



Village of Winnetka

Village Council Study Session & Special Meeting

November 14, 2023 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Comments**
- 4. Establishment of Consent Agenda**
- 5. Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. October 10, 2023 Study Session & Special Meeting
 - ii. October 17, 2023 Regular Meeting
 - b. Approval of Warrant List Dated October 13, 2023 - November 2, 2023
 - c. Resolution No. R-96-2023: Appoint Village Treasurer - 2 Year Term (Adoption)
 - d. Resolution No. R-97-2023: GIS Annual Contract Renewal (Adoption)
 - e. Approval of Village Council Meeting Schedule for 2024
- 6. Discussion**
 - a. Lakefront Regulations Discussion
- 7. Closed Session**
- 8. 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
STUDY SESSION & SPECIAL MEETING
October 10, 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, October 10, 2023, at 7:00 PM.

- 1) Call to Order. President Pro-Tem Bob Dearborn called the meeting to order at 7:00 PM. Manager Bahan called the roll of the Village Council. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn, Kim Handler, and Bridget Orsic. Absent: President Rintz. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Ben Schuster, Community Development Director David Schoon, Assistant Community Development Director Ann Klaassen, Engineering Director Jim Bernahl, Assistant Village Engineer Obaid Khalid, and 10 persons in the audience.
- 2) Pledge of Allegiance. Trustee Apatoff led the group in the Pledge of Allegiance.
- 3) Public Comment.
 - a) Ted Wynnychenko addresses Council regarding private and public land.
- 4) Establishment of the Consent Agenda.

Trustee Dalman seconded by Trustee Apatoff moved to approve the Establishment of the Consent Agenda. By voice vote, the motion carried.
- 5) Approval of the Consent Agenda
 - a) Resolution No. R-91-2023: Approving an Agreement with Safe-Way Tuckpointing LLC for Repairs to Electric Plant Exterior Wall (Adoption)
 - b) Resolution No. R-92-2023: Pledging the Village of Winnetka to Join Cook County United Against Hate (Adoption)

Trustee Dalman seconded by Trustee Orsic, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.
- 6) Green Bay Trail Report Presentation

The Green Bay Trail has served as a major route, running along the east side of the Metra Union rail line, connecting communities all along the North Shore. Due to trail conditions, the Lakota Group conducted a comprehensive study and developed a Master Plan report by identifying areas of improvement, cost estimates, preparing concept plans, and community engagement.

Morgan Chapman, Senior Landscape Architect with the Lakota Group, advises Council on the overall planning process consisting of engagement, analysis, plan and design, implementation, and various discussions regarding the Green Bay Trail improvements. As part of the engagement process, the Lakota Group met with stakeholders, trail users, and Friends of the Green Bay Trail to better understand the needs and various uses of the trail by

utilizing online surveys, focus groups, and hosting a pop-up workshop on the trail. As a result, it was found that essential maintenance of the trail, design, and focus on safe uses for all users of the trail was crucial.

Ms. Chapman informs Council of the trail slope conditions and the plan and design strategy that implements hardscape and maintenance, vegetative improvements, and activation and signage. Ms. Chapman presents the concept plans displaying the current trail conditions and how the various improvements including ADA accessible ramps, kiosks, historic preservation, signage, and trail markings would look after the completion of the project should Council approve the Master Plan.

The Lakota Group provided conceptual cost estimates related to trail improvement strategies, prototype and demonstration projects, and general requirements for planning and budgeting totaling \$7,288,603.

Ms. Chapman emphasizes the importance of developing a comprehensive maintenance plan, ensuring the safety of the trail and users, functionality, and longevity. The Lakota group suggests that the Village and Park District reevaluate the intergovernmental agreement which binds the two governmental agencies for the upkeep and future improvements of the plan.

Assistant Village Engineer Obaid Khalid reviews the potential funding opportunities through various Federal, State, and Local grants, budgeting matters, and the proposed steps for the Master Plan for the Village and Park District. Council is informed that the Master Plan can only be implemented should funding be secured and approved.

Council discusses the ongoing permitting delays with Metra and Union Pacific regarding infrastructure maintenance, access points and ADA compliance, accommodation for all trail users, signage matters, vegetative growth and maintenance, and bicycle accommodations.

Trustee Dalman emphasizes the importance of safety measures along the trail. The Lakota Group confirms that the Master Plan has implemented lighting as increased safety precautions to allow trail users to feel safer.

Public Comment.

Ann Reilly commends the comprehensive Master Plan and addresses maintenance and vegetation along the trail.

Julian Solotorovsky addresses Council regarding access points and maintenance.

Elisha Gray addresses accessibility, maintenance, and vegetation.

Council discusses prioritizing achievable components of the project, utilizing the trail for promoting increase in foot traffic within the business districts, landscaping, and working with the Winnetka Park District.

7) Closed Session. None.

8) Adjournment. Trustee Orsic, seconded by Trustee Dalman moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:30 pm.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
October 17, 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, October 17, 2023, at 7:00 PM.

- 1) Call to Order. President Pro-Tem Bob Dearborn called the meeting to order at 7:00 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Robert Dearborn, Kim Handler, and Bridget Orsic. Absent: President Rintz. Also present: Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Police Chief Brian O'Connell, and approximately 4 persons in the audience.
- 2) Pledge of Allegiance. Trustee Orsic led the group in the Pledge of Allegiance.
Trustee Dalman enters at 7:02 pm.
- 3) Quorum.
 - a) November 3, 2023 Budget Review Meeting All of the Council members present, with the exception of Trustee Dalman said they expect to attend.
 - b) November 7, 2023 Regular Meeting All of the Council members present said they expect to attend.
 - c) November 14, 2023 Study Session All of the Council members present said they expect to attend.
 - d) November 21, 2023 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment.
 - i. Ted Wynnichenko addresses members of Council regarding private and public land, concerns regarding the construction project at 205 Sheridan Road, and the Bertling-Hill-Woodland pathway vacation.

Village Attorney Peter Friedman affirms the Village's legal opinion regarding the public trust doctrine.
- 5) Reports:
 - a) Trustees. No report.
 - b) Attorney. No report.
 - c) Manager. No report.
 - d) Village President. No report.

e)

6) Establishment of the Consent Agenda.

Trustee Handler seconded by Trustee Dalman moved to approve the Establishment of the Consent Agenda. By voice vote, the motion carried.

7) Approval of the Consent Agenda

a) Approval of Village Council Minutes

- i. September 12, 2023 Study Session
- ii. September 19, 2023 Regular Meeting

b) Approval of Warrant List Dated August 31, 2023 – September 14, 2023 in the amount of \$1,720,283.63.

c) Approval of Warrant List Dated September 15, 2023 – September 29, 2023 in the amount of \$3,183,629.55.

d) Resolution No. R-93-2023: Approving the Award of a Contract with Golgroup Excavating, Inc. for the Demolition of Residential Structures at 1205 Sunset Road (Adoption)

e) Resolution No. R-94-2023: Approving an Amendment to the Agreement with Safebuilt Illinois, Inc. for Inspection & Plan Services (Adoption)

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

8) Ordinances and Resolutions.

a) Resolution No. R-95-2023: Approving a Dispatch Services Agreement with the Village of Glenview (Adoption)

Police Chief Brian O’Connell states that in June 2015, the Illinois Public Act 99-006 was enacted mandating the consolidation of 911 phone centers for municipalities with a population of less than 25,000. In November 2016, the Villages of Glencoe, Kenilworth, Northfield, and Winnetka entered into a seven-year agreement with the Village of Glenview for consolidated dispatch services, estimating approximately \$1.2 million in savings over the seven-year term by reduction of personnel, phone line service fees, and software expenditures.

Police Chief O’Connell informs Council of the equipment and technology that is covered by the proposed contract including Tyler New World CAD, Brazos, Socrata, Shield Force, Rave Alert, Smart 911, and Integrated Public Alert and Warning System.

After negotiations between Village Managers and Police Department personnel, a seven-year term was considered, however, a ten-year contract stabilizes cost and provides certainty for surrounding communities. The negotiations were agreed upon with a favorable annual cost adjustment.

Council discusses major changes between contracts, capital expenditure costs, expenses and savings, technological modernization, and level of service.

Village Manager Rob Bahan addresses matters regarding the Integrated Public Alert and Warning System, recognizing Cook County Commissioner Scott Britton's advocacy for implementation of the system.

Trustee Handler, seconded by Trustee Orsic moved to adopt Resolution No. R-95- 2023. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session: None.

13) Adjournment. President Pro-Tem Dearborn asks for call to adjourn. Trustee Dalman, seconded by Trustee Orsic, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 7:32 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated October 13, 2023 - November 2, 2023

PRESENTER: Robert M. Bahan

AGENDA DATE: November 14, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List dated October 13, 2023 - November 2, 2023.

RECOMMENDATION:

Consider Approving the Warrant List Dated October 13, 2023 - November 2, 2023.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-96-2023: Appoint Village Treasurer - 2 Year Term (Adoption)

PRESENTER: Robert M. Bahan

AGENDA DATE: November 14, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Rekurs every two years.

EXECUTIVE SUMMARY:

Section 2.20.010 (A) of the Village Code specifies that the "The Council shall appoint a Village Treasurer, who shall hold office for the term of two years from and after the first Tuesday in the month of May of the year in which the Village President is elected and until a successor has been appointed and qualified."

Finance Director Timothy J. Sloth has served in this position since October, 2015. Resolution No. R-96-2023 provides for his re-appointment until the next year in which the Village President is elected and a successor has been appointed.

RECOMMENDATION:

Consider adoption of Resolution No. R-96-2023 appointing Timothy J. Sloth as the Village Treasurer.

ATTACHMENTS:

1. Resolution No. R-96-2023 - Appointing Timothy J. Sloth as the Village Treasurer

RESOLUTION NO. R-96-2023

**A RESOLUTION
APPOINTING TIMOTHY J. SLOTH
AS VILLAGE TREASURER**

WHEREAS, Section 2.20.010 of the Winnetka Village Code authorizes the Village Council to appoint a Village Treasurer for a term of two years from and after the first Tuesday in the month of May of the year in which the Village President is elected, and until a successor has been appointed and qualified; and

WHEREAS, on September 21, 2021, pursuant to Resolution R-79-2021, the Village's Finance Director, Timothy J. Sloth, was appointed to serve as the Village Treasurer; and

WHEREAS, the Village Council desires to reappoint Mr. Sloth to serve as the Village Treasurer; and

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: APPOINTMENT OF VILLAGE TREASURER. The Village Council hereby appoints Finance Director Timothy J. Sloth to serve as Treasurer for the Village of Winnetka effective November 14, 2023, and until: (i) the first Tuesday in the month of May of the next year in which the Village President is elected; and (ii) a successor has been appointed by the Village Council.

SECTION 3: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 14th day of November, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

TITLE: Resolution No. R-97-2023: GIS Annual Contract Renewal (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: November 14, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village of Winnetka is a member of the Geographic Information Systems Consortium (GISC), a public entity that was formed in 1999 to help small and medium-sized communities meet the challenges of developing effective information system solutions. The GISC model is based on creating economies-of-scale that reduce cost and risk for its 40+ municipal members. The model provides for a contractual staffing arrangement with a service provider, who provides staffing and training for the management, development, operation, and maintenance of the Village's Geographic Information System (GIS), while the Village provides the necessary computer hardware, software, and office facilities.

EXECUTIVE SUMMARY:

This is a new contract with Municipal GIS Partners (MGP), the GISC's selected service provider, for GIS support services. The GISC board performs a service provider evaluation every 3 years. MGP has been the service provider for the GIS Consortium since 1999 and has been re-selected numerous times during this period as the best vendor for these services. The contract consists of a master service provider agreement.

The GISC model evaluates communities based on land area and number of parcels, to determine appropriate sharing of staff. Winnetka is allocated 30% of a staff person, meaning we have a GIS staff person in house three days every two weeks, or 30% of the time. The GISC model has a minimum allocation level of 20%, or one day per week, which works well for most communities but, when combined with necessary Information Technology infrastructure purchases, can pose an obstacle for small communities. To address this obstacle, GISC recently created a membership category - "associate member" - that allows small agencies to partner with an existing full GISC member community to join GISC at an allocation of less than 20%. Under a partnership, the full member is billed for the associate member's allocation and is reimbursed by the associate member, through an agreement acceptable to both the full and associate members.

Kenilworth, which has long desired to implement a GIS program, approached Winnetka and GISC about partnering with Winnetka as an associate member. The Village and GISC agreed, and the Village approved an intergovernmental letter agreement with Kenilworth in 2017. Adding Kenilworth as an associate member increased Winnetka's allocation from 30% to 40% (from 3 days every two weeks to 4 days per week). Winnetka uses existing GIS technology resources to host the system, and the specialist resides in Winnetka at the Village Yard. Winnetka's annual GISC staffing expense for 2024

is \$91,989.72, of which \$22,997.43 (25%) will be reimbursed by Kenilworth. The attached Statement of Work includes Kenilworth's staffing component. Kenilworth and Winnetka have determined that a simple letter agreement would be sufficient to establish the necessary contractual relationship for Kenilworth's associate membership.

For FY 2024, MGP has provided an estimate of 659 direct program hours needed to perform these services.

The contractual maximum, not-to-exceed figure is \$91,989.72. This represents a one-time increase of \$3,024.72 from the prior year's contract amount for program hour reallocations. The Village has budgeted \$115,232 in its FY 2024 operating budget for the GIS program, which includes this contract, software support, aerial photography, and mapping services.

In the last year, the work completed under this agreement includes updating and maintaining data, including annual data updates from the County Assessor and planimetric and topographic data obtained via aerial photogrammetry. MGP staff also provided significant support to Village staff in implementing and improving several asset management projects. In the upcoming year, MGP will be providing continuing support for the stormwater utility, including updates of impermeable surface data to keep the utility information current, as well as implementing tablet display, collection, and management of data, allowing field personnel access to detailed mapping and infrastructure information.

RECOMMENDATION:

Consider adopting Resolution R-97-2023, authorizing a new GIS staffing agreement including the additional Kenilworth allocation for the period January 1 - December 31, 2024, for a total amount not to exceed \$91,989.72. The resolution also authorizes the Village Manager to conclude a letter of agreement with the Village of Kenilworth outlining terms under which the Village of Winnetka will arrange for GIS services for the Village of Kenilworth as an associate member of the GIS Consortium.

