																																																																																																																																																																																																																																																																																																																																																																																
LB#	- License No. (Business)																																																																																																																																																																																																																																																																																																																																																																																
LBE	- Limited Buffer Easement																																																																																																																																																																																																																																																																																																																																																																																
LE	- Landscape Easement																																																																																																																																																																																																																																																																																																																																																																																
LME	- Lake/Landscape Maintenance Easement																																																																																																																																																																																																																																																																																																																																																																																
LS#	- License No. (Surveyor)																																																																																																																																																																																																																																																																																																																																																																																
MB	- Map Book																																																																																																																																																																																																																																																																																																																																																																																
ME	- Maintenance Easement																																																																																																																																																																																																																																																																																																																																																																																
MES	- Mitered End Section																																																																																																																																																																																																																																																																																																																																																																																
MF	- Metal Fence																																																																																																																																																																																																																																																																																																																																																																																
MH	- Manhole																																																																																																																																																																																																																																																																																																																																																																																
MHWL	- Mean High Water Line																																																																																																																																																																																																																																																																																																																																																																																
NR	- Non-Radial																																																																																																																																																																																																																																																																																																																																																																																
NTS	- Not to Scale																																																																																																																																																																																																																																																																																																																																																																																
NAVD88	- North American Vertical Datum 1988																																																																																																																																																																																																																																																																																																																																																																																
NGVD29	- National Geodetic Vertical Datum 1929																																																																																																																																																																																																																																																																																																																																																																																
OG	- On Ground																																																																																																																																																																																																																																																																																																																																																																																
ORB	- Official Records Book																																																																																																																																																																																																																																																																																																																																																																																
ORV	- Official Record Volume																																																																																																																																																																																																																																																																																																																																																																																
O/A	- Overall																																																																																																																																																																																																																																																																																																																																																																																
O/S	- Offset																																																																																																																																																																																																																																																																																																																																																																																
OFF	- Outside Subject Property																																																																																																																																																																																																																																																																																																																																																																																
OH	- Overhang																																																																																																																																																																																																																																																																																																																																																																																
OHL	- Overhead Utility Lines																																																																																																																																																																																																																																																																																																																																																																																
OHWL	- Ordinary High Water Line																																																																																																																																																																																																																																																																																																																																																																																
ON	- Inside Subject Property																																																																																																																																																																																																																																																																																																																																																																																
P/E	- Pool Equipment																																																																																																																																																																																																																																																																																																																																																																																
PB	- Plat Book																																																																																																																																																																																																																																																																																																																																																																																
PC	- Point of Curvature																																																																																																																																																																																																																																																																																																																																																																																
PCC	- Point of Compound Curvature																																																																																																																																																																																																																																																																																																																																																																																
PCP	- Permanent Control Point																																																																																																																																																																																																																																																																																																																																																																																
PI	- Point of Intersection																																																																																																																																																																																																																																																																																																																																																																																
PLS	- Professional Land Surveyor																																																																																																																																																																																																																																																																																																																																																																																
PLT	- Planter																																																																																																																																																																																																																																																																																																																																																																																
POB	- Point of Beginning																																																																																																																																																																																																																																																																																																																																																																																
POC	- Point of Commencement																																																																																																																																																																																																																																																																																																																																																																																
PRC	- Point of Reverse Curvature																																																																																																																																																																																																																																																																																																																																																																																
PRM	- Permanent Reference Monument																																																																																																																																																																																																																																																																																																																																																																																
PSM	- Professional Surveyor & Mapper																																																																																																																																																																																																																																																																																																																																																																																
PT	- Point of Tangency																																																																																																																																																																																																																																																																																																																																																																																
PUE	- Public Utility Easement																																																																																																																																																																																																																																																																																																																																																																																
R	- Radius or Radial																																																																																																																																																																																																																																																																																																																																																																																
R/W	- Right of Way																																																																																																																																																																																																																																																																																																																																																																																
RES	- Residential																																																																																																																																																																																																																																																																																																																																																																																
RGE	- Range																																																																																																																																																																																																																																																																																																																																																																																
ROE	- Roof Overhang Easement																																																																																																																																																																																																																																																																																																																																																																																
RP	- Radius Point																																																																																																																																																																																																																																																																																																																																																																																
S/W	- Sidewalk																																																																																																																																																																																																																																																																																																																																																																																
SBL	- Setback Line																																																																																																																																																																																																																																																																																																																																																																																
SCL	- Survey Closure Line																																																																																																																																																																																																																																																																																																																																																																																
SCR	- Screen																																																																																																																																																																																																																																																																																																																																																																																
SEC	- Section																																																																																																																																																																																																																																																																																																																																																																																
SEP	- Septic Tank																																																																																																																																																																																																																																																																																																																																																																																
SEW	- Sewer																																																																																																																																																																																																																																																																																																																																																																																
SIRC	- Set Iron Rod & Cap																																																																																																																																																																																																																																																																																																																																																																																
SMWE	- Storm Water Management Easement																																																																																																																																																																																																																																																																																																																																																																																
SN&D	- Set Nail and Disc																																																																																																																																																																																																																																																																																																																																																																																
SQFT	- Square Feet																																																																																																																																																																																																																																																																																																																																																																																
STL	- Survey Tie Line																																																																																																																																																																																																																																																																																																																																																																																
STY	- Story																																																																																																																																																																																																																																																																																																																																																																																
SV	- Sewer Valve																																																																																																																																																																																																																																																																																																																																																																																
SWE	- Sidewalk Easement																																																																																																																																																																																																																																																																																																																																																																																
PI	- Point of Intersection																																																																																																																																																																																																																																																																																																																																																																																
TBM	- Temporary Bench Mark																																																																																																																																																																																																																																																																																																																																																																																
TEL	- Telephone Facilities																																																																																																																																																																																																																																																																																																																																																																																
TOB	- Top of Bank																																																																																																																																																																																																																																																																																																																																																																																
TUE	- Technological Utility Easement																																																																																																																																																																																																																																																																																																																																																																																
TWP	- Township																																																																																																																																																																																																																																																																																																																																																																																
TX	- Transformer																																																																																																																																																																																																																																																																																																																																																																																
TYP	- Typical																																																																																																																																																																																																																																																																																																																																																																																
UE	- Utility Easement																																																																																																																																																																																																																																																																																																																																																																																
UG	- Underground																																																																																																																																																																																																																																																																																																																																																																																
UP	- Utility Pole																																																																																																																																																																																																																																																																																																																																																																																
UR	- Utility Riser																																																																																																																																																																																																																																																																																																																																																																																
VF	- Vinyl Fence																																																																																																																																																																																																																																																																																																																																																																																
W/C	- Witness Corner																																																																																																																																																																																																																																																																																																																																																																																
W/F	- Water Filter																																																																																																																																																																																																																																																																																																																																																																																
WF	- Wood Fence																																																																																																																																																																																																																																																																																																																																																																																
WM	- Water Meter/Valve Box																																																																																																																																																																																																																																																																																																																																																																																
WV	- Water valve																																																																																																																																																																																																																																																																																																																																																																																

CERTIFIED TO:
WILLIAM FRANZEN AND AMY FRANZEN .

DATE SIGNED: 11/04/22

BUYER: WILLIAM FRANZEN AND AMY FRANZEN

LENDER:

TITLE COMPANY:

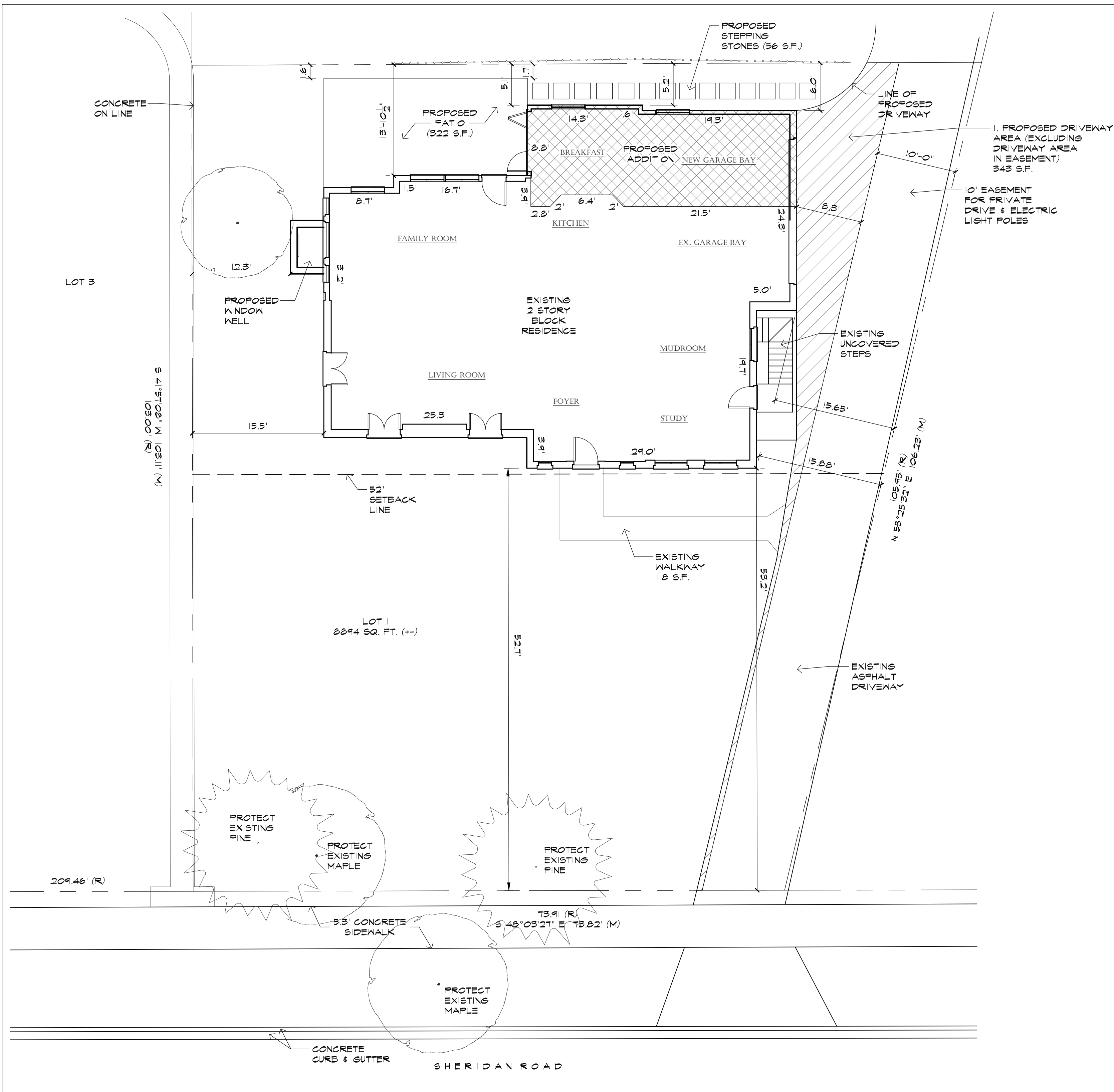
COMMITMENT DATE: NOT REVIEWED

CLIENT FILE NO:

SEE PAGE 1 OF 2 FOR MAP OF PROPERTY
PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES

FLOOD ZONE INFORMATION:

Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450



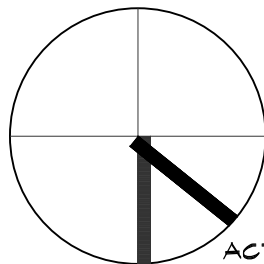
ALL EXISTING SITE INFORMATION DERIVED FROM PROPERTY BOUNDARY SURVEY PREPARED FOR:

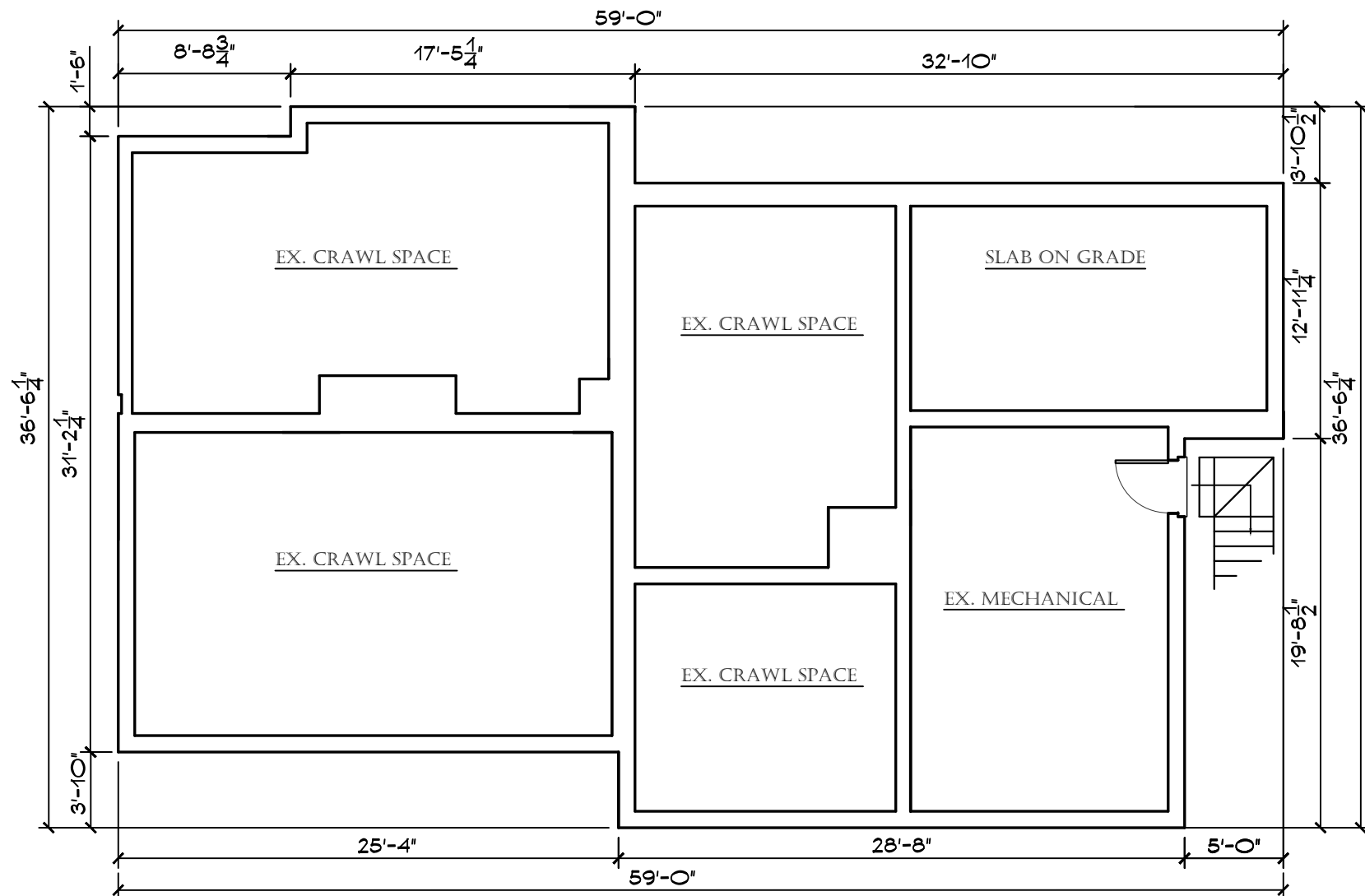
WILLIAM & AMY FRANZEN
232 SHERIDAN ROAD
WINNETKA, IL 60093

BY:

EXACTA LAND SURVEYORS, LLC
316 EAST JACKSON STREET
MORRIS, IL 60450
(773) 305-4011
SURVEY #: 2207.2860
DATED: 11.04.22 (REV.)

FOR TOWN APPROVALS ONLY
11.15.22

ADDRESS OF CONSTRUCTION: 232 SHERIDAN ROAD WINNETKA, IL 60093		DATE:
LOT #: 1 ZONE: R-4		
APPLICANT: FRANZEN ASSOCIATES 95 HARBOR ROAD SOUTHPORT, CT 06890		
OWNER OF RECORD: WILLIAM & AMY FRANZEN 232 SHERIDAN ROAD WINNETKA, IL 60093		
PROPOSED SITE PLAN		SCALE: 1/8" = 1' - 0" DRAWN BY: RFA PROJECT #: 122021 DRAWING #: SP-1
FRANZEN ASSOCIATES 95 HARBOR ROAD SOUTHPORT, CT 06890 TEL: (203) 259-0529 Fax: (203) 254-6497		
 PROJECT NORTH ACTUAL NORTH		
©		



FOUNDATION-BASEMENT - EXISTING
SCALE 1/8"=1'-0"

**J.P. FRANZEN
ASSOCIATES
ARCHITECTS, P.C.**

TIDE MILL BUILDING
95 HARBOR ROAD
SOUTHFORD, CT 06480
(203) 239-0329

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

EXISTING PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022

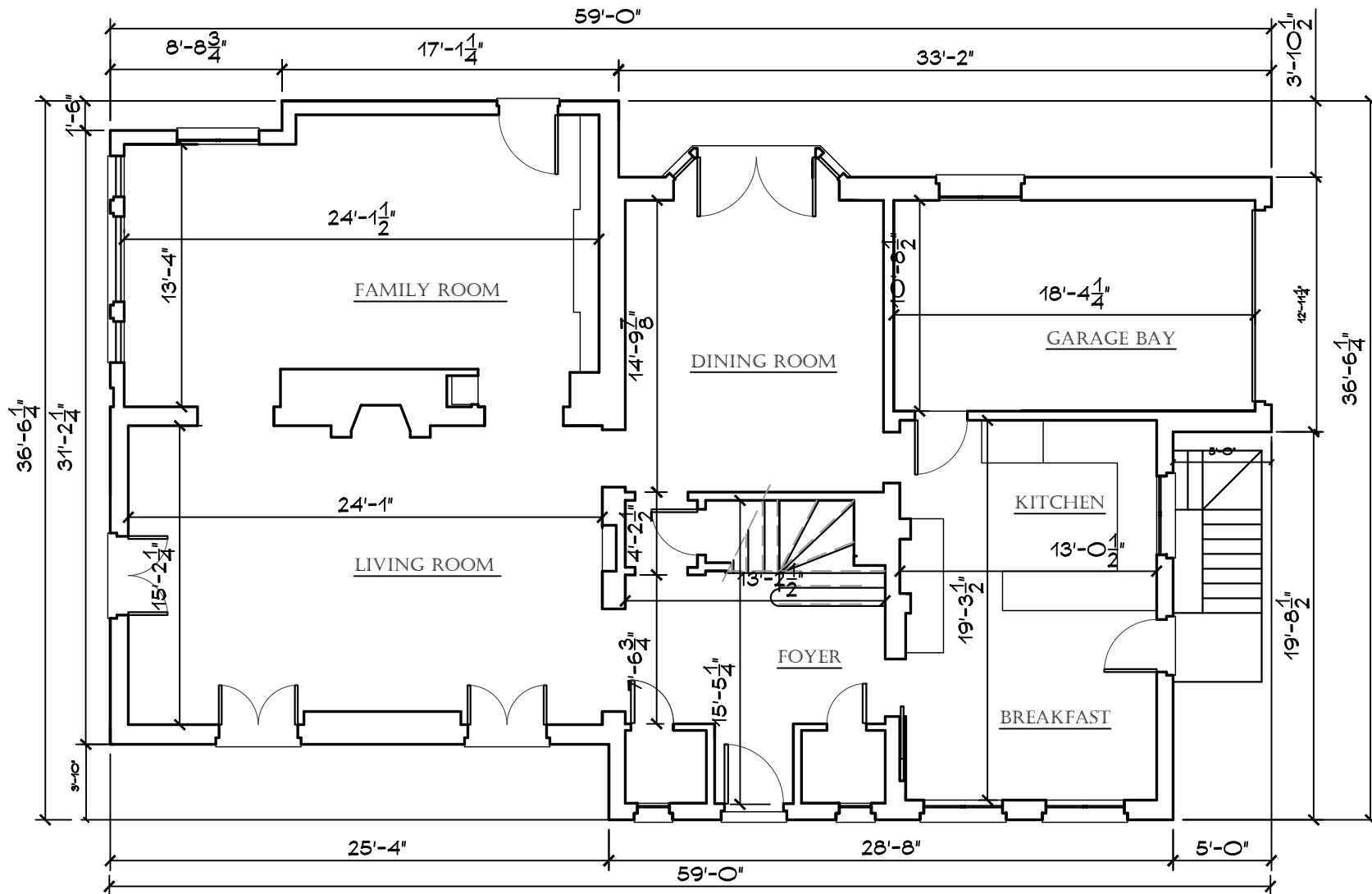
SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO

EX-0



FIRST FLOOR -EXISTING

SCALE

1/8"=1'-0"