ATTACHMENTS:

1. Resolution No. R-97-2023 GIS Service Provider Agreement

**A RESOLUTION APPROVING A SERVICE AGREEMENT
WITH MUNICIPAL GIS PARTNERS, INC. FOR GEOGRAPHIC INFORMATION
SYSTEM SERVICES AND A LETTER AGREEMENT WITH THE VILLAGE OF
KENILWORTH REGARDING GEOGRAPHIC INFORMATION SYSTEM 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, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, on January 1, 2015, the Village entered into that certain GIS Consortium (***“Consortium”***) Service Provider Contract (***“Prior Contract”***) with Municipal GIS Partners, Inc. (***“Consultant”***), for the performance of geographic information system services (***“Services”***); and

WHEREAS, the Consultant and the Village now desire to enter into a new contract for the Services (***“New Contract”***) and a statement of work for the Services to be provided during the 2024 calendar year for an amount not to exceed \$91,989.72 (***“SOW”***) (the SOW and New Contract are, collectively, ***“Contract”***); and

WHEREAS, the Consortium allows small communities that require less than the minimum staffing allocation for the Services (***“Associate Member”***) to partner with an existing full Consortium member, whereby the full Consortium member is billed for the Associate Member’s staffing allocation, and the Associate Member reimburses the full Consortium member for the increased costs; and

WHEREAS, the Village of Kenilworth (***“Kenilworth”***) desires to partner with the Village as an Associate Member of the Consortium, which will increase the Village’s staffing allocation by 10 percent, the cost of which will be reimbursed by Kenilworth pursuant to a letter agreement (***“Letter Agreement”***); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to (i) enter into the Contract with Consultant; and (ii) enter into the Letter Agreement with Kenilworth;

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 CONTRACT. The Village Council hereby approves the Contract 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 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 after receipt by the Village Manager of two executed copies of the final Contract from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

SECTION 4: APPROVAL OF LETTER AGREEMENT. The Village Council hereby approves, pursuant to the Village's home rule power, the Letter Agreement in a form acceptable to the Village Manager and the Village Attorney.

SECTION 5: AUTHORIZATION TO EXECUTE LETTER 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 Letter Agreement after receipt by the Village Attorney of two executed copies of the final Letter Agreement from the Village Manager; provided, however, that if the Village Attorney does not receive two executed copies of the final Agreement from Kenilworth 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 6: 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 14th day of November, 2023, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

NEW CONTRACT AND SUPPLEMENTAL STATEMENT OF WORK

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2024 (the “**Effective Date**”), by and between the Village of Winnetka, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "**Initial Term**").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "**Renewal Term**").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant.; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8

ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and

(d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GIS Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

8.4 Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

SECTION 9

CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the “***Municipal Materials***”) are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. “***Third-Party Materials***” shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the “***GISC Materials***”).

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality’s GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality’s GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public (“***Confidential Information***”). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary

information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or

the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in ***Attachment 2*** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Act**"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Applicable Regulations**")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

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

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“**Dispute**”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Winnetka
510 Green Bay Rd
Winnetka, IL 60093
Attention: Jim Bernahl
E-mail: jbernahl@winnetka.org

If to Consultant: Municipal GIS Partners, Incorporated
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "**Force Majeure**"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

**CONSULTANT: MUNICIPAL GIS
PARTNERS, INCORPORATED**

By: Donna J. Thomey
Name: Donna Thomey
Its: Management Support Specialist

By: Thomas A. Thomey
Name: Thomas A. Thomey
Its: President

Attachment 1

**Statement of Work
to
GIS Consortium Service Provider Contract**

(see attached)



Attachment 1 - Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

General Purpose

The Consultant will perform all or part of the Village of Winnetka (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

Direct Program Hours

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

Staffing Allocation

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2024, through December 31, 2024

Direct Program Hours: 659.00

Onsite presence: Average of 6.18 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

Fees and Expenses

The fee for the staffing allocation set forth above is **\$7,665.81** per month. The total contract value for the agreement period is **\$91,989.72**. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

Included Services

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

Staffing and Program Management

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation

5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

Data Management

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

Products and Solutions

GIS Membership includes unlimited access to the products and solutions developed by the Consultant for the GIS and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows.
2. **Address Verification:** A product to assess and score community address quality across department systems.
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Financial Forecasting:** A tool to project future infrastructure replacement costs
7. **Local Government Data Model:** A database standard developed for, and in partnership, with members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way
10. **Utility Leveling:** A data quality measurement system to access the ability of utility data to support local government business processes

Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.

Attachment 2

**Insurance
to
GIS Consortium Service Provider Contract**

(see attached)



Attachment 2 - Insurance

To GIS Consortium Service Provider Contract

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
 - 2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
 - 3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').
- B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:
 - 1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
 - 2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
2. The Consultant's insurance coverage shall be primary as respects the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers.
4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.



Agenda Item Executive Summary

TITLE: Approval of Village Council Meeting Schedule for 2024

PRESENTER: Kristin Kazenas

AGENDA DATE: November 14, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Section 2.04.020(A) of the Village Code requires that the Village Council "shall hold its regular meetings on the first and third Tuesday of each month at (7:00 PM), or as otherwise set forth in the annual meetings notice posted pursuant to the Illinois Open Meetings Act." For Study Sessions, the established practice is for the Council to meet for that purpose as a Committee of the Whole at 7:00 PM on the second Tuesday of each month. The Open Meetings Act requires an annual meeting notice be posted at the beginning of each year.

EXECUTIVE SUMMARY:

The proposed 2024 Village public meeting schedule is attached; additional special meetings may be convened as needed.

2024 Village Council Regular Meetings

January 2	April 2	July 2	October 1
January 16	April 16	July 16	October 15
February 6	May 7	August 6	November 7 **
February 20	May 21	August 20	November 19
March 5	June 4	September 3	December 3
March 21 *	June 18	September 17	December 17

* Rescheduled due to the General Primary Election.

** Rescheduled due to the General Election.

2024 Village Council Study Sessions

January 9	April 9	July 9	October 8
February 13	May 14	August 7 ***	November 12
March 12	June 11	September 10	December 10

*** Traditionally canceled, but held if necessary.

RECOMMENDATION:

Consider approving the 2024 Village regular meeting schedule for publication.

ATTACHMENTS:

1. 2024 Annual Meetings Notice

**VILLAGE OF WINNETKA
OPEN MEETINGS ACT NOTICE
SCHEDULE OF REGULAR MEETINGS FOR 2024**

Pursuant to the provisions of the Illinois Open Meetings Act, notice is hereby given of the Schedule of Regular Meetings of the various public bodies of the Village of Winnetka for the year 2024.

The following boards and commissions meet in the Council Chambers of the Winnetka Village Hall, 510 Green Bay Road, Winnetka, Illinois, at 7:00 p.m., on the dates shown, except as otherwise indicated:

Village Council – Regular Meeting	1 st and 3 rd Tuesday of each month *Except below
Village Council – Study Sessions	2 nd Tuesday of each month
Plan Commission	4 th Wednesday of each month, except: 3 rd Wednesday in November and December
Zoning Board of Appeals	2 nd Monday of each month
Design Review Board/Sign Board of Appeals	3 rd Thursday of each month
Environmental & Forestry Commission	2 nd Wednesday of each month
Landmark Preservation Commission	1 st Monday of each month, except: 3 rd Monday in January and September
Board of Fire and Police Commissioners	3 rd Thursday of April and October at 5:00 p.m., Village Hall conference room
Planned Development Commission	1 st Wednesday of each month, except: 3 rd Wednesday in July and October

¹ The Regular Village Council meeting scheduled on March 19 will be held on March 21 due to the General Primary Election.

² The Regular Village Council meeting scheduled on November 5 will be held on November 7 due to the General Election.

The **Police Pension Fund** board meets at the Police Department, 410 Green Bay Road, on the 4th Thursday of January, April, July and October at 8:30 AM

The following boards and commissions meet at the Winnetka Fire Department, 428 Green Bay Road, at the dates and times indicated:

Firefighters Pension Fund Board	2 nd Wednesday of February, May, August and November; at 3:00 PM
Foreign Fire Insurance Board	3 rd Monday of January, March, May, July, September, and November at 7:30 AM

Agendas: Agendas can be found on the Village of Winnetka website, villageofwinnetka.org, or at Village Hall on the first floor public bulletin board.

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that persons with disabilities who require certain accommodations or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, the Assistant Village Manager, at 510 Green Bay Road, Winnetka, Illinois 60093 (telephone: 847-716-3543; T.D.D.: 847-501-6041).



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ROBERT BAHAN, VILLAGE MANAGER
FROM: DAVID SCHOON, COMMUNITY DEVELOPMENT DIRECTOR
JIM BERNAHL, ENGINEERING DIRECTOR
DATE: NOVEMBER 9, 2023
SUBJECT: BLUFF STEEP SLOPE REGULATIONS &
CREATION OF LARGE LOTS THROUGH CONSOLIDATION

INTRODUCTION

On Tuesday, November 14, 2023, the Village Council is scheduled to hold a study session continuing its discussion regarding zoning and development regulations related to properties located on or near the bluffs of Lake Michigan ("lakefront properties") as well as additional regulations regarding the consolidation of lots into a large lot. At the study session, staff and the Village's coastal engineer, Caleb Barth with Baird Associates, will review the following draft ordinances that have been prepared at the direction of the Council:

- An Ordinance Amending Title 16 of the Winnetka Village Code and Chapters 17.30 and 17.50 of the Winnetka Zoning Ordinance Regarding Lot Consolidations (**Attachment 1**)
- An Ordinance Amending the Winnetka Zoning Ordinance to Establish Bluff Regulations for Development in the Steep Slope Area Along Lake Michigan (**Attachment 2**)

Staff has prepared these ordinances based on the majority consensus of the Council, as restated by the Village Manager at the September 19, 2023, Council meeting. These draft ordinances would represent a significant policy consideration for the Village with regard to regulation of lakefront properties.

Following the review of these draft ordinances, staff requests feedback and direction from the Council if it would like to proceed with the approaches outlined in the two ordinances to regulate steep slopes as well as regulate lot consolidations. Should the Council decide to move forward to adopt some type of steep slope development regulations or additional lot consolidation regulations, the Village Council would first hold a public hearing on the proposed regulations at a future Council meeting.

On Friday, November 3, 2023, a letter was mailed to lakefront property owners as well as property owners within 250 feet of those properties. (**Attachment 3**) The Village's Lakefront Regulations webpage was also updated to include information regarding the November 14 study session. (www.villageofwinnetka.org/lakefront) and a link to the study session meeting materials, which includes the draft ordinances was added to that webpage.

The Village Council last discussed this issue at a study session on Tuesday, September 12, 2023 (the "September Study Session"). At that meeting, staff and the Village's coastal consultant reviewed the following information:

- Description of bluffs in Winnetka and their role in the lakefront ecosystem
- Existing development conditions on privately-owned land along Winnetka's lakefront
- Existing Winnetka zoning and development regulations overview
- Summary of North Shore communities zoning and development regulations overview
- Comparative bluff regulations with adjacent North Shore communities with the most similar bluff features to Winnetka – Glencoe & Kenilworth
- Potential purposes for steep slope regulations – applicable Comprehensive Plan goal as well as purpose statements from the recently adopted Permit Abeyance Period Ordinance.

At the conclusion of that meeting, the Council indicated an interest to ***further study and consider the following:***

- Zoning and subdivision code amendments that address the size of newly created consolidated lots to ensure that the character of a residential neighborhood is not adversely impacted by the scale of development that could occur on a newly created large lot.
- Use of the ordinary high-water mark as the new front lot line standard along the lake for zoning purposes, which standard would be more consistently applied over time, straightforward to understand, and effectively administered.
- Steep slope bluff regulations that can be reasonably applied to Winnetka and that look at limiting excavation into the bluff, providing minimum factors of safety for slope stability per planned land use, protecting adjacent property owners, and the impact to the environment. Review aspects of the Glencoe steep slope ordinance that allow certain structures such as stairs, decks, boathouses near/on the steep slope of the bluff subject to complying with geotechnical, structural, and coastal engineering standards. Any steep bluff regulations should promote best practices to ensure native vegetation for bluff stability, while removing non-native species that do not provide bluff stability as well as invasive species.

CONSOLIDATIONS RESULTING IN LARGE LOTS

As previously stated, the Village Council directed staff to further study zoning and subdivision code amendments that address the size of newly created consolidated lots to ensure the character of a residential neighborhood is not adversely impacted by the scale of development that could occur on the new lot.

Attachment 1 contains *"An Ordinance Amending Title 16 of the Winnetka Village Code and Chapters 17.30 and 17.50 of the Winnetka Zoning Ordinance Regarding Lot Consolidations."* The draft ordinance would require special use approval to consolidate any number of lots that results in a lot in a single-family residential district that is greater than two times the minimum required lot size for the lot in question or two times the minimum required average lot width for the lot in question. The purpose of the ordinance would be to ensure that the proposed lot would not be inconsistent with the general lot size, the average lot width, or the character of properties located adjacent to or on the same block face of the subject lot.

The following table summarizes the minimum lot area requirement for each zoning district. Should an applicant request a lot consolidation that would result in a lot two times larger than these minimum amounts, the applicant would need to request special use approval and demonstrate that it complies with the Village's special use standards. The two times the minimum lot area requirement was selected as the standard for when special use approval would be required as approximately 95% of the lots in the community are less than two times the minimum lot area of their respective zoning districts.

	R5	R4	R3	R2	R1
Minimum Required Lot Area – Interior Lot	8,400 sf	12,600 sf	16,000 sf	24,000 sf	48,000 sf
Minimum Required Lot Area – Corner Lot	8,900 sf	13,300 sf	16,800 sf	25,200 sf	50,400 sf

Table 1 – Minimum Required Lot Area by Zoning District

The following table shows the minimum average lot width requirement by zoning district.

	R5	R4	R3	R2	R1
Minimum Required Average Lot Width – Interior Lot	60 ft	60 ft	75 ft	100 ft	150 ft
Minimum Required Average Lot Width – Corner Lot	70 ft	70 ft	85 ft	115 ft	150 ft

Table 2 – Minimum Required Average Lot Width by Zoning District

The width of a lot can significantly impact the character of a block face in a neighborhood. The following images show varying lot widths and illustrate how allowing a lot width more than two times the minimum lot width could have a less than desirable impact on the character of a neighborhood. The first image is a block face located in the R-5 Single Family Residential District, and the second is a block face located in the R-2 Single Family Residential District. Seventy-three percent of all single-family residential lots are zoned one of these two zoning districts. Also, as a reminder, all the lots in the community with steep slopes are zoned the -R-2 District. (However, not all lots zoned R-2 are located along the lake. A significant number of lots are located in southwestern and western Winnetka.)