**J.P.FRANZEN
ASSOCIATES
ARCHITECTS, P.C.**

TIDE MILL BUILDING
95 HARBOR ROAD
SOUTHPORT, CT 06490
(203) 239-0329

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

EXISTING PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022

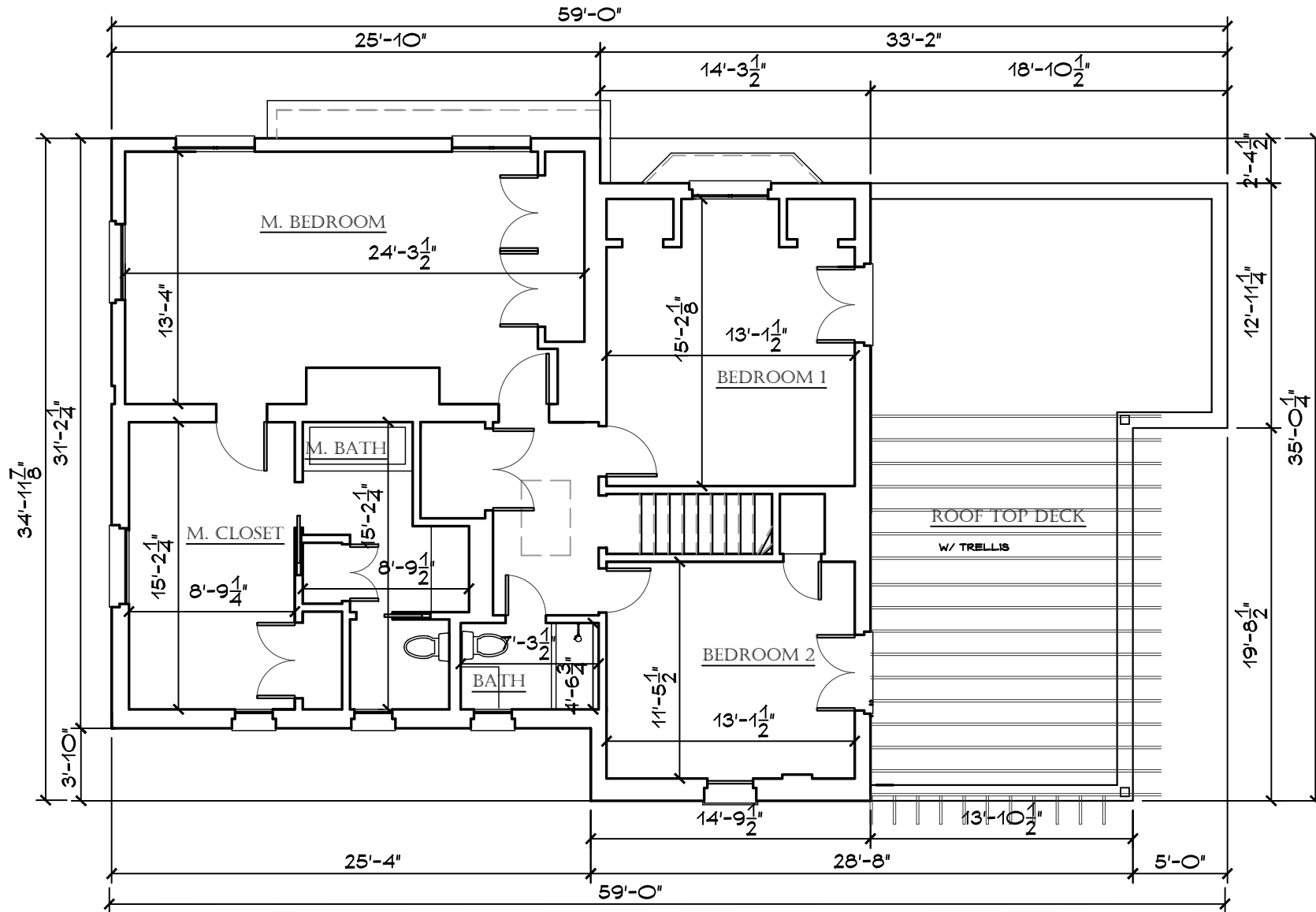
SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO

EX-1



SECOND FLOOR - EXISTING

SCALE

1/8"=1'-0"

**J.P. FRANZEN
ASSOCIATES
ARCHITECTS, P.C.**

TIDE MILL BUILDING
95 HARBOR ROAD
SOUTHPORT, CT 06490
(203) 239-0529

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

EXISTING PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022

SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO

EX-2



FRONT (EAST-STREET SIDE) ELEVATION-EXISTING

SCALE

1/8"=1'-0"

**J.P.FRANZEN
ASSOCIATES
ARCHITECTS. PC.**

TIDE MILL BUILDING
95 HARBOR ROAD
SOUTHPORT, CT 06480
(203) 239-0329

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

EXISTING PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022
NOV. 15, 2022

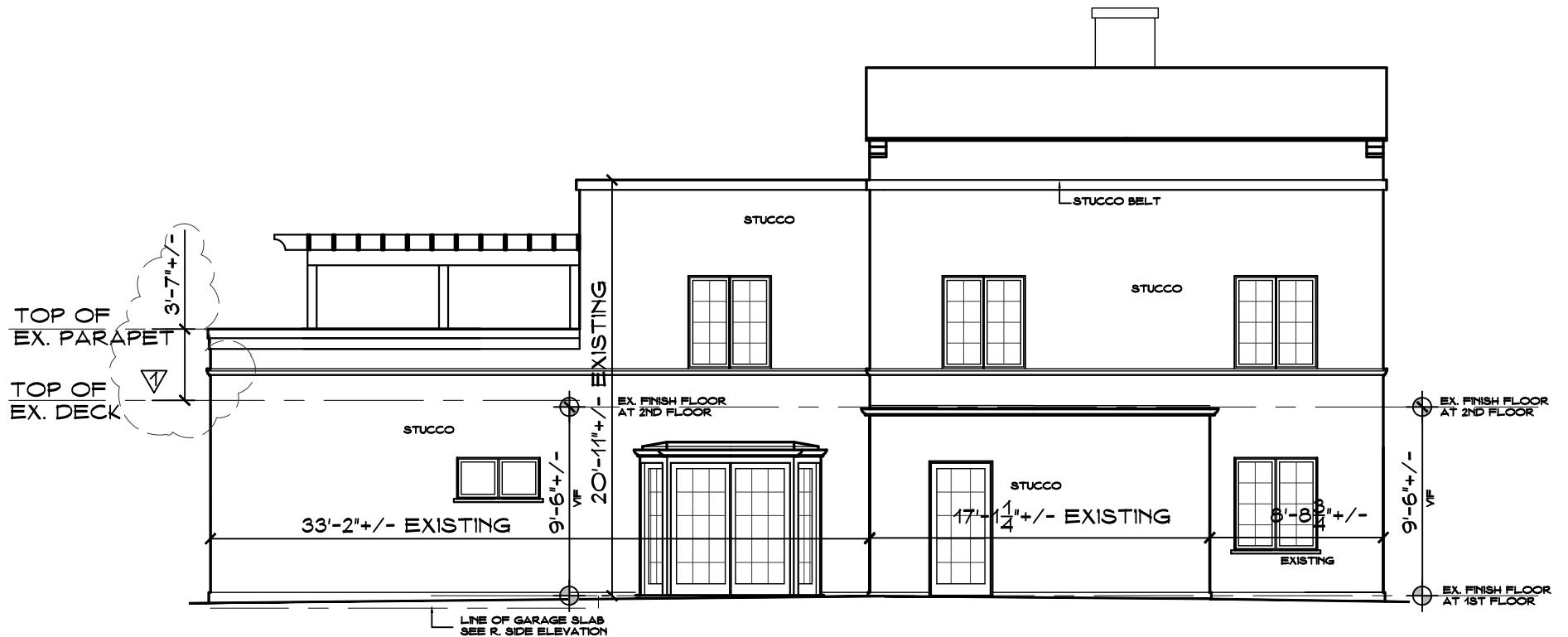
SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO

EX-3



REAR (WEST) ELEVATION -EXISTING

SCALE

1/8"=1'-0"

**J.P.FRANZEN
ASSOCIATES
ARCHITECTS. PC.**

TIDE MILL BUILDING
95 HARBOR ROAD
SOUTHPORT, CT 06490
(203) 239-0329

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

EXISTING PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022
NOV. 15, 2022

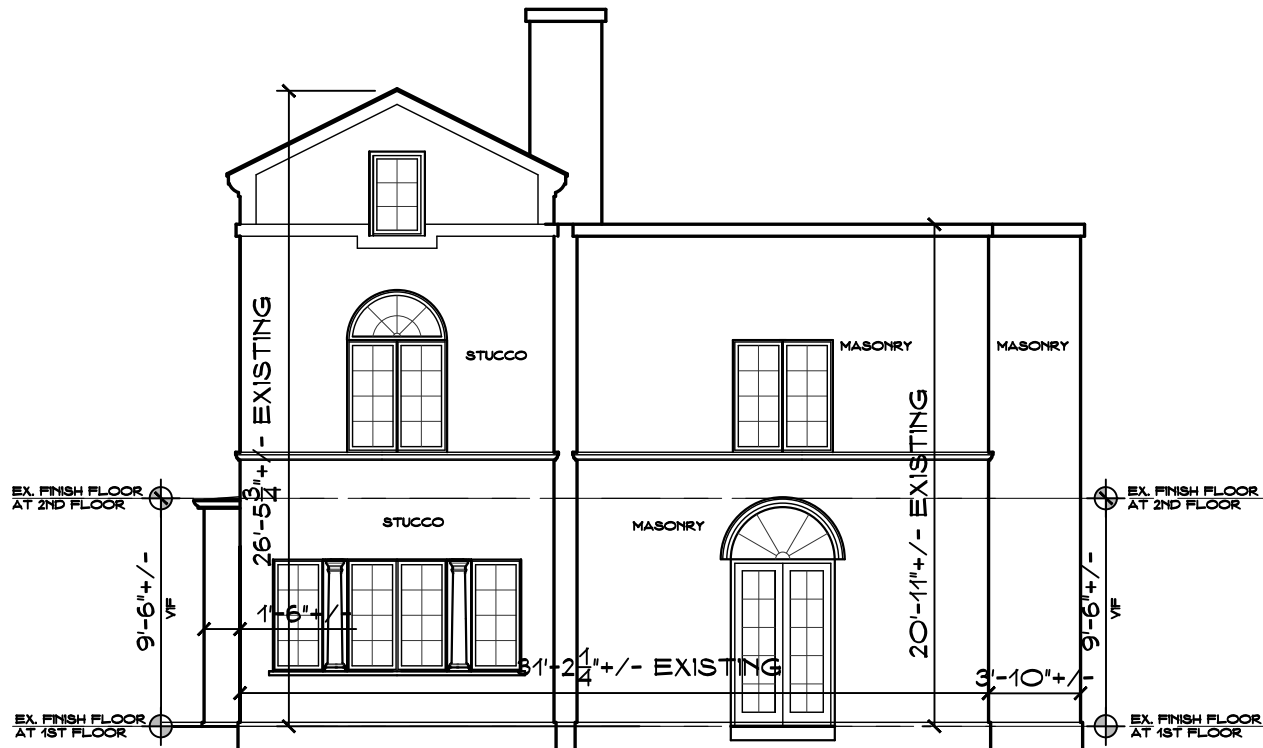
SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO

EX-4



L. SIDE (SOUTH) ELEVATION-EXISTING

SCALE

1/8"=1'-0"

**J.P. FRANZEN
ASSOCIATES
ARCHITECTS. P.C.**

TIDE MILL BUILDING
95 HARBOR ROAD
SOUTHPORT, CT 06480
(203) 239-0329

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

EXISTING PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022

SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO

EX-5



R. SIDE (NORTH) ELEVATION-EXISTING

SCALE

1/8"=1'-0"

**J.P. FRANZEN
ASSOCIATES
ARCHITECTS, P.C.**

TIDE MILL BUILDING
95 HARBOR ROAD
SOUTHPORT, CT 06490
(203) 239-0329

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

EXISTING PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022
NOV. 15, 2022

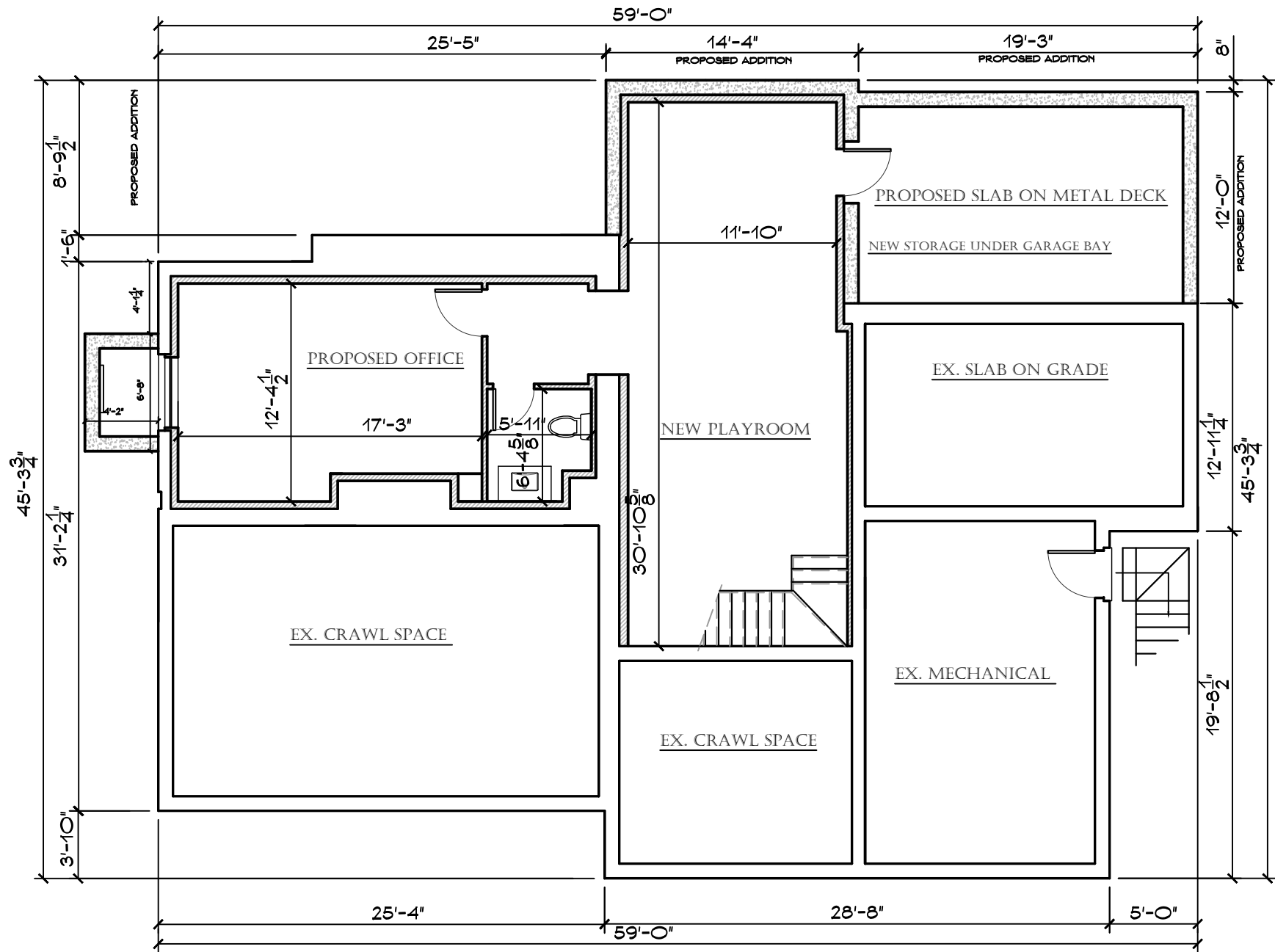
SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

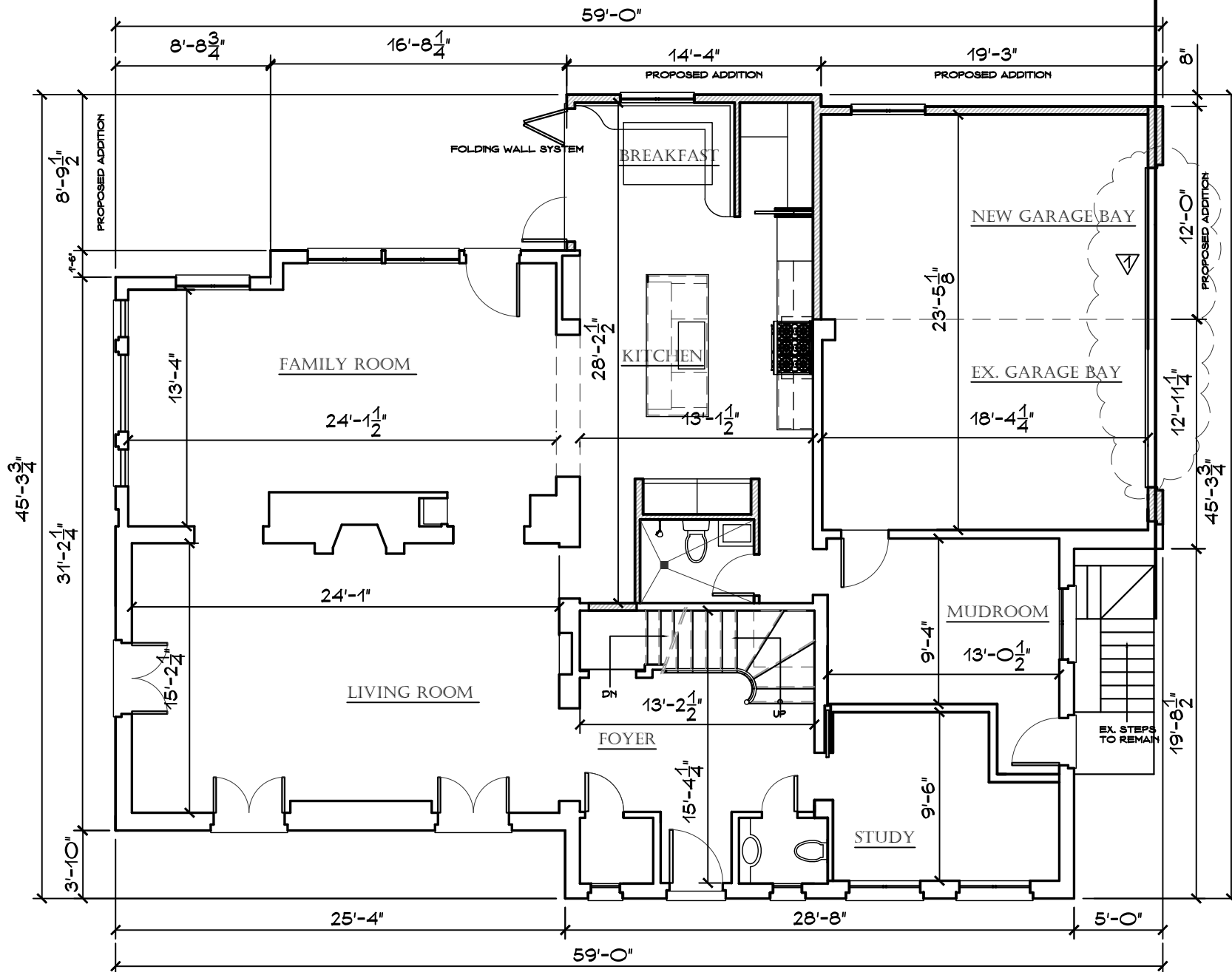
DRAWING NO

EX-6

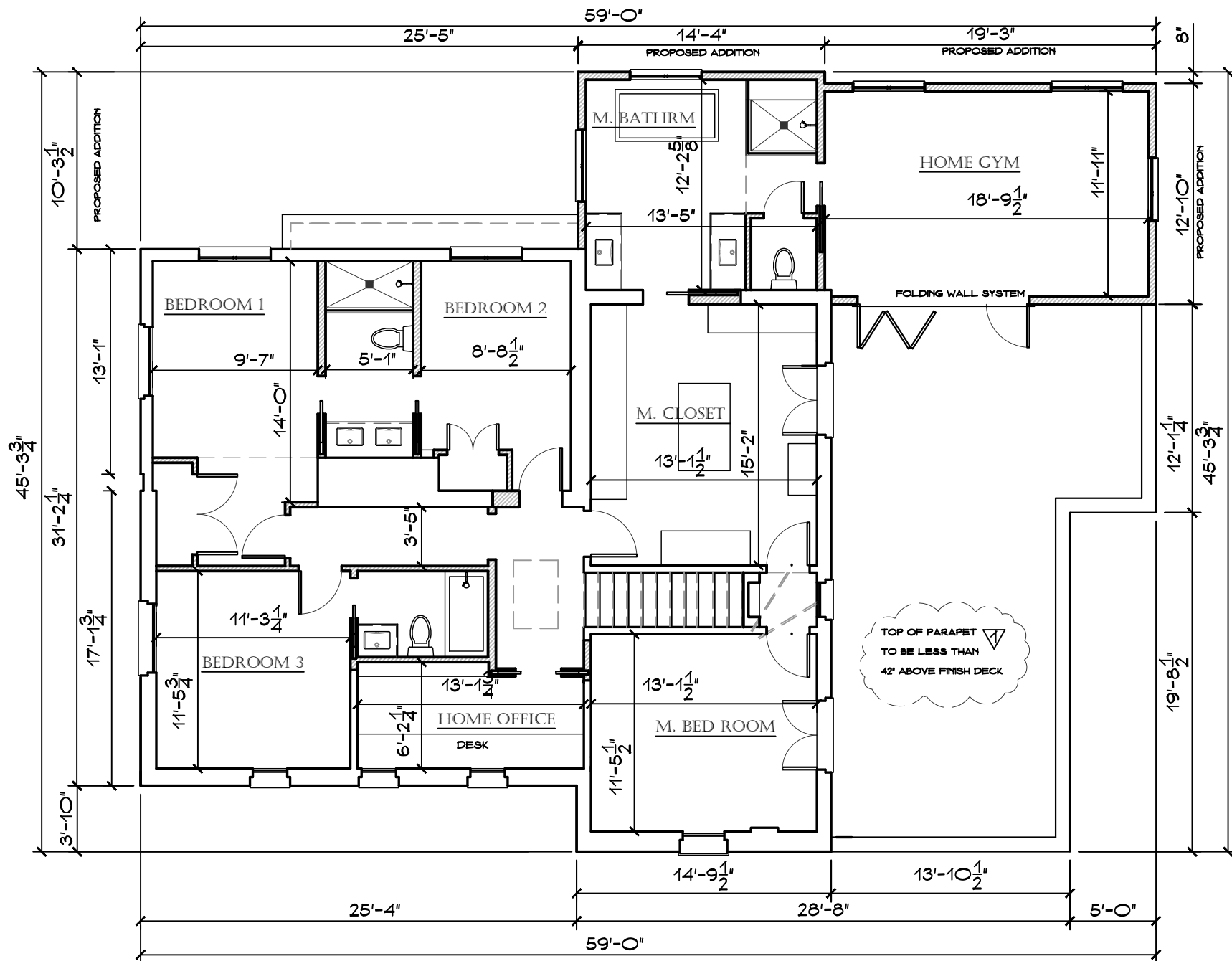


FOUNDATION - BASEMENT PROPOSED
SCALE 1/8"=1'-0"