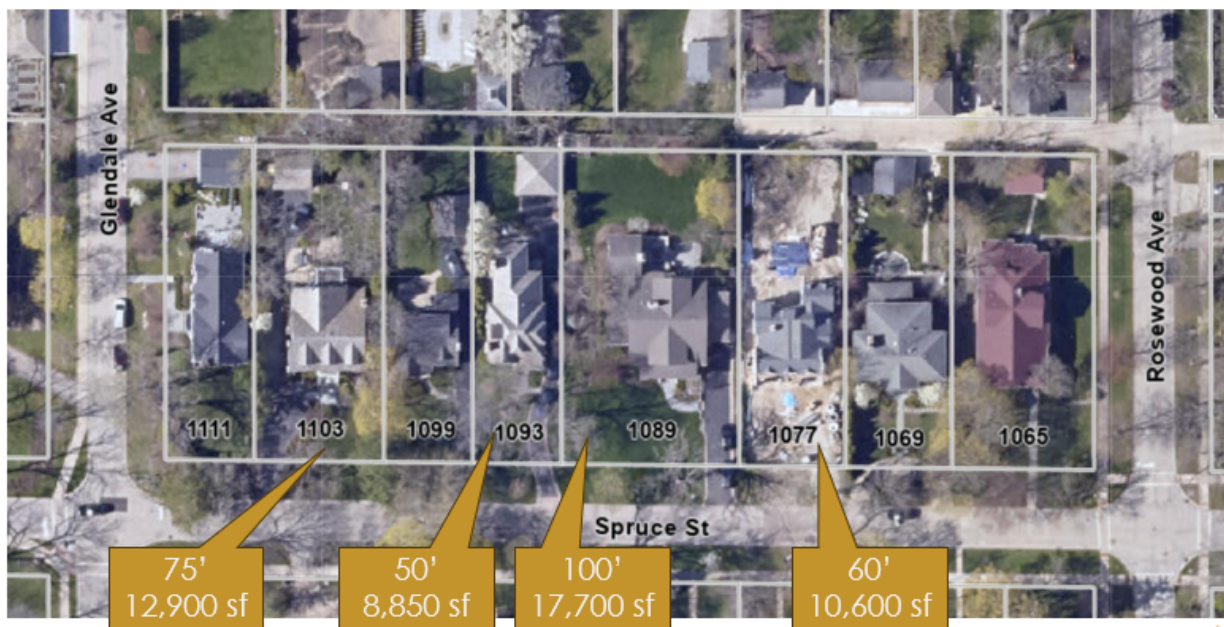


Figure 1 - R-5 Single Family District
Minimum Required Interior Lot Width – 60'; Minimum Required Interior Lot Area – 8,400 sf

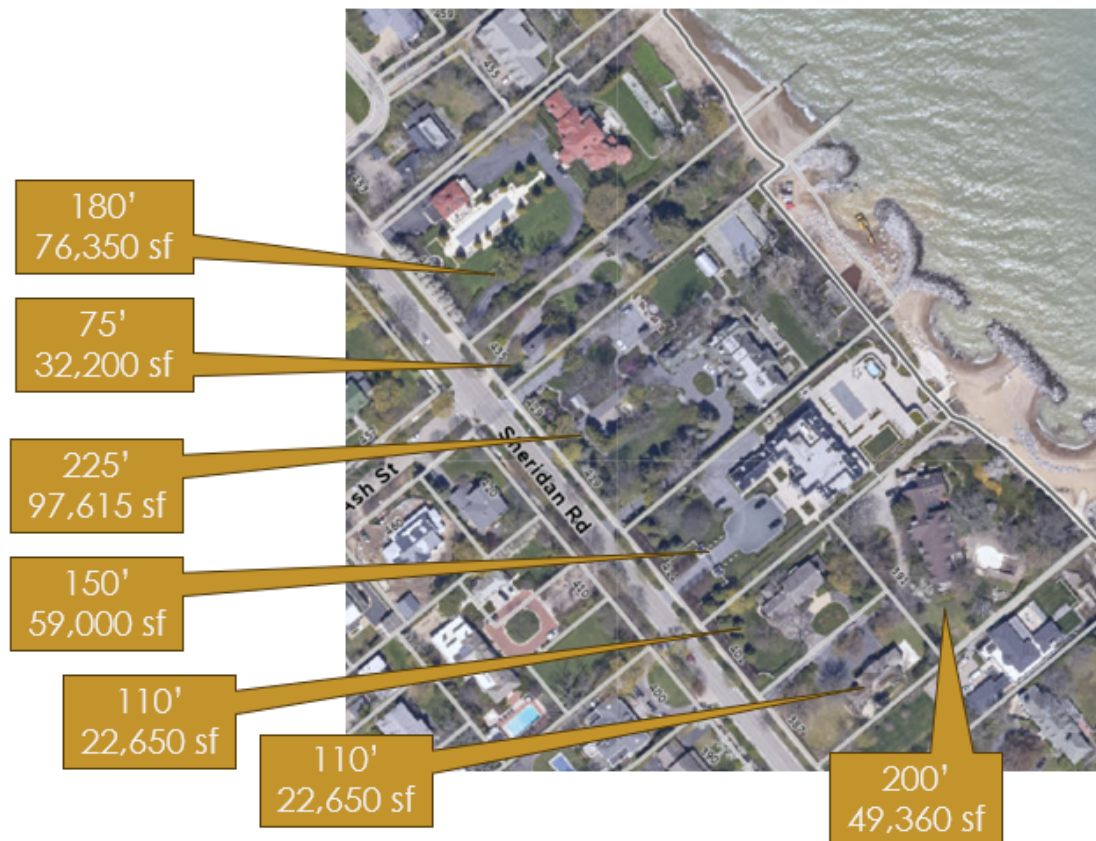


Figure 2 - R-2 Single Family District
Minimum Required Interior Lot Width – 100'; Minimum Required Interior Lot Area – 48,000 sf

Under the proposed ordinance, should an applicant request a lot consolidation that would result in a lot two times larger than these minimum amounts, the applicant would also need to request special use approval and demonstrate that the creation of the lot meets the Village's special use standards.

Currently a request for approval of a special use located outside of the C2 Commercial Overlay District requires review by both the Plan Commission and the Zoning Board of Appeals prior to consideration by the Village Council. A plat of consolidation without any zoning variations currently only requires review by the Plan Commission. Given the special use request would be in association with a plat of consolidation, the draft ordinance amendment calls for only the Plan Commission to review and provide a recommendation to the Village Council regarding the special use associated with a plat of consolidation creating a large new lot. It should be noted, that if a zoning variation is required for the creation of the large new lot, that variation request would continue to be reviewed by the Zoning Board of Appeals in addition to the Plan Commission's review of the plat of consolidation and special use.

The draft ordinance all provides that, in addition to considering the Village's typical special use standards, the Plan Commission and Village Council could also "*consider such factors as, without limitation, the extent to which the proposed special use would be inconsistent with the general lot size, average lot width, or character of properties located adjacent to or on the same block face of the subject lot*". The Village's usual special use standards are as follows:

1. That the establishment, maintenance, and operation of the special use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;
2. That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. That the establishment of the special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimizes pedestrian and vehicular traffic congestion in the public ways;
5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the special use exist or are to be provided;
6. That the special use in all other respects conforms to the applicable regulations of this and other Village ordinances and codes.

When the Plan Commission and the Village Council consider granting a special use permit request to consolidate any number of lots that results in a lot within a single-family residential district that is greater than two times the minimum required lot size for the lot in question or two times the minimum required average lot width for the lot in question, the Village Council would be authorized to impose certain conditions, including without limitation, any one or more of the following conditions:

- (i) the installation of additional landscaping on the lot;
- (ii) an increase in any minimum required yard or yards on the lot beyond what is required by the zoning ordinance;
- (iii) a restriction on the maximum gross floor area on the lot;
- (iv) a restriction on the maximum roofed lot coverage on the lot;
- (v) a restriction on the maximum total area of impermeable surfaces on the lot;
- (vi) a requirement to provide preliminary conceptual plans as are reasonably necessary to evaluate the proposed special use request; and
- (vii) restrictions to mitigate the impact of construction activity.

As the above conditions note, when requesting a plat of consolidation in conjunction with special use approval, the Applicant may be required to present preliminary conceptual plans for the lot in question so that the Plan Commission and Village Council can determine if the proposed plans would be consistent with the Village's special use standards.

STEEP SLOPE REGULATIONS

The Village Council requested staff to further study using the ordinary high-water mark as the new front lot line standard along the lake and to study the adoption of steep slope bluff regulations using Glencoe's steep slope ordinance as the base model to work from. Accordingly, as directed by the Village Council, **Attachment 2** contains *"An Ordinance Amending the Winnetka Zoning Ordinance to Establish Bluff Regulations for Development in the Steep Slope Area Along Lake Michigan."*

Lot Line Along Lake Michigan

As was discussed at the September study session, the Zoning Ordinance currently uses the water's edge along Lake Michigan as the front lot line. Given the changing water level of the lake even during a single year, the Council asked staff to study using the ordinary high-water mark as the front lot line for zoning purposes.

As a reminder to the Council, what is designated as the lot line along the lake impacts the following zoning measurements and standards:

Zoning Measurements

- Lot Area
- Front Lot Line
- Lot Depth
- Average Lot Width

Zoning Standards

- Minimum Front Yard Setback (based upon front lot line)
- Minimum Required Total Side Yard (based upon average lot width)
- Maximum Gross Floor Area (based upon lot area)
- Maximum Roofed Lot Coverage (based upon lot area)
- Maximum Impermeable Lot Coverage (based upon lot area)

The draft ordinance defines the ordinary high-water mark (OHWM) as the line on the shore of Lake Michigan established from time to time by the U.S. Army Corps of Engineers. Unlike the water's edge which is always varying, the OHWM generally remains constant for a significant amount of time. The OHWM is currently set at the 581.5' elevation level, and the last time the U.S. Army Corps of Engineers adjusted the OHWM was with the update of the International Great Lakes Datum (1985) which was adopted and implemented in January 1992.

The images below are from 2017 and include contour lines from 2017. The yellow line is the OHWM, which is currently set at the 581.5' elevation for Lake Michigan by the U.S. Army Corps of Engineers. As these images indicate, for some lots the OHWM was under the water of the lake in 2017, while for others the OHWM was not. Also, for some lots the OHWM is lakeward of the water's edge, while for other lots the OHWM is landward of the water's edge. Switching from the water's edge to the OHWM, some lots may gain lot area for zoning purposes, while others may not or may lose lot area. As a reminder this phenomenon already occurs using the water's edge, as it is constantly changing. The red line in the images below shows the location of the current front setback requirement of 50 feet from the OHWM.



Figure 3 – Ordinary High-Water Mark on 2017 Aerial

The following images are of the same properties shown in the previous images. The images below include the 2017 contours, which are the most current topography data we have for the entire Village; however, the aerials are from 2022. As you will note in these images, the OHWM is in the same location, while the water level has changed.



Figure 4 – Ordinary High-Water Mark on 2022 Aerials

The draft ordinance would change the front lot line from the water's edge to the OHWM. As previously stated, the benefit is that the OHWM is a measurement that does not change frequently. Though it is a set measurement, it should be noted that the location of the 581.5 elevation on a particular property may change over time due to erosion/accretion from wave action along the shoreline. Also, as illustrated in the images above, given the location of the OHWM on properties along the lake varies from property to property, it is difficult to come up with a fixed setback requirement (e.g., 50 feet, 100 feet, 150 feet, etc.) using the OHWM as the front lot line from which to measure a required front yard setback requirement to limit development on the entire bluff. However, given the Council has expressed an interest in adopting regulations that limit development on the steep slopes of the bluff, steep slope regulations would be a more effective means of limiting development. The proposed amendments are written such that a lakefront property owner must comply with the steep slope regulations, which are being added as a zoning regulation, as well as all other Village zoning regulations, including the front yard setback requirement. Given the steep slope regulations would be the more restrictive, they would govern in nearly all instances along the lakefront.

Steep Slope Regulations

At the September Council study session, the Council directed staff to further study steep slope regulations for Winnetka's lakefront bluffs that look at limiting bluff excavation, limiting bluff erosion induced by development in and around the bluff, provide for minimum factors of safety per planned land use, protecting adjacent property owners, and the impact to the environment. The Council directed staff to incorporate features of the Glencoe steep slope ordinance, which limits construction to certain structures such as stairs, decks, boathouses on and near the steep slope of the bluff subject to meeting geotechnical and structural engineering standards. The Council also expressed an interest in having the steep slope regulations promote best practices to ensure the preservation and addition of native vegetation for bluff stability, while promoting the removal of non-native species, which do not provide bluff stability, as well as invasive species.

The draft steep slope ordinance is modeled on the Glencoe steep slope regulations as directed by the Council, which includes a mechanism for identifying a slope impact area, a steep slope zone, and a slope

transition area on each lot, which are all determined by slope formulas that take into consideration slope stability factors. The Village Council expressed an interest with this approach as the zones for each lot are based upon the specific aspects of the slope on a lot rather than a set measurement as some communities use. Given the varying heights and steepness of slopes in Winnetka, the Council found this approach most appropriate for the community. The following image, which was presented to the Village Council, at the September study session, shows the varying bluff heights and the varying steepness of the bluff slopes.

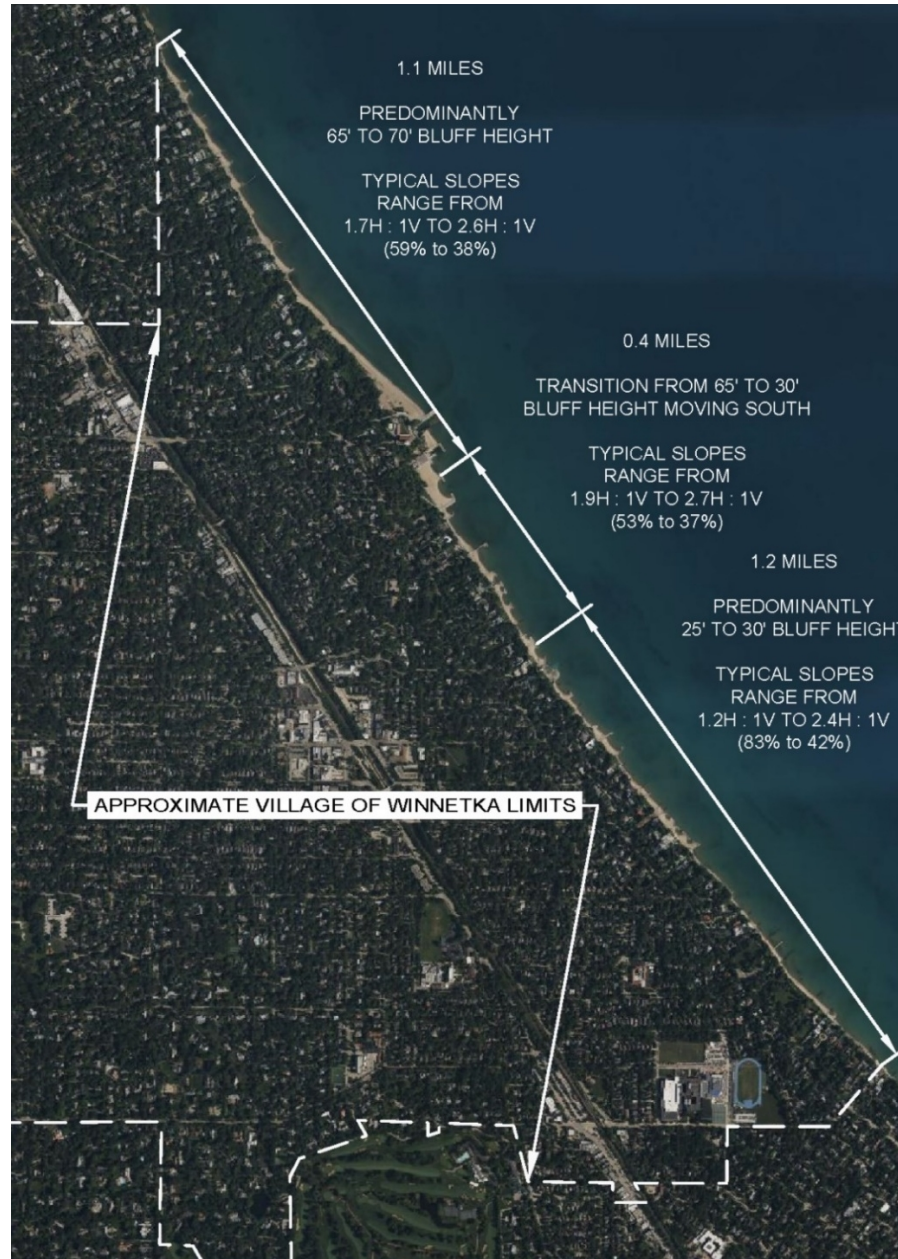


Figure 5 – Varying Bluff Heights and Steepness of Bluff Slopes

Determining Regulated Bluff Areas. The draft ordinance includes the following key slope definition regulations, which are illustrated in the image below.

- Bluff
- Table Land
- Toe of the Bluff
- Steep Slope Line
- Steep Slope Zone
- Slope Transition Area
- Slope Impact Area

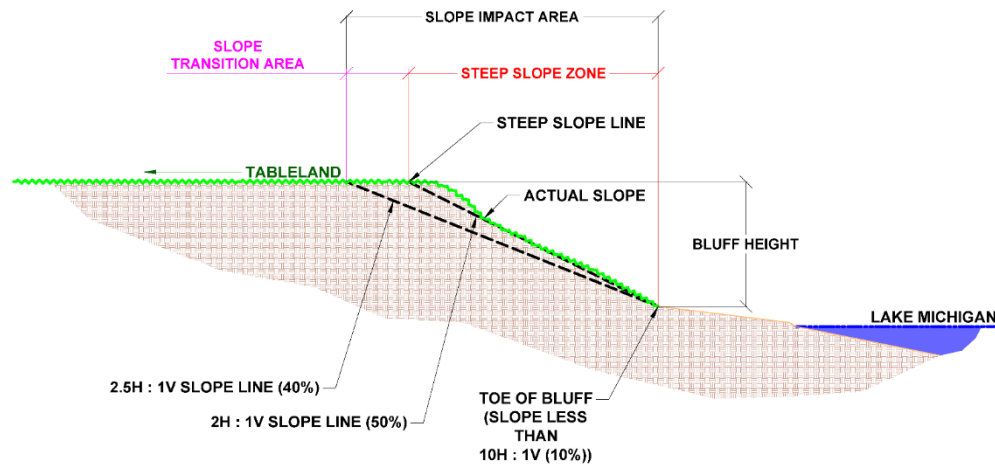


Figure 6 – Illustration of Steep Slope Regulation Terminology

The draft ordinance only allows certain structures within the steep slope zone; however, it allows any structure within the slope transition area subject to certain conditions and standards. In either the steep slope zone or the slope transition area, which together is the slope impact area, development must meet applicable geotechnical and structural engineering standards as noted in the draft ordinance.

Varying Bluff Heights and Slope Grades. When Caleb Barth, the Village coastal engineer consultant, reviewed the Glenoce ordinance with the Village Council in September, he included images of how the areas included in a slope impact area, the steep slope zone and the slope transition area will vary from lot to lot depending upon the height of the bluff and the steepness of the actual bluff slope. To refresh the Council's memory, we are providing those images once again on the following pages. The three images include:

- A. A bluff that is 70 feet tall and has a slope of 2H:1V (27 degrees or 50%),
- B. A bluff that is 30 feet tall and has a slope of 2H:1V (27 degrees or 50%), and
- C. A bluff that is 70 feet tall and has a slope of 1.5H:1V (33.8 degrees or 67%)

As you will note on the images on the following page, with **bluffs with the same slope steepness but the height of one bluff taller than the other** (Comparison of Figure 7 and Figure 8):

- the steep slope zone extends a little farther back on the table land than it does on a bluff not as tall, and
- the slope transition area also extends farther back on the table land than it does on a bluff not as tall.

Also, with **bluffs of the same height but the slope of one bluff steeper than the other** (Comparison of Figure 8 and Figure 9):

- the steep slope zone extends farther back on the table land than it does on a bluff slope not as steep; and
- the slope transition area remains the same depth as that of a bluff not as steep; however, it extends farther back on the table land due to the increase depth of the steep slope zone.

The reason behind these observations is that as a slope gets taller and steeper, the bluff slopes become less stable and thus the area of the steep slope zone and overall slope impact area becomes larger.

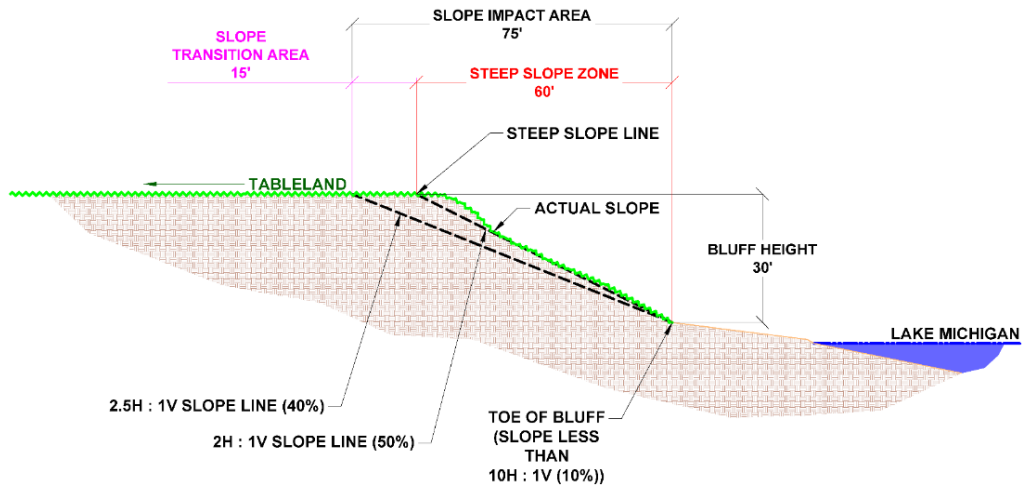


Figure 7 - 30-Foot Bluff Height & 2H:1V Actual Slope (27 degrees)

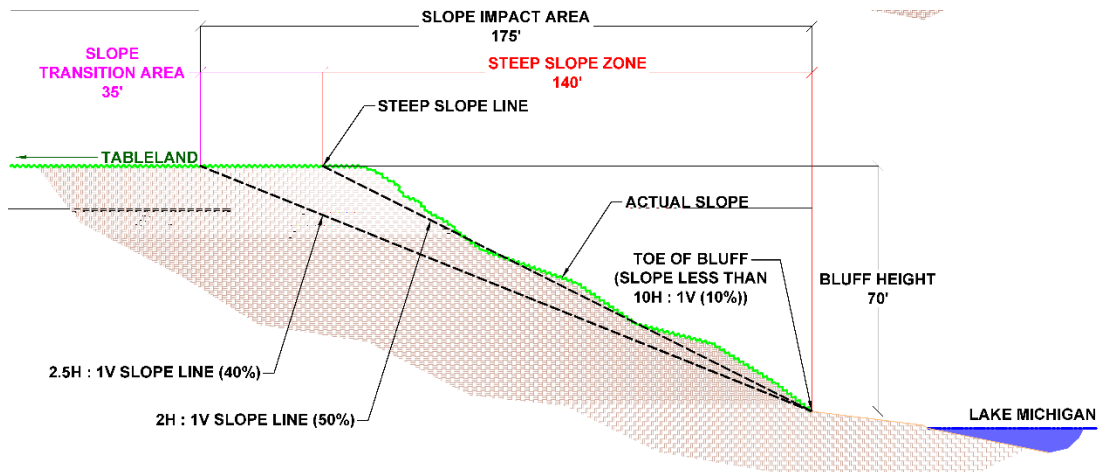


Figure 8 - 70-Foot Bluff Height & 2H:1V Actual Slope (27 degrees)

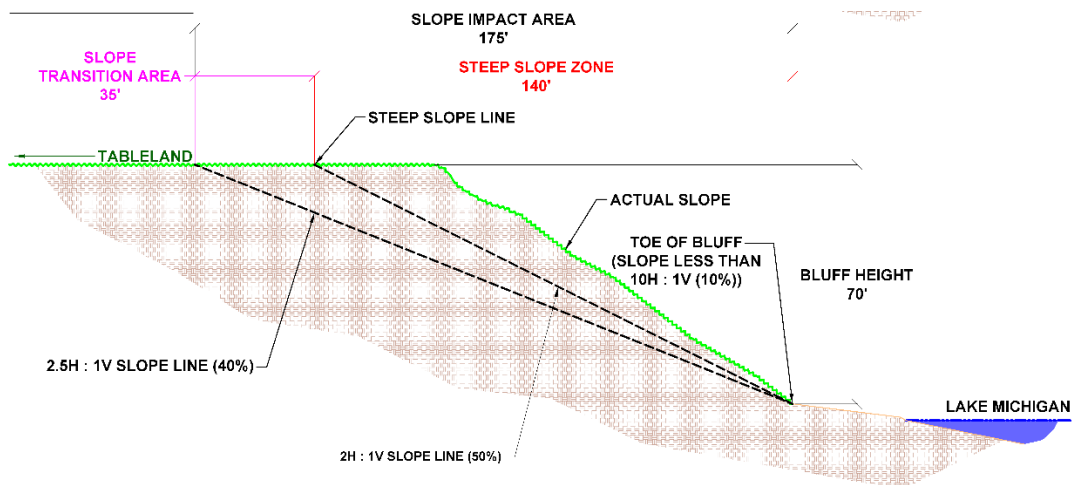


Figure 9 - 70-Foot Bluff Height & 1.5H:1V Actual Slope (33.8 degrees)

One additional factor about a bluff slope is that it may be made up of “compound slopes,” rather than the one steady slope, or a simple slope. A compound slope is a slope composed of two or more distinguishable slopes with different grade angles.

The image below illustrates a compound bluff slope and what the slope impact area, steep slope zone, and slope transition area would look like. As illustrated below, this compound slope has a gentler slope that is greater than 10% (10H:1V) and then a steeper slope much greater than 10%. The steep slope zone includes both the gentler slope area and the steeper slope area, the latter which is determined by the application of the steep slope line, which is a 2H:1V slope line (27 degrees or 50%).

DETERMINING SLOPE IMPACT AREA FOR BLUFF WITH COMPOUND SLOPE

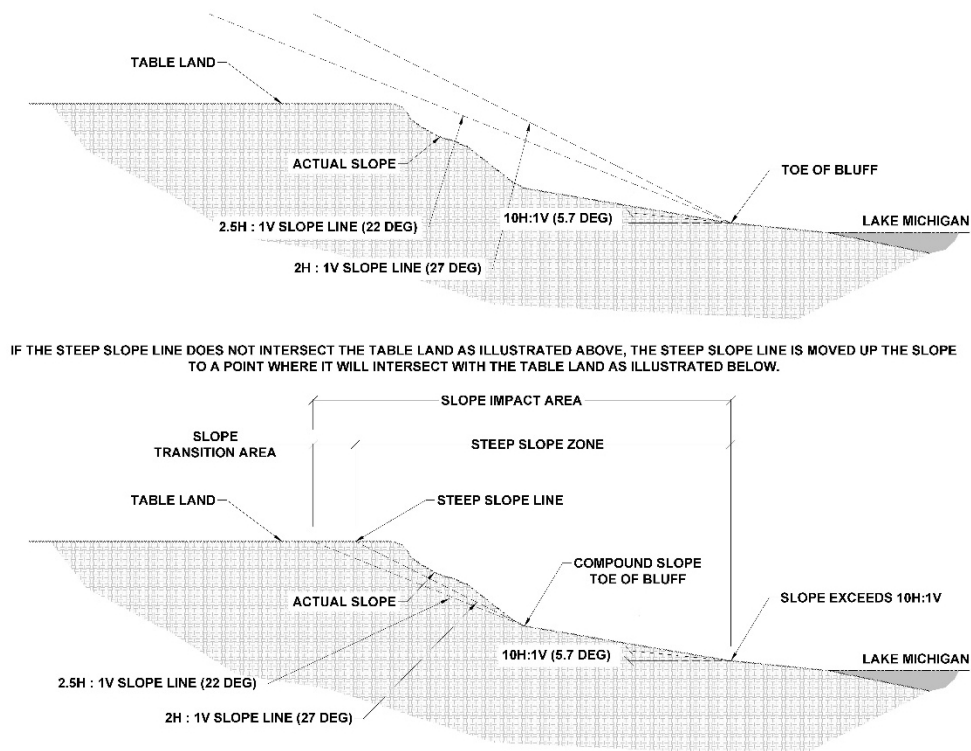


Figure 10 – Compound Slope Impact Area, Steep Slope, and Slope Transition Area

Given this and other aspects of the slope protection method included in the draft ordinance, it is difficult to illustrate the potential impact on each lakefront property without individually looking at each property, parcel by parcel. Staff have explored with our GIS mapping consultant creating maps to help visualize where the slope impact area, consisting of the steep slope zone and the slope transition area, would fall on each lakefront property. Preparation of such maps would take approximately a month or more for the GIS consultant and Village staff to complete should the Council request that these be created.