SCALE AS NOTED	ALTERATIONS AND ADDITIONS TO THE RESIDENCE	DATE OCT. 31, 2022
DRAWN BY JTS	MR. AND MRS. FRANZEN	PROPOSED PLANS AND ELEVATIONS
JOB NO 093022	232 SHERIDAN ROAD WINNETKA IL	
DRAWING NO A-0	JP.FRANZEN ASSOCIATES ARCHITECTS, P.C.	
	TIDE MILL BUILDING 95 HARBOR ROAD SOUTHPORT, CT 06480 (203) 259-0029	9



JP. FRANZEN ASSOCIATES ARCHITECTS, P.C. TIDE MILL BUILDING 95 HARBOR ROAD SOUTHPORT, CT 06490 (203) 239-0029		SCALE AS NOTED
ALTERATIONS AND ADDITIONS TO THE RESIDENCE MR. AND MRS. FRANZEN 232 SHERIDAN ROAD WINNETKA IL		DRAWN BY JTS
PROPOSED PLANS AND ELEVATIONS		JOB NO 093022
DATE OCT. 31, 2022 NOV. 15, 2022		DRAWING NO A-1



**J.P. FRANZEN
ASSOCIATES
ARCHITECTS, P.C.**

TIDE MILL BUILDING
55 HARBOR ROAD
SOUTHPORT, CT 06490
(203) 259-0029

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

PROPOSED PLANS
AND ELEVATIONS

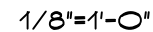
DATE: OCT. 31, 2022
NOV. 15, 2022

SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO
A-2



Page 159 of 187



L. SIDE (SOUTH) ELEVATION-PROPOSED

SCALE

1/8"=1'-0"

**J.P. FRANZEN
ASSOCIATES
ARCHITECTS, P.C.**

TIDE MILL BUILDING
95 HARBOR ROAD
SOUTHPORT, CT 06490
(203) 239-0829

ALTERATIONS AND ADDITIONS
TO THE RESIDENCE
MR. AND MRS. FRANZEN
232 SHERIDAN ROAD
WINNETKA IL

PROPOSED PLANS
AND ELEVATIONS

DATE
OCT. 31, 2022

SCALE
AS NOTED

DRAWN BY
JTS

JOB NO
093022

DRAWING NO

A-6

ATTACHMENT D1

From: [REDACTED]
To: [Ann Klaassen](#)
Subject: Franzen plan
Date: Tuesday, January 3, 2023 1:21:36 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please know that as a neighbor of the Franzens, I support their renovation proposal.

Mona Golub
228 Sheridan Rd.

Sent from my iPhone

LAW OFFICES OF THOMAS FLANNIGAN

230 Sheridan Road
Winnetka, IL 60093


December 12, 2022

Winnetka Zoning Board of Appeals
Winnetka Village Hall
510 Green Bay Road
Winnetka, IL 60093

By email to planning@winnetka.org

Re: Case No.22-30-V2 232 Sheridan Road Residential Addition
Monday, September 12, 2022 at 7:00 p.m.

Dear Sir or Madam:

Our neighbors, Amy and William Franzen (the “Applicants”) have filed paperwork with the Village of Winnetka seeking variances from the applicable Zoning Ordinances.

My wife and I have reviewed the plans of the Applicant and spoke to them about the plans. We have no objections to and fully support their application for zoning variances.

If you have any questions do not hesitate to contact us.

Yours truly,

Thomas Flannigan

TWF; tf

**WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF MEETING MINUTES
DECEMBER 12, 2022**

Zoning Board Members Present:

Matt Bradley, Chairman
Kate Casale MacNally
Lynn Hanley
Mike Nielsen

Zoning Board Members Absent:

Mark Haller
Todd Vender
Max Weigandt

Village Staff:

David Schoon, Director of Community Development
Ann Klaassen, Assistant Director of Community
Development

a. **Case No. 22-30-V2: 232 Sheridan Road:** An application submitted by Amy and William Franzen seeking approval of zoning variations to allow construction of an addition to the existing residence at 232 Sheridan Road. The requested variations would permit the addition to (i) exceed the maximum permitted roofed lot coverage; (ii) exceed the maximum permitted gross floor area; (iii) provide less than the minimum required corner yard setback from the private road easement along the north property line; (iv) provide less than the minimum required rear yard setback from the west property line; (v) exceed the maximum permitted width for a front-facing attached garage; and (vi) exceed the maximum permitted width for a front-facing attached garage door. The Village Council has final jurisdiction on this request.

Ms. Klaassen identified the property's location, zoning classification, size and its legal nonconforming status. She then referred to photos of the site and identified the proposed two story addition as well as four of the requested variations highlighted in the table. Ms. Klaassen then explained the reasoning for the GFA variation and calculations due to the parapet wall height. She also explained the corner yard and rear yard setbacks and how they would be affected by the proposed addition. Ms. Klaassen described the first floor plans which include an additional garage bay and kitchen addition as well as the proposed second floor addition. She then referred to the proposed front, rear, corner and south elevations. Ms. Klaassen stated the Village Council has final jurisdiction and a draft motion is included on page nos. 39 and 40 for the Board to consider. She also referred to public correspondence received from a neighbor that was provided to the Board. She then asked if there were any questions.

Ms. Hanley asked why the easements were not included in side yard calculations. Ms. Klaassen explained the reasoning for the easement exclusion from side yard calculations. Ms. Casale MacNally asked for clarification in terms of where the neighbor who submitted correspondence is compared to the site, which Ms. Klaassen identified for the Board. Chairman Bradley questioned the garage's proximity and limitations with regard to the front lot line which Ms. Klaassen explained to the Board noting the home is considered a corner lot and that the front-facing attached garage width and garage door width also applied to the corner lot line. Ms. Hanley asked if there are any other similar roads in the Village and Ms. Klaassen responded there are several other private roads in the Village. No additional questions were raised at this time.

1 Chairman Bradley then swore in those speaking to this matter. John Franzen and William Franzen
2 introduced themselves to the Board. John Franzen state he is an architect practicing in Connecticut and
3 that he is helping his son and his wife and explained the reasoning behind the request. He stated his son
4 bought the 232 Sheridan Road home. He referred to the difficulties of dealing with the private easement
5 in terms of their plans with regard to the double wide garage. William Franzen then described safety issues
6 in the home with regard to bedrooms in relation to the roof deck and their desire to relocate the
7 bedrooms as well as the lack of a mudroom and difficulties with the single bay garage. He described the
8 proposed addition and single garage door which would improve several conditions on the home as well
9 as how the request complied with the standards. William Franzen referred to variation approvals on
10 nearby homes and noted the improvements would not be visible from Sheridan Road adding the
11 neighbors have no issues with regard to the request.

12
13 John Franzen described the conditions and difficulties accessing the garage and property in its existing
14 condition. William Franzen then stated with regard to 224 Sheridan Road and the variations granted in
15 connection with those 2004 renovations, it is similar to their request. He then referred to their attempt
16 to preserve the home's historical significance.

17
18 Chairman Bradley asked if there were any questions. Ms. Hanley asked why impermeable lot coverage is
19 being reduced and William Franzen responded it related to the driveway reduction. Mr. Nielsen referred
20 to point nos. 5 and 6 and asked if the garage size affected the first four points. William Franzen responded
21 that it related to the front yard and corner yard setbacks. Chairman Bradley referred to the extreme
22 variances sought on the west rear yard setback and the letter in the packet by that affected neighbor in
23 support. He also referred to the effort to save the home with no other alternative to place the addition.
24 Chairman Bradley then stated the garage view did not have any effect on the front yard and is not visible
25 from the street by anyone other than the five homes in the enclave. He then asked the applicants if they
26 considered other locations for the proposed addition which did not create such significant variations.
27 William Franzen confirmed they did and stated there were no other viable alternatives. John Franzen
28 added concessions in terms of the garage would result in the inability to park two vehicles in the garage
29 and there is no other area in which to park.

30
31 Chairman Bradley stated it would be precedent setting to reduce the west setback from 14 feet to 5 feet
32 and William Franzen explained the reasoning behind the request. He added the home at 224 Sheridan has
33 the similar garage setup they are requesting. Ms. Hanley stated she appreciated the applicant's position
34 in terms of the garage door need noting her concerns related to GFA and roofed lot coverage and where
35 it can be reduced referring to the reduction of the kitchen addition and master bathroom. She stated the
36 kitchen and master bathroom addition did not meet the standards and agreed with the standards and
37 hardship created by the garage.

38
39 Chairman Bradley suggested the Board deliberate in terms of their position noting the fact there is a bare
40 quorum for an approval recommendation with the option of giving the applicants the opportunity to come
41 back before the Board. John Franzen agreed with Chairman Bradley's suggestion. William Franzen further
42 explained the reasoning behind the primary suite size. John Franzen then described a proposed option in
43 order to reduce the RLC and GFA calculations by reducing the width of the garage addition.

44
45 Chairman Bradley then called the matter in for discussion. He first asked for public comment. No
46 comments were made at this time.