Council should note the limits of these maps. The first is that our database only includes topographical lines from 2017, so they do not reflect changes to the topography that property owners have made to their lots since 2017. Also, the placement of the topographical lines on top of aerial photographs has some limits in terms of its accuracy. If the Council requests the creation of these maps, we wanted to let the Council know that the maps would be our best estimate and an approximation of where the slope impact area, steep slope zone, and slope transition area fall on a lot.

Based upon the visual survey results staff shared with the Village Council in September and which are included below, there are several properties along the lakefront that contain structures located within the steep slope zone that would not have been allowed had the proposed ordinance been in place when the construction of those structures was undertaken. If the proposed ordinance is adopted, these existing structures would be considered legally non-conforming, which means that they could remain but would be subject to the legally non-conforming regulations in the Village Zoning Ordinance.

	Beach House	Boat-house	Gazebo	Patio/ Decks/ Terrace	Pool/ Hot tub	Pool House	Principle Structure (Portion)	Other Accessory Structures	Tram	Steps/ Walkways
# of Times Observed on a Lot	3	16	1	46	12	3	18	2	5	70
% of All Lots on Which Feature Observed	3%	18%	1%	52%	13%	3%	20%	2%	6%	79%

Table 3 – Visual Survey Results of Structures on the Steep Slopes of Privately-Owned Property

Development in the Steep Slope Zone. As previously stated, and as currently drafted, the proposed ordinance would **allow limited development in the steep slope zone, which is summarized as follows:**

- a) Decks no larger than 50 square feet, unless exceptional engineering is provided.
- b) Retaining walls when necessary for stabilization, that do not increase or create tableland, and backfilling only allowed for stabilization.
- c) Stairs no more than 5 feet wide with landings no more than 50 square feet.
- d) Mechanical or electrical lifts, which do not obstruct the flow of light and water.
- e) Fences that comply with all other Village codes.
- f) Rebuilt or remodeled existing structures but only on a suitable existing foundation, with plans prepared by a licensed architect or engineer, and the structure footprint cannot be increased.
- g) Cantilevering of the principal structure with no more than a four-foot extension over the steep slope unless otherwise limited by the code. The cantilevering cannot block natural sunlight or alter natural stormwater drainage in a way that jeopardizes slope stability.
- h) Boat houses with the width limited to accommodate two boats, height limited to one-story and no taller than 15 feet, and the Engineering Director’s determination that the structure will not impact slope stability.

The draft ordinance **would allow any development in the slope transition that is otherwise authorized under Village codes and that provides exceptional engineering in terms of geotechnical and structural design.**

The Village would classify “exceptional engineering” as the demonstration by licensed professional engineers, and other design disciplines as deemed necessary by the Director of Engineering, to confirm the design and existing field conditions meet requirements. The professionals shall confirm that proposed improvements shall not fail, cause harm to the public or neighboring properties, provide proper factor of safety, or otherwise improve upon existing conditions for stabilization.

Development Standards. The draft ordinance identifies development standards for the slope impact area, which includes both the steep slope zone and the slope transition area. The standards include items related to:

1. Safety and control of steep slopes.
2. Construction techniques to enhance bluff stabilization.

3. Hydrological controls.
4. Vegetation maintenance and revegetation.
5. Filing, grading, and earth moving.

Plan & Permit Requirements. The ordinance also identifies plans and other agency permits required for permit applications for work within the slope impact area, including but not limited to such items as:

1. Plans that identify slope impact area, slope transition area, the steep slope zone, toe of the bluff and OHWM.
2. Description of proposed means & methods for the work.
3. Engineering plans.
4. Subsoil investigation report.
5. Grading plan.
6. Hydrological control plan.
7. Vegetation plan.

General Steep Slope Stabilization Standards. The draft ordinance also includes general standards related to steep slope stabilization in the slope impact area, which are summarized as follows:

1. Timely repair of storm drainage lines.
2. Prohibition of depositing garbage, construction debris or landscaping material.
3. Prohibition on swimming pool discharge.
4. Authorized structures may be repaired, maintained & altered.
5. Landscape maintenance permitted.
6. Restoring bluff after engaging in maintenance, repair & construction.
7. Emergency activities allowed to secure unstable slopes.
8. Tree removal per existing code requirements & for slope stability.

Appeals. The draft ordinance allows an applicant to appeal the Engineering Director's decision. Such appeals first go to the Village Manager, and if an applicant wishes to further appeal the Engineering Director and Village Manager's decisions, they may appeal to the Village Council.

Variations. A property owner can seek variation from otherwise applicable zoning regulations affecting such owner's property. To the extent that the steep slope regulations materially restrict the ability of a property to be developed or materially increase the cost of such development, the Zoning Board of Appeals may determine that the effects of this Chapter can, in appropriate circumstances, constitute a practical difficulty or unreasonable hardship.

Special Use Approval. The draft ordinance includes a provision that if a development that requires a special use permit and includes construction activity that does not comply with the requirements of the steep slope ordinance, the Village Council may grant exceptions to the regulations set forth in the steep slope regulations as part of granting the special use permit. As a reminder, all properties in the community with lakefront are currently zoned the R-2 Single Family Residential District. Special uses allowed in the R-2 District are as follows: (1) churches, public and private schools, and libraries; (2) Park District uses; and (3) essential Village services.

Enforcement and Corrective Measures. The draft ordinance also includes enforcement and corrective actions that the Director of Engineering can take to enforce provisions of the ordinance.

SUMMARY AND NEXT STEPS/POLICY DIRECTION

After hearing from staff, the Village's coastal engineer consultant, and the public, and after the Council's discussion, staff requests if additional information is desired, Council feedback on the draft ordinances, and Council policy direction regarding its continued interest in considering Code amendments for (a) creating a special use process for lot consolidations for the creation of large lots and (b) creating steep slope regulations.

ATTACHMENTS

- Attachment 1: DRAFT - An Ordinance Amending Title 16 of the Winnetka Village Code and Chapters 17.30 and 17.50 of the Winnetka Zoning Ordinance Regarding Lot Consolidations
- Attachment 2: DRAFT - An Ordinance Amending the Winnetka Zoning Ordinance to Establish Bluff Regulations for Development in the Steep Slope Area Along Lake Michigan
- Attachment 3: Letter to Property Owners Along & Near the Lakefront

**AN ORDINANCE AMENDING TITLE 16 OF THE WINNETKA VILLAGE CODE AND
CHAPTERS 17.30 AND 17.50 OF THE WINNETKA ZONING ORDINANCE
REGARDING LOT CONSOLIDATION**

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the 1970 Constitution of the State of Illinois and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Section 16.12.010 of the “Winnetka Village Code”, as amended (“*Village Code*”), regulates land subdivision standards for lots within the Village (“*Lot Regulations*”); and

WHEREAS, the Village’s lot size requirements and lot width requirements for single-family residential zoning districts are contained in Chapter 17.30 of the “Winnetka Zoning Ordinance,” as amended, (“*Zoning Ordinance*”) and the procedures and standards for special uses are contained in Chapter 17.56 of the Winnetka Zoning Ordinance; and

WHEREAS, in order to minimize construction in the Village that may alter the scale and character of the neighborhood, the Village Council desires to amend the Lot Regulations and the Zoning Ordinance to require a special use permit for certain multiple lot consolidations (“*Special Use Requirement*”); and

WHEREAS, to implement the Special Use Requirement, the Village Manager submitted an application for (i) amendments to the Lot Regulations (“*Proposed Subdivision Code Amendments*”) and (ii) text amendments to Sections 17.30.010, 17.30.020, and 17.56.120 of the Zoning Ordinance (“*Proposed Zoning Code Amendments*”); and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, the Village gave proper notice of a public hearing by the Winnetka Village Council to consider the Proposed Zoning Code Amendments by publication in the *Winnetka Talk* on _____, 2023; and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, on _____, 2023, after due notice, the Village Council held a public hearing to consider the Proposed Zoning Code Amendments; and

WHEREAS, pursuant to its home rule powers and all other applicable law and authorities, the Village Council finds and determines that it is in the best interests of the Village and its residents to adopt the Proposed Subdivision Code Amendments and Proposed Zoning Code Amendments to implement the Special Use Requirement, as set forth in this Ordinance;

NOW, THEREFORE, the Council of the Village of Winnetka ordains as follows:

SECTION 1. RECITALS. The recitals above are incorporated into this Section as the findings of the Village Council, as if fully set forth in this Section.

SECTION 2. AMENDMENT TO SECTION 16.12.010 OF THE VILLAGE CODE.

Subsection D, titled “Lots”, of Section 16.12.010, titled “Minimum land subdivision standards,” of Chapter 16.12, titled “Design Standards,” of Title 16, titled “Subdivisions,” of the Village Code shall be amended by adding a new Paragraph 10 to Subsection D, which new Paragraph 10 shall be as follows:

“Section 16.12.010 Minimum land subdivision standards.

Subdivisions shall conform with the Comprehensive Plan and with the following minimum standards:

* * *

D. Lots.

* * *

10. Consolidations. The consolidation of any number of lots that results in a lot that is greater than two times the minimum lot size for the lot in question as established in Section 17.30.010 of the Zoning Ordinance or greater than two times the minimum average lot width for the lot in question as established in Section 17.30.020 is only permitted by a special use permit granted pursuant to Chapter 17.56 of the Zoning Ordinance. This Subsection (D)(10) only applies to Single-Family Residential Districts as set forth in the Zoning Ordinance.”

SECTION 3. AMENDMENT TO SECTION 17.30.010 OF THE VILLAGE ZONING ORDINANCE. Section 17.30.010, titled “Lot Area, Shape and Dimensions,” of Chapter 17.30, titled “Lot, Space, Bulk and Yard Regulations for Single-Family Residential Districts,” of Title 17, titled “Zoning,” of the Village Zoning Ordinance shall be amended by adding a new Subsection H to Section 17.30.010, which new Subsection H shall be as follows:

“Section 17.30.010 Lot Area, Shape and Dimensions.

* * *

H. Large Lot Consolidations. The consolidation of any number of lots that results in a lot that is greater than two times the minimum lot size for the lot in question as established in Section 17.30.010 of the Zoning Ordinance is only permitted by a special use permit granted pursuant to Chapter 17.56 of the Zoning Ordinance.”

SECTION 4. AMENDMENT TO SECTION 17.30.020 OF THE VILLAGE ZONING ORDINANCE. Section 17.30.020, titled “Lot Width and Street Frontage,” of Chapter 17.30, titled “Lot, Space, Bulk and Yard Regulations for Single-Family Residential Districts,” of Title 17, titled “Zoning,” of the Village Zoning Ordinance shall be amended by adding a new Subsection F to Section 17.30.020, which new Subsection F shall be as follows:

“Section 17.30.020 Lot Width and Street Frontage.

* * *

- F. Large Lot Consolidations. The consolidation of any number of lots that results in a lot that is greater than two times the minimum average lot width for the lots in question as established in Section 17.30.020 of the Zoning Ordinance is only permitted by a special use permit granted pursuant to Chapter 17.56 of the Zoning Ordinance.”**

SECTION 5. AMENDMENT TO SECTION 17.56.065 OF THE VILLAGE ZONING ORDINANCE. Section 17.56.065, titled “Plan Commission Proceedings,” of Chapter 17.56, titled “Special Uses,” of Title 17, titled “Zoning,” of the Village Zoning Ordinance shall be amended as follows:

“Section 17.56.065 Plan Commission Proceedings.

- A. Jurisdiction. Except as provided in Sections 17.56.067, 17.58.080 and 17.58.100, the Plan Commission shall conduct public hearings regarding all special use applications received by the Village and shall have exclusive jurisdiction to conduct public hearings regarding special use applications received by the Village for properties located within the C-2 Retail **Commercial** Overlay District, **and special use applications received by the Village for large lot consolidations pursuant to Sections 17.30.010H and 17.30.020F.** No board or commission of the Village other than the Plan Commission shall, before the Village Council's review and decision in accordance with Section 17.56.070 of this Zoning Ordinance, conduct a public hearing, hold a meeting, or otherwise review special use applications for properties located within the C-2 Retail **Commercial** Overlay District; provided, however, that the Planned Development Commission shall, in accordance with Section 17.56.067 and Chapter 17.58 of this title, conduct public hearings regarding all applications for a planned development and applications for special uses that are filed concurrently with an application for a planned development, whether or not the proposed planned development is located within the C-2 Retail **Commercial** Overlay District. **No board or commission of the Village other than the Plan Commission shall, before the Village Council’s review and decision in accordance with Section 17.56.070 of this Zoning Ordinance, conduct a public hearing, hold a meeting, or otherwise review special use applications required for large lot consolidations pursuant to Sections 17.30.010H and 17.30.020F; provided, however, that if the special use application also includes a zoning variation request on the subject lot, the Zoning Board of Appeals will continue to have jurisdiction over the zoning variation request as provided in Chapter 17.60.”**

SECTION 6. AMENDMENT TO SECTION 17.56.120 OF THE VILLAGE ZONING ORDINANCE. Section 17.56.120, titled “Standards for Granting of Special Use Permits,” of Chapter 17.56, titled “Special Uses,” of Title 17, titled “Zoning,” of the Village Zoning Ordinance shall be amended by adding a new Subsection E to Section 17.56.120, which new Subsection E shall be as follows:

“Section 17.56.120 Standards for Granting of Special Use Permits.

* * *

- E. Additional Considerations and Standards for Granting Special Uses for Large Lot Consolidations. In considering a request for a special use permit pursuant to Section 17.030.010H or Section 17.030.020F, the Village Council may consider such factors as, without limitation, the extent to which the proposed special use would be inconsistent with the general lot size, average lot width, or character of properties located adjacent to or on the same block face of the subject lot. In granting a special use permit required pursuant to Section 17.030.010H or Section 17.030.020F, the Village Council may impose certain conditions, including without limitation, any one or more of the following conditions, which are in addition to those authorized by Section 17.56.070: (i) the installation of additional landscaping on the lot; (ii) an increase in any minimum required yard or yards on the lot beyond what is otherwise required by the Zoning Ordinance; (iii) a restriction on the maximum gross floor area on the lot; (iv) a restriction on the maximum roofed lot coverage on the lot; (v) a restriction on the maximum total area of impermeable surfaces on the lot; (vi) a requirement to provide preliminary conceptual plans as are reasonably necessary to evaluate the proposed special use request; and (vii) restrictions to mitigate the impact of construction activity.”**

SECTION 7. EFFECTIVE DATE. This Ordinance will be in full force and effect upon passage, approval, and publication of this Ordinance in pamphlet form in the manner provided by law.

PASSED this ____ day of _____, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2023.

Signed: _____

Village President

Countersigned:

Village Clerk

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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

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**AN ORDINANCE AMENDING THE WINNETKA ZONING ORDINANCE TO
ESTABLISH BLUFF REGULATIONS FOR DEVELOPMENT IN THE
STEEP SLOPE AREA ALONG LAKE MICHIGAN**

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the 1970 Constitution of the State of Illinois and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village has a history of respect for the private property rights of its residents; and

WHEREAS, the Village enjoys an abundance of bluff areas that contribute to the character of the Village and play important functions in the overall drainage system serving the Village and its residents; and

WHEREAS, bluffs are a critical part of the overall ecology of the Village and may be susceptible to degradation and erosion that could threaten certain lakefront properties and adjacent properties, as well as their improvements; and

WHEREAS, the Village enacted a study and permit abeyance period (***“Permit Abeyance Period”***) to analyze the bluffs located in the Village along the lakefront; and

WHEREAS, during the Permit Abeyance Period, the Village worked with a coastal engineer, and held public meetings and hearings to develop more comprehensive amendments to the Winnetka Village Code, as amended (***“Village Code”***) and the “Winnetka Zoning Ordinance”, as amended (***“Zoning Ordinance”***) and provide related procedures to attempt to balance the rights and privileges of private property owners and the desire to ensure that construction on the bluffs and the steep slope areas of the bluffs are consistent with the Village’s goals and policies; and

WHEREAS, the Permit Abeyance Period provided Village staff time to review various regulatory approaches that would protect the bluff areas and individual property rights; and

WHEREAS, the further purposes of this Ordinance are as follows:

- To protect the natural environment and the integrity of the Lake Michigan coastal area that is a distinctive and valuable natural feature of the Lake Michigan shoreline;
- To recognize the potential for hazards that could affect health and safety to persons and property from significant bluff and shoreline development;
- To maintain the stability of the coastal bluffs and shorelines and to reduce the risks of coastal erosion, undermining, slumping, or collapse of the bluffs, and to protect the waters of Lake Michigan from unnatural sedimentation;

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- To promote the recommendations of the Village of Winnetka Comprehensive Plan relative to the constraints that should be considered in developments that impact coastal areas and environments; and

WHEREAS, this Ordinance amends the Zoning Ordinance to create certain construction regulations in the steep slope zone area in the bluffs ("***Steep Slope Regulations***"); and

WHEREAS, this Ordinance also amends the Zoning Ordinance to establish a new front lot line standard for lakefront properties that can be consistently and efficiently applied over time ("***Lakefront Lot Line Regulations***"); and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, the Village Manager submitted an application for a text amendment to the Zoning Ordinance for the Steep Slope Regulations and the Lakefront Lot Line Regulations; and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, the Village gave proper notice of a public hearing by the Winnetka Village Council to consider the Steep Slope Regulations and the Lakefront Lot Line Regulations and related amendments to the Zoning Ordinance by publication in the *Winnetka Talk* on _____, 2023, and by mail to lakefront property owners as well as property owners within 250 feet of lakefront properties; and

WHEREAS, the Village Council conducted a public hearing on _____, 2023, regarding the Steep Slope Regulations and the Lakefront Lot Line Regulations; and

WHEREAS, pursuant to these and other applicable authorities and the Village's home rule powers, the Village Council has determined that it is necessary and in the best interests of the Village and its residents to adopt the Steep Slope Regulations and the Lakefront Lot Line Regulations as set forth in this Ordinance;

NOW, THEREFORE, the Council of the Village of Winnetka ordains as follows:

SECTION 1. RECITALS. The recitals above are incorporated into this Section as the findings of the Village Council, as if fully set forth in this Section.

SECTION 2. NEW CHAPTER 17.82 OF THE ZONING ORDINANCE. Title 17, titled "Zoning," of the Village Zoning Ordinance is amended to add a new Chapter 17.82, titled "Steep Slope Regulations," as set forth in Exhibit A attached to, and by this reference, made a part of this Ordinance.

SECTION 3. AMENDMENT TO SECTION 17.04.030 OF THE ZONING ORDINANCE. Section 17.04.030, titled "Definitions," of Chapter 17.04, titled "Introductory Provisions and Definitions," of the Village Zoning Ordinance is amended to read as follows and to be inserted in their correct alphabetical order:

"Section 17.04.030 Definitions.

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* * *

F.

* * *

7. Front Base Line. "Front base line" means a line passing through the two termini of the front lot line. On through lots abutting Lake Michigan, the front base line shall be a line passing through the two termini of the front lot line opposite the ~~water's edge~~ **ordinary high water mark**, and the lot depth shall be no greater than the distance from the front base line of the lot to the ~~water's edge~~ **ordinary high water mark** of Lake Michigan.
8. Front Lot Line. "Front lot line" means the front street line. If the front street line is less than fifty (50) feet long and if the lot is at least seventy-five (75) feet wide at its widest point, then the front lot line shall be the lot line from which the front setback is measured, as determined by the Zoning Administrator. The shortest street line of a corner lot shall be the "front lot line." On through lots, both street lines shall be deemed "front lot lines," except where no setback requirement is applicable. For lots abutting Lake Michigan, the ~~water's edge~~ **ordinary high water mark** of the lake shall be deemed a "front lot line."

* * *

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* * *

3. Zoning Lot. "Lot" or "zoning lot" means a lot of record, or a combination of contiguous lots of record under common ownership or control, used or to be used by the owner or occupant for a single principal building, except to the extent that this title expressly permits such lot or lots to be used for more than one principal building or principal use. As used in this title, "lot" or "zoning lot" shall not include any part of a platted lot that lies beyond the ~~water's edge~~ **ordinary high water mark** of Lake Michigan or with the boundaries of any other river, lake or stream that is under the ownership and control of the state of Illinois.
4. Lot Area. "Lot area" means the area of any lot within its exterior lot lines, not including any area lying within a street. As used in this title, "lot area" shall not include any part of a platted lot that lies beyond the ~~water's edge~~ **ordinary high water mark** of Lake Michigan or within the boundaries of any other river, lake or stream that is under the ownership and control of the state of Illinois. For flag lots, the access corridor ("flagpole") shall not be included in calculating the lot area.

* * *

O.

1. **Ordinary High Water Mark. “Ordinary high water mark” means the line on the shore of Lake Michigan established from time to time by the U.S. Army Corps of Engineers.**

* * *

S.

* * *

2. Street Line. “Street line” means the outermost limits of a public or private street. The water’s edge **ordinary high water mark** of Lake Michigan shall be deemed the outermost limits of that public street.

* * *

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* * *

4. Through Lot. “Through lot” means having two opposite lines along two more or less parallel streets, or along one street and **the ordinary high water mark** of Lake Michigan or some other body of water, and which is not a corner lot.”

* * *

SECTION 4. AMENDMENT TO SECTION 17.30.050 OF THE ZONING ORDINANCE. Section 17.30.050, titled “Front and Corner Yard Setbacks,” of Chapter 17.30, titled “Lot, Space, Bulk and Yard Regulations for Single-Family Residential Districts,” of the Village Zoning Ordinance is amended by adding a new subsection (c)(7) to Section 17.30.050, which new subsection (c)(7) shall be as follows:

“Section 17.30.050 Front and Corner Yard Setbacks.

* * *

C. Exceptions and Limitations.

* * *

- 7. Front Yard Setbacks for Lakefront Properties. Development on lots abutting Lake Michigan between the ordinary high water mark of Lake Michigan and**

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the tableland as defined by Section 17.82.020 will also comply with Chapter 17.82, Steep Slope Regulations and Chapter 15.78 Lakefront Construction.”

SECTION 5: SEVERABILITY. If any provision of this Ordinance or part of this Ordinance 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, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 6. REPEAL OF CHAPTER 17.80. Upon the effective date of this Ordinance, Chapter 17.80 of the Village Code is hereby repealed.

SECTION 7. EFFECTIVE DATE. This Ordinance will be in full force and effect upon passage, approval, and publication of this Ordinance in pamphlet form in the manner provided by law.

PASSED this ____ day of _____, 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

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Exhibit A (New Chapter 17.82 of Title 17)

“Chapter 17.82 STEEP SLOPE REGULATIONS

Section 17.82.010 Purpose.

The purpose of this Chapter is to regulate development along or near steep slope areas to protect slope stability in the Village. Lake Michigan, its coastline and beaches, and its bluffs, provide a unique natural resource to the Village and to its residents that must be preserved and protected. Bluffs are inherently fragile and subject to erosion due to glacially formed soils containing unstable sediment, rock and silt. Development and construction activity in and around bluffs could be hazardous to people and property and could accelerate the erosion process. This Chapter is not intended to regulate the aesthetic qualities of the bluffs. Instead, this Chapter is intended to protect the bluffs and ensure that construction on the bluffs of Lake Michigan within the Village do not cause environmental or ecological damage to Lake Michigan or the surrounding areas of the Village, or otherwise create harm or risk to the public health, safety, and welfare of the Village, its residents, or visitors. This Chapter provides reasonable development guidelines to provide for a controlled use of the steep slope area and related lands to protect the public health, safety and welfare of the Village. Further, the intent of this Chapter is to accomplish the following goals:

- A. Protect people and property against destruction or damage caused by bluff erosion resulting from significant development activities in or around the bluffs;
- B. Protect bluffs and adjacent land areas against destruction or damage caused by significant development activities;
- C. Encourage building and engineering techniques that increase slope stability;
- D. Reduce uncontrolled storm water runoff, soil erosion, and mud slides by minimizing grading, encouraging the perseveration of the bluff's natural habitat and in some cases where necessary, requiring revegetation;
- E. Preserving and enhancing the bluffs in their natural state and their environment through the retention of dominant steep slopes; and

- F. Encouraging innovative site and architectural design, including restoration of graded areas to reduce the physical impact on steep slope areas.

Section 17.82.020 Definitions.

For purposes of this Chapter, the following terms are defined as follows:

“Bluff” means an elevated segment of the Lake Michigan shoreline above the beach that normally has a precipitous front that is inclining steeply on the lakeward side.

“Cantilever” means any portion of a principal structure that extends laterally beyond the foundation it supports.

“Development” means any man-made change (other than maintenance of existing structures, paved areas, or utilities) to improved or unimproved real estate, including without limitation, the construction or installation of new, or enlargement or demolition of existing, structures, paved areas or utilities; dredging, filling, drilling, mining, grading, paving, or excavation operations; and open storage of equipment or materials.

“Director” means the Village’s Director of Engineering.

“Lake Michigan” means that portion of Lake Michigan that borders the Village, to the extent of three miles beyond the corporate limits, but not beyond the limits of the State.

“Slope Impact Area” means for a lot that includes or is adjacent to a bluff, that portion of the lot lying between:

- (1) The toe of the bluff; and**
- (2) The line representing the intersection of the table land (or if no such intersection, the table land extended) of such lot with a 22 degree slope (2.5H:1V ratio) extending upward from the toe of the bluff. If a lot lacks table land, the Director will utilize the horizontal projection of the street line of the lot as the table land to identify the slope impact area. The slope impact area also includes the area of the lot where the slope of the lot is steeper than 5.7 degrees (10H:1V ratio).**

“Slope Transition Area” means that portion of the slope impact area of a lot lying outside the steep slope zone.

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“Steep Slope Line” means a line representing the intersection of the table land (or if no such intersection, the table land extended) with a 27 degree slope (2H;1V) extended upward from the toe of a bluff. If a lot lacks table land, the Director will utilize the horizontal projection of the street line of the lot as the table land.

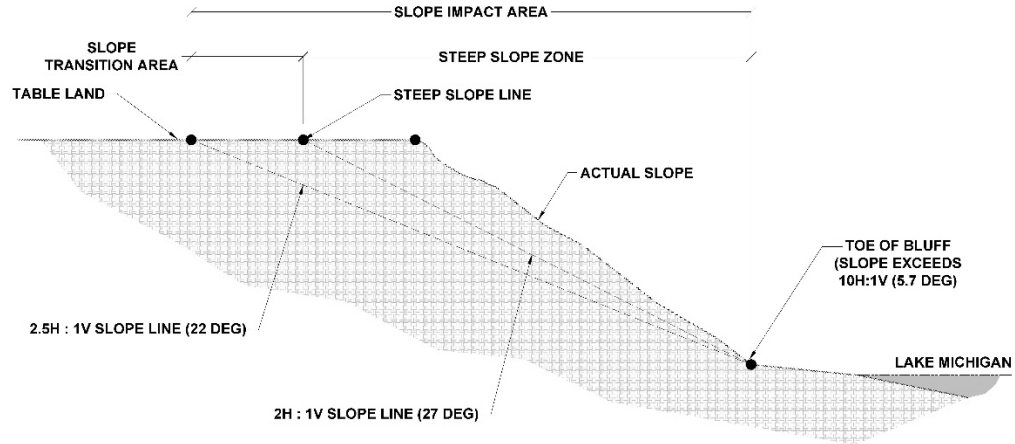
“Steep Slope Zone” means that portion of the slope impact area of a lot that lies between the steep slope line and the toe of the bluff.

“Table Land” means land at the top of a bluff where the slope is less than a 5.7 degree slope (10H: 1V ratio).