1 Chairman Bradley described the property as very unique and the attempted modernization being
2 requested as well as the effect of the easement. He referred to the challenges relating to the west rear
3 yard setback and referred to the letter in support from the affected neighbor. Chairman Bradley then
4 stated he would recommend the applicant either go forward now or come back before the Board with
5 revisions. Ms. Hanley stated she would agree with the request if it incorporated the reductions suggested
6 by Mr. Franzen although GFA can be further reduced in other areas. Mr. Nielsen stated the five homes in
7 the subdivision are the same with the amount of weight placed on the neighbors' letter. He stated the
8 fact that no other owners are against the request lent toward the argument that the request is favorable.
9 Mr. Nielsen then stated the proposed 1.5 foot reduction would not change that much but would put the
10 Board in the position to recommend approval. Ms. Casale MacNally agreed with Ms. Hanley's comments
11 and stated she would be in favor of considering the proposal's slimmed down version.
12

13 Chairman Bradley explained the options to the applicant. William Franzen explained the effect of the
14 easement on GFA adding all of the neighbors are in support of the request. He then stated they could not
15 reasonably give up much more GFA in terms of their plans for the property. Ms. Hanley further explained
16 her position to the applicants. Chairman Bradley informed the applicants the reasonable return standard
17 has not been met and explained how the Board's job is to mitigate the variance amounts requested. Mr.
18 Franzen stated they request that their application be continued until the January 9, 2023, meeting.
19

20 Ms. Hanley moved to continue the application to the January 9, 2023, meeting. Mr. Nielsen seconded the
21 motion. A vote was taken and the motion unanimously passed, 4 to 0:

22 AYES: Bradley, Casale MacNally, Hanley, Nielsen

23 NAYS: None
24
25

**WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF MEETING MINUTES
JANUARY 9, 2023**

Zoning Board Members Present:

Matt Bradley, Chairman
Kate Casale MacNally
Mark Haller
Lynn Hanley
Mike Nielsen
Todd Vender

Zoning Board Members Absent:

Max Weigandt

Village Staff:

David Schoon, Director of Community Development
Ann Klaassen, Assistant Director of Community Development

Continued Cases:

a. **Case No. 22-30-V2: 232 Sheridan Road (Continued from the December 12, 2022, meeting):** An amended application submitted by Amy and William Franzen seeking approval of zoning variations to allow construction of an addition to the existing residence at 232 Sheridan Road. The requested variations would permit the addition to (i) exceed the maximum permitted roofed lot coverage; (ii) exceed the maximum permitted gross floor area; (iii) provide less than the minimum required corner yard setback from the private road easement along the north property line; (iv) provide less than the minimum required rear yard setback from the west property line; (v) exceed the maximum permitted width for a front-facing attached garage; and (vi) exceed the maximum permitted width for a front-facing attached garage door. The plans have been amended to reduce the requested variations for roofed lot coverage, gross floor area, rear yard setback, and front-facing attached garage width. The Village Council has final jurisdiction on this request.

Ms. Klaassen noted the plans were amended to reduce roofed lot coverage (RLC), gross floor area (GFA), rear yard setback and the width of the front-facing garage and identified the Board's concerns from the December 2022 meeting. She referred to the amended plans and explained in detail the proposed plan changes and reductions in the variations being requested. Ms. Klaassen then identified the net increase in RLC and GFA for the current proposal when compared to the original proposal.

Ms. Klaassen informed the Board of two additional emails received from neighbors, which were distributed to the Board. She then stated following the applicant's presentation, the Board may wish to make a motion to recommend approval or denial of the request with a draft motion provided on page nos. 14 and 15. Ms. Klaassen then asked if there were any questions.

Chairman Bradley also asked if there were any questions. Ms. Hanley asked for further explanation regarding the second floor addition which Ms. Klaassen provided to the Board. Ms. Casale MacNally referred to the proposed home gym and master bedroom on the second floor and questioned the deck's structural integrity and whether structural engineering plans were available. Ms. Klaassen responded they do not have that level of detail for a variation application and suggested that the applicant may be able to address those questions. No additional questions were raised at this time.

1 Chairman Bradley swore in those speaking to this matter. William Franzen, the applicant, and John
2 Franzen, the architect, introduced themselves to the Board. John explained the property's history to the
3 Board and the reasoning for certain aspects of the request along with the property's difficulties and
4 hardships. He also addressed the standards. John then described the reductions in the proposal which
5 reduced the amount of the GFA and RLC variations as well as the reductions made to the garage. He
6 concluded the request would not affect many people, improve the home and create reasonable return.

7
8 William Franzen noted four of the requests are due to the easement and if the garage was not considered
9 front-facing, they would get the 200 square-foot bonus. He added that the flag pole portion of an adjacent
10 lot between their lot and the property to the south would never be developed. William noted the home
11 gym would be built over the additional garage bay as well as the master bathroom and would not be a
12 problem structurally.

13
14 Chairman Bradley asked if there were any questions. Ms. Casale MacNally clarified her question in terms
15 of building the master bath and home gym where the existing porch trellis is. John Franzen explained how
16 that alternative would not make the home symmetrical with the home to the south and would not align
17 with the surrounding homes. Mr. Haller questioned certain measurements on the Mitchell's property to
18 the south, and John Franzen responded the coping and block on the applicant's home is 9 inches higher
19 than the Mitchell's.

20
21 Ms. Hanley asked William Franzen if he considered not having the home gym and William responded they
22 did not and noted it can be used in the future as a master bedroom. Ms. Hanley stated the home gym
23 elimination would only result in a variation for the garage. William described how they view that space as
24 important to their reasonable return. Ms. Hanley stated the lot is small and the applicant has to work with
25 the amount of space they have when the home gym can be considered a fifth bedroom. William further
26 explained how the easement portion of their lot is not counted toward their buildable lot area.

27
28 Chairman Bradley described the applicant's revised plans and concessions as well done and addressed the
29 concerns in reducing the variance amounts. He then described the property as extraordinarily unique and
30 referred to the neighbors' endorsements of the project. Chairman Bradley referred to the applicant's
31 phrasing of the home gym and stated he appreciated the considerable pare back from the previous
32 request. He then asked the applicant if he would consider further reducing the home gym's GFA although
33 its proposed measurements are not oversized. John Franzen responded by describing the applicant's
34 desire in choosing to lay out the space that way. William Franzen informed the Board they discussed
35 several options in attempts to reduce the amount of space to the bare minimum needed.

36
37 Chairman Bradley asked if there were any other questions. No additional questions were raised at this
38 time. He then called the matter in for discussion noting no members of the public are present to comment.

39
40 Mr. Haller stated he appreciated the adjustments made and the description of the home gym as
41 important as it would be if it was classified as a home office. He stated the home's character would remain
42 and referred to the fact the neighbors are in support of the request. Mr. Haller then stated he is
43 sympathetic in terms of the private easement issue and would be in favor of the request. Mr. Nielsen also
44 stated he would be in favor of recommending approval and referred to the amount of the GFA overage.
45 Ms. Hanley referred to her issue in connection with GFA while she appreciated the garage situation she
46 was concerned with the bootstrapping in of additional square footage with the garage addition. The Board
47 Members discussed treating easements as not being unique. Ms. Hanley reiterated her concern related
48 to the GFA overage.

1 Ms. Casale MacNally stated the applicant intentionally purchased this particular property and she is aware
2 of the difficulties in maneuvering with regard to parking, garage access, etc. She agreed with Ms. Hanley's
3 comments with regard to the GFA variation and stated the applicant was aware of the property's
4 limitations. Ms. Casale MacNally added the property is not atypical when compared to the surrounding
5 properties and stated she also had difficulty with the GFA variation.

6
7 Mr. Vender described the property as very unique although he was not aware of the easement issue. He
8 stated the combination of old and historic and preserving such homes although the description of the
9 space as a home gym may seem to make it not necessary. Mr. Vender also referred to the neighbors'
10 support of the project which would be an improvement and fit in with neighboring properties. He
11 concluded he would be in favor of the request.

12
13 Mr. Haller noted the existing bedrooms are not gracious in terms of size and commented on the reference
14 to the additional space as a home gym. Ms. Hanley confirmed she is not opposed to the home gym and
15 added the home is not small and the applicant should work within the limits given.

16
17 Chairman Bradley took a straw poll with Ms. Hanley and Ms. Casale MacNally leaning toward against
18 recommending approval. He then asked for a motion to recommend approval of the request as noted on
19 page no. 14. A motion to recommend approval was made by Mr. Vender and seconded by Mr. Nielsen. A
20 vote was taken and the motion passed, 4 to 2:

21 AYES: Bradley, Haller, Nielsen, Vender

22 NAYS: Casale MacNally, Hanley

23 ***
24
25

ATTACHMENT 3

From: [REDACTED]
To: [Ann Klaassen](#)
Subject: Franzen Renovation
Date: Thursday, January 5, 2023 5:57:01 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ann, this email is to acknowledge our approval and support of the Franzen project at 232 Sheridan Road. We are the owners of 224 Sheridan road, we renovated our home 18 years ago improving the property and keeping the character of the unique group of houses. We are very pleased that the Franzen project will do the same. Sending our support,

Patricia and Mark Mitchell

Sent from my iPhone

From: [REDACTED]
To: [REDACTED]; [Ann Klaassen](#)
Subject: RE: 232 Sheridan Project
Date: Monday, January 9, 2023 9:55:58 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Whoops Willie I guess I missed misunderstood what you wanted. I'm just getting to this now and I fear it's too late for me to do anything like send it to her. But I am simply copying her here anyway just in case. Hope that speeds this up. Anna, please contact me if you have any questions or concerns. We are fine with the proposed renovations.

Jim Patton

web: UIC.edu/~pattonj Virtual Office: uichicago.webex.com/meet/pattonj

From: Willy Franzen <[REDACTED]>
Sent: Monday, January 9, 2023 7:51 AM
To: James Patton <[REDACTED]>
Cc: [REDACTED] >
Subject: Re: 232 Sheridan Project

Jim and Jill,

Thank you for the note. Just to make sure—Jim, did you also send a note to AKlaassen@winnetka.org? If not, would you mind just stating the same in a quick e-mail to Ann Klaassen? Just trying to make sure I have my i's dotted and t's crossed before this evening's meeting.

And just so you have my number in case you ever need to reach me for any reason (especially during construction if there are any issues/annoyances) it's [REDACTED]

Thanks,

Willy

On Jan 8, 2023, at 8:00 AM, James Patton [REDACTED] > wrote:

Willie and Amy,

Thanks for the information and for speaking with me yesterday about your home construction renovation plans. This is a note letting you know that both Jill and I do not have any problems with this project. We support your efforts and wish the best of luck

in the progress towards your dreams here. Let anyone know that they can reach out to us if they have any further questions or concerns.

Best regards,
Jim and Jill Patton
234 Sheridan road

Jim Patton
uic.edu/~pattonj

From: Willy Franzen <[REDACTED]>
Sent: Saturday, January 7, 2023, 1:22 PM
To: [REDACTED]>
Subject: 232 Sheridan Project

Hi Jim,

All of the relevant information on the project is posted here on the village website: <https://winnetkail.portal.civicclerk.com/event/580/overview>

If everything looks ok to you, can you write a quick note of support to AKlaassen@winnetka.org?

Mona's note was simply "Please know that as a neighbor of the Franzens, I support their renovation proposal." In case that's helpful.

Thank you,

Willy and Amy



Agenda Item Executive Summary

TITLE: Ordinance No. MC-03-2023: Amending Chapter 13.08 of the Winnetka Village Code Concerning Interconnection of Renewable Energy Sources (Introduction)

PRESENTER: Brian Keys

AGENDA DATE: February 21, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

At the November 18, 2008 Village Council Meeting, the Council adopted Ordinance No. MC-8-2008, amending the Village Code to add net metering provisions. The Village Council subsequently adopted Resolution No. R-36-2008, amending electric rates to provide for renewable energy.

At the October 10, 2019, Village Council Study Session, the Council provided policy direction to change the method used to calculate renewable energy production credits. This change was implemented with the adoption of Resolution No. R-87-2019, a resolution establishing rates and fees, on December 3, 2019.