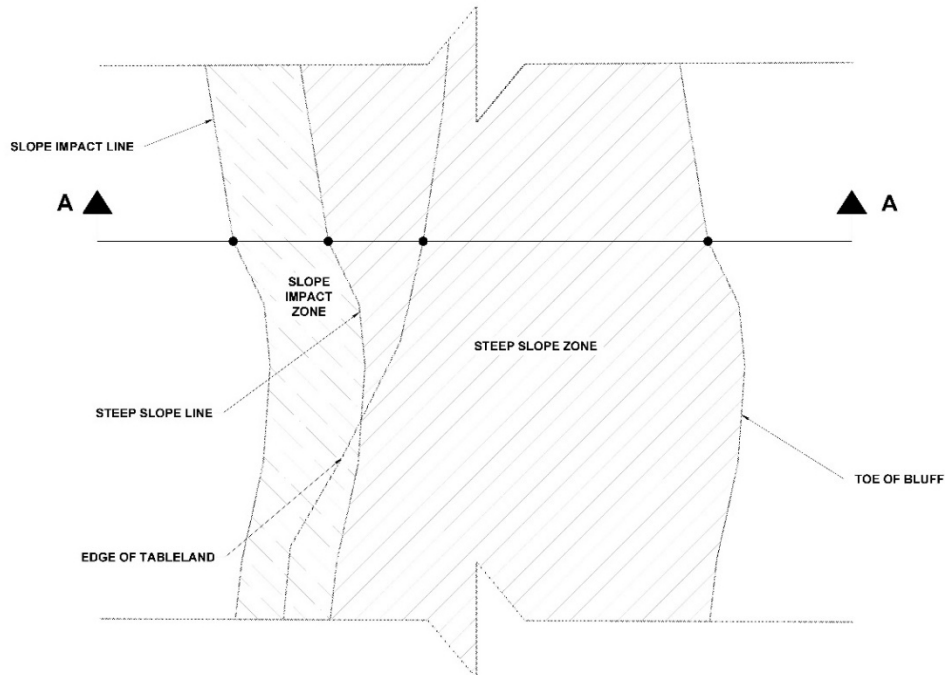
“Toe of the Bluff” means the point in the bluff landward where the slope is less than a 5.7 degree slope (10H;1V) or where the slope reverses direction. On compound slopes where there may be more than one possible toe location, the controlling point will be whichever toe that provides the greatest slope impact area. In plan view, the toe of the bluff is depicted as a continuous line, and is referred to as the toe line.

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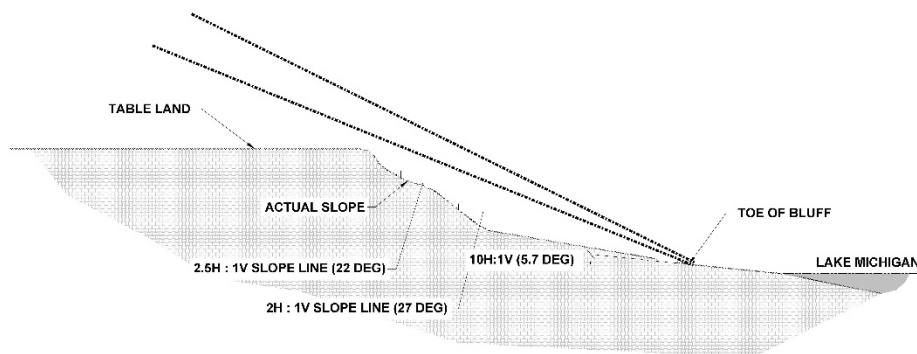
DETERMINING SLOPE IMPACT AREA FOR BLUFF WITH SIMPLE SLOPE CROSS SECTION A-A



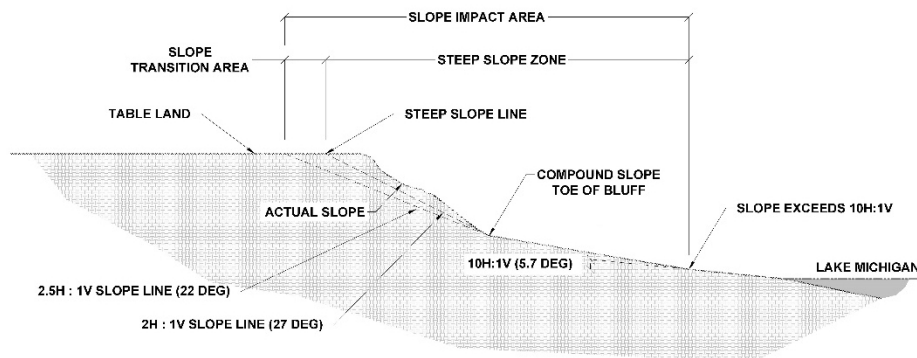
DETERMINING SLOPE IMPACT AREA FOR BLUFF WITH SIMPLE SLOPE PLAN VIEW



DETERMINING SLOPE IMPACT AREA FOR BLUFF WITH COMPOUND SLOPE



If the Steep Slope Line does not intersect the Table Land as illustrated above, the Steep Slope Line is moved up the slope to a point where it will intersect with the Table Land as illustrated below.



Section 17.82.030 Development in Slope Transition Area.

- A. Any development that is authorized pursuant to this code, the Zoning Ordinance, or other ordinance or regulations of the Village, may occur in the slope transition area if approved by the Director, upon review of an application in accordance with this Chapter. Further, any structure or addition that meets all applicable zoning requirements may be built in the slope transition area upon obtaining the necessary permits as set forth in Section 17.82.060 and adhering to the development standards set forth in Section 17.82.050.**
- B. Retaining walls and other structures that are necessary for slope stabilization are permitted in the slope transition area if approved by the Director and are built in accordance with the following standards:**
- (1) Retaining walls cannot be used to increase table land, unless it is necessary for slope stabilization;**
 - (2) Retaining walls cannot be used to create a shelf or other table area within the slope transition area, unless it is necessary for slope stabilization; and**

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- (3) Backfilling of a retaining wall is not permitted unless it is necessary for slope stabilization.

Section 17.82.040 Development in Steep Slope Zone.

- A. Any development that is authorized pursuant to this code, the Zoning Ordinance, or other ordinance or regulations of the Village, may occur in the steep slope zone if approved by the Director, upon review of an application in accordance with this Chapter; provided, however that only the following structures are permitted within the steep slope zone:
- B. Retaining walls and other structures that are necessary for slope stabilization if constructed in a manner approved by the Director and in accordance with the following standards:
- (1) Retaining walls cannot be used to increase table land, unless it is necessary for slope stabilization;
- (2) Retaining walls cannot be used to create a shelf or other table area within the steep slope zone, unless it is necessary for slope stabilization; and
- (3) Backfilling of a retaining wall is not permitted unless it is necessary for slope stabilization.
- C. Structures on the exact foundation of a previously existing structure may be rebuilt and maintained, provided that the rebuilt or remodeled structure: (i) does not extend beyond the existing foundation within the steep slope zone; and (ii) is constructed according to plans of an architect or structural engineer who certify that the existing foundation (with appropriate engineering modifications and repairs, if any) will support the rebuilt, repaired or remodeled structure without material adverse impact on the steep slope zone.
- D. Cantilevering any portion of a principal structure not exceeding four feet horizontal over a steep slope zone is permitted unless otherwise limited by code. Such cantilevering cannot block natural sunlight or alter natural stormwater drainage in a way that jeopardizes slope stability.
- E. Mechanical or electrical lifts, which do not obstruct the flow of light and water, and utility service lines, provided that it conforms to the provisions of this Chapter.
- F. Stairs can be no greater than [five feet] in width. Stair landings can be no larger than [50] square feet. Stair landings for the purpose of this Chapter are defined as an intermediate platform on a flight of stairs,

greater than [10] square feet, constructed for the purpose of allowing a change in stair direction down the steep slope zone or to break up ten or more stair steps.

- G. Decks can be no larger than [50] square feet unless the applicant provides exceptional engineering, including stormwater management and vegetation, so that such deck will not jeopardize slope stability.
- H. Fences, provided that all fences must comply with all applicable Village Codes, ordinances, and regulations including, without limitation Section 15.44.060.
- I. Boat houses, provided the boat house does not exceed one story and has a maximum height of 15 feet where it is cut into the bluff. The width of the boat house must be limited to accommodate storage of no more than two boats with limited additional space for auxiliary storage, toilet/showers, etc. Additionally, any boat house, regardless of size, must use exceptional engineering, including stormwater management and vegetation, so that such boat house will not jeopardize slope stability, and the Director has determined that the boat house structure as proposed will not adversely impact the stability of the property or adjacent property.

Section 17.82.050 Development Standards.

- A. Any application for development in the slope impact area will be reviewed by the Director, who will consider such application in light of the standards of this section relating to landscape planning, soil mechanics engineering, hydrology, geology, environmental design, structural and coastal engineering, and architecture. The Village recognizes each slope impact area may have different characteristics and features that affect its stability and preservation. Therefore, the Director may determine that certain standards do not apply to every application. The Director will have the authority to determine if the application in its totality satisfies the purposes of this Chapter to a substantial degree without creating an economic hardship as provided in Section 17.82.090.
- B. Development standards for the slope impact area are as follows:
 - (1) Safety control of steep slopes.
 - a. The development will not jeopardize slope stability on the subject site or neighboring properties.
 - b. Except as necessary for an approved development, no filling, grading, or earth moving is permitted in a slope impact area.

- c. A fence must be erected temporarily along the top edge of the steep slope zone, during any construction or demolition activity in the steep slope zone or adjacent to the steep slope zone.
- (2) Construction techniques. All proposed structures must have foundations designed in a matter consistent with sound engineering and geological principals. Additionally, the following techniques must be used to enhance bluff stabilization:
- a. Planning the development to recognize and fit the natural topography, soils, geology, hydrology, and other existing conditions on the proposed sites;
 - b. Orienting development so that filling, grading, and earth moving, landscaping and other site preparation is kept to an absolute minimum;
 - c. Preserving and enhancing the landscape through minimized disruption of natural terrain and existing vegetation;
 - d. Minimizing disruption or alteration of natural drainage ways;
 - e. Minimizing the time during which areas are bare and exposed;
 - f. Designing and properly locating structures so that the structure's weight does not negatively impact slope stability; and
 - g. Considering the effect of undercutting at the base of a slope impact area caused by wave action, storm water flow, erosion, or channel changes.
- (3) Hydrological controls.
- a. Natural channels. Natural drainage ways must be preserved to the maximum extent possible.
 - b. Controlled runoff. Concentrated runoff from impervious surfaces will be collected and transported in a pipe or other approved manner to a municipal storm sewer

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system, if available or to the toe of the bluff as determined by the Director.

- c. Water discharge into steep slope. Whenever stormwater is transported across a property for discharge into a steep slope zone, the conveyance pipe material must be installed below ground by directional boring where possible.
- d. Trenching. No pipe can be installed within a steep slope zone by excavating a trench unless such trench is approved by the Director.
- e. Pipe materials. Flexible corrugated pipes may not be used within a slope impact area unless directional boring is found to be infeasible in the sole determination of the Director.
- f. Water Quality. The Director will determine the appropriate water quality requirements for all stormwater that is discharged to Lake Michigan.
- g. Interceptor ditches. When required by the Director pursuant to sound professional engineering principles, interceptor ditches will be established above steep slopes in order that soil will not become saturated and the intercepted water will be conveyed in a pipe or other approved manner to a municipal storm sewer system, if available, or to the toe of the bluff as determined by the Director.
- h. Discharge point stabilization. Natural drainage ways will be stabilized by landscape integration and rip-rap or other means consistent with sound professional engineering practice, to a distance below drainage and culvert discharge points sufficient to convey the discharge without channel erosion and in such a manner as to dissipate the energy of the discharge as approved by the Director.
- i. Energy dissipater. All outflow from a stormwater conveyance pipe must discharge into an energy dissipater.
- j. Early completion. The overall drainage system must be completed and made operational at the earliest possible

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time during construction, the schedule of which will be approved by the Director.

- k. Impact on adjacent property. The natural or usual flow of surface or subsurface water must not be altered or obstructed in any way by grade changes that may adversely affect the property of another by contributing either to pooling or collection of waters or to the concentration or intensification of surface water discharge. However, development which might otherwise be prohibited hereinabove may be allowed if such waters are properly drained by a pipe or other approved manner to a municipal storm sewer system, if available, or to the toe of the bluff as determined by the Director. All grade changes must comply with the Village Code.

(4) Vegetation and revegetation.

- a. Native vegetation will be maintained to the greatest extent possible within the slope impact area.
- b. Smallest area. At all times, the smallest practical area of raw soil will be exposed for as short a duration of time as practical.
- c. Revegetation. A mixed planting of native perennial grasses and woody species with deep root systems will be used to landscape steep slope areas disturbed by construction, demolition or earth moving. When sound engineering practices dictates and when required by the Director, temporary vegetation, or other acceptable cover shall be used to protect areas of raw soils exposed during development and to prevent erosion.
- d. Erosion control mat. Temporary erosion control matting properly staked and trenched must be provided over raw soil areas until new vegetation is established.

(5) Filling, grading, and earth moving.

- a. Minimum alterations. Filling, grading, and earth moving will be limited to the minimum required for building foundations, driveways, drainage control structures, and immediate yard areas. With the exception of restoration efforts, substantial filling, grading, and earth moving is prohibited.

- b. Erosion control. All filling, grading, and earth moving will be accomplished in a manner that will create the lowest possible potential for airborne or waterborne transportation of soil.
- c. Soil fill in steep slope zone. All fill in steep slope zone is prohibited, other than back-fill which will be determined by the Director to be necessary for slope stabilization or re-establishment of the steep slope zone as part of general maintenance.
- d. Soil fill on table land. In conformance with generally accepted engineering standards, all fill on table land will be stabilized to at least 90% of maximum dry density as determined in ASTM procedure D-1557 or equivalent.
- e. Prompt completion. All filling, grading, and earth moving will be accomplished in the shortest practical period of time, the schedule of which will be approved by the Director. All excavated material must be removed from the slope impact area and no temporary or permanent material storage will be permitted within the slope impact area. No existing natural vegetation will be destroyed, removed or disturbed prior to the commencement of development activities.

Section 17.82.060 Required Plans and Permits.

- A. Required plans. Any development or other activity in the slope impact area requiring a permit pursuant to the Village Code and applicable regulations must be accompanied by the following plans and reports. Said plans and reports must be submitted to and approved by the Director prior to issuance of any permit or commencement of the proposed development.
 - (1) All permit applications must identify the slope impact area, the slope transition area, the steep slope zone, the toe of the bluff, and the ordinary high water mark in the drawings.
 - (2) All permit applications must contain a written description of the proposed means and methods of accomplishing such work (including without limitation the sequencing and timing of work, the equipment to be used, interim protective measures, and activities to monitor potential adverse impacts on the slope impact area), which means and methods will be designed to minimize slope damage. Upon approval of the permit by the Director, such

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approved written description will be the enforceable means and method of the authorized development activities.

- (3) Professional engineering. All structures within the slope impact area must be designed by a licensed structural engineer or geotechnical engineer, or both, and must bear the engineers license seal on submitted drawings and specifications satisfying good engineering practices and the standards of this Chapter, unless the Director otherwise waives this requirement in writing.
- (4) Subsoil investigation. Every application for a development permit in the slope impact area must be accompanied by a report, prepared by a licensed professional civil engineer or structural engineer, or both, trained and experienced in the practice of geotechnical engineering, which report must include the following:
 - a. Soil types and subsurface materials. A description (the result of a thorough subsurface investigation using techniques such as borings, test pits, site tests, laboratory tests, or other procedures performed to a depth sufficient to determine foundation conditions for the proposed construction) of the soil and subsurface materials found on the subject site (with particular emphasis on the area to be impacted by the proposed development) to a depth extending below any proposed excavation as well as the engineering properties of the subsurface soil materials.
 - b. Observations. A description of existing observable slide areas, scarps, tension cracks, eroded areas, leaning trees, etc.
 - c. History. A historical review of bluff stability considering owner photographs, previous reports and topographic surveys; air photos, Corps of Engineers' studies, Village of Winnetka information, etc.
 - d. Drainage. A description of surface patterns of water flow and seeps as well as indication of the presence or absence of permeable zones in underlying soils.
 - e. Stability. A geotechnical stability analysis of the slope and structure with factors of safety calculated for the existing and proposed conditions by a method that satisfies both force and moment equilibrium for long-term and short-term soil strength parameters.
 - f. External influences. A description of any existing or anticipated problems from undercutting at the base of a

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slope impact area caused by wave action, erosion, or channel changes.

- g. Absence of special hazards. An opinion that the soil types, soil stability, subsurface hydrology, and external influences affecting the site will not cause any significant hazards for the proposed use; or if they may cause such hazards, an opinion that such hazards can be overcome, together with a reasonably detailed description of how it is proposed to overcome them.
- (5) Grading plan. In addition to any other permit requirements, each application for a permit involving development under this Chapter must be accompanied by a grading plan, which plan will include the following:
- a. A topographic survey, showing property contours at one foot intervals for table land and five foot intervals for steep slopes, including special notes and details of the existing terrain;
 - b. Proposed filling, grading, and earth moving details, including the dimensions, elevations, and contours of any proposed filling, grading, and earth moving;
 - c. A schedule of when each stage of the project will be completed, including the estimated starting and completion dates; and
 - d. A provision requiring the placement of a temporary fence on the table land at the top edge of steep slope zone until construction is completed.
- (6) Hydrological control plan. Applications for any development permits will include a plan for intercepting and containing drainage at the site and from the structure.
- (7) Vegetation plan. A vegetation plan, subject to the tree removal provisions of this code, will be submitted with each application for a development permit, which plan will include the following:
- a. A description of proposed revegetation of disturbed areas, specifying the materials to be used;
 - b. An inventory describing the existing vegetation and tree cover of the site showing those areas where the vegetation will be removed as part of the proposed development;

- c. A maintenance and monitoring plan for native vegetation and soil erosion and sediment controls in the steep slope zone;
 - d. A written description detailing methods of slope stabilization and revegetation, together with the rationale for selecting the plant materials and planting techniques proposed to be used; and
 - e. A timetable and sequencing program for implementing the vegetative plan.
- (8) Additional submittals; waivers. The Director may require additional plans as needed for review. The Director may release an applicant from any element of the aforementioned plan submittals to the extent that the Director determines that such element(s) will not materially assist in the evaluation of the proposed action's impact on slope stability.
- B. Permit issuance; terms. Each permit application for development must comply with the Building Code, the Zoning Ordinance, and other applicable codes, ordinances, or regulations, including this Chapter. The seal of an Illinois licensed structural or geotechnical engineer, or both, will appear on all plans and specifications included as part of a permit application. Upon the Director determining that an application satisfies the requirements of this Chapter, the Director will cause a permit to be issued for development within the slope impact area. The following provisions will be incorporated into and made a part of any such permit:
- (1) Limited obligation. Compliance with the procedures of this Chapter and the issuance of any related permits will not be construed to impose any legal or other obligation upon the Village of Winnetka or its elected or appointed officials, employees, agents, attorneys, or representatives. Any permit issued pursuant to this Chapter is for the benefit of the public and not for the benefit of any individual.
 - (2) Civil claims. Compliance with the procedures of this Chapter and the issuance of related permits will not relieve the permittee and the property owner from civil liability claims.
 - (3) Endorsement. Compliance with the procedures of this Chapter and the issuance of related permits do not imply approval of the need for, or the benefit or efficacy of, the proposed development; nor does it constitute any assertion that the proposed development will not result in damage to the property in question or to adjoining property.

- (4) Closing report. A licensed professional structural engineer or geotechnical engineer, or both, must inspect all work in the steep slope zone while in progress and, upon completion of the work, deliver to the Director a written report bearing the engineer's license seal, stating that all development is in accordance with the approved plan and specifications for the project. Such a report must be delivered prior to the Village's final inspection, acceptance, and closing of the project.
 - (5) Special terms. In connection with the issuance of a permit pursuant to this Chapter, the Director may impose special conditions as deemed necessary to ensure the effectiveness of plans for development on a property, and to protect the long-term stability of a bluff, or otherwise to notify future owners of the bluff conditions of such property.
- C. Other Regulatory Agency Plans. The Director has the discretion to determine whether review by any other agencies will be required as part of the Director's review.

Section 17.82.070 Steep Slope Stabilization.

A. General standards.

- (1) In order to provide for long-term slope stability and to prevent failure of slope stability that may adversely impact neighboring properties, all property owners whose property includes or is adjacent to a slope impact area are required to comply with the provisions of this Chapter.
- (2) Any development within the slope impact area must comply with all requirements in accordance with this Chapter.
- (3) Private storm drainage lines conveying storm water runoff either to a public storm sewer or the toe of the bluff must be maintained by the owner thereof. Private drainage lines which leak water onto the surface of a steep slope must be repaired within 30 days of notification by the Village.
- (4) Intentionally depositing garbage, construction debris, or landscaping materials in a slope impact area is prohibited.
- (5) Swimming pool discharge cannot be directed toward or directly discharge into a slope impact area.

B. Maintenance and upkeep.

- (1) Authorized structures in the slope impact area may be repaired, maintained and altered, but only in compliance with the Village Code and Village Zoning Ordinance.
 - (2) Landscape maintenance or routine arboreal activities are permitted in the slope impact area.
- C. Restoration. All governmental entities, private property owners, and all other private entities that have authorized access to bluff steep slopes and engage in the maintenance, repair, or construction of utilities or other structures within a slope impact area, or engage in any modifications to a steep slope, will adhere to the applicable provisions of the Village Code and utilize best management practices.
- D. Emergency activities. Nothing in this Chapter will prevent the Village from permitting development activities on an emergency basis when deemed necessary by the Director to remediate an unstable or insecure slope that presents an immediate threat to health, safety, and welfare, or stability of an authorized structure. Emergency development activity (including installation or construction of structures) will only be permitted provided: (i) the remedial action involves the least possible disruption of the natural features of the site as possible and is in conformance with this Chapter; and (ii) the remedial action is the most reasonable action to address the emergency situation under the circumstances.

Section 17.82.080 Tree Removal in Slope Impact Area.

- A. All trees removed in the slope impact area must comply with Chapter 15.28 of the Village Code, unless the Village Arborist determines otherwise.
- B. The Village Arborist will review each tree permit in the slope impact area to determine whether the proposed tree removal will jeopardize slope stability and ensure removal is consistent with good forestry practices.

Section 17.82.090 Appeals of Director's Decisions.

- A. Any determination of the Director under this Chapter may be appealed to the Village Manager by filing a request for review in writing within 35 days after the Director issues his or her determination. Any decision of the Village Manager may be further appealed to the Village Council by filing a request for review in writing within 35 days after the

issuance of the Village Manager's decision. The decision of the Village Council will be final.

- B. In reviewing the determination of the Director, the Village Manager or the Village Council (as the case may be) will consider only whether the determination of the Director in applying the regulations of this Chapter imposes an unreasonable and undue economic hardship that materially limits the property owner from making reasonable use of such owner's property or otherwise imposes requirements which are unreasonably burdensome to the property owner given the benefits thereof to the Village. After receiving written submittals from the property owner and the Director (and after a hearing if the Village Manager or Village Council determines that such a hearing will be instructive), a decision on such appeal must be issued in writing no more than 60 days after the delivery of the final submittal by the owner or Director or after the close of the hearing, whichever is later.
- C. In considering an appeal under this section, the Village Manager or Village Council may reverse, affirm, or modify the determination of the Director, or remand the determination back to the Director for further consideration, with or without instructions.
- D. The Village Manager or Village Council may issue further procedural rules governing appeals under this section.

Section 17.82.100 Variations.

Nothing in this Chapter is intended to limit the ability of an owner from seeking a variation from the otherwise applicable zoning regulations affecting the owner's property. To the extent that the regulations of this Chapter materially restrict the ability of a property to be developed or materially increase the cost of such development, the Zoning Board of Appeals may determine that the effects of this Chapter can, in appropriate circumstances, constitute a practical difficulty or unreasonable hardship.

Section 17.82.110 Exceptions.

If a development that requires a special use permit includes construction activity that does not comply with the requirements of this Chapter, the Village Council may grant exceptions to the regulations set forth in this Chapter as part of granting the special use permit.

Section 17.82.120 Enforcement and Penalties.

- A. For any property affected by the provisions of this Chapter, the property owner, any developer, and their agents, employees,

contractors, subcontractors, licensees, and invitees are each jointly and severally responsible for compliance with the terms of this Chapter.

- B. In the event any violation of any provision of this Chapter occurs, the property owner will be responsible for the violation, its correction, and for otherwise bringing the property into compliance with the terms of this Chapter. Such compliance may require restoration of the site as closely as possible to its original undisturbed condition, topography, and vegetation in order to eliminate the violation.
- C. Whoever violates any provision of this Chapter, or who interferes with the enforcement of the same, will be fined in an amount of not less than \$100 nor more than \$750 per each violation of any Section of this Chapter. Every day that a violation continues will be deemed a separate punishable violation.
- D. The Village will have the right to issue a stop work order for any work that is performed in the slope impact area either (i) without all permits that are required under this Chapter or (ii) in violation of the permits so issued.

Section 17.82.130 Corrective Measures.

In addition to the monetary penalties provided for herein, the Village may apply to a court of competent jurisdiction for an order against the parties responsible to re-establish or restore the grade, slope, stability, vegetation, or drainage systems of a slope impact area in order to eliminate or prevent an adverse impact upon any adjacent or subservient property, and for such other and further relief as may be appropriate in the circumstances.

Section 17.82.140 Administration; Fees; Conflicting Regulations.

- A. Except as otherwise provided, the Director is hereby authorized and directed to prepare any necessary or desirable forms and procedures in order to implement the provisions of this Chapter.
- B. As part of any application, and as a condition of any permit, an applicant will be required to pay all fees and charges due under this Chapter. The Village Council may from time-to-time establish and publish application, permit, and inspection fees in furtherance of the administration of this Chapter. To the extent that the Village incurs third-party expenses in connection with the administration of this Chapter with respect to a particular application, such third-party expenses will be additional fees chargeable to such application.

- C. To the extent that there are conflicting regulations in the Village's Building Code or elsewhere in the Village Code, the provisions of this Chapter will control.

Section 17.82.150 Effective Date.

Nothing in this Chapter will be applied to prevent the completion, in accordance with previously issued permits or approvals, of any development that has received all required permits and approvals prior to _____, provided that such development is completed in compliance with all such permits, approvals, and other requirements of law.”



November 3, 2023

RE: VILLAGE COUNCIL STUDY SESSION - BLUFF STEEP SLOPE DEVELOPMENT

Dear Lakefront Property Owner,

On **Tuesday, November 14, 2023, at 7:00 p.m. in the Village Hall Council Chambers**, the Village Council has scheduled a Study Session, continuing its discussion regarding the potential effects of development on the Winnetka bluffs along Lake Michigan and to further consider whether to establish steep slope development regulations. As this is a Study Session, the Council will discuss the issue and review potential draft ordinances regarding steep slope regulations, as well as a draft ordinance regarding the creation of large lots. The Council will not take a formal vote on these matters during this meeting. The agenda materials for the meeting will be posted on the Village's website, www.villageofwinnetka.org/agendas, no later than Friday, November 10, 2023.

The study session is open to the public and members of the public will have the opportunity to provide public comments at that meeting. If you wish to provide comments prior to the meeting, you may provide them one of two ways:

1. By sending an email to contactcouncil@winnetka.org; or
2. By delivering a letter to the Village Manager's Office, Village of Winnetka, 510 Green Bay Rd, Winnetka, IL 60093.

The Council has held study sessions this year on this topic at its January 10, July 18, and September 12 Village Council meetings. At the July meeting, the Council adopted Ordinance No. MC-08-2023, An Ordinance Amending the Text of the Village Zoning Ordinance to Establish a Study and Permit Abeyance Period for Construction in the Steep Slope Area Along Lake Michigan. The general purpose of the amendment was to establish a study period, from July 6, 2023, to April 6, 2024, to pause construction activity in the steep slope zone to allow the Village time to adequately analyze and to consider bluff development and the nature and extent of necessary regulations, if any.

At the conclusion of this upcoming study session, the Council will provide Village staff and the Village Attorney direction regarding their thoughts on how to potentially proceed with steep slope and large lot development regulations. Should the Village Council decide that adoption of some type of development regulations is appropriate, the Council would first hold a public hearing on the proposed regulations at a future meeting.

For more information about the Village Council's discussion about lakefront properties, please visit villageofwinnetka.org/lakefront.

If you have questions prior to the meeting, you may email me at dschoon@winnetka.org or call 847-716-3526.

Sincerely,

David Schoon
Community Development Director



Scan code for more information
(villageofwinnetka.org/lakefront)