EXECUTIVE SUMMARY:

The Village Code contains provisions for the interconnection of renewable energy sources to the Village's electric distribution system. The policy was originally implemented in 2008 and permits customers with a qualifying renewable energy system to receive a credit for excess energy delivered to the Village's distribution system.

With the exception of a 2019 policy change in the calculation of credits received for excess energy delivered to the Village's electric system in the summer months, the existing Village Code has been in place for fourteen years. At present, eight residential properties and one commercial property have installed renewable energy (solar) systems that are interconnected with the electric distribution system.

Staff is proposing revisions to the Village Code as it pertains to the interconnection of renewable energy sources based on the following: i) staff experience administering the current Village Code, ii) legislative changes enacted by the State of Illinois, iii) input from the Illinois Municipal Utility Association and iv) feedback from customers.

Revision to two sections of the Village Code, Section 13.06.60 *Standards for renewable energy sources* and Section 13.08.155 *Credits for certain renewable energy sources* are proposed. The proposed changes will permit the installation of larger renewable energy sources based on the customer's historical energy consumption, revise technical and administrative requirements contained in the Village Code, and ensure that Village Code is in adherence with enacted legislation.

Background

The Village first examined “photovoltaic billing options” at the April 11, 2006 Village Council Meeting. At that time, staff outlined a request from a resident to provide “net metering”. Staff presented various billing/credit options for the Council’s consideration. No further action or code changes were undertaken or enacted following the Study Session.

At the August 12, 2008, Village Council Study Session, the Council revisited the topic of net metering following Illinois legislative action that required investor owned utilities to offer net metering. The Council’s consensus was to direct staff to move forward with drafting a policy for net metering with credits for energy returned to the electric distribution system being calculated at the same unit price as wholesale purchased power.

At the November 18, 2008, Village Council Meeting, the Council adopted Ordinance No. MC-8-2008, amending the Village Code to add provisions which permitted qualifying renewable energy systems to deliver excess power to the Village’s distribution system. The Council subsequently adopted Resolution No. R-36-2008, amending electric rates to provide credits for renewable energy. The ordinance permitted an electric utility customer to install a renewable energy source (solar panels or wind unit) and deliver excess power to the Village’s electric distribution system. The resolution established the calculation of Renewable Energy Production Credits (REPC). Energy delivered to the Village’s electric system was credited at the equivalent wholesale unit price (\$ per kWh) budgeted under Purchased Power in the Electric Fund Budget.

The policy was later revised in 2019. At the October 10, 2019, Village Council Study Session, the Council provided policy direction, directing staff to change the method used to calculate Renewable Energy Production Credits. For the summer billing months (June - September), any excess energy delivered to the Village’s electric system was to be credited at the residential retail rate as opposed to the unit price of wholesale purchase power. This change was implemented for calendar year 2020 with the adoption of Resolution No. R-87-2019, a resolution establishing rates and fees.

In 2021, the State of Illinois enacted The Climate and Equitable Jobs Act (CEJA). This legislation addressed customer rights for self-generation which extended requirements to electric cooperative and municipal systems. In summary, the statute requires municipal and cooperative systems to comply with the following:

- Provide the opportunity for residential and small commercial customers to install renewable generating facilities and to self-generate electricity.
- Prohibits applying discriminatory fees for self-generation.
- Create consistent, fair policies that are accessible to all customers.
- Provide reasonable/fair credits to such customers for excess electricity delivered to the municipal system by the customer.
- Balance the opportunity to self-generate and to receive reasonable/fair credits against the rights of other non-self-generating customers.
- Permit a customer to store renewable energy at their residence.
- Have transparent fair processes for raising and addressing concerns.
- Post policy publicly on website.

For the most part, these requirements are already addressed in the Village Code and/or Rate Resolution.

Proposed Changes

Staff is proposing changes to Village Code to address legislative changes, recommendations from the Illinois Municipal Utility Association, customer feedback and/or improvements to support administration of the code. The proposed changes expand renewable options for all classes of electric customers, permit the installation and interconnection of larger renewable systems based on the specific customer's energy requirements, and ensure Village Code adheres to state legislation. With the assistance of the Village Attorney, staff is proposing changes to Section 13.08.155 and 13.06.260 of the Village Code.

Changes to Village Code, Section 13.08.155 *Credits for certain renewable energy sources* are summarized as follows:

- Removal of the 10kW capacity limitation for renewable energy sources. The industry currently considers residential and small commercial systems to be 25kW or smaller. Proposed changes to the code would permit systems larger than 25kW after a review by Water & Electric determines that the proposed system does not create a safety risk or adversely impact the distribution system. This change addresses concerns raised by some customers that the current 10kW limit for renewable energy systems is too small and adversely impacts their decision to install a renewable energy system. It also addresses a potential conflict with enacted CEJA legislation.
- Incorporate language to further clarify that the formula for determining renewable energy production credits may be amended by the Village Council at any time.
- Incorporate language to address the disposition of any remaining renewable energy production credits in the event of the termination of a utility account. A similar provision is already contained in Resolution No. R-117-2022.
- Incorporate language to address the situation when a renewable electric generation system is installed on a property with multiple electric accounts. The property owner will be required to determine which account the system will be interconnected. The proposed language will not permit the allocation of credits across multiple accounts.
- Incorporate language to identify the entity responsible for administration of the policy and provide a process for a customer to raise a concern. This addresses a requirement enacted in the CEJA legislation.

Changes to Village Code, Section 13.08.260 *Standards for renewable energy sources* are summarized as follows:

- Removal of the 10kW capacity limitation for renewable energy sources. The industry currently considers residential and small commercial systems to be 25kW or smaller. Proposed changes to the code would permit systems larger than 25kW after a review by Water & Electric determines that the proposed system does not create a safety risk or adversely impact the distribution system. As previously noted, this change addresses concerns raised by some customers that the current 10kW limit for renewable energy systems is too small and adversely impacts their decision to install a renewable energy system. It also addresses a potential conflict with enacted CEJA legislation.
- Revise and update technical requirements including referenced standards.
- Incorporate a requirement that the renewable generating system must be properly sized so as not to exceed the customer's historical annual usage.
- Incorporate language providing the Village with the ability to require disconnection of a previously approved renewable generating system if it causes adverse impacts to the distribution system.

- Eliminate the requirement for the customer to provide proof that general liability insurance does not exclude liability and losses related to the customer's operation of the renewable energy source. This requirement appears to be unique to the Village and the provision was difficult to administer after a system was installed and approved.

With the assistance of the Village Attorney, Ordinance No. MC-03-2023, has been prepared to amend Chapter 13.08 of the Winnetka Village Code concerning interconnection of renewable energy sources.

RECOMMENDATION:

Consider Introduction of Ordinance No. MC-03-2023, an Ordinance Amending Chapter 13.08 of the Winnetka Village Code Concerning Interconnection of Renewable Energy Sources.

ATTACHMENTS:

1. Ordinance No. MC-03-2023: Amending Chapter 13.08 of the Winnetka Village Code Concerning Interconnection of Renewable Energy Sources

**AN ORDINANCE AMENDING CHAPTER 13.08 OF
THE WINNETKA VILLAGE CODE CONCERNING
INTERCONNECTION OF RENEWABLE ENERGY SOURCES**

WHEREAS, the Village of Winnetka is an electric utility supplier to residents, governmental entities, and businesses in the Village; and

WHEREAS, Chapter 13.08 of the Winnetka Village Code, as amended ("*Village Code*"), regulates the supply and usage of electricity in the Village ("*Electricity Regulations*"); and

WHEREAS, Village staff has recommended amendments to the Electricity Regulations due to feedback from electric customers, to increase the efficiency of administering the Electricity Regulations and to advance the Village's renewable energy policies, recommendations from the Illinois Municipal Utility Association, and the adoption of the Clean Energy Jobs Act; and

WHEREAS, the Village Council has determined amending the Electricity Regulations as set forth in this Ordinance is in the best interests of the Village;

NOW, THEREFORE, the Council of the Village of Winnetka does ordain as follows:

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this Section as the findings of the Village Council, as if fully set forth herein.

SECTION 2: AMENDMENT TO SECTION 13.08.155 OF THE VILLAGE CODE. Section 13.08.155, titled "Credits for Certain Renewable Energy Sources," of Chapter 13.08, titled "Municipal Electric Systems," of Title 13, titled "Municipal Utility Services," of the Village Code shall be amended to read as follows:

"Section 13.08.155 Credits for certain renewable energy sources.

- A. Any customer that has installed a solar, ~~or wind generating unit, or other~~ **type of renewable electric generation system(s), which system may include technology to store renewable energy at the customer's property,** ~~of 10 kW or less in accordance with the standards established by section 13.08.260 of this chapter,~~ **shall be eligible, upon submitting a written request application to the Director of Water and Electric,** to receive a credit for energy delivered to the Village: **provided that the renewable electric generation system or, if more than one generation system, the combined generating capacity of all of the generation systems, are either: (i) designed to produce 25 kW or less; or (ii) if the renewable electric generation system is designed to produce more than 25 kW, the Director of Water and Electric determines that the installation of the generation system will not create a safety risk or adversely impact the Village's distribution system. No application shall be approved by the Director of**

Additions are bold and double-underlined; deletions are struck through

Water and Electric unless the applicant: (x) demonstrates that the proposed renewable electric generating units will comply with the requirements of this Chapter; and (y) signs an application, in which the applicant agrees to comply with the terms of this Section and Section 13.08.260 of this Code.

- B. The formula for calculating the renewable energy production credit shall be established by resolution of the Village Council introduced at one meeting and adopted at a subsequent meeting, which formula may be amended at any time by the Village Council.
- C. The renewable energy credit shall be separately itemized and shown on the face of the customer's bill.
- D. In the event of termination of an account that qualifies for a renewable energy production credit under this Section, any outstanding credits shall be forfeited and shall not carry over to a new customer at the service location or be transferred to an account associated with another service location.
- E. In the event that a renewable electric generating system(s) is installed on a property with multiple electric accounts, the property owner must determine which account the renewable energy source will be connected. The owner may not allocate credits across multiple accounts.
- F. Citizen and customer concerns with the Village's interconnection of renewable energy policy, as adopted in this Section and Section 13.08.260 of this Code, should be raised with the Director of Water and Electric, as the primary employee responsible for the implementation of the interconnection of renewable energy sources to the Village's distribution system. In the event that the Director of Water and Electric is unable to address a citizen or customer concern, that citizen or customer may raise their concerns either with the Village Manager or the Village Council, which may be done in the public comment portion of an open meeting of the Village Council and may be considered by the Village Council in accordance with its normal processes.

SECTION 3: AMENDMENT TO SECTION 13.08.260 OF THE VILLAGE CODE.

Section 13.08.260, titled "Standards for Renewable Energy Sources," of Chapter 13.08, titled "Municipal Electric Systems," of Title 13, titled "Municipal Utility Services," of the Village Code shall be amended to read as follows:

"Section 13.08.260 Standards for renewable energy sources.

- A. Permitted renewable energy sources. Any renewable energy source must be powered by photovoltaic or wind generators. A customer may have more

Additions are bold and double-underlined; deletions are struck through

than one renewable energy source, provided that the combined generating capacity of all such sources: (i) does not exceed 1025 kW or, if the combined generating capacity of all such sources; or (ii) the Director of Water and Electric determines that the installation of the generating system will not create a safety risk or adversely impact the Village's distribution system.

- B. Technical requirements. No customer shall be allowed to take power from a renewable energy source that does not meet or exceed all of the applicable provisions of the standards set forth in the following paragraphs of this subsection. **For systems greater than 25kW**, the customer shall be responsible for having the power generating system tested every three years for compliance with these standards and for promptly submitting the test results to the Director of Water and Electric. Failure to provide the test results in a timely manner may be cause for disconnection without further notice:

1. IEEE Std. 929-2000 Recommended Practice for Utility Interface of Photovoltaic (PV) Systems.
2. IEEE Std ~~1547-2003~~ **1547-2018** IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems.
3. IEEE Std ~~1547.1-2005~~. Title: **1547.1-2020** IEEE Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
4. ~~UL 1998, Software in Programmable Components~~ **IEEE Std. 1453, Recommended Practice For the Analysis of Fluctuating Installations on Power Systems.**
5. **IEEE Std. 519-2014, Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems.**
- ~~56.~~ UL 1741, Inverters, Converters, Controllers, and Interconnection Systems for use with Distributed Energy Resources.
- ~~67.~~ ~~NEC Article 690 — 2008, Solar Photovoltaic Systems~~ **National Electric Safety Code (NESC).**
- 8. ANSI/NFPA 70, National Electrical Code.**
- 9. OSHA (29 CFR 1910.269).**

- C. Additional requirements.

1. **A renewable generating system(s) must be properly sized so as not to exceed the customer's expected annual usage based on the**

Additions are bold and double-underlined; deletions are struck through

customer's current energy needs. As part of the interconnection application, the Director of Water and Electric shall analyze a customer's energy usage by using 36-months of historical energy usage (if available) in order to calculate the customer's expected annual usage. If a customer provides documentation specifying why the usage has increased over that time, such as home renovation/addition or installation of electric heating or an electric vehicle charging station on the premises, then the previous 12-month period shall be used to determine the average for the expected annual usage. If the applicable months of data are not available for an individual customer, the average usage amounts by other similar customers of the Village, as determined by Director of Water and Electric, shall be used to set the expected annual usage.

2. In the event that an approved renewable electric generating system becomes unsafe or begins to cause adverse impacts to the Village's distribution system, the Village may require the customer to disconnect the renewable electric generating system until the unsafe condition or adverse impacts are remedied.

13. Any person supplying power and energy to the Village shall indemnify the Village, its officers, employees, agents and assigns from all liability and losses of any kind resulting from the customer's operation of the renewable energy source.

2. ~~The customer shall provide proof that the customer maintains general liability insurance that does not exclude liability and losses related to the customer's operation of the renewable energy source.~~

34. Every renewable energy source shall bear a decal or sticker warning of a possible backfeed from the renewable source. The identifying decal or sticker shall be in a form approved by the Director of the Water and Electric Department and shall be installed on the face of the electric meter.

45. All renewable energy sources shall be equipped with an outdoor disconnect switch with provisions for padlocking in the open position for the protection of workers and the public. The disconnect switch shall be clearly marked and placed within five feet of the electric meter.

D. Financial responsibility of customer. The customer shall be responsible for all costs incurred by the Village that are in excess of those that would be charged a customer without a source of Renewable Power and Energy.”

Additions are bold and double-underlined; deletions are struck through

SECTION 4: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 5: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 21st of February, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2023.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees of
the Village of Winnetka, Illinois,
this ____ day of _____,
2023.

Introduced: _____, 2023

Passed and Approved: _____, 2023



Agenda Item Executive Summary

TITLE: Resolution No. R-30-2023: Amending Resolution No. R-117-2022 to Amend the Method of Calculating Renewable Energy Production Credits (Introduction)

PRESENTER: Brian Keys

AGENDA DATE: February 21, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

At the November 18, 2008 Village Council Meeting, the Village Council adopted Ordinance No. MC-8-2008, amending the Village Code to add net metering provisions. The Village Council subsequently adopted Resolution No. R-36-2008, amending electric rates to provide for renewable energy.

At the October 10, 2019, Village Council Study Session, the Village Council provided policy direction to change the method used to calculate renewable energy production credits. This change was implemented with the adoption of Resolution No. R-87-2019, a Resolution Establishing Rates and Fees, on December 3, 2019.

EXECUTIVE SUMMARY:

Staff is recommending that the Village Council consider changing the method to calculate renewable energy production credits currently specified in Resolution No. R-117-2022, a Resolution Establishing Rates and Fees Related to Utility Services. The current calculation is based on residential installations with interconnected renewable energy systems. Village Code permits customers in other electric rate categories (i.e. commercial, school & government) to install renewable energy systems. At present, one commercial customer has installed a renewable energy system (solar) and staff anticipates future installations of renewable energy systems at governmental institutions. The proposed change would align the renewable energy production credit calculation with the energy charge of the applicable rate category for the customer.

Background:

At the November 18, 2008 Village Council Meeting, the Village Council adopted Ordinance No. MC-8-2008, amending the Village Code to add "net metering" provisions. The Village Council subsequently adopted Resolution No. R-36-2008, amending electric rates to provide credits for renewable energy. The ordinance permitted an electric utility customer to install a renewable energy source (solar panels or wind unit) and deliver excess power to the Village's electric distribution system. The resolution established the calculation of Renewable Energy Production Credits (REPC). Energy delivered to the Village's electric system was credited at the equivalent wholesale unit price (\$ per kWh) budgeted under Wholesale Purchased Power in the Electric Fund Budget.

At the October 10, 2019, Village Council Study Session, the Village Council provided policy direction changing the method used to calculate renewable energy production credits. For the summer months (June - September), any excess energy delivered to the Village's electric system was credited at the retail rate as opposed to the unit price of wholesale purchase power. This change was implemented for calendar year 2020 with the adoption of Resolution No. R-87-2019, a Resolution Establishing Rates and Fees.

Resolution No. R-87-2019 and subsequent annual utility rates resolutions calculated a customer's Renewable Energy Production Credit (REPC) in the summer months by multiplying the Summer Residential Energy Cost (REPC) by the amount of Renewable Energy (RE) delivered to the Village's electric system. The resultant REPC is applied to the customer's utility bill.

Proposed Amendment:

Resolution No. R-117-2022 adopted on December 6, 2022 established utility rates for 2023 and utilizes the same approach to determine a customer's REPC as Resolution No. R-87-2019. Staff is proposing that the calculation be revised to reflect the summer energy cost of the applicable rate category for the electric customer with the renewable energy system as opposed to using the summer Residential energy cost for customers in other rate categories.

In accordance with the prior rate studies, electric rates vary by customer classification. The 2023 summer energy cost for each rate category is as follows:

<u>Rate Category</u>	<u>Energy Charge for Summer Months</u>
Residential	\$0.1523 per kWh
Large Residential	\$0.1132 per kWh
Commercial	\$0.1490 per kWh
School & Government (<1000kW)	\$0.09174 per kWh
School & Government (>1000kW)	\$0.09196 per kWh
Space Heating Customers	\$0.1501 per kWh
Water Heating Customers	\$0.1508 per kWh

The proposed amendment is as follows:

Summer ~~Residential~~ Energy Cost, or SREC, means the energy charge during the defined summer months utilizing the ~~residential~~ **applicable** rate category.

Implementation of the proposed change does not negatively impact any existing customers with renewable energy systems. With the exception of one installation, all of the renewable energy systems interconnected with the Village's electric distribution system are located on residential properties. Only one installation is located on a commercial property. The renewable energy system at this property has not historically produced more energy than consumed at the site. As such, the customer has not received any Renewable Energy Production Credits.

With the assistance of the Village Attorney, Resolution No. R-30-2023, has been prepared to amend the method of calculating Renewable Energy Production Credits previously adopted in Resolution No. R-117-2022.

RECOMMENDATION:

Consider Introduction of Resolution No. R-30-2023, a Resolution Amending Resolution No. R-117-2022 to Amend the Method of Calculating Renewable Energy Production Credits.

ATTACHMENTS:

1. Resolution No R-30-2023: Amending Resolution No. R-117-2022 to Amend the Method of Calculating Renewable Energy Production Credits

RESOLUTION NO. R-30-2023

**A RESOLUTION AMENDING RESOLUTION NO. R-117-2022 TO AMEND THE
METHOD OF CALCULATING RENEWABLE ENERGY PRODUCTION CREDITS**

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority, except as limited by Section 6 of Article VII of such Constitution, to exercise any power and perform any function pertaining to the government and affairs of the Village, including, but not limited to, the powers (i) to regulate for the protection of the public health, safety, morals and welfare, (ii) to license, (iii) to tax, and (iv) to incur debt; and

WHEREAS, the Village owns, operates, and provides an electric utility that provides electric service in the Village ("*Electric Utility Services*"); and

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the Village is permitted to charge fees for Electric Utility Services; and

WHEREAS, on November 15, 2022, the Village Council adopted Resolution No. R-117-2022 ("*Rate Resolution*") to adopt the current rates for Electric Utility Services; and

WHEREAS, Village staff has recommended amendments to the Rate Resolution to clarify the administration of the electricity regulations and advance the Village's renewable energy policies; and

WHEREAS, the President and Village Council have determined that adoption of this Resolution will serve and be in the best interest of the Village of Winnetka;

NOW, THEREFORE, be it resolved by the Council of the Village of Winnetka as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: AMENDMENTS TO FEES FOR ELECTRICITY. Section 3, titled "Fees for Electricity," of the Rate Resolution is hereby amended and shall read as follows:

“* * *

E. Renewable Energy Production Credit.

1. Terms:

- a. Eligible Customer. A customer of the Village's Electric Utility who satisfies all of the requirements of Section 13.08.260 of the Winnetka Village Code.

Additions are bold and double-underlined; deletions are struck through

February 21, 2023

R-30-2022

- b. Renewable Energy Production Credit, or REPC, means the actual credit as calculated pursuant to the formula in subsection 2, below.
- c. Renewable Energy, or RE, means the amount of energy, measured in kWh, delivered to the Village by an Eligible Customer.
- d. Summer ~~Residential~~ Energy Cost, or SREC, means the energy charge during the defined summer months utilizing the ~~residential~~ **applicable** rate category (section 13.08.080 of the Winnetka Village Code).
- e. Wholesale Purchase Power Cost, or WPPC, means the allocation on a per kilowatt hour basis of the total annual cost of purchasing power shown in the annual budget line item for "Purchased Power."

2. Calculation of REPC:

Summer Rate REPC = (RE x SREC)

Winter Rate REPC = (RE x WPPC)

* *

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

Additions are bold and double-underlined; deletions are struck through

ADOPTED this 21st day of February, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk

Introduced: _____

Adopted: _____

Additions are bold and double-underlined; deletions are struck